

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Civil Case No.: 18-cv-02420 (WMW/SER)**

<p>FRIDAY & COX, LLC,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>FINDLAW; WEST PUBLISHING CORPORATION t/d/b/a FINDLAW; and THOMSON REUTERS HOLDINGS, INC.,</p> <p style="text-align: center;">Defendants.</p>	<p><u>DEFENDANTS' JOINT ANSWER TO PLAINTIFF'S COMPLAINT</u></p>
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West Publishing Corporation t/d/b/a FindLaw (collectively West Publishing Corporation and FindLaw¹ will be referred to as “West”) and Thomson Reuters Holdings, Inc. ("TRH") (collectively “Defendants”), as and for their Answer to the Complaint of Friday & Cox, LLC (“Plaintiff”), deny each of Plaintiff’s allegations, except as set forth below:

1. Defendants admit paragraph 1 of the Complaint, upon information and belief.
2. Defendants admit paragraph 2 of the Complaint.
3. In response to paragraph 3 of the Complaint, West admits that FindLaw is an assumed name for a website development and internet advertising product offered by West. West further admits that it is a Minnesota corporation with a principal place of

¹ FindLaw is an assumed name for West Publishing Corporation.

business at 610 Opperman Drive, Eagan, MN 55123. West lacks sufficient information to admit or deny Plaintiff's allegation regarding the term "trading" and therefore denies the same.

4. Defendants admit paragraph 4 of the Complaint.

5. In response to paragraph 5 of the Complaint, Defendants admit that Plaintiff states that it will refer to them collectively as "FindLaw". Defendants, however, deny that such reference is proper, as West and TRH are separate entities.

6. Defendants admit paragraph 6 of the Complaint, upon information and belief.

7. In response to paragraph 7 of the Complaint, West admits that it is a corporate entity that provides website development services to attorneys and provides directory listings for attorneys through its FindLaw website. Further, West admits that it advertises through the Internet via its FindLaw services. TRH admits that it is a corporate entity, but denies that the remaining allegations set forth in paragraph 7 of the Complaint apply to it, and therefore deny the allegations.

8. In response to paragraph 8 of the Complaint, West admits that FindLaw provides advertising services to attorneys, including website development, social media products and search engine optimization products, but lacks sufficient information or knowledge to respond to the remaining allegations set forth in paragraph 8 of the Complaint. TRH lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 8 of the Complaint.

9. In response to paragraph 9 of the Complaint, West admits that it was hired by Plaintiff to provide marketing services, but lacks sufficient information or knowledge to respond to the remaining allegations set forth in paragraph 9 of the Complaint. TRH lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 9 of the Complaint.

10. In response to paragraph 10 of the Complaint, West admits that Plaintiff entered into a series of written agreements bearing on FindLaw advertising and marketing services, but lacks sufficient information or knowledge to respond to the remaining allegations set forth in paragraph 9 of the Complaint. The terms of the service agreements speak for themselves. TRH denies that it entered into any agreements with Plaintiff.

11. In response to paragraph 11 of the Complaint, West admits that it received payments in the amount of \$XXX,XXX from Plaintiff, but denies that all payments made by Plaintiff relate to FindLaw services. West further admits that Plaintiff's last payment occurred in October 2017. TRH lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 11 of the Complaint.

12. Defendants deny paragraph 12 of the Complaint.

COUNT I
Plaintiff v. Findlaw; West Publishing Company t/d/b/a FindLaw and Thomson Reuters Holdings, Inc.
Breach of Contract
(Website)

13. In response to paragraph 13 of the Complaint, Defendants restate their responses to paragraphs 1-12 of the Complaint as if fully set forth herein.

14. Defendants deny paragraph 14 of the Complaint.

15. Defendants deny paragraph 15 of the Complaint.

16. In response to paragraph 16 of the Complaint, Defendants deny that West breached any agreement between West and Plaintiff and that Plaintiff is entitled to the relief requested in its prayer for relief. Defendants lack sufficient information or knowledge to respond to the remaining allegations set forth in paragraph 16 of the Complaint.

COUNT II

Plaintiff v. Findlaw; West Publishing Company t/d/b/a FindLaw and Thomson Reuters Holdings, Inc.
Breach of Contract
(Social Media)

17. In response to paragraph 17 of the Complaint, Defendants restate their responses to paragraphs 1-16 of the Complaint as if fully set forth herein.

18. Defendants deny paragraph 18 of the Complaint.

19. Defendants deny paragraph 19 of the Complaint.

20. In response to paragraph 20 of the Complaint, Defendants deny that West breached any agreement between West and Plaintiff and that Plaintiff is entitled to the relief requested in its prayer for relief. Defendants lack sufficient information or knowledge to respond to the remaining allegations set forth in paragraph 20 of the Complaint.

COUNT III

Plaintiff v. Findlaw; West Publishing Company t/d/b/a FindLaw and Thomson Reuters Holdings, Inc.

Fraud

21. In response to paragraph 21 of the Complaint, Defendants restate their responses to paragraphs 1-20 of the Complaint as if fully set forth herein.

22. Defendants deny paragraph 22 of the Complaint.

23. Defendants deny paragraph 23 of the Complaint.

24. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 24 of the Complaint. Defendants, however, affirmatively deny that misrepresentations were made to Plaintiff.

25. Defendants deny paragraph 25 of the Complaint.

COUNT IV

Plaintiff v. Findlaw; West Publishing Company t/d/b/a FindLaw and Thomson Reuters Holdings, Inc.

Unfair Trade Practices and Consumer Protection Law

26. In response to paragraph 26 of the Complaint, Defendants restate their responses to paragraphs 1-25 of the Complaint as if fully set forth herein.

27. Defendants deny paragraph 27 of the Complaint.

28. Defendants deny paragraph 28 of the Complaint.

29. Defendants deny paragraph 29 of the Complaint.

30. Defendants deny paragraph 30 of the Complaint. Defendants further deny that Plaintiff is entitled to the relief requested in its prayer for relief.

COUNT V

Plaintiff v. Findlaw; West Publishing Company t/d/b/a FindLaw and Thomson Reuters Holdings, Inc.

Breach of Warranty

31. In response to paragraph 31 of the Complaint, Defendants restate their responses to paragraphs 1-30 of the Complaint as if fully set forth herein.

32. In response to paragraph 32 of the Complaint, West admits only that it provided services to Plaintiff in accordance with the FindLaw service agreements, but denies the remaining allegations as set forth in this paragraph. TRH lacks information or knowledge sufficient to form a belief as to the truth of the allegations set forth in paragraph 8 of the Complaint.

33. Defendants deny paragraph 33 of the Complaint.

34. Defendants deny paragraph 34 of the Complaint.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Plaintiff suffered no damage from the alleged acts of Defendants, which Defendants deny, and therefore Plaintiff is not entitled to any award of damages, attorney fees or costs.

THIRD DEFENSE

All of Defendant's actions have been in accordance with the underlying agreement(s).

FOURTH DEFENSE

Any violation of the law or damage suffered by Plaintiff, which Defendants deny, was due to the affirmative actions and/or omissions of Plaintiff or others and does not give rise to any liability of Defendants.

FIFTH DEFENSE

Defendants specifically deny that Plaintiff has suffered any actual damages; however if such damages do exist, Defendants assert that such actual damage claims are subject to the defense of failure to mitigate.

SIXTH DEFENSE

Plaintiff's claims are barred by the terms and conditions of the agreements entered into by the parties.

SEVENTH DEFENSE

Plaintiff has waived or is estopped from asserting its claims.

EIGHTH DEFENSE

The Complaint, and each allegation of fraud and misrepresentation therein, fails to aver the circumstances constituting fraud with particularity in accordance with Federal Rule of Civil Procedure 9(b), and all such allegations should be dismissed.

NINTH DEFENSE

Any recovery by Plaintiff is barred by its own improper conduct or "unclean hands," including conduct that caused or attributed to the alleged damages.

TENTH DEFENSE

Plaintiff's breach of warranty claim is barred by Plaintiff's failure to provide Defendants with reasonable or adequate notice of any breach of such alleged warranty, which Defendants deny.

ELEVENTH DEFENSE

Plaintiff's claims are barred by Plaintiff's failure to comply with conditions precedent to its right to recover.

TWELVTH DEFENSE

Plaintiff's alleged damages, which Defendants deny, are barred or limited by the terms and conditions of the agreements entered into by the parties.

RESERVATION OF DEFENSES

Defendants reserve the right to plead additional defenses or otherwise amend its Answer pursuant to the rules of civil procedure and as may be revealed through discovery and upon further particularization of Plaintiff's claims.

COUNTERCLAIM

FACTS

1. During the course of the business relationship between Plaintiff and Defendant West Publishing Corporation t/d/b/a FindLaw ("Defendant West"), Plaintiff entered into several contracts with West for FindLaw website development and internet advertising services. Attached hereto as Exhibit 1-3 are copies of contracts between Plaintiff and Defendant West, along with the FindLaw Master Services Agreement for each contract.
 - a. Exhibit 1 - Contract dated August 30, 2011
 - b. Exhibit 2 – Contract dated June 30, 2013

c. Exhibit 3 – Contract dated July 3, 2017

2. FindLaw is an assumed name for a website development and internet advertising product offered by West.

3. Plaintiff's account is designated as West Account No. 1003485914.

4. Pursuant to the above-referenced contracts, Defendant West rendered the website services to and on Plaintiff's behalf.

5. Defendant West provided Plaintiff with monthly billing statements itemizing the goods and services rendered and costs incurred.

6. Despite repeated demands, Plaintiff failed and refused to pay Defendant West as agreed in the service agreements, and there remains as of August 24, 2018, an unpaid, overdue balance of \$36,901.72, plus interest as allowed by law.

COUNT I
Breach of Contract

7. Defendant West re-states and re-alleges paragraphs 1 through 4 herein.

8. Plaintiff breached the terms of the service agreements with Defendant West by failing to pay Defendant West as agreed and there remains an unpaid, overdue balance of \$36,901.72, plus interest at the rate provided by law.

COUNT II
Services Rendered

9. Defendant West re-states and re-alleges paragraphs 1 through 8 herein.

10. Plaintiff is indebted to Defendant West for services rendered in the amount of \$36,901.72, plus interest at the rate provided by law.

WHEREFORE, Defendants pray for an order and judgment of this Court in its favor and against Plaintiff as follows:

1. Dismissing all causes of action against Defendants with prejudice and on the merits; and,
2. For judgment against Plaintiff in the amount of \$36,901.72, plus interest as allowed by law, plus Defendants' attorney fees and costs as allowable; and,
3. Awarding Defendants such other and further relief as the Court deems just and equitable.

Dated: August 30, 2018

/s/ Michael T. Etmund
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