

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

PLAINTIFF

VS.

CAUSE NO.: 4:22cv59-DMB-JMV

**JENNEFER COLEMAN, MICHAEL COLEMAN
AND VIRGINIA COLEMAN**

DEFENDANTS

ANSWER OF JENNEFER COLEMAN

COMES NOW, Defendant, Jennefer Coleman, by and through counsel, and file this, her Answer to the Complaint filed against her, and while reserving the right to amend or supplement, would state and respond as follows:

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

Plaintiff's claims are barred, in whole or in part, because it failed to take reasonable measures to avoid the consequences alleged to have been caused by Defendant, Jennefer Coleman.

THIRD DEFENSE

Plaintiff's claims are barred, in whole or in part, because it failed to mitigate its damages, if any.

FOURTH DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches, waiver, unclean hands and/or estoppel.

FIFTH DEFENSE

Plaintiff has failed to join necessary and indispensable parties.

SIXTH DEFENSE

Defendant, Jennefer Coleman, is entitled to an award of attorney's fees and costs as allowable under the Litigation Accountability Act of 1988, Miss. Code Ann. §11-55-1, et seq. (1972).

SEVENTH DEFENSE

Plaintiff's claims are barred, in whole or in part, for insufficiency of service of process, set-off and/or accord and satisfaction. Some or all of Plaintiff's claims are barred by the applicable statute of limitations or period of proscription and any future amendments to the Complaint should not relate back to its original filing.

EIGHTH DEFENSE

Plaintiff's negligence was the sole and/or proximate contributing cause of Plaintiff's damages, if any.

ANSWER

And now, answering paragraph by paragraph, Defendant, Jennefer Coleman ("Jennefer") responds as follows:

1. Based upon information and belief, Jennefer admits the allegations in paragraph 1;
2. Jennefer denies the allegations in paragraph 2;
3. Jennefer admits that Michael Coleman is currently a resident of Mississippi;
4. Jennefer admits that Virginia Coleman is currently a resident of Mississippi;
5. Jennefer admits that this Court has jurisdiction;
6. Jennefer admits that 28 U.S.C. § 2201 allows courts of competent jurisdiction to declare the rights and other legal relations of a party;
7. Jennefer admits that, under certain circumstances, this Court may possess

authority to award injunctive relief but deny that such circumstances exist and/or the Court should refrain from doing so in the present case;

8. Jennefer admits that she resided in Leflore County, Mississippi at the time of the filing of the Complaint. Jennefer denies the remaining allegations in paragraph 8;
9. Jennefer admits that Express Grain filed for bankruptcy protection and previously was in the business of purchasing grain. Jennefer denies all remaining allegations in paragraph 9;
10. Jennefer denies the allegations in paragraph 10;
11. Jennefer admits that she signed the General Contract of Indemnity which is dated June 27, 2019. Jennefer denies all remaining allegations in paragraph 11;
12. Jennefer denies the allegations in paragraph 12;
13. Jennefer only admits that, if a valid agreement exists, then it speaks for itself;
14. Jennefer only admits that, if a valid agreement exists, then it speaks for itself;
15. Jennefer only admits that, if a valid agreement exists, then it speaks for itself;
16. Jennefer is without sufficient information to admit or deny the allegations in paragraph 16 and therefore denies same;
17. Jennefer admits the allegations in paragraph 17;
18. Jennefer is without sufficient information to admit or deny the allegations in paragraph 18 and therefore denies same;
19. Jennefer is without sufficient information to admit or deny the allegations in paragraph 19 and therefore denies same;

20. Jennefer denies the allegations in paragraph 20;
21. Jennefer denies the allegations in paragraph 21;
22. Jennefer denies the allegations in paragraph 22;
23. Jennefer is without sufficient information to admit or deny the allegations in paragraph 23 and therefore denies same;
24. Jennefer denies the allegations in paragraph 24;
25. Jennefer denies the allegations in paragraph 25;
26. No response to the allegations of paragraph 26 is apparently due; however, in the event a response is due, Jennefer denies these allegations;
27. Jennefer denies the allegations in paragraph 27;
28. Jennefer denies the allegations in paragraph 28;
29. Jennefer denies the allegations in paragraph 29;
30. Jennefer is without sufficient information to admit or deny the allegations in paragraph 30 and therefore denies same;
31. Jennefer denies the allegations in paragraph 31;
32. Jennefer denies the allegations in paragraph 32;
33. Jennefer denies the allegations in paragraph 33;
34. Jennefer denies the allegations in paragraph 34;
35. Jennefer denies the allegations in paragraph 35, and all subparts;
36. Jennefer denies the allegations in paragraph 36;
37. Jennefer denies the allegations in paragraph 37, and all subparts;
38. Jennefer denies the allegations in paragraph 38;
39. Jennefer denies the allegations in paragraph 39;

40. Jennefer denies the allegations in paragraph 40;
41. Jennefer denies the allegations in paragraph 41;
42. Jennefer denies the allegations in paragraph 42;
43. Jennefer denies the allegations in paragraph 43;
44. Jennefer denies the allegations in paragraph 44;
45. Jennefer denies the allegations in paragraph 45;
46. Jennefer denies the allegations in paragraph 46;
47. Jennefer denies the allegations in paragraph 47;
48. Jennefer denies the allegations in paragraph 48;
49. Jennefer denies the allegations in paragraph 49;
50. Jennefer denies the allegations in paragraph 50;
51. Jennefer denies the allegations in paragraph 51;
52. Jennefer denies the allegations in paragraph 52;
53. Jennefer denies the allegations in paragraph 53;
54. Jennefer denies the allegations in paragraph 54;
55. Jennefer denies the allegations in paragraph 55;
56. Jennefer denies the allegations in paragraph 56;
57. Jennefer denies the allegations contained in Plaintiff's unnumbered *ad damnum* clause, and specifically deny that Plaintiff is entitled to judgment in or of Jennefer in any amount whatsoever.
58. Defendant, Jennefer Coleman, denies each and every allegation of the Complaint not specifically hereinbefore admitted, regardless of paragraph number or lack thereof, or paragraph letter or lack thereof.

WHEREFORE, PREMISES CONSIDERED, Defendant, Jennefer Coleman, having denied each and every allegation of Plaintiff's Complaint which may impute liability, and having asserted certain affirmative defenses, respectfully requests that Plaintiff's Complaint be dismissed with costs assessed against Plaintiff. Defendant, Jennefer Coleman, further requests any relief which the Court may find warranted in the premises.

This the 19th day of August, 2022.

Respectfully submitted,

JENNEFER COLEMAN

By: */s/ Charles J. Swayze III*

CHARLES J. SWAYZE III, MSB #102297

CHARLES J. SWAYZE, JR. MSB #8099

Whittington, Brock and Swayze, P.A.

P.O. Box 941

Greenwood, MS 38930-0941

(662) 453-7325

cjsiii@whittingtonlaw.com

cjs@whittingtonlaw.com

CERTIFICATE OF SERVICE

I, Charles J. Swayze III do hereby certify that I have, this date, filed the above document with the Court, and a copy has been electronically transmitted to counsel of record.

This, the 19TH day of August, 2022.

/s/ Charles J. Swayze III
CHARLES J. SWAYZE III