

STATE OF MICHIGAN
IN THE 34TH CIRCUIT COURT FOR THE COUNTY OF ROSCOMMON

PATRICK C. SPRINGSTEAD,
Plaintiff,

v

File No. 16-722816-NZ

HIGGINS LAKE PROPERTY OWNERS
ASSOCIATION, a Michigan Non-Profit
Corporation,
Defendant.

HESS, HESS & DANIEL, P.C.
By: Scott L. Hess (P37379)
Attorney for Plaintiff
319 Lake Street
P.O. Box 726
Roscommon, MI 48653
(989) 275-5184

CAREY & JASKOWSKI, P.L.L.C.
By: William L. Carey (P31602)
Attorney for Defendant
2373 S. I-75 Business Loop
P.O. Drawer 665
Grayling, MI 49738
(989) 348-5232

ANSWER TO COMPLAINT

NOW COMES Defendant, HIGGINS LAKE PROPERTY OWNERS
ASSOCIATION, by and through counsel, CAREY & JASKOWSKI, P.L.L.C., by
WILLIAM L. CAREY, and for their answer to Plaintiff's Complaint states as follows:

General Allegations

1. Neither admitted nor denied for lack of information upon which to form a
good faith belief.
2. Admitted.
3. Denied as untrue. No incident occurred anywhere.
4. Denied as untrue. Plaintiff lacks a claim against Defendant and therefore
lacks a claim for damages.

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STATE OF MICHIGAN
COUNTY OF ROSCOMMON
34TH CIRCUIT COURT
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5. Admitted.

6. Admitted.

7. Admitted; however, this allegation when read in context with Plaintiff's Complaint is immaterial.

8. Neither admitted nor denied for lack of information upon which to offer a good faith response. Further, this allegation when read in context with Plaintiff's Complaint is immaterial.

9. Neither admitted nor denied. No such "renewal leases" reviewed and approved by the board have been produced by Plaintiff. The relevant lease speaks for itself and is subject to judicial interpretation and review.

10. Denied as untrue.

11. Admitted that the Treasurer's report, as a reflection of payments in 2013, was approved, however, members questioned office related payments, including the \$1290 sewer replacement payment, at the 2014 annual meeting and an investigation followed by the newly elected board.

12. Admitted; however, said allegation is immaterial to Plaintiff's Complaint.

13. Admitted.

14. Admitted.

15. Neither admitted nor denied inasmuch as the December 8, 2014 HLPOA board minutes speak for themselves and are subject to judicial review and interpretation. The subject minutes are attached and marked as Exhibit A. Further, the 2013 lease was never produced to members or the HLPOA board.

16. Denied, the same being untrue. The board minutes speak for themselves.

17. Admitted. Approval of the minutes of December 8, 2014 was unanimous. Plaintiff herein approved the minutes of December 8, 2014, and approved the publication of same on the Defendant's website.

18. Denied, the same being untrue. The subject minutes make no false inferences. The minutes accurately reflect the actions taken by the board. Further denied that Plaintiff's reputation has been damaged by any statements made by Defendant.

19. Admitted that further discussions regarding the 2014 lease took place, as evidenced by the January 12, 2015 board minutes. Admitted that Plaintiff provided a poorly reasoned legal opinion regarding certain terms of the **2014** lease. Defendant affirmatively avers that it too secured a legal opinion which supports, with applicable case law, the opinion of the HLPOA board that Plaintiff is solely responsible for the sewer related expenses. See attached legal opinion marked as Exhibit B. Admitted that the discussion of the 2014 lease terms were tabled after Plaintiff refused to discuss the matter with the board on the advice of his counsel. Neither admitted nor denied as to the balance of the allegations contained in paragraph nineteen of Plaintiff's Complaint.

20. Denied that a false statement regarding Plaintiff has been published by Defendant. Admitted that Plaintiff has made various demands to Defendant, none of which are supportable in fact or law.

21. Denied that a false statement regarding Plaintiff has been published by Defendant. Accordingly, a demand for a retraction is not supportable in fact or law.

Count I – Defamation

- 22. No answer required.
- 23. Denied, the same being untrue.
- 24. Denied, the same being untrue. Plaintiff approved publication.
- 25. Neither admitted nor denied, no answer required.
- 26. Denied, the same being untrue.

Count II – Intentional Infliction of Emotional Distress

- 27. No answer required.
- 28. Denied as untrue.
- 29. Denied as untrue.
- 30. Denied as untrue.
- 31. Denied as untrue.
- 32. Denied as untrue.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed with prejudice and that Defendant be awarded costs and attorney fees incurred in defending the action filed herein by Plaintiff. Defendant requests such other and further relief as this Court may find appropriate.

Respectfully Submitted,

CAREY & JASKOWSKI, P.L.L.C.

Dated: January 21, 2016



By: William L. Carey (P31602)
Attorney for Defendant

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AFFIRMATIVE DEFENSES

NOW COMES Defendant, HIGGINS LAKE PROPERTY OWNERS
ASSOCIATION, by and through counsel, CAREY & JASKOWSKI, P.L.L.C., by
WILLIAM L. CAREY and as their affirmative defenses, state as follows:

1. Any and all statements made and published by Defendant regarding Plaintiff are true.
2. Any and all statements published by Defendant regarding Plaintiff were approved for publication by the Plaintiff.
3. As to Count II, Plaintiff fails to state a cause of action upon which this Court may grant relief.

FILED

4. The statements complained of by Plaintiff constitute an opinion regarding the terms of contract. The opinion of Defendant is supported by a well-reasoned legal opinion. Accordingly, the statements, as a matter of law, cannot constitute defamation. Differences of opinion regarding lease terms, even when published, cannot constitute defamation. Plaintiff has failed to state a cause of action upon which this Court may grant relief.

5. Plaintiff has suffered no harm or damages, economic or noneconomic, and accordingly his claim is barred by MCR 2.116(C)(10).

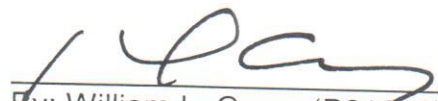
6. Plaintiff's claims of noneconomic loss are barred as a matter of law.

7. Plaintiff's claims are allegedly based upon the terms of a 2013 lease, a copy of which has not been produced by Plaintiff in the support of his complaint. Plaintiff cannot, as a matter of judicial interpretation, prosecute his claims of defamation and intentional infliction of emotional distress without production of said lease. Plaintiff's claim fails as a matter of law. MCR 2.116(C)(8).

Respectfully Submitted,

CAREY & JASKOWSKI, P.L.L.C.

Dated: January 21, 2016


By: William L. Carey (P31602)
Attorney for Defendant