

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

Ashton Park Trace Apartments, LLC,)	
)	
Plaintiff,)	
)	
vs.)	CIVIL ACTION NO. 1:14-CV-04056-MHC
)	
City of Decatur, Georgia; Urban)	
Redevelopment Agency of the City of)	
Decatur; The Potts Company, LLC;)	
The Potts Company, Inc.; Reeves)	
Contracting Company, Inc.; Silverman)	
Construction Program Management, Inc.;)	
Kimley-Horn and Associates, Inc.; and)	
Geo-Hydro Engineers, Inc.)	
)	
Defendants.)	

**RESPONSIVE PLEADINGS and ANSWER of DEFENDANT
GEO-HYDRO ENGINEERS, INC.**

COMES NOW, Geo-Hydro Engineers, Inc., (“Geo-Hydro”) this Defendant and files its Responsive Pleadings and Answer.

DEFENSE

Plaintiff’s claims are barred by Plaintiff’s failure to state a claim upon which relief can be granted.

DEFENSE

Plaintiff’s claims are barred by estoppel.

DEFENSE

Plaintiff’s claims are barred by a total or partial failure of consideration.

DEFENSE

Plaintiff's claims are barred by laches.

DEFENSE

Plaintiff's claims are barred by license.

DEFENSE

Plaintiff's claims are barred by statute of limitations.

DEFENSE

Plaintiff's claims are barred by waiver.

DEFENSE

There is a lack of privity between Plaintiff and Geo-Hydro.

DEFENSE

Geo-Hydro owes no duty to Plaintiff.

DEFENSE

No act or omission by Geo-Hydro either proximately caused or proximately contributed to any of Plaintiff's alleged damages.

DEFENSE

Geo-Hydro shall rely upon such other affirmative defenses, the existence of which may become known through discovery, and reserves the right to amend its Reply to assert the same.

DEFENSE

Without waiving the above defenses, this Defendant answers the specific allegations of the Complaint as follows:

Geo-Hydro is without knowledge or information sufficient to respond to the "Statement of

the Case.”

1-8.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 1 through 8.

9.

Admit.

10.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10.

11.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11.

12.

Admit.

13.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13.

14.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14.

15.

Geo-Hydro admits the City had a multi-million dollar construction project; Geo-Hydro is

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 15.

16-18.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 16 through 18.

19.

Geo-Hydro admits that the Project included an upgrade to the City's stormwater system; Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 19.

20.

Geo-Hydro admits that the Project included a stormwater management vault; Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 20.

21.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21.

22.

Geo-Hydro admits that it entered into a Contract with the City to provide services defined in its Contracts only; Geo-Hydro denies all other allegations in Paragraph 22.

23.

Geo-Hydro admits that the construction required excavation, shoring, and de-watering activities; Geo-Hydro is without knowledge or information sufficient to form a belief as to the

truth of all other allegations in Paragraph 23.

24.

Geo-Hydro admits that the Project required excavation to install the stormwater management vault; Geo-Hydro is without knowledge or information sufficient to form a belief as to what Plaintiff means by “deep.”

25-40.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 25 through 40.

41.

Geo-Hydro incorporates its responses to Paragraphs 1-40 as set forth above.

42-56.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 42 through 56.

57.

Geo-Hydro incorporates its responses to Paragraphs 1-56 as set forth above.

58-67.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 58 through 67.

68.

Geo-Hydro incorporates its responses to Paragraphs 1-67 as set forth above.

69-75.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 69 through 75.

76.

Geo-Hydro incorporates its responses to Paragraphs 1-75 as set forth above.

77-82.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 77 through 82.

83.

Geo-Hydro incorporates its responses to Paragraphs 1-82 as set forth above.

84-96.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 84 through 96.

97.

Geo-Hydro incorporates its responses to Paragraphs 1-96 as set forth above.

98.

Geo-Hydro moves to strike Paragraph 98; it is not an allegation nor notice pleading; Geo-Hydro denies it interfered with the rights of any citizen.

99.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 99.

100.

Geo-Hydro denies the allegations in Paragraph 100 to the extent it constitutes allegations

against Geo-Hydro; Geo-Hydro is without knowledge sufficient to form a belief as to the allegations in Paragraph 100 as they relate to all other Defendants.

101.

Geo-Hydro denies the allegations in Paragraph 101 to the extent it constitutes allegations against Geo-Hydro; Geo-Hydro is without knowledge sufficient to form a belief as to the allegations in Paragraph 100 as they relate to all other Defendants.

102-109.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 102-109.

110.

Denied.

111-113.

Geo-Hydro denies the allegations in Paragraphs 111-113 to the extent it constitutes allegations against Geo-Hydro; Geo-Hydro is without knowledge sufficient to form a belief as to the allegations in Paragraph 111-113 as they relate to all other Defendants.

114.

Geo-Hydro incorporates its responses to Paragraphs 1-113 as set forth above.

115-126.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 115 through 126.

127.

Geo-Hydro incorporates its responses to Paragraphs 1-126 as set forth above.

128-135.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 128 through 135.

136.

Geo-Hydro incorporates its responses to Paragraphs 1-135 as set forth above.

137-150.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 137 through 150.

151.

Geo-Hydro incorporates its responses to Paragraphs 1-150 as set forth above.

152-161.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 152 through 161.

162.

Geo-Hydro incorporates its responses to Paragraphs 1-161 as set forth above.

163-172.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 163 through 172.

173.

Geo-Hydro incorporates its responses to Paragraphs 1-172 as set forth above.

174-189.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth

of the allegations in Paragraphs 174 through 189.

190.

Geo-Hydro incorporates its responses to Paragraphs 1-189 as set forth above.

191.

Geo-Hydro admits that it performed geotechnical engineering services for the Project only as defined in its Contracts with the City; Geo-Hydro denies all other allegations in Paragraph 191.

192.

Geo-Hydro admits that it performed geotechnical engineering services for the Project only as defined in its Contracts with the City; Geo-Hydro denies all other allegations in Paragraph 192.

193.

Geo-Hydro admits that it performed geotechnical engineering services for the Project only as defined in its Contracts with the City; Geo-Hydro denies all other allegations in Paragraph 193.

194.

Admit.

195.

Geo-Hydro admits that it provided recommendations which are spelled out in its reports only; Geo-Hydro denies all other allegations in Paragraph 195.

196.

Denied.

197.

Geo-Hydro has a duty to the City to perform its services as defined in its Contract with a reasonable degree of skill and care. Geo-Hydro met that duty. Geo-Hydro denies all other

allegations in Paragraph 197 of Plaintiff's Complaint.

198-206.

Denied.

207.

Geo-Hydro incorporates its responses to Paragraphs 1-206 as set forth above.

208-217.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 208 through 217.

218.

Geo-Hydro incorporates its responses to Paragraphs 1-217 as set forth above.

219-221.

Denied.

222.

Geo-Hydro moves to strike Paragraph 222 as it is not an allegation made in notice pleadings; to the extent this paragraph contains allegations, they are denied.

223.

Denied.

224.

Geo-Hydro moves to strike Paragraph 224 as it is not an allegation made in notice pleadings; to the extent this paragraph contains allegations, they are denied.

225.

Geo-Hydro is without knowledge or information sufficient to form a belief as to the truth

of the allegations in Paragraph 225.

226.

Denied.

227.

Denied.

228.

Denied.

229.

Geo-Hydro incorporates its responses to Paragraphs 1-228 as set forth above.

230-232.

Geo-Hydro denies the allegations in Paragraph 101 to the extent it constitutes allegations against Geo-Hydro; Geo-Hydro is without knowledge sufficient to form a belief as to the allegations in Paragraphs 230 through 232 as they relate to all other Defendants.

233.

Geo-Hydro incorporates its responses to Paragraphs 1-232 as set forth above.

234.

Denied.

235.

Denied.

236.

Denied.

Any allegation not specifically responded to is denied.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Geo-Hydro demands a jury trial for all claims and issues so triable.

WHEREFORE, Geo-Hydro prays as follows:

- (a) that Plaintiff's Complaint against it be dismissed;
- (b) all costs charged to Plaintiff; and
- (c) that Defendant have such other and further relief as is equitable and appropriate

under the circumstances.

Dated: February 2, 2015.

GREENFIELD, BOST & KLIROS, P.C.

By: */s/ John W. Greenfield*

John W. Greenfield
Georgia State Bar No. 309050
Patrick M. Phillips
Georgia State Bar No. 576501
Attorneys for Defendant Geo-Hydro

990 Hammond Drive, N.E.
Building One, Suite 650
Atlanta, GA 30328
(770) 393-2100

CERTIFICATE OF SERVICE

I hereby certify that I have this day served all counsel in the foregoing matter, with a copy of the foregoing Responsive Pleadings and Answer by depositing a copy of same in an envelope with adequate postage affixed thereon to ensure delivery by regular United States mail and addressed as follows:

T. Bart Gary
Katherine L. Holley
Freeman Mathis & Gary
100 Galleria Parkway, Suite 1600
Atlanta, GA 30339-5948

3575 Piedmont Road
Suite L100, Building 15
Atlanta, GA 30305

Richard H. Hill, Jr.
Mabry & McClelland, LLP
2200 Century Parkway, N.E., Suite 1000
Atlanta, GA 30345

John I. Spangler, III
Deborah Cazan
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424

Mary Lillian Walker
Brad C. Parrott
Hudson Parrott Walker
Fifteen Piedmont Center

Ross Ginsberg
Weinberg Wheeler Hudgins Gunn & Dial
3344 Peachtree Road, NE, Suite 2400
Atlanta, GA 30326

This 2nd day of February, 2015.

GREENFIELD, BOST & KLIROS, P.C.

By: /s/ John W. Greenfield
John W. Greenfield
Georgia State Bar No. 309050
Attorney for Defendant Geo-Hydro

990 Hammond Drive, N.E.
Building One, Suite 650
Atlanta, GA 30328
(770) 393-2100

CERTIFICATION OF COMPLIANCE WITH LR 7.1D ND Ga.

Counsel hereby certifies that, pursuant to LR7.1D, NDGa, this filing has been prepared in an approved font, namely Times New Roman, point 12. Counsel Hereby certifies that the margins are in compliance with LR7.1D.

This 2nd day of February, 2015.

GREENFIELD, BOST & KLIROS, P.C.

By: /s/ John W. Greenfield

John W. Greenfield

Georgia State Bar No. 309050

Attorney for Defendant Geo-Hydro

990 Hammond Drive, N.E.
Building One, Suite 650
Atlanta, GA 30328
(770) 393-2100