

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

PLAINTIFF

VS.

NO.

AND DEFENDANTS

AMENDED ANSWER

(" ") and (" ") respond to the Complaint filed herein by (" ") as follows:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted and accordingly, should be dismissed with prejudice with all costs to be assessed against .

SECOND DEFENSE

The Complaint is barred by the doctrines of estoppel, laches, unclean hands, waiver and failure to mitigate damages.

THIRD DEFENSE

The customer lists which are the subject of 's Complaint do not constitute confidential information or trade secrets.

FOURTH DEFENSE

The bid computation procedures which are the subject of 's Complaint do not constitute confidential information or trade secrets. Responding to the Complaint paragraph by paragraph, would show the following:

1. The allegations of paragraph 1 of the Complaint are admitted.
2. The allegations of paragraphs 2(a) and (b) of the Complaint are admitted.
3. The allegations of paragraph 3 of the Complaint are admitted.
4. It is admitted that has been engaged in the business of wholesale of , and to and users of such consumer goods. and lack sufficient knowledge, information and belief upon which to base an opinion as to the truth or falsity of the present business of and, thus, for the time of demanding strict proof thereof, deny same.

5. admits that , the president of , met with , a representative of , at headquarters in , Mississippi in , for the purpose of discussing a potential purchase of 's business by . denies the remaining allegations of paragraph of the Complaint. lacks sufficient knowledge, information and belief upon which to base an opinion as to the truth or falsity of the allegations contained in Paragraph of the Complaint and, thus, for the purpose of demanding strict proof thereof, denies same.

6. admits that in conjunction with the meeting, provided with certain financial statements. denies the remainder of the allegations of Paragraph of the Complaint. would affirmatively show that on the basis of the financial statements furnished to in , concluded that it was not interested in the purchase of at that time. lacks sufficient knowledge, information and belief upon which to base an opinion as to the truth or falsity of the allegations contained in Paragraph of the Complaint and, thus, for the purpose of demanding strict proof thereof, denies same.

7. admits that , a representative of , telephoned in and informed that would not offer to purchase . denies the remaining allegations of paragraph of the Complaint. lacks sufficient knowledge, information and belief upon which to base an opinion as to the truth or falsity of the allegations contained in Paragraph of the Complaint and, thus, for the purpose of demanding strict proof thereof, denies same.

8. and admit that attempted to recruit to work for in in the business of sales of in , Mississippi. and would affirmatively show that , an employee of and longtime friend of had approached several times over the course of years, on behalf of and other previous employers of regarding the possibility of and working together. and would further affirmatively show that at the time approached concerning the possibility of working for until after was hired by , neither nor anyone involved in the decision to hire , were aware that had discussed with the possible sale of its business. and would further affirmatively show that after the discussion with in , did not again discuss employment with until . The remaining allegations of paragraph 8 of the Complaint are denied.

9. The allegations of paragraph 9 of the Complaint call for a legal conclusion and are, accordingly, denied. would affirmatively state that at all times relevant to the facts giving rise to this Complaint he dealt fairly and in good faith with .

10. It is admitted that asked if he/she intended to continue in his/her employment with . The remaining allegations of paragraph 10 of the Complaint are denied.

11. The allegations of paragraph 11 of the Complaint are admitted.

12. The allegations of paragraph 12 of the Complaint are denied. and would affirmatively show that 's customer lists and bid computation procedures do not constitute trade secrets.

13. The allegations of paragraph 13 of the Complaint are denied.

14. The allegations of paragraph 14 of the Complaint are denied.

15. The allegations of paragraph 15 of the Complaint are denied. It is specifically denied that has suffered damages in the amount of \$ or in any other amount whatsoever.

16. The allegations of paragraph 16 of the Complaint are denied.

17. The allegations of the unnumbered prayer for relief immediately following paragraph 16 of the Complaint are denied. It is specifically denied that and/or are liable to in the amount of \$ or in any other amount whatsoever.

WHEREFORE, PREMISES CONSIDERED, requests that this Court dismiss the Complaint filed herein by , with prejudice with all costs to be assessed against .

Respectfully submitted,

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Attorney for

Of Counsel:

Telephone:  
MSB #  
Attorney for

CERTIFICATE OF SERVICE

I, \_\_\_\_\_, do hereby certify that I have this date delivered via United States Mail, postage prepaid, a true and correct copy of the above and foregoing document to the following listed counsel of record:

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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