

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM, S.S.

SUPERIOR COURT

Seacoast Newspapers, Inc.,)

)

Plaintiff,)

)

v.)

Case No. 218-2019-CV-00377

)

Union Leader Corporation and)

Newspapers of New Hampshire, Inc.,)

)

Defendants.)

**SEACOAST NEWSPAPERS, INC.’S ANSWER TO UNION LEADER
CORPORATION’S COUNTERCLAIM**

Seacoast Newspapers, Inc. (“Seacosast”), by and through counsel, Sheehy Furlong & Behm P.C., states for its Answer to Union Leader Corporation’s (“Union Leader”) Counterclaim the following:

1. Seacoast lacks sufficient information or knowledge to admit or deny the allegations of this paragraph, and therefore the allegations are denied.
2. Admitted.
3. Admitted only that in or around April 2013, the Union Leader and Seacoast entered into a written agreement for the provision of printing and related services by Seacoast to the Union Leader. The agreement speaks for itself. The remaining portions of this paragraph are denied.
4. Denied.
5. Denied.
6. Denied.
7. Seacoast’s prior responses are incorporated herein by reference.

8. Admitted only that in or around April 2013, the Union Leader and Seacoast entered into a written agreement for the provision of printing and related services by Seacoast to the Union Leader. The agreement speaks for itself. The remaining portions of this paragraph are denied.

9. Denied.

10. Denied.

11. Seacoast's prior responses are incorporated herein by reference.

12. Admitted only that in or around April 2013, the Union Leader and Seacoast entered into a written agreement for the provision of printing and related services by Seacoast to the Union Leader. The agreement speaks for itself. The remaining portions of this paragraph are denied.

13. Denied.

14. Denied.

AFFIRMATIVE DEFENSES

To the extent disclosed by discovery, this action may be barred in whole or in part by the following:

1. Failure to state a claim upon which relief can be granted.
2. Union Leander's breach of the Agreement.
3. Union Leader's failure to perform under the Agreement.
4. Lack of causation.
5. Equitable estoppel.
6. Waiver.
7. Unclean hands.

8. Statute of Limitations.
9. Laches.
10. Failure to mitigate damages.

Seacoast reserves the right to plead additional defenses as the litigation progresses.

JURY DEMAND

Seacoast Newspapers, Inc. demands a jury trial.

PRAYER FOR RELIEF

Seacoast Newspapers, Inc. respectfully requests judgment in its favor together with costs and such other relief the Court deems just.

Dated at Burlington, Vermont on this 3rd day of July, 2019.

SEACOAST NEWSPAPERS, INC.

By: /s/ Mark E. Melendy
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