

DISTRICT COURT, STATE OF IOWA, CERRO GORDO COUNTY

THE ESTATE OF DERRICK W. BERHOW  
by and through the Executor of the Estate of  
MANDY BERHOW, MANDY BERHOW,  
individually AND MANDY BERHOW as  
Parent and Next Friend to T.R.B., a minor  
child,

Plaintiffs,

v.

KEITH A. HALFWASSEN, MASON CITY  
COUNTRY CLUB, INC., AND  
CONSOLIDATED ELECTRICAL  
DISTRIBUTORS, INC. d/b/a CULVER  
HAHN ELECTRIC SUPPLY,

Defendants.

LACV071541

**ANSWER OF MASON CITY COUNTRY  
CLUB, INC. AND JURY DEMAND**

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COMES NOW the Defendant, Mason City Country Club, Inc., and for its Answer states:

1. Paragraph 1 of the Petition is denied for lack of information.
2. Paragraph 2 of the Petition is denied for lack of information.
3. Paragraph 3 of the Petition is denied for lack of information.
4. Paragraph 4 of the Petition is denied for lack of information.
5. Paragraph 5 of the Petition is denied for lack of information.
6. Paragraph 6 of the Petition is denied for lack of information.
7. Paragraph 7 of the Petition is admitted.
8. Paragraph 8 of the Petition is admitted.
9. Paragraph 9 of the Petition is denied for lack of information as to all participants and is overly broad.
10. Paragraph 10 of the Petition is denied for lack of information and is overly broad.
11. Paragraph 11 of the Petition is denied for lack of information.

12. Paragraph 12 of the Petition is denied.
13. Paragraph 13 of the Petition is denied for lack of information.
14. Paragraph 14 of the Petition is denied for lack of information.
15. Paragraph 15 of the Petition is denied as to Mason City Country Club.
16. Paragraph 16 of the Petition is admitted in that venue is appropriate.
17. Paragraph 17 of the Petition is admitted in that Mason City Country Club received a notice, but is denied as to any legal conclusion.

**COUNT I: DRAM SHOP CLAIM AGAINST MASON CITY COUNTRY CLUB, INC.**

18. Paragraph 18 of Count I of the Petition is answered as those paragraphs were previously answered.
19. Paragraph 19 of Count I of the Petition is denied.
20. Paragraph 20 of Count I of the Petition is denied.
21. Paragraph 21 of Count I of the Petition is denied.
22. Paragraph 22 of Count I of the Petition and all subparts are denied.
23. Paragraph 23 of Count I of the Petition is denied as being overly broad.

WHEREFORE, the Defendant, Mason City Country Club, Inc., having fully answered Count I of the Petition, prays that it be dismissed and the costs taxed against Plaintiffs.

**COUNT II: NEGLIGENCE AGAINST MASON CITY COUNTRY CLUB, INC.**

24. Paragraph 24 of Count II of the Petition is answered as those paragraphs were previously answered.
25. Paragraph 25 of Count II of the Petition is denied as the dram shop statute preempts common law claims against Mason City Country Club.
26. Paragraph 26 of Count II of the Petition is admitted as a general duty, but is denied as

being overly broad as stated.

27. Paragraph 27 of Count II of the Petition is denied as to the assertion that Mason City Country Club “hosted” the golf outing.

28. Paragraph 28 of Count II of the Petition is denied for lack of information.

29. Paragraph 29 of Count II of the Petition is denied for lack of information.

30. Paragraph 30 of Count II of the Petition and all subparts are denied.

31. Paragraph 31 of Count II of the Petition is denied and is overly broad.

32. Paragraph 32 of Count II of the Petition and all subparts are denied.

WHEREFORE, the Defendant, Mason City Country Club, Inc., having fully answered Count II of the Petition, prays that it be dismissed and the costs taxed against Plaintiffs.

**COUNT III: NEGLIGENCE AGAINST KEITH HALFWASSEN**

33. Paragraph 33 of Count III of the Petition is answered as those paragraphs were previously answered.

34. Paragraphs 34 through 42 of Count III of the Petition are not answered as this Count does not pertain to Mason City Country Club, but to the extent any paragraphs do, they are denied.

WHEREFORE, the Defendant, Mason City Country Club, Inc., having fully answered Count III of the Petition, prays that it be dismissed and the costs taxed against Plaintiffs.

**COUNT IV: NEGLIGENCE AGAINST CULVER HAHN ELECTRIC SUPPLY**

35. Paragraph 43 of Count IV of the Petition is answered as those paragraphs were previously answered.

36. Paragraphs 44 through 50 of Count IV of the Petition are not answered as this Count does not pertain to Mason City Country Club, but to the extent any paragraphs do, they are

denied.

WHEREFORE, the Defendant, Mason City Country Club, Inc., having fully answered Count IV of the Petition, prays that it be dismissed and the costs taxed against Plaintiffs.

#### **AFFIRMATIVE DEFENSES**

1. Comparative Fault. The Decedent, other parties, or non-parties may have been contributorily negligent or at fault, such that this negligence or fault will bar the Plaintiffs from any recovery or reduce any recovery proportionally against this Defendant.

2. Sole Proximate Cause. The fault of other persons or entities, and for whose acts or omissions this Defendant is in no way liable, or other natural conditions, may have been the sole proximate cause of the Plaintiffs' alleged damages and injuries, in which case the Plaintiffs are not entitled to recover from this Defendant.

3. Intervening, Superseding Cause. Negligence or fault of others, or other active forces, whether alone or in combination with each other including those of the Decedent, may constitute an intervening, superseding cause of any injury or damage claimed by the Plaintiffs so as to bar the Plaintiffs from any recovery from this Defendant.

4. Scope of Liability. The harms alleged in this case were not within the scope of liability of this Defendant.

5. Other Causes. Actions by the Decedent, not due to and other than intoxication, were the cause of the injury and to the extent the Decedent's intoxication caused the incident, the doctrine of complicity applies.

6. Assumption of Risk. The Decedent assumed the risk of his behavior and assented to the activity.

7. Failure to State a Claim. The Plaintiffs have failed to state a claim against this

Defendant, such that there is no legal basis on which the Plaintiffs could recover against it.

8. Complicity. Mason City Country Club asserts the defense of complicity as an absolute bar to recovery.

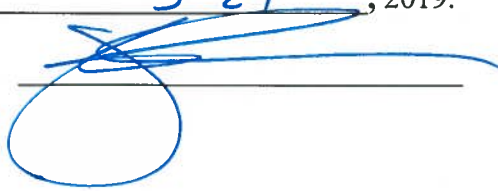
**JURY DEMAND**

COMES NOW Defendant Mason City Country Club, Inc., and hereby demands trial by jury of all issues contained in the above-captioned matter.

**Proof of Service**

I certify I served this document on each party by use of the EDMS system or by mailing or delivering it to each party's attorney of record at the address disclosed in the pleadings, under I.R.C.P. 1.442(2) and F.R.C.P. 5(b), on \_\_\_\_\_,

3-27, 2019.



MASON CITY COUNTRY CLUB, INC.,

Defendant,

By \_\_\_\_\_



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