

IOWA DISTRICT COURT IN AND FOR CERRO GORDO COUNTY

<p>THE ESTATE OF DERRICK W. BERHOW by and through the Executor of the Estate MANDY BERHOW, MANDY BERHOW, individually AND MANDY BERHOW as Parent and Next Friend to T.R.B., a minor child,</p> <p>Plaintiffs,</p> <p>vs.</p> <p>KEITH A. HALFWASSEN, MASON CITY COUNTRY CLUB, INC. AND CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC., d/b/a CULVER HAHN ELECTRIC SUPPLY,</p> <p>Defendants.</p>	<p>Case No: LACV071541</p> <p>DEFENDANT KEITH A. HALFWASSEN'S ANSWER TO PLAINTIFFS' PETITION AT LAW</p>
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COMES NOW Defendant Keith A. Halfwassen, by and through counsel, and for Defendant's Answer to Plaintiffs' Petition at Law states:

1. In response to Paragraph 1, Defendant admits Deceased Derrick Berhow resided in Belmond, Iowa. The remaining allegations of Paragraph 1 are denied for lack of sufficient information.
2. Paragraph 2 is denied for lack of sufficient information.
3. Paragraph 3 is denied for lack of sufficient information.
4. Paragraph 4 is denied for lack of sufficient information.
5. Paragraph 5 is admitted.
6. Paragraph 6 is denied for lack of sufficient information.
7. Paragraph 7 is admitted.
8. Paragraph 8 is admitted.
9. Paragraph 9 is denied for lack of sufficient information.

10. Paragraph 10 is admitted.

11. In response to Paragraph 11, Defendant Keith Halfwassen admits that Culver Hahn provided drink tickets and alcoholic beverages were served by the Mason City Country Club and that he consumed alcoholic beverages during the outing.

12. Paragraph 12 is denied.

13. In response to paragraph 13, this Defendant admits Derrick Berhow was standing on the back of the golf cart driven by Defendant Halfwassen and fell off of the golf cart. The remaining allegations of paragraph 13 are denied for lack of sufficient information.

14. Paragraph 14 is denied.

15. Paragraph 15 is denied for lack of sufficient information.

16. Paragraph 16 is admitted.

17. Paragraph 17 is denied for lack of sufficient information.

**COUNT I – Dram Shop Claim Against Defendant Mason City Country Club, Inc. on Behalf of all Plaintiffs**

Count I of Plaintiffs' Petition at Law makes no claims against this Defendant and therefore no answer is required or given. To the extent that any allegations contained in Count I of Plaintiffs' Petition are deemed to be adverse to this Defendant, said allegations are denied.

**COUNT II – Negligence Against Defendant Mason City Country Club, Inc.**

Count II of Plaintiffs' Petition makes no claims against this Defendant and therefore no answer is required or given. To the extent that any allegations contained in Count II are deemed to be adverse to this Defendant, said allegations are denied.

**COUNT III – Negligence Against Defendant Keith Halfwassen**

33. In response to paragraph 33, Defendant restates his answers to paragraphs 1 through 17 as though fully set forth herein.

34. Paragraph 34 is admitted.

35. Paragraph 35 is admitted.

36. Paragraph 36 is admitted.

37. Paragraph 37 is denied.

38. Paragraph 38 is denied.

39. Paragraph 39 is denied.

40. Paragraph 40, including subparagraphs “a” through “f,” is denied in its entirety.

41. Paragraph 41 is denied.

42. Paragraph 42, including subparagraphs “a” through “h,” is denied in its entirety.

**Affirmative Defenses**

1. The Plaintiffs’ Petition contains allegations which fail to state a claim upon which relief can be granted.

2. Defendant asserts the affirmative defense of comparative fault pursuant to Chapter 668 of the Code of Iowa.

3. Defendant states and alleges that Plaintiffs’ injuries/damages, if any, may have been caused or contributed to by a pre-existing medical condition and/or subsequently occurring medical condition for which this Defendant is not responsible.

4. Defendant assert that Plaintiffs' injuries and damages were the result of a superseding and intervening event removing any liability on the part of Defendant Keith A. Halfwassen.

5. To the extent that the Plaintiffs' Petition alleges loss of consortium, these claims are derivative of Count III and must fail if this Count fails.

WHEREFORE, Defendant Keith A. Halfwassen requests that Plaintiffs' Petition at Law be dismissed and the costs taxed against the Plaintiff, or in the alternative, that fault and costs be assessed in accordance with Chapter 668 of the Code of Iowa.

**COUNT IV – Negligence Against Defendant Culver Hahn Electric Supply**

Count IV of Plaintiffs' Petition makes no claims against this Defendant and therefore no Answer is required or given. To the extent that any allegations contained in Count IV are deemed to be adverse to this Defendant, said allegations are denied.

WHEREFORE, Defendant Keith A. Halfwassen requests that Plaintiffs' Petition at Law be dismissed and the costs taxed against the Plaintiffs, or in the alternative, that fault and costs be assessed in accordance with Chapter 668 of the Code of Iowa.

Respectfully Submitted,

SWISHER & COHRT, P.L.C.

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Original Filed.

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above case by service on each of the attorneys of record herein at their respective addresses disclosed on the pleadings by:

- |   |  |
|---|--|
| <input type="checkbox"/> U.S. Mail      | <input checked="" type="checkbox"/> Other: <b>EDMS</b> |
| <input type="checkbox"/> Hand Delivered | <input type="checkbox"/> FAX                           |

on March 13, 2019  
Lukschla