

IN THE CHANCERY COURT FOR CUMBERLAND COUNTY, TENNESSEE

LAKE PARK RESORT, INC.,

Plaintiff,

vs.

ANTHONY E. JOHNSON,
SARAI DAVID,
ANNA JACKSON,

Defendants.

No. 2022-CH-2256

RESPONSE TO PLAINTIFF'S RULE 12 MOTION TO DISMISS

Comes the Defendant, Anthony E. Johnson, by and through counsel, and in response to Plaintiff's Rule 12 Motion to Dismiss, would respectfully show:

1. Defendant has filed an Answer pro-se, and now has hired an attorney to represent him.
2. Defendant would request time to allow counsel to review all pleadings related to Mr. Johnson, and amend same, if necessary with the Court's approval.
3. In the event the Court is not so inclined, Defendant would assert a response at this time as follows;
4. Typographic and spelling errors are not a basis to dismiss a pleading.
5. While Counter-Defendant asserts, and it is trying to divine the Counter-Complaint (Paragraph 4), Paragraph 8 indicates a breach of contract is clearly understood; then goes on to assert it makes no claim for which relief can be granted. Clearly, a breach of contract is a compensable claim if proven.

6. If the counter pleadings are unclear, the proper request for relief here is for a more definite statement, not dismissal.
7. The supporting work claimed appears to span over twenty (20) years, and while it may well be true, collection of those beyond six (6) years may be barred, the last six (6) years are not.
8. As to claiming back twenty (20) years, counsel for Defendant has seen seasoned, experienced attorneys pursue such past due claims such as HOA dues, and effectively argued in this Court they were barred. Therefore, it is not astounding a pro-se lien claimant might make the same error, if no exception to the statute applies.
9. In liberal construction of a pro-se pleading in contract where a party is completing work the Plaintiff is obligated to perform and Plaintiff accepts and allows performance, quantum meruit, unjust enrichment and/or quasi contract theories may apply so that a contract pleading is not that far off the mark.
10. As to slander, if slander occurred, acts of the officers and directors in their official capacity are acts of the Corporation so that the Corporation could, in fact be liable or alternatively, and more likely, the officer or director be personally liable and amendment is proper.

WHEREFORE, Defendant Anthony E. Johnson prays the motion be denied, or alternatively, continued to allow assistance of counsel in this matter.

Respectfully submitted this the 15th day of September, 2022.

ANTHONY E. JOHNSON