

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR COURT
COUNTY OF MARION) CAUSE NO. 49D11-2207-PL-024706

TURNKEY DESIGN AND BUILD, LLC,)
)
 Plaintiff,)

v.)

TWO CHICKS AND A HAMMER, INC.,)
BDD LLC,)
MINA STARSIAK HAWK,)
ALIYE HARGETT,)
FAIRWAY INDEPENDENT)
MORTGAGE COMPANY,)
MALCOLM FOGLE,)
JASMINE FOGLE,)
FIRST INTERNET BANK OF INDIANA,)
DAKOTA N. SCHMUTZLER and)
GENEVA FINANCIAL, LLC,)
)
 Defendants.)

TWO CHICKS AND A HAMMER, INC.,)
BDD LLC and)
MINA STARSIAK HAWK,)
)
 Counterclaimant,)

v.)

TURNKEY DESIGN AND BUILD, LLC,)
)
 Counterclaim-Defendant.)

**ANSWER, AFFIRMATIVE DEFENSES, OBJECTION TO JURY DEMAND AND
VERIFIED COUNTERCLAIM IN RESPONSE TO PLAINTIFF'S
COMPLAINT FOR PRELIMINARY AND PERMANENT
INJUNCTIVE RELIEF, DAMAGES, FORECLOSURE OF
MECHANIC'S LIENS AND JURY DEMAND**

Come now the Defendants, Two Chicks and a Hammer, Inc. ("Two Chicks"), BDD LLC ("BDD") and Mina Starsiak Hawk ("Mina"), by counsel, and submits their Answer, Affirmative

Defenses, Objection to Jury Demand and Verified Counterclaim in Response to Plaintiff's Complaint for Preliminary and Permanent Injunctive Relief, Damages, Foreclosure of Mechanic's Liens and Jury Demand ("Plaintiff's Complaint"), and in support hereof, state the following:

PARTIES

1. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 1 of Plaintiff's Complaint and therefore deny the same.

2. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 2 of Plaintiff's Complaint.

3. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 3 of Plaintiff's Complaint.

4. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 4 of Plaintiff's Complaint.

5. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 5 of Plaintiff's Complaint.

6. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 6 of Plaintiff's Complaint.

7. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 7 of Plaintiff's Complaint and therefore deny the same.

8. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 8 of Plaintiff's Complaint and therefore deny the same.

9. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 9 of Plaintiff's Complaint and therefore deny the same.

10. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 10 of Plaintiff's Complaint and therefore deny the same.

11. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 11 of Plaintiff's Complaint and therefore deny the same.

12. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 12 of Plaintiff's Complaint and therefore deny the same.

13. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 13 of Plaintiff's Complaint and therefore deny the same.

14. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 14 of Plaintiff's Complaint and therefore deny the same.

15. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 15 of Plaintiff's Complaint and therefore deny the same.

16. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 16 of Plaintiff's Complaint and therefore deny the same.

17. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 17 of Plaintiff's Complaint.

FACTUAL BACKGROUND

18. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 18 of Plaintiff's Complaint and therefore deny the same.

19. Two Chicks, BDD and Mina admit that the parties referenced have an ongoing business relationship but deny the remaining material allegations as set forth in paragraph 19 of Plaintiff's Complaint.

20. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 20 of Plaintiff's Complaint and therefore deny the same.

21. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 21 of Plaintiff's Complaint and therefore deny the same.

22. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 22 of Plaintiff's Complaint and assert that the "October 28th Letter" speaks for itself.

23. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 23 of Plaintiff's Complaint and assert that the "October 28th Letter" speaks for itself.

24. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 24 of Plaintiff's Complaint and therefore deny the same.

25. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 25 of Plaintiff's Complaint with the assertion that Turnkey was required to perform in full.

Turnkey and its Subcontractors

26. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 26 of Plaintiff's Complaint and therefore deny the same.

27. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 27 of Plaintiff's Complaint and therefore deny the same.

28. Two Chicks, BDD and Mina admit that Turnkey performed partial and incomplete work for the Disputed Properties but is without sufficient information to admit or deny the remaining material allegations as set forth in paragraph 28 of Plaintiff's Complaint and therefore deny the same.

29. Two Chicks, BDD and Mina admit some invoices were received but deny the remaining material allegations as set forth in paragraph 29 of Plaintiff's Complaint.

30. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 30 of Plaintiff's Complaint.

31. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 31 of Plaintiff's Complaint.

32. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 32 of Plaintiff's Complaint and therefore deny the same.

Mechanic's Liens

33. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 33 of Plaintiff's Complaint.

34. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 34 of Plaintiff's Complaint and therefore deny the same but assert that the "26 Adler Mechanic's Lien" speaks for itself.

35. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 35 of Plaintiff's Complaint and therefore deny the same but assert that the "13 Adler Mechanic's Lien" speaks for itself.

36. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 36 of Plaintiff's Complaint and therefore deny the same but assert that the "Talbot Mechanic's Lien" speaks for itself.

37. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 37 of Plaintiff's Complaint but assert that funds have been escrowed at the title company for all alleged mechanic's liens.

Current Owners of Disputed Properties

38. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 38 of Plaintiff’s Complaint and therefore deny the same but assert that the “Corporate Warranty Deed executed June 24, 2022” speaks for itself.

39. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 39 of Plaintiff’s Complaint and therefore deny the same but assert that funds have been escrowed at the title company for all alleged mechanic’s liens.

40. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 40 of Plaintiff’s Complaint and therefore deny the same but assert that the “Corporate Warranty Deed executed June 8, 2022” speaks for itself.

41. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 41 of Plaintiff’s Complaint and therefore deny the same but assert that funds have been escrowed at the title company for all alleged mechanic’s liens.

42. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 42 of Plaintiff’s Complaint and therefore deny the same but assert that the “Limited Liability Company Warranty Deed executed May 27, 2022” speaks for itself.

43. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 43 of Plaintiff’s Complaint and therefore deny the same but assert that funds have been escrowed at the title company for all alleged mechanic’s liens.

**Defendants, BDD and Two Chicks Solicit Turnkey Sub-Contractors
and Interfere with Business Contracts and Relationships**

44. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 44 of Plaintiff’s Complaint and therefore deny the same.

45. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 45 of Plaintiff's Complaint and therefore deny the same.

46. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 46 of Plaintiff's Complaint but assert that the "October 28th Letter" speaks for itself.

47. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 47 of Plaintiff's Complaint.

48. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 48 of Plaintiff's Complaint.

49. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 49 of Plaintiff's Complaint.

50. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 50 of Plaintiff's Complaint.

51. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 51 of Plaintiff's Complaint.

52. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 52 of Plaintiff's Complaint.

53. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 53 of Plaintiff's Complaint.

COUNT I
Breach of Contract – BDD and Two Chicks

54. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-53 above and hereby deny all allegations contained herein not specifically admitted herein.

55. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 55 of Plaintiff's Complaint and assert that the "October 28th Letter" speaks for itself, and that Turnkey was required to fully perform.

56. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 56 of Plaintiff's Complaint but assert that the "October 28th Letter" speaks for itself.

57. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 57 of Plaintiff's Complaint but assert that the "October 28th Letter" speaks for itself.

58. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 58 of Plaintiff's Complaint.

59. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 59 of Plaintiff's Complaint.

COUNT II
Foreclosure of 26 Adler Mechanic's Lien

60. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-59 above and hereby deny all allegations contained herein not specifically admitted herein.

61. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 61 of Plaintiff's Complaint.

62. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 62 of Plaintiff's Complaint and therefore deny the same.

63. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 63 of Plaintiff's Complaint.

64. Two Chicks, BDD and Mina deny the material allegations set forth in paragraph 64 of Plaintiff's Complaint and as to the entitlement to attorney fees and expenses such is a legal

conclusion as to which no responsive pleading is required and is a legal conclusion to be determined by this Court.

65. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 65 of Plaintiff's Complaint and therefore deny the same.

66. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 66 of Plaintiff's Complaint and therefore deny the same.

COUNT III
Foreclosure of 13 Adler Mechanic's Lien

67. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-66 above and hereby deny all allegations contained herein not specifically admitted herein.

68. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 68 of Plaintiff's Complaint.

69. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 69 of Plaintiff's Complaint and therefore deny the same.

70. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 70 of Plaintiff's Complaint.

71. Two Chicks, BDD and Mina deny the material allegations set forth in paragraph 71 of Plaintiff's Complaint and as to the entitlement to attorney fees and expenses such is a legal conclusion as to which no responsive pleading is required and is a legal conclusion to be determined by this Court.

72. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 72 of Plaintiff's Complaint and therefore deny the same.

73. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 73 of Plaintiff's Complaint and therefore deny the same.

74. Two Chicks, BDD and Mina deny the material allegations set forth in paragraph 74 of Plaintiff's Complaint and as to the entitlement to attorney fees and expenses such is a legal conclusion as to which no responsive pleading is required and is a legal conclusion to be determined by this Court.

COUNT IV
Foreclosure of Talbott Mechanic's Lien

75. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-74 above and hereby deny all allegations contained herein not specifically admitted herein.

76. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 76 of Plaintiff's Complaint.

77. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 77 of Plaintiff's Complaint and therefore deny the same.

78. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 78 of Plaintiff's Complaint.

79. Two Chicks, BDD and Mina deny the material allegations set forth in paragraph 79 of Plaintiff's Complaint and as to the entitlement to attorney fees and expenses such is a legal conclusion as to which no responsive pleading is required and is a legal conclusion to be determined by this Court.

80. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 80 of Plaintiff's Complaint and therefore deny the same.

81. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 81 of Plaintiff's Complaint and therefore deny the same.

COUNT V

Tortious Interference with Contractual Relationships – Mina, BDD, and Two Chicks

82. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-81 above and hereby deny all allegations contained herein not specifically admitted herein.

83. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 83 of Plaintiff's Complaint and therefore deny the same.

84. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 84 of Plaintiff's Complaint.

85. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 85 of Plaintiff's Complaint.

86. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 86 of Plaintiff's Complaint.

87. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 87 of Plaintiff's Complaint.

88. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 88 of Plaintiff's Complaint.

COUNT VI

Tortious Interference with Business Relationships – Mina, BDD, and Two Chicks

89. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-88 above and hereby deny all allegations contained herein not specifically admitted herein.

90. Two Chicks, BDD and Mina are without sufficient information to admit or deny the material allegations as set forth in paragraph 90 of Plaintiff's Complaint and therefore deny the same.

91. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 91 of Plaintiff's Complaint.

92. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 92 of Plaintiff's Complaint.

93. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 93 of Plaintiff's Complaint.

94. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 94 of Plaintiff's Complaint.

COUNT VII
Unjust Enrichment

95. Two Chicks, BDD and Mina replead and reassert their answers and responses to paragraphs 1-94 above and hereby deny all allegations contained herein not specifically admitted herein.

96. Two Chicks, BDD and Mina admit the material allegations as set forth in paragraph 96 of Plaintiff's Complaint.

97. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 97 of Plaintiff's Complaint.

98. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 98 of Plaintiff's Complaint.

99. Two Chicks, BDD and Mina deny the material allegations as set forth in paragraph 99 of Plaintiff's Complaint.

Respectfully submitted,

BARKER LAW OFFICES

By: 

David J. Barker, Esq., #14491-34

*Attorney for Defendants, Two Chicks and
a Hammer, Inc., BDD LLC and Mina
Starsiak Hawk*

AFFIRMATIVE DEFENSES

Come now the Defendants, Two Chicks and a Hammer, Inc. (“Two Chicks”), BDD LLC (“BDD”) and Mina Starsiak Hawk (“Mina”), by counsel, and submit the following Affirmative Defenses to Plaintiff’s Complaint for Preliminary and Permanent Injunctive Relief, Damages, Foreclosure of Mechanic’s Liens (“Plaintiff’s Complaint”):

1. Two Chicks, BDD and Mina deny liability and further dispute every allegation and inference of supposed fault or other purported wrongful action or inaction.
2. Plaintiff’s alleged claims or a portion of Plaintiff’s alleged claims should be barred based upon the Doctrine of Setoff in that Two Chicks, BDD and Mina are entitled to a credit or right of set-off for any viable counterclaims now or hereafter asserted.
3. Plaintiff’s alleged claims and requested remedies are barred and limited by the agreement between the parties.
4. Plaintiff’s alleged claims, if any, are barred by the Doctrines of Estoppel, Waiver, Laches and Unclean Hands so as not to waive those potentially applicable affirmative defenses.
5. Plaintiff’s alleged damages, if any, and requests sought by Plaintiff are unreasonable as a matter of fact and as a matter of law.
6. Plaintiff’s damages were caused in full or part by Plaintiff’s negligence or improper conduct.

7. Plaintiff is barred from recovery to the extent its contributory fault is greater than the fault of all persons whose fault proximately contributed to Plaintiff's damages.

8. In the alternative, if Plaintiff's contributory fault is not greater than the fault of all persons whose fault proximately contributed to Plaintiff's damages, any amount awarded as compensatory damages should be diminished proportionately to Plaintiff's comparative fault.

9. Two Chicks, BDD and Mina's acts, actions and omissions, if any, toward Plaintiff were at all times done in good faith.

10. Two Chicks, BDD and Mina's actions or inactions were not the proximate cause of Plaintiff's alleged damages.

11. Plaintiff may have failed to mitigate its alleged damages.

12. Plaintiff failed to state a claim upon which relief should be granted against Two Chicks, BDD and Mina.

13. Plaintiff's alleged claims are frivolous, unreasonable and groundless.

14. Plaintiff's alleged claims should be barred based upon Delay by the Plaintiff's failure to provide notice to all appropriate and responsible parties, by the Plaintiff's failure to mitigate its damages and by the Plaintiff's failure to allow remedies and/or cures and its failure to exhaust any and all such remedies.

15. Plaintiff's damages, if any, were proximately caused in whole or in part by a third-party or third-parties and/or by a non-party or non-parties.

16. Plaintiff's claims for foreclosure of Mechanic's Liens are barred in that the funds are escrowed at the title company allowing title of the real estate to be transferred to a bona fide purchaser.

17. Two Chicks, BDD and Mina reserve the right to add, alter or amend their Affirmative Defenses in the course of discovery or as the Court allows and further reserve the right to assert additional Affirmative Defenses, including non-party defenses, in the event same are identified during further discovery in this proceeding.

WHEREFORE, Defendants, Two Chicks and a Hammer, Inc., BDD LLC and Mina Starsiak Hawk, by counsel, pray that the Plaintiff takes nothing by way of its Complaint, for costs of this action, and for all other proper relief.

Respectfully submitted,

BARKER LAW OFFICES

By: 

David J. Barker, Esq., #14491-34

Attorney for Defendants, Two Chicks and a Hammer, Inc., BDD LLC and Mina Starsiak Hawk

OBJECTION TO JURY DEMAND

Two Chicks and a Hammer, Inc., BDD LLC and Mina Starsiak Hawk hereby object to Plaintiff's Jury Demand and hereby request that this Court deny Plaintiff's Jury Demand.

Respectfully submitted,

BARKER LAW OFFICES

By: 

David J. Barker, Esq., #14491-34

Attorney for Defendants, Two Chicks and a Hammer, Inc., BDD LLC and Mina Starsiak Hawk

**COUNTERCLAIM FOR BREACH OF CONTRACT,
SLANDER OF TITLE AND FOR DAMAGES**

Come now the Counterclaimants, Two Chicks and a Hammer, Inc. (“Two Chicks”), BDD LLC (“BDD”) and Mina Starsiak Hawk (“Mina”) (collectively, the “Counterclaimants”), by counsel, and hereby submit their Counterclaim for Breach of Contract, Slander of Title and for Damages against the Counterclaim-Defendant, Turnkey Design and Build, LLC (“Turnkey”), and would show the Court the following:

1. On or about October 28, 2021, the parties entered into an engagement letter that Plaintiff is alleging is the “Contract” for the supply of materials and services for residential multi-family dwellings and jobsites located at 26 East Adler Street, Indianapolis, Indiana 46625 (“26 Adler”), 13 East Adler Street, Indianapolis, Indiana 46225 (“13 Adler”) and 1302 South Talbott Street, Indianapolis, Indiana 46225 (“1302 Talbott”); however, the full scope of work, labor and materials was not specified in said engagement letter.

2. Prior to the delivery of services and materials per the terms of the Contract, Turnkey supplied Counterclaimants with a quotation for such services and materials and Counterclaimants agreed and accepted said quotation, therein allowing Turnkey to begin work.

3. Turnkey undertook certain work but failed to complete said work in accordance with the Contract and/or completed said work in a negligent, faulty and incorrect manner. Additionally, Turnkey failed to perform the work in its entirety and made mistakes requiring corrective work by the Counterclaimants, but Turnkey still billed Counterclaimants for these materials and on occasions double billed its work, causing overbilling.

4. At 26 Adler, Counterclaimants paid all outstanding invoices due Turnkey totaling \$37,273.57. There are no unpaid invoices on this property, which does not merit an \$18,000.00 lien.

5. At 13 Adler, there is one (1) unpaid invoice for \$1,450.00 for which Turnkey failed to properly install ten (10) windows and refused to correct the faulty work even though inspection failed from the City Inspector requiring the Counterclaimants to hire additional subcontractors to complete the work to pass inspection. Nonetheless, this does not merit a \$35,000.00 lien.

6. At 1302 Talbott, there are two (2) outstanding unpaid invoices totaling \$1,200.00 for Turnkey's failure to provide trash removal and perform fire caulking, so Counterclaimants were required to hire an additional subcontractor to complete the work. This also does not merit an \$18,000.00 lien.

7. Further, all alleged liens against 26 Adler, 13 Adler and 1302 Talbott, have been escrowed over.

8. All materials and work supplied for 26 Adler, 13 Adler and 1302 Talbott have been paid in full and every invoice from Turnkey has been paid by Counterclaimants and some payments were made to Turnkey in lump sums for multiple invoices.

9. In addition to failing to complete the work, Turnkey has now placed liens on 26 Adler, 13 Adler and 1302 Talbott, which liens were not filed until well after the applicable statutory period allowing for a lien and said liens are therefore invalid and are slanderous and injurious to the title of 26 Adler, 13 Adler and 1302 Talbott causing damages to Counterclaimants and these invalid liens are the basis for Turnkey's foreclosure lawsuit causing additional damages to Counterclaimants.

10. Turnkey failed to give the owners of 26 Adler, 13 Adler and 1302 Talbott a pre-lien notice, pursuant to the requirements of the Indiana Mechanic's Lien Act, as codified in I.C. § 32-8-3-1, as amended.

11. On or about June 23, 2022, Counterclaimants sent a Notice of Slander of Title to Turnkey but failed to correct or respond. A copy of said Notice of Slander of Title letter is attached hereto as Exhibit "A" and incorporated herein by reference.

12. Counterclaimants are entitled to reasonable attorney fees and costs of collection pursuant to the terms of the Contract and pursuant to I.C. § 32-20-5, as amended, the slander of title statute and hereby requests the same.

13. Turnkey has breached the terms of the Contract and has caused damages to the Counterclaimants.

14. Counterclaimants have been damaged by the Turnkey in an amount to be specified at a trial of this matter.

WHEREFORE, Counterclaimants, Two Chicks and a Hammer, Inc., BDD LLC and Mina Starsiak Hawk, by counsel, pray for judgment against Counterclaim-Defendant, Turnkey Design and Build, LLC, in an amount to be proven and determined at a trial of this matter and for all damages as allowed by law, for reasonable attorney fees, costs of this action and for all other relief proper in the premises.

Respectfully submitted,

BARKER LAW OFFICES

By: 

David J. Barker, Esq., #14491-34

*Attorney for Defendants, Two Chicks and
a Hammer, Inc., BDD LLC and Mina
Starsiak Hawk*

VERIFICATION

WE AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FACTS SET FORTH IN THE FOREGOING ARE TRUE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

Two Chicks and a Hammer, Inc.

By: Mina Starsiak dotloop verified
09/16/22 1:22 PM EDT
Q2M2-62J1-FY5M-LR7J

Printed: Mina Starsiak Hawk

Title: Owner

BDD LLC

By: Mina Starsiak dotloop verified
09/16/22 1:22 PM EDT
7HM2-FM4Q-NY5-L3D

Printed: Mina Starsiak Hawk

Title: Owner

Mina Starsiak dotloop verified
09/16/22 1:22 PM EDT
N09A-6555-KV5P-BMD

Mina Starsiak Hawk

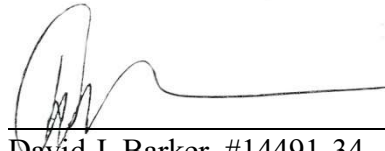
CERTIFICATE OF COMPLIANCE AND OF SERVICE

I certify that the foregoing document complies with the requirements of Trial Rule 5(G) with regard to information excluded from the public record under Administrative Rule 9(G), and further certify that I have this 19th day of September 2022, served by electronic transmission or mailed a true and correct copy of the above and foregoing by U.S. mail, postage prepaid, and properly addressed to:

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