

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
EASTERN DIVISION

Nicholas Kleinfeldt,	)	
	)	Case No.: 3:26-cv-00026
Plaintiff,	)	
	)	ANSWER AND
vs	)	DEMAND FOR JURY
	)	
Crossroads Repair, LLC,	)	
	)	
Defendant.	)	

TO: THE ABOVE NAMED PLAINTIFF AND HIS ATTORNEYS OF RECORD:

Defendant Crossroads Repair, LLC (hereinafter referred to as “Crossroads”), for its answer to the COMPLAINT & JURY DEMAND (hereinafter referred to as “COMPLAINT”) in this action alleges and states:

1. Denies each and every allegation and claim in the COMPLAINT unless herein admitted, qualified or otherwise answered.

2. Crossroads denies the allegations in the first two unnumbered paragraphs of the COMPLAINT and specifically denies the allegations in Paragraphs 56, 58, 65, 66, and 67.

3. With respect to the allegations in Paragraph 1 of the COMPLAINT, Crossroads admits the Plaintiff was injured on or about May 2, 2024. Crossroads lacks sufficient information to admit or deny the remaining allegations in Paragraph 1 of the COMPLAINT and places the Plaintiff on his proof.

4. Crossroads lacks sufficient information to admit or deny the allegations in Paragraphs 2, 3, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 59, 60, 61, and 62 of the COMPLAINT and as such, denies the same and places Plaintiff on his proof.

5. Crossroads admits the allegations contained in Paragraphs 4, 5, 6, and 8 of the COMPLAINT.

6. Crossroads asserts the allegations contained in Paragraph 39 of the COMPLAINT constitute a mere recital and thus no response is required. To the extent a response is required, the allegations are denied.

7. Crossroads asserts the claims made in Paragraphs 7, 9, 10, 11, 12, 13, 47, 48, 49, 50, 52, 53, 54, 55, 57, 63, 64, and 68 of the COMPLAINT are legal assertions and can neither be admitted or denied.

8. With respect to the allegations contained in Paragraph 51 of the COMPLAINT, Crossroads admits it was a registered inspector which performed an inspection on the vehicle in question. At this time, Crossroads has insufficient information to admit or deny the remaining allegations in Paragraph 51 of the COMPLAINT and places Plaintiff on his proof.

9. Pending completion of discovery, Crossroads specifically preserves and alleges all applicable defenses available under Rule 12 of the Rules of Civil Procedure and further specifically preserves and alleges all applicable defenses available under Rule 19 of the Rules of Civil Procedure.

10. Pending completion of discovery, Crossroads alleges that Plaintiff has failed to include necessary and/or indispensable parties without whom complete relief cannot be given,

11. Pending completion of discovery, Crossroads specifically alleges and preserves all applicable defenses or any other matter constituting an avoidance or affirmative defense available under Rule 8 of the Rules of Civil Procedure.

12. Pending completion of discovery, Crossroads alleges that the Plaintiff has failed to specifically aver with particularity material matters as required by law including, but not limited to, Rule 9 of the Rules of Civil Procedure, and that this answering party cannot frame a meaningful reply to the COMPLAINT.

13. Pending completion of discovery, Crossroads affirmatively alleges that the claimed damages, if any, are a direct result of Plaintiff's own reckless, careless, negligent, willful, or intentional acts, and that any claimed damages, if any, were directly and proximately caused by Plaintiff's own fault as that term is defined in N.D.C.C. § 32-03.2-01.

14. While maintaining freedom from fault herein, pending completion of discovery, Crossroads alleges that if it was at fault, which fault is denied, the fault of the Plaintiff exceeded that of Crossroads, if any, and therefore, Plaintiff is barred from recovery under the comparative fault laws of this State.

15. Pending completion of discovery, Crossroads affirmatively alleges that any claimed damages, if any, are a direct result of the reckless, careless, negligent, willful, or intentional acts of third persons over whom it had no control, and any claimed damages, if any, were directly and proximately caused by the third person's own fault as that term is defined in N.D.C.C. § 32-03.2-01.

16. Pending completion of discovery, Crossroads affirmatively alleges that Plaintiff's damages, if any, were the result of an efficient, intervening or superseding cause, and therefore, Crossroads is not liable.

17. Crossroads alleges that at all times herein it acted with reasonable and prudent care, was not negligent, and asserts that its conduct did not fall below the appropriate standard of care.

18. Crossroads specifically denies that it failed to exercise reasonable care in the provision of labor and services; that any of the services it provided were supplied or performed in a negligent manner; that its work was not performed in a good and workmanlike manner or was in any manner defective; that its work deviated from any applicable plans and/or specifications, codes, ordinances, regulations or government and/or industry standards; or that its work was not suitable and/or applicable at the time.

19. Pending completion of discovery, Crossroads alleges Plaintiff's claims are barred and/or recovery is limited or excluded because Plaintiff and/or his employer directed, ratified, consented to, participated in, and/or acquiesced to the actions and/or omissions which his/her/its/their COMPLAINT is based.

20. Pending completion of discovery, Crossroads alleges the Plaintiff's claims are limited and/or preempted by the applicable workers' compensation laws.

21. Pending completion of discovery, Crossroads alleges Plaintiff allowed relevant evidence to be destroyed knowing the existence of a potential civil action against Crossroads even though Plaintiff had a legal duty to preserve such evidence which is relevant to this case and destruction of such evidence creates a significant impairment for Crossroads to appropriately, sufficiently and effectively defend itself in this case which should bar plaintiff from recovery.

22. Crossroads is entitled to a reduction of any economic damages awarded to the Plaintiff to the extent that the economic loss is presented to the trier of fact and covered by a payment from a collateral source as provided by Chapter 32-03.2 of the North Dakota Century Code.

23. Pending completion of discovery, Crossroads alleges it has insufficient knowledge and information upon which to form an answer or belief as to the damage claims as stated in the COMPLAINT and as such denies them and places Plaintiff on his proof. Crossroads also alleges if the Plaintiff has failed to mitigate his damages, if any, then any alleged damages should be reduced proportionately, and that Crossroads is not liable to the extent that Plaintiff's damages, if any, are the result of pre-existing and/or subsequent accidents, damages or injuries. Crossroads further alleges the Plaintiff was not damaged as alleged and/or was not damaged to the extent being claimed.

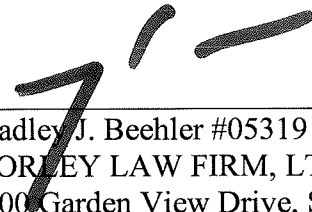
24. Crossroads alleges the Plaintiff's claims, if any, are barred by the applicable statute of limitations, statutes of repose or other applicable statutes or doctrines including but not limited to the equitable doctrine of laches and unclean hands.

25. Crossroads reserves the right to assert additional affirmative defenses or any other defenses to the extent warranted by further discovery or otherwise.

WHEREFORE, Crossroads prays for judgment as follows:

1. For dismissal of Plaintiff's claims;
2. For its costs and disbursements herein; and
3. For such other equitable and/or legal relief as the Court deems just and proper.

Dated this 24 day of February, 2026.

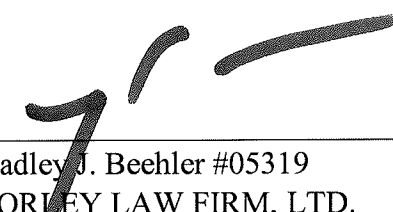


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JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, trial by jury of nine persons is hereby demanded.

Dated this 24 day of February, 2026.



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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
EASTERN DIVISION

Nicholas Kleinfeldt,	)	
	)	Case No.: 3:26-cv-00026
Plaintiff,	)	
	)	CERTIFICATE OF SERVICE
vs	)	
	)	
Crossroads Repair, LLC,	)	
	)	
Defendant.	)	

I hereby certify that on February 24, 2026, the following document:

Answer and Demand for Jury

was sent via email to be filed electronically with the Clerk of Court through ECF, and that ECF will send a Notice of Electronic Filing (NEF) to the following:

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I further certify that a copy of the foregoing document will be mailed by first class mail, postage paid, to the following non-ECF participants: **Not Applicable**

Dated this 24 day of February, 2026.

/s/ Bradley J. Beehler

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