

**FILED**  
**08-26-2019**  
**Clerk of Circuit Court**  
**Brown County, WI**  
**2019CV000903**

STATE OF WISCONSIN

CIRCUIT COURT

BROWN COUNTY

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VHC, INC.,

Plaintiff,

vs.

Case No. 19-CV-903

TISSUE TECHNOLOGY, LLC,

Defendant.

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**PLAINTIFF'S REPLY TO COUNTERCLAIM**

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NOW COMES the Plaintiff, VHC, Inc. ("VHC"), by its attorneys, the Law Firm of Conway, Olejniczak & Jerry, S.C. and Janssen Law LLC, and for its Reply to the Counterclaim filed by the Defendant on August 8, 2019, states as follows:

1. With respect to Paragraph 1, VHC affirmatively states that it was not a party to the Sales and Marketing Agreement and, as a result, has no personal knowledge upon which to either admit or deny the allegations contained therein. Upon information and belief, VHC believes that Tissue Technology, LLC ("Tissue Tech") and ST Paper, LLC ("ST Paper") did enter into a Sales and Marketing Agreement, and affirmatively states that the terms of the Sales and Marketing Agreement speak for themselves.

2. With respect to Paragraph 2, VHC affirmatively states that the terms of the Sales and Marketing Agreement speak for themselves with respect to what Tissue Tech was "empowered" to do. VHC lacks any personal knowledge with respect to any contracts allegedly solicited by Tissue Tech and, therefore, denies the remaining allegations contained in Paragraph 2. VHC is also without any personal knowledge as to whether Tissue Tech fulfilled its obligations, if any, under the Sales and Marketing Agreement.

3. With respect to Paragraph 3, VHC is without knowledge or information sufficient to form a belief as to the truth of the allegation, and therefore, denies.

4. With respect to Paragraph 4, VHC was not a party to any assignment between Tissue Tech and Nicolet National Bank (“Nicolet”), and is without any personal knowledge or information sufficient to form a belief as to the truth of the allegation and, therefore, denies the allegation in Paragraph 4. Upon information and belief, Tissue Tech did assign its interest in a Sales and Marketing Agreement to Nicolet in 2017.

5. With respect to Paragraph 5, VHC is without knowledge and information sufficient to form a belief as to the truth of the allegation and, therefore, denies.

6. With respect to Paragraph 6, VHC is without knowledge and information sufficient to form a belief as to the truth of the allegation and, therefore, denies.

7. With respect to Paragraph 7, VHC is without knowledge and information sufficient to form a belief as to the truth of the allegation and, therefore, denies.

8. With respect to Paragraph 8, VHC admits that Tissue Tech initiated a lawsuit against Nicolet to the extent evidenced by the public filings; however, VHC was not a party of that lawsuit and therefore denies any personal knowledge with respect to the allegations made in that lawsuit. VHC denies the remaining allegations in Paragraph 8.

9. VHC denies the allegation in Paragraph 9. VHC admits that it purchased a note owed by Tissue Tech to Nicolet that was secured by an assignment, but affirmatively states that the terms of the assignment between Tissue Tech and Nicolet speaks for themselves.

10. With respect to Paragraph 10, VHC denies the allegations.

11. With respect to Paragraph 11, VHC denies any obligation to “surrender” any document to Tissue Tech.

**FIRST CAUSE OF ACTION –  
BREACH OF CONTRACT**

12. With respect to Paragraph 12, VHC realleges and incorporates its answers above.
13. With respect to Paragraph 13, VHC denies.
14. With respect to Paragraph 14, VHC denies.
15. With respect to Paragraph 15, VHC denies.
16. With respect to Paragraph 16, VHC denies.

**SECOND CAUSE OF ACTION –  
INTENTIONAL INTERFERENCE OF CONTRACT RIGHTS**

17. With respect to Paragraph 17, VHC realleges and incorporates its answers above.
18. With respect to Paragraph 18, VHC denies.
19. With respect to Paragraph 19, VHC is without knowledge or information sufficient to form a belief as to the truth of the allegation and, therefore, denies.

20. With respect to Paragraph 20, VHC denies.
21. With respect to Paragraph 21, VHC denies.
22. With respect to Paragraph 22, VHC denies.
23. With respect to Paragraph 23, VHC denies.
24. With respect to Paragraph 24, VHC denies.
25. With respect to Paragraph 25, VHC denies.

**THIRD CAUSE OF ACTION - CONVERSION**

26. With respect to Paragraph 26, VHC realleges and incorporates its answers above.
27. With respect to Paragraph 27, VHC denies.
28. With respect to Paragraph 28, VHC denies.
29. With respect to Paragraph 29, VHC denies.

**FOURTH CAUSE OF ACTION - NEGLIGENCE**

30. With respect to Paragraph 30, VHC realleges and incorporates its answers above.
31. With respect to Paragraph 31, VHC denies.
32. With respect to Paragraph 32, VHC denies.

**AFFIRMATIVE DEFENSES**

1. Tissue Tech's counter-claims fail to state a claim upon which relief can be granted.
2. Tissue Tech's counter-claims are barred by res-judicata and collateral estoppel.
3. Tissue Tech's counter-claims are barred by equitable and promissory estoppel as well as parole evidence.
4. Tissue Tech's counter-claims are barred by contributory negligence, failure to mitigate its damages and by a superseding or intervening cause.
5. Tissue Tech's counter-claims are barred by the doctrine of clean hands.
6. Tissue Tech's counter-claims are barred by fraud and/or negligent and/or intentional misrepresentation.
7. Tissue Tech's counter-claims are barred by the failure of a condition precedent and/or condition subsequent.
8. Tissue Tech's counter-claims are barred by the statute of limitations, laches, waiver and/or release.
9. VHC incorporates by reference the affirmative defenses set forth in Wis. Stat. Sec. 802.02(3) as though fully set forth herein.

WHEREFORE, the VHC demands the following relief;

1. For judgment as set forth in the Complaint filed by VHC.

2. Dismissal of the Defendant's Counterclaim with prejudice.
3. Such other relief as the Court deems just and equitable.

Dated this 26<sup>th</sup> day of August, 2019.

LAW FIRM OF CONWAY, OLEJNICZAK & JERRY, S.C.  
Attorneys for Plaintiff

*Electronically Signed By: Michele M. McKinnon*

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Dated this 26<sup>th</sup> day of August, 2019.

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