

STATE OF SOUTH DAKOTA)
 :§
COUNTY OF HANSON)

IN CIRCUIT COURT

FIRST JUDICIAL CIRCUIT

JOHN & DEBORAH E. HORNIDGE, Plaintiffs, VS. BRENT & MELISSA MENTELE, HANSON COUNTY, SOUTH DAKOTA, a local government subdivision, STATE OF SOUTH DAKOTA-DEPARTMENT OF REVENUE, STATE OF SOUTH DAKOTA-DEPARTMENT OF LABOR, LINCOLN COUNTY, SOUTH DAKOTA, a local government subdivision, AAA COLLECTIONS INC., CREDIT COLLECTIONS INC., CREDIT COLLECTIONS BUREAU, RUSHMORE SERVICE CENTER, LLC, ROGER GERLACH Defendants.	30CIV25-000032 ANSWER AND COUNTERCLAIM FILED MAY 27 2026 <i>Pam Koupa</i> Hanson County Clerk of Courts First Judicial Circuit Court of SD
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Defendant and counterclaim Plaintiffs Brent Mentele and Melissa Mentele (collectively, "Mentele"), hereby submits this Answer and Counterclaim in the above-referenced matter.

1. Mentele does not have sufficient information to admit or deny paragraphs 1 and 2 of Plaintiff's complaint. Mentele does state that a person cannot simultaneously be a resident of two separate states.

2. Mentele admits paragraph 3 of Plaintiff's complaint.

3. Mentele admits in part and denies in part paragraph 4 of Plaintiff's complaint. Mentele admits there was a written contract as described in paragraph 3 of Plaintiff's complaint, but denies the remainder of paragraph 3 of Plaintiff's complaint. Mentele affirmatively states the contract referenced herein has been paid in full and that Plaintiff's refusal to transfer title as required by the contract has caused and continues to cause significant damage to Mentele.

4. Mentele admits paragraphs 5 through 8 of Plaintiff's complaint.

5. Mentele admits in part and denies in part paragraph 9 of Plaintiff's complaint. Mentele expressly denies any failure to perform under the contract. Mentele specifically alleges Mentele has fully performed under the contract and that Plaintiff's refusal to transfer title as required by the contract has caused and continues to cause significant damage to Mentele.

6. Mentele denies paragraphs 10 through 14 of Plaintiff's complaint and puts Plaintiff on strict proof of the allegations stated therein.

7. Mentele lacks sufficient information to admit or deny paragraph 15 of Plaintiff's complaint and therefore paragraph 15 is denied.

8. Paragraph 16 of Plaintiff's complaint does not require a response.

9. Mentele denies paragraphs 17 and 18 of Plaintiff's complaint. The contract speaks for itself. Mentele has clearly fully performed and Plaintiff's refusal to perform continues to cause ongoing damage to Mentele.

10. Paragraph 19 of Plaintiff's complaint does not require a response.

11. Mentele denies paragraph 20 of Plaintiff's complaint and puts Plaintiff on strict proof thereof. Mentele has shown Plaintiff proof of all required payments being made, but Plaintiff refuses to transfer title of the real property to Mentele.

12. Paragraph 21 of Plaintiff's complaint does not require a response.

13. Mentele denies paragraph 22 of Plaintiff's complaint and puts Plaintiff on strict proof thereof. Mentele has shown Plaintiff proof of all required payments being made, but Plaintiff refuses to transfer title of the real property to Mentele.

14. Paragraph 23 of Plaintiff's complaint does not require a response.

15. Mentele denies paragraphs 24 through 28 of Plaintiff's complaint and puts Plaintiff on strict proof thereof. Mentele has shown Plaintiff proof of all required payments being made, but Plaintiff refuses to transfer title of the real property to Mentele.

COUNTERCLAIM

COUNT 1 – SPECIFIC PERFORMANCE

1. Mentele has fully performed all requirements under the contract for deed, including all payments required under the contract.

2. Mentele has lived in the real property that is the subject of the contract for several years and has invested thousands of dollars into the property.

3. Pursuant to SDCL 21-9-9, Plaintiff's refusal to transfer the real property to Mentele cannot be adequately relieved by pecuniary compensation. The real property is Mentele's home and has been for several years.

COUNT 2 – BREACH OF CONTRACT

4. Mentele incorporates and re-alleges all preceding paragraphs in this Answer and Counterclaim.

5. Plaintiff is required to convey the real property to Mentele pursuant to the express terms of the agreement between the parties and pursuant to SDCL 43-26-1.

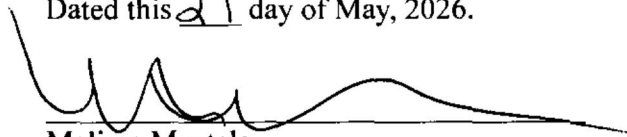
6. Plaintiff's refusal to transfer the real property to Mentele despite being paid in full has caused significant damage to Mentele, including but not limited to preventing Mentele from being able to pledge the real property as collateral to make repairs and updates that are needed for the real property.

PRAYER FOR RELIEF

Mentele requests the following relief from the Court:

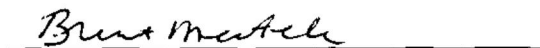
- A. An Order denying all of Plaintiff's claims for relief.
- B. An Order requiring Plaintiff to specifically perform by transferring the real property to Mentele.
- C. A Judgment against Plaintiffs for all damages caused by their breach of contract and refusal to transfer the real property to Mentele, in an amount to be determined at trial.
- D. For all pre and post judgement interest as permitted by law.
- E. For all attorneys fees as permitted by law.
- F. For any and all other just relief determined by the Court.

Dated this 27 day of May, 2026.



Melissa Mentele
Defendant and Counterclaim Plaintiff

Dated this ____ day of May, 2026.



Brent Mentele
Defendant and Counterclaim Plaintiff