

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

In Re:)	BK Case Nos. (respectively)
)	
Jeremiah F. Jones,)	18-06304-dd, Chapter 7
Teri Denice Mayers,)	14-00864-dd, Chapter 7
Kimberly Ann Williams)	17-02620-dd, Chapter 7
)	
Debtors.)	
)	
)	
Jeremiah F. Jones, Teri Denice Mayers,)	Adversary Complaint No.:
Kimberly Ann Williams, individually and)	3:2020-AP-80002-dd
on behalf of all others similarly situated,)	
)	
Plaintiffs,)	
vs.)	<u>ANSWER</u>
)	
Lexington Health Services District, Inc.)	
d/b/a Lexington Medical Center,)	
)	
Defendant.)	

Reserving all rights and remedies available to it, including not consenting to a jury trial conducted by the bankruptcy judge pursuant to SC LBR 9015-1 and/or preserving all objections to jurisdiction, Defendant Lexington Health Services District, Inc. d/b/a Lexington Medical Center (“LMC”) hereby answers Plaintiffs Jeremiah F. Jones, Teri Denice Mayers, Kimberly Ann Williams, individually and on behalf of all others similarly situated (“Plaintiffs”) Complaint as follows:

GENERAL DENIAL

Each and every allegation of the Plaintiffs’ Complaint are expressly denied unless specifically admitted, qualified, or explained herein.

FOR A FIRST DEFENSE

1. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 1 and, therefore, denies those allegations.

2. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 2 and, therefore, denies those allegations.

3. LMC denies Paragraph 3.

4. LMC admits that, as a political subdivision of Lexington County and the State of South Carolina, it is authorized to use the South Carolina Setoff Debt Collection Program, as further defined in S.C. Code Ann. § 12-56-10, *et seq.* LMC denies any remaining allegations contained in Paragraph 4.

5. LMC denies Paragraph 5.

6. LMC denies Paragraph 6.

7. LMC denies Paragraph 7.

8. LMC denies Paragraph 8.

9. LMC denies Paragraph 9.

10. LMC denies Paragraph 10.

11. Paragraph 11 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regard to those filings.

12. Paragraph 12 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

13. Paragraph 13 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

14. Paragraph 14 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

15. Paragraph 15 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

16. Paragraph 16 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

17. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 17 and, therefore, denies those allegations.

18. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 18 and, therefore, denies those allegations.

19. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 19 and, therefore, denies those allegations.

20. In response to Paragraph 20, LMC admits that its principal place of business and headquarters are in Lexington, South Carolina. LMC incorporates its response to Paragraph 3 and denies any allegations inconsistent therewith.

21. Paragraph 21 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

22. Paragraph 22 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

23. Paragraph 23 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

24. Paragraph 24 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

25. Paragraph 25 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

26. LMC denies Paragraph 26.

27. Paragraph 27 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

28. Paragraph 28 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

29. Paragraph 29 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

30. Paragraph 30 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

31. Paragraph 31 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

32. Paragraph 32 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

33. Paragraph 33 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

34. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 34 and, therefore, denies those allegations.

35. Paragraph 35 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

36. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 36 and, therefore, denies those allegations.

37. LMC denies Paragraph 37.

38. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 38 and, therefore, denies those allegations.

39. LMC admits Paragraph 39 inasmuch it addresses LMC's statutory authority to use the Setoff Debt Collection Program. LMC denies any remaining allegations in Paragraph 39 that are inconsistent therewith.

40. LMC denies Paragraph 40.

41. LMC denies Paragraph 41.

42. Paragraph 42 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

43. Paragraph 43 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

44. Paragraph 44 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

45. Paragraph 45 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

46. Paragraph 46 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

47. Paragraph 47 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

48. Paragraph 48 concerns written court filings that speak for themselves, and LMC denies any allegations inconsistent with those documents. LMC further denies any legal conclusions alleged in regards to those filings.

49. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 49 and, therefore, denies those allegations.

50. Paragraph 50 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

51. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 51 and, therefore, denies those allegations.

52. LMC denies Paragraph 52.

53. LMC is without sufficient information to form a belief as to the truth or falsity of the allegations contained in Paragraph 53 and, therefore, denies those allegations.

54. LMC admits Paragraph 54 inasmuch it asserts that LMC possesses statutory authority to use the Setoff Debt Collection Program. LMC denies any remaining allegations in Paragraph 54 that are inconsistent therewith.

55. LMC admits Paragraph 55 inasmuch it asserts that LMC possesses statutory authority to use the Setoff Debt Collection Program. LMC denies any remaining allegations in Paragraph 55 that are inconsistent therewith.

56. LMC denies Paragraph 56.

57. Paragraph 57 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

58. Paragraph 58 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

59. Paragraph 59 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

60. LMC denies Paragraph 60.

61. LMC denies Paragraph 61.

62. LMC denies Paragraph 62.

63. LMC denies Paragraph 63.

64. LMC denies Paragraph 64.

65. Responding to Paragraph 65, Plaintiff incorporates its responses to the proceeding paragraphs as if repeated verbatim herein.

66. LMC denies Paragraph 66.

67. LMC denies Paragraph 67.

68. Paragraph 68 states a legal conclusion to which no response is required. To the extent a response is required, LMC denies the same.

69. LMC denies Paragraph 69.

70. Responding to Paragraph 70, Plaintiff incorporates its responses to the proceeding paragraphs as if repeated verbatim herein.

71. LMC denies Paragraph 71.

72. LMC denies Paragraph 72.

73. LMC denies Paragraph 73.

74. Responding to Paragraph 74, Plaintiff incorporates its responses to the proceeding paragraphs as if repeated verbatim herein.

75. LMC denies Paragraph 75.

76. LMC denies Paragraph 76.

77. LMC denies Paragraph 77.

78. LMC denies Paragraph 78.

79. LMC denies Paragraph 79.

80. LMC denies paragraph 80.

81. LMC denies the prayer for relief Paragraph beginning with WHEREFORE, including its subparts a. through d.

FOR A SECOND DEFENSE

For the reasons set forth in LMC's previously filed motion to dismiss (Dkt. No. 11), which is incorporated herein by reference, Plaintiffs' claims fail to state a claim for relief against LMC upon which relief may be granted and, therefore, should be dismissed.

FOR A THIRD DEFENSE

Plaintiffs are comparatively or contributorily at fault for their damages, if any.

FOR A FOURTH DEFENSE

Plaintiffs failed to mitigate their damages, if any exist and are proven at trial.

FOR A FIFTH DEFENSE

LMC pleads the defense of set off. To the extent that Plaintiffs obtain any monetary recovery against LMC, such recovery should be set off by the amounts owed by Plaintiffs to LMC.

FOR A SIXTH DEFENSE

Plaintiffs' claims in equity are barred because they have an adequate remedy at law.

FOR A SEVENTH DEFENSE

To the extent that Plaintiffs or any purported class member seeks punitive damages, LMC affirmatively pleads the following in regard to punitive damages:

- (a) An award of punitive damages in this civil action would amount to a deprivation of property without due process of law in violation of the Fifth and Fourteenth Amendments to the United States Constitution and the corresponding provisions of the South Carolina Constitution.
- (b) An award of punitive damages in this civil action would violate the due process provisions of the Fifth and Fourteenth Amendments to the United States Constitution and the corresponding provisions of the South Carolina Constitution;
- (c) The criteria used for determining whether and in what amount punitive damages may be awarded are impermissible, vague, imprecise, and inconsistent and, therefore violate the due process provisions of the Fifth

and Fourteenth Amendments to the United States Constitution and the corresponding provisions of the South Carolina Constitution;

- (d) LMC specifically incorporates by reference any and all applicable South Carolina and United States Supreme Court standards or limitations regarding the determination and/or enforceability of punitive damages awards.

FOR AN EIGHTH DEFENSE

Plaintiffs' damages, to the extent they have any, were proximately caused by the acts or omissions of third parties and not by the acts or omissions of the LMC.

FOR A NINTH DEFENSE

LMC would show that Plaintiffs' claims are barred by the doctrines of waiver, estoppel, laches, unclean hands, release, and/or accord and satisfaction.

FOR A TENTH DEFENSE

Plaintiffs' damages, if any exist and are proven at trial, were proximately caused by Plaintiffs' own acts or omissions, and not by the acts or omissions of the Defendant.

FOR AN ELEVENTH DEFENSE

Plaintiffs' claims are barred by the plain terms of the Setoff Debt Collection Act, S.C. Code Ann. § 12-56-10, *et seq.*

FOR A TWELFTH DEFENSE

Plaintiffs' claims are barred by the applicable statutes of limitations and/or the doctrine of laches.

FOR A THIRTEENTH DEFENSE

Plaintiffs' claims should be dismissed, in whole or in part, because Plaintiffs failed to exhaust their administrative remedies before filing his complaint.

FOR A FOURTEENTH DEFENSE

LMC would show that any actions taken by LMC or procedures followed by LMC concerning Plaintiffs or any purported class members were taken in good faith, in a commercially reasonable manner, and that said actions and/or procedures were authorized by contract or law, commercially reasonable in time or manner, and therefore, Plaintiffs or any purported class members are precluded from recovery against LMC.

FOR A FIFTEENTH DEFENSE

LMC's conduct was lawful and caused no harm, and therefore, Plaintiffs cannot establish their burden to show that LMC acted in contravention of applicable law.

FOR A SIXTEENTH DEFENSE

Plaintiffs' lack capacity and standing to maintain this action.

FOR A SEVENTEENTH DEFENSE

Plaintiffs' claims are moot and, therefore, should be dismissed.

FOR AN EIGHTEENTH DEFENSE

Plaintiffs' claims, including their claims for punitive damages, should be dismissed because LMC has sovereign immunity to those claims.

FOR A NINETEENTH DEFENSE

Plaintiffs' putative class allegations and claims should be stricken and/or dismissed because Plaintiffs are improper class representatives and because their claims cannot satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and/or any other federal law governing class actions.

ADDITIONAL DEFENSES

LMC reserves the right to amend and supplement its affirmative defenses to include any applicable defense of law or fact.

WHEREFORE, LMC respectfully requests the Court to dismiss all of Plaintiffs' claims, with prejudice, to enter judgment in favor of LMC against Plaintiffs, to award LMC its costs and attorneys' fees expended herein, and for such other and further relief as the Court may deem just and appropriate.

NELSON MULLINS RILEY & SCARBOROUGH
LLP

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Dated: July 22, 2020.