

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

Jane Doe #5, individually, and now over the age of eighteen (18) and Jane Roe #5, as the parent and natural guardians of Jane Roe #5 while she was under the age of eighteen (18),

Plaintiffs,

v.

Morningstar Fellowship Church, Richard Joyner, David Yarnes, Douglas Lee, Comenius School for Creative Leadership ("CSCL"), and Sandra Woods,

Defendants.

Civil Action No. 2025-CP-46-00583

**ANSWER TO
AMENDED COMPLAINT**

(Jury Trial Requested)

The Defendants, reserving all rights under motions separately filed or asserted herein, answer the Amended Complaint as follows.^{1,2,3}

FOR A FIRST DEFENSE

(Responses to the Allegations of the Amended Complaint)

1. The Defendants deny each and every allegation of the Amended Complaint except those hereinafter specifically admitted, qualified, or explained.

¹ Any and all inconsistent material is pled in the alternative pursuant to Rule 8(e)(2), SCRCF, and such other law as is applicable. Such inconsistent material may or may not be specifically designated as such.

² To the extent material appearing herein is inconsistent with existing law, the Defendants respectfully request to argue in good faith for a change in the law. Nothing pled in any portion of this Answer is to be deemed a waiver of any defense available to the Defendants or consent to this court exercising jurisdiction over the matter or over the Defendants.

³ To the extent material appearing in one defense is applicable to another defense and not inconsistent with the other defense, the material is to be deemed incorporated into the other defense.

AS TO SUMMARY OF ACTION

2. Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 contain generalized and conclusory statements that are not directed at the Defendants. However, to the extent these paragraphs attempt to allege or do allege any cause of action, claim, act, error, or omission as to the Defendants, those allegations are denied. The Defendants further deny they have engaged in any wrongful conduct or are liable for any conduct of any other party.

3. Paragraphs 15 and 16 are denied.

4. As to paragraph 17, it is admitted only that MorningStar Fellowship Church ("MorningStar") is located in Fort Mill, South Carolina and has a youth program that engages in certain events. Any remaining allegations of paragraph 17 are denied as stated.

5. Paragraphs 18 and 19 are admitted.

6. Paragraph 20 is denied.

7. As to paragraph 21, it is admitted only that sexually harassing or exploitative conduct should be addressed. Any remaining allegations of paragraph 21 are denied.

8. As to paragraph 22, it is denied that the Defendants were all aware of past instances of sexual abuse at MorningStar or CSCL. Further, it is denied that MorningStar or CSCL did not have reasonable policies in place to protect children from the types of allegations alleged by the Plaintiffs.

9. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 23 and, therefore, deny the allegations and demand strict proof thereof.

10. Paragraph 24 is denied.

AS TO PARTIES

11. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraphs 25, 26, and 27 and, therefore, deny the allegations and demand strict proof thereof.

12. As to paragraphs 28 and 29, it is admitted only that the Plaintiffs filed this action anonymously under the pseudonyms Jane Doe #5 and Jane Roe #5. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the remaining allegations of paragraphs 28 and 29 and, therefore, deny the allegations and demand strict proof thereof.

13. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraphs 30 and 31 and, therefore, deny the allegations and demand strict proof thereof.

14. As to paragraphs 32, 33, 34, and 35, the Defendants state that they do not currently object to the Plaintiffs proceeding anonymously or to the confidential disclosure of their identities to the Defendants.

15. Paragraph 36 is admitted.

16. As to paragraph 37, it is admitted only that Richard Joyner is the founder of MorningStar, has served as MorningStar's senior pastor, and is a citizen and resident of York County, South Carolina. Any remaining allegations of paragraph 37 are denied as stated.

17. As to paragraph 38, it is admitted only that David Yarnes has served as a vice president of MorningStar and is a citizen and resident of South Carolina. Any remaining allegations of paragraph 38 are denied as stated.

18. As to paragraph 39, it is admitted only that Douglas Lee has served at MorningStar as the Director of Safety, is the father of Erickson Lee, and is a citizen and resident of South Carolina. Any remaining allegations of paragraph 39 are denied as stated.

19. As to paragraph 40, it is admitted only that CSCL was initially affiliated with MorningStar and that it is incorporated separately from MorningStar. Any remaining allegations of paragraph 40 are denied as stated.

20. Paragraph 41 is denied.

21. Paragraph 42 is admitted.

22. The allegations of paragraphs 43 and 44 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

23. Paragraph 45 is denied as stated.

24. The allegations of paragraphs 46 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed

25. Paragraph 47 is denied as stated.

26. Paragraph 48 is denied as stated. Further, to the extent alleged, the Defendants deny that MorningStar did not have policies, procedures, and guidance on how interaction with minor children at church should be handled to prevent foreseeable exploitation and/or abuse of minor children.

27. As to paragraphs 49 and 50, the Defendants deny that MorningStar did not have policies, procedures, and guidance on how interaction with minor children at church should be handled to prevent foreseeable exploitation and/or abuse of minor children. Any remaining allegations of paragraphs 49 and 50 are denied as stated.

28. The allegations of paragraph 51 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

29. Paragraph 52 is denied as stated.

30. As to paragraph 53, it is admitted only that in any church, school, club, or organization, leaders should know of potential dangers to vulnerable children if reasonable precautions are not exercised. To the extent alleged in paragraph 53, the Defendants deny that MorningStar did not have policies, procedures, and guidance on how interaction with minor children at church should be handled to prevent foreseeable exploitation and/or abuse of minor children. Any remaining allegations of paragraph 53 are denied as stated.

31. Paragraph 54 is denied.

32. The allegations of paragraph 55 constitute conclusions of law to which the Defendants are not required to respond.

33. Paragraph 56 is denied as stated.

34. The allegations of paragraph 57 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied.

AS TO JURISDICTION AND VENUE

35. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 58 and, therefore, deny the allegations and demand strict proof thereof.

36. Paragraph 59 is admitted.

37. As to paragraph 60, the Defendants deny the material facts alleged in the Amended Complaint. However, the Defendants state that they do not contest venue.

38. The allegations of paragraphs 61 and 62 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants state that they do not contest personal jurisdiction.

AS TO JOINT AND SEVERAL LIABILITY

39. Paragraph 63 is denied.

AS TO DAMAGES ALLEGATIONS AS TO DEFENDANTS

40. As to paragraph 64, MorningStar states that it is a “charitable organization” as defined by S.C. Code Ann. § 33-56-170 and therefore subject to the protections afforded by S.C. Code Ann. § 33-56-180(A) and other applicable law, which are incorporated herein by reference.

41. As to paragraph 65, the Defendants state that S.C. Code Ann. § 33-56-180 speaks for itself and crave reference thereto.

42. As to paragraph 66, the Defendants state that S.C. Code Ann. § 15-78-120 speaks for itself and crave reference thereto.

43. As to paragraph 67, the Defendants state that S.C. Code Ann. § 15-78-30(g) speaks for itself and crave reference thereto.

44. As to paragraph 68, the Defendants deny that they or their employees or agents caused the Plaintiffs harm. The remaining allegations of paragraph 68 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied.

45. Paragraph 69 is denied.

46. As to paragraph 70, the Defendants admit that the Plaintiffs have made certain allegations against them but deny that the allegations have merit.

47. The allegations of paragraph 71 constitute conclusions of law to which the Defendants are not required to respond. To the extent these allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants state that S.C. Code Ann. § 33-56-180(A) speaks for itself and crave reference thereto.

48. As to paragraph 72, the Defendants admit that the Plaintiffs have made certain allegations against them but deny that the allegations have merit.

49. Paragraph 73 is denied.

AS TO SEPARATION OF CHURCH AND STATE AND ECCLESIASTICAL PRIVILEGE

50. The allegations of paragraphs 74, 75, 76, 77, 78, 79, and 80 constitute conclusions of law to which the Defendants are not required to respond. To the extent these allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants state that the cited/applicable constitutional provisions, statutes, and judicial decisions speak for themselves and crave reference thereto.

51. Paragraph 81 is admitted.

52. As to paragraph 82, the Defendants strongly condemn all sexual misconduct and would show that such conduct is sinful. Any remaining allegations of paragraph 79 are denied as stated.

53. Paragraph 83 is admitted.

54. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 84 and, therefore, deny the allegations and demand strict proof thereof.

55. Paragraph 85 is a general statement that lacks any context. Accordingly, the Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 85 and, therefore, deny the allegations and demand strict proof thereof.

56. Paragraph 86 is denied as stated.

57. The allegations of paragraph 87 constitute conclusions of law to which the Defendants are not required to respond. To the extent these allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied as stated.

AS TO DUTIES OF MORNINGSTAR, JOYNER, YARNES AND DOUGLAS LEE

58. The allegations of paragraphs 88, 89, 90, and 91 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

59. As to paragraph 92, it is admitted only that parents of students at CSCL paid tuition to CSCL for the provision of education in a reasonably safe environment. Any remaining allegations of paragraph 92 are denied.

60. As to paragraph 93, it is admitted only that certain policies and procedures were in place at CSCL. Any remaining allegations of paragraph 93 are denied as stated.

61. As to paragraph 94, it is admitted only that certain documentation was maintained by CSCL. Any remaining allegations of paragraph 94 are denied as stated.

62. The allegations of paragraphs 95 and 96 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

63. As to paragraph 97, it is admitted only that MorningStar and CSCL had policies and procedures in place for the reasonable protection of students. Any remaining allegations of paragraph 97 are denied as stated.

64. The allegations of paragraph 98 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

65. As to paragraph 99, it is admitted only that CSCL provided certain guidance to teachers. Any remaining allegations of paragraph 99 are denied as stated.

66. The allegations of paragraph 100 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be

allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

67. As to paragraph 101, it is admitted only that the Defendants implemented reasonable practices. Any remaining allegations of paragraph 101 are denied as stated.

68. The allegations of paragraphs 102 and 103 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

69. Paragraphs 104 and 105 are denied.

AS TO PROVISION OF ALCOHOL AND/OR PORNOGRAPHY TO A MINOR, SEXUAL EXPLOITATION OR ABUSE OF A MINOR, FAILURE TO TRAIN/MONITOR/SUPERVISE LEADERS OF YOUTH GROUPS AND FAILURE TO CREATE POLICIES AND PROCEDURES TO PROTECT CHILDREN AT RISK OF PREDATORIAL CONDUCT INVOLVE NEUTRAL PRINCIPLES OF LAW ANALYSIS AND JURISDICTION VESTS IN CIVIL COURT

70. As to paragraph 106, it is admitted only that church organizations (including youth programs) are founded and operate upon ecclesiastical principles. Any remaining allegations of paragraph 106 are denied as stated.

71. As to paragraph 107, it is admitted only that minor children should be reasonably protected from harm. Any remaining allegations of paragraph 107 are denied as stated.

72. As to paragraph 108, the Defendants strongly condemn all sexual misconduct and exploitation of minor children and would show that such conduct is sinful. Any remaining allegations of paragraph 108 are denied as stated.

73. As to paragraph 109 it is admitted only that minor children should be reasonably protected from harm. Any remaining allegations of paragraph 109 are denied as stated.

74. Paragraphs 110 and 111 are denied.

75. The allegations of paragraph 112 constitute conclusions of law to which the Defendants are not required to respond. To the extent these allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied as stated.

76. Paragraph 113 is denied as stated.

77. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 114 and, therefore, deny the allegations and demand strict proof thereof.

78. Paragraph 115 is denied.

79. Paragraph 116 is denied as stated.

80. Paragraph 117 is denied.

81. As to paragraph 118, the Defendants deny the exploitation or abuse of minor children in MorningStar's youth program. The remaining allegations of paragraph 118 constitute conclusions of law to which the Defendants are not required to respond. To the extent these allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied.

*AS TO NEUTRAL PRINCIPLES OF LAW STANDARDS IN THE INDUSTRY FOR
PROTECTION OF MINORS BY CHURCH ORGANIZATIONS*

82. Paragraphs 119, 120, 121, and 122 contain generalized and conclusory statements that are not directed at the Defendants. However, to the extent these paragraphs attempt to allege or do allege any cause of action, claim, act, error, or omission as to the Defendants, those allegations are denied. The Defendants further deny they have engaged in any wrongful conduct or are liable for any conduct of any other party.

83. Paragraphs 123, 124, 125, and 126 are denied as stated.

84. The allegations of paragraphs 127 and 128 constitute conclusions of law to which the Defendants are not required to respond. To the extent these allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied as stated.

85. Paragraph 129 contains a generalized and conclusory statement that is not directed at the Defendants. However, to the extent this paragraph attempts to allege or does allege any cause of action, claim, act, error, or omission as to the Defendants, those allegations are denied. The Defendants further deny they have engaged in any wrongful conduct or are liable for any conduct of any other party.

86. The allegations of paragraph 130 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

87. Paragraph 131 is denied.

*AS TO KNOWLEDGE OF CHURCH ORGANIZATION AND ITS LEADERS OR PRIOR
INSTANCES OF EXPLOITATION AND ABUSE/ASSAULT OF MINORS*

88. As to paragraph 132, it is admitted only that Rick Joyner, David Yarnes, and Douglas Lee made up part of the leadership of MorningStar. Any remaining allegations of paragraph 132 are denied.

89. As to paragraph 133, it is admitted only that Rick Joyner was CEO of MorningStar during the events described in the Amended Complaint. Any remaining allegations of paragraph 133 are denied.

90. Paragraphs 134 and 135 are denied.

91. As to paragraph 136, it is admitted only that Sandra Woods was the principal of and operated CSCL. Any remaining allegations of paragraph 136 are denied.

92. The allegations of paragraphs 137, 138, and 139 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

93. Paragraphs 140 and 141 are denied.

94. Paragraph 142 contains a generalized and conclusory statement that is not directed at the Defendants. However, to the extent this paragraph attempts to allege or does allege any cause of action, claim, act, error, or omission as to the Defendants, those allegations are denied. The Defendants further deny they have engaged in any wrongful conduct or are liable for any conduct of any other party.

95. Paragraph 143 is denied as stated.

96. As to paragraph 144, to the extent is alleged that MorningStar was not proactive with efforts to prevent harm to children and other vulnerable persons, these allegations are denied. Any remaining allegations of paragraph 144 are denied as stated.

97. Paragraph 145 is denied.

98. Paragraph 146 contains a generalized and conclusory statement that is not directed at the Defendants. However, to the extent this paragraph attempts to allege or does allege any cause of action, claim, act, error, or omission as to the Defendants, those allegations are denied. The Defendants further deny they have engaged in any wrongful conduct or are liable for any conduct of any other party.

99. Paragraphs 147, 148, and 149 are denied.

100. As to paragraph 150, it is admitted only that MorningStar is or has been affiliated with CSCL and MorningStar University. Any remaining allegations of paragraph 150 are denied as stated.

101. Paragraphs 151, 152, 153, 154, and 155 are denied.

102. Paragraphs 156, 157, and 158 are denied as stated.

103. Paragraphs 159, 160, 161, 162, 163, and 164 are denied.

104. Paragraph 165 is denied as stated.

105. Paragraphs 166, 167, and 168 are denied.

106. As to paragraph 169, it is denied that the Defendants ever instructed anyone not to contact law enforcement in connection with a sexual assault. The remaining allegations of paragraph 169 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the allegations are denied as stated.

107. Paragraph 170 is denied.

108. Paragraph 171 contains a generalized and conclusory statement that is not directed at the Defendants. However, to the extent this paragraph attempts to allege or does allege any cause of action, claim, act, error, or omission as to the Defendants, those allegations are denied. The Defendants further deny they have engaged in any wrongful conduct or are liable for any conduct of any other party.

109. As to paragraph 172, the Defendants state that they are aware that a vulnerable population will exist in any setting where there are adults and children gathered. Any remaining allegations of paragraph 172 are denied.

110. Paragraphs 173, 174, 175, and 176 are denied as stated.

AS TO FACTUAL ALLEGATIONS SUPPORTING THE CAUSES OF ACTION

111. Paragraph 177 is admitted.

112. Paragraph 178 is denied as stated.

113. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 179 and, therefore, deny the allegations and demand strict proof thereof.

114. Paragraphs 180 and 181 are denied.

115. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 182 and, therefore, deny the allegations and demand strict proof thereof.

116. Paragraph 183 is denied.

117. Paragraph 184 is denied as stated.

118. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraphs 185, 186, 187, 188, 189, and 190 and, therefore, deny the allegations and demand strict proof thereof.

119. As to paragraph 191, it is admitted only that Defendant Woods had a conference with Jane Roe #5 (who was a teacher at CSCL), regarding what her daughter told her had occurred. Any remaining allegations of paragraph 191 are denied as stated.

120. Paragraph 192 is denied as stated.

121. As to paragraphs 193 and 194, it is admitted only that Jane Roe #5 wanted to contact the alleged offending student's parents. Any remaining allegations of paragraphs 193 and 194 are denied as stated. Furthermore, the Defendants would show that: (a) they do not provide contact information for other parents and thus did not provide the telephone number as

requested; and (b) the Plaintiffs knew the other parents by virtue of Jane Doe #5 being a student and Jane Roe #5 being a teacher at CSCL.

122. As to paragraph 195, the Defendants deny that anyone failed to do their job. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the remaining allegations of paragraph 195 and, therefore, deny the allegations and demand strict proof thereof.

123. Paragraphs 196 and 197 are denied.

124. As to paragraph 198, the Defendants would show that: (a) graduation was held on June 9; (b) the alleged incident occurred during the last week of school in early June; and (c) Jane Roe #5's husband was an "overseer" at MorningStar, so it would not be surprising if the Plaintiffs attempted to contact Defendant Joyner. Any allegations inconsistent with the foregoing are denied as stated.

125. Paragraph 199 is denied.

126. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 200, and, therefore, deny the allegations and demand strict proof thereof.

127. As to paragraph 201, it is admitted upon information and belief that Defendant Woods met with the Plaintiffs at least twice. Any remaining allegations of paragraph 201 are denied as stated.

128. Paragraph 202 is denied as stated.

129. As to paragraph 203, it is denied that Defendant Woods took actions that were not genuine. The Defendants lack sufficient information or knowledge upon which to form a belief

as to the truth or falsity of the remaining allegations of paragraph 203 and, therefore, deny the allegations and demand strict proof thereof.

130. As to paragraph 204, it is admitted only that the Plaintiffs had a meeting, that an investigation was conducted by the Defendants, that the alleged offending student was interviewed, that the alleged offending student said that he was grabbed by Jane Doe #5 and immediately moved from the couch to the floor to get away from Jane Doe #5, and that Defendant Lee said it was a he said/she said event. As to the book “Purity: The New Moral Revolution,” the Defendants lack sufficient information or knowledge upon which to form a belief as to whether the book was referenced during the meeting but admit that it is a book that is often recommended for reading. Any remaining allegations or paragraph 204 are denied as stated. The Defendants would further show that: (a) Jane Doe #5 transferred to a local high school; (b) Jane Roe #5 left employment with CSCL; (c) the Plaintiffs later attempted to have Jane Doe #5 transfer back to CSC; and (d) that the student accused by the Plaintiffs left CSCL because he and his parents did not appreciate the allegations made by the Plaintiffs.

131. Paragraphs 205, 206, 207, 208, 209, 210, and 211 are denied.

132. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraphs 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, and 227 and, therefore, deny the allegations and demand strict proof thereof.

133. As to paragraph 228, the Defendants admit that the Plaintiffs have made certain allegations and asserted certain causes of action against them but deny that the allegations or causes of action have merit.

134. Paragraph 229 is denied.

*AS TO THE FIRST CAUSE OF ACTION
(Negligence, Gross Negligence, and Recklessness)*

135. As to paragraph 230, the Defendants hereby reallege and incorporate herein each and every response contained above as though set forth herein verbatim.

136. The allegations of paragraph 231 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

137. The allegations of paragraph 232 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

138. Paragraphs 233, 234, and 235 are denied.

139. The allegations of paragraphs 236, 237, 238, and 239 constitute conclusions of law to which the Defendants are not required to respond. To the extent the allegations are deemed to be allegations of fact or a response is required for any other reason, the Defendants admit that certain duties existed between the parties but deny having breached any duties owed.

140. Paragraphs 240, 241, 242 (including all sub-paragraphs), and 243 are denied.

*AS TO THE SECOND CAUSE OF ACTION
(Outrage/Intentional Infliction of Emotional Distress)*

141. As to paragraph 244, the Defendants hereby reallege and incorporate herein each and every response contained above as though set forth herein verbatim.

142. Paragraphs 245, 246, and 247 are denied.

143. As to paragraph 248, it is admitted only that Sandra Woods was the principal of CSCL. Any remaining allegations of paragraph 248 are denied as stated.

144. Paragraphs 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, and 259 are denied.

AS TO THE THIRD CAUSE OF ACTION
(Necessaries Claim)

145. As to paragraph 260, the Defendants hereby reallege and incorporate herein each and every response contained above as though set forth herein verbatim.

146. Paragraph 261 (including all sub-paragraphs) is denied.

147. Paragraph 262 is admitted upon information and belief.

148. The Defendants lack sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of paragraph 263 and, therefore, deny the allegations and demand strict proof thereof.

149. Paragraphs 264 and 265 are denied.

AS TO THE PRAYER FOR RELIEF

150. The Defendants deny that the Plaintiffs are entitled to any relief from the Defendants, including but not limited to the relief requested in the prayer of the Amended Complaint.

FOR A SECOND DEFENSE
(Rule 12(b)(1), SCRCP—Lack of Subject Matter Jurisdiction)

151. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

152. The Defendants would further show, upon information and belief, that the court lacks subject matter jurisdiction in this matter and the action should, therefore, be dismissed.

FOR A THIRD DEFENSE

(Rule 12(b)(6), SCRCF—Failure to State Facts)

153. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

154. The Defendants would further show, upon information and belief, that the Amended Complaint fails to state facts sufficient to constitute a cause of action and should, therefore, be dismissed in whole or in part.

FOR A FOURTH DEFENSE

(Charitable Immunity – Solicitation of Charitable Funds Act)

155. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

156. The Defendants would further show, upon information and belief, that they are entitled to the statutory protections and limitations of liability afforded charitable entities and similar organizations by South Carolina statutory and decisional law, including but not limited to the protections and immunities of the Solicitation of Charitable Funds Act, codified at Chapter 56 of Title 33 of the South Carolina Code of Laws, including but not limited to those set forth in S.C. Code Ann. § 33-56-180.

FOR A FIFTH DEFENSE

(Criminal Conduct)

157. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

158. The Defendants would further show, upon information and belief, that any injuries or damages to the Plaintiffs (which are specifically denied) were the result of intervening willful, malicious, and criminal conduct of a third party or parties beyond the control of the Defendants and that such intervening willful, malicious, and criminal conduct was not intended

by the Defendants and could not reasonably be foreseen by the Defendants. Therefore, any causal connection between any alleged negligence of the Defendants and any injuries or damages to the Plaintiffs is broken by such willful, malicious, and criminal conduct and the Defendants are not liable to the Plaintiffs.

FOR A SIXTH DEFENSE
(Alleged Damages Caused by Third Party)

159. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

160. The Defendants would further show, upon information or belief, that some or all damages allegedly sustained by the Plaintiffs (the existence of such damages being denied) were a direct or proximate result of the acts or omissions of another party or parties over whom the Defendants had no control or duty to control. The Defendants plead the acts of another party or parties as a complete defense to all claims.

FOR A SEVENTH DEFENSE
(Intervening Causes)

161. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

162. The Defendants would further show, upon information and belief, that some or all damages allegedly sustained by the Plaintiffs (the existence of such damages being denied) were a proximate result of one or more independent, efficient, intervening causes which the Defendants plead as a bar to this action.

FOR AN EIGHTH DEFENSE
(Negligence of Others)

163. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

164. The Defendants would further show, upon information and belief, that the Plaintiffs' claims against the Defendants are barred by the independent and intervening negligent acts of others.

FOR A NINTH DEFENSE
(Statute of Limitations)

165. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

166. The Defendants would further show, upon information and belief, that the Plaintiffs' claims may be barred by the applicable statute of limitations and/or repose.

FOR A TENTH DEFENSE
(Proximate Cause)

167. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

168. The Defendants would further show, upon information and belief, that no acts or omissions on its part were the proximate cause or cause in fact of some or all damages allegedly suffered by the Plaintiffs (the existence of such damages being denied). Therefore, this action is barred in whole or in part.

FOR AN ELEVENTH DEFENSE
(Compliance with Standard of Care)

169. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

170. The Defendants would further show, upon information and belief, that at all times relevant to the allegations of the Amended Complaint, the conduct of the Defendants conformed to, and was in full compliance with, the standard of care expected of similar individuals and institutions in South Carolina. All of the conduct of the Defendants was within the acceptable

standards and methods and at no time did the Defendants deviate from the standard of care with respect to the Plaintiffs.

FOR A TWELFTH DEFENSE
(Good Faith)

171. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

172. The Defendants would further show, upon information and belief, that the Plaintiffs' claims are barred because, at all times relevant to the allegations of the Amended Complaint, the Defendants acted in good faith and in a reasonable manner.

FOR A THIRTEENTH DEFENSE
(Equitable Defenses)

173. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

174. The Defendants would further show, upon information and belief, that the claims asserted in the Amended Complaint may be barred, in whole or in part, by the doctrines of waiver, estoppel, and/or unclean hands.

FOR A FOURTEENTH DEFENSE
(Failure to Mitigate)

175. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

176. The Defendants would further show, upon information and belief, that the Plaintiffs may have failed to mitigate their alleged damages.

FOR A FIFTEENTH DEFENSE
(Failure to Allege All Elements of Outrage)

177. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

178. The Defendants would further show, upon information and belief, that to the extent it is asserted against MorningStar, Richard Joyner, David Yarnes, Douglas Lee, or CSCL, the Complaint's cause of action for outrage should be dismissed because it fails to allege all of the elements of the cause of action against these Defendants.

FOR A FIFTEENTH DEFENSE
(Restatement of Other Causes of Action)

179. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

180. The Defendants would further show, upon information and belief, that the Amended Complaint's cause of action for outrage fails as a matter of law because it is simply a restatement of the Amended Complaint's other causes of action. Accordingly, the cause of action should be dismissed.

FOR A SIXTEENTH DEFENSE
(Absence of Outrageous Conduct Directed at Plaintiffs)

181. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

182. The Defendants would further show, upon information and belief, that the Amended Complaint's cause of action for outrage fails as a matter of law because it does not allege, and the Plaintiffs are unable to show, that any outrageous conduct by the Defendants (the occurrence of which is denied) was directed specifically at the Plaintiffs. Accordingly, the cause of action should be dismissed.

FOR A SEVENTEENTH DEFENSE

(Necessaries Claim Limited to Medical Expenses)

183. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

184. The Defendants would further show, upon information and belief, that recovery under a necessities claim is limited to medical expenses, and thus any request for recovery under this claim other than for medical expenses should be stricken or dismissed.

FOR AN EIGHTEENTH DEFENSE

(Ecclesiastical Doctrine)

185. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

186. The Defendants would further show, upon information and belief, that civil courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, administration, or governance and, therefore, the Amended Complaint may be subject to dismissal in whole or in part.

FOR A NINETEENTH DEFENSE

(United States Constitution / South Carolina Constitution)

187. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

188. The Defendants would further show, upon information and belief, that religious organizations are permitted by the United States Constitution and the South Carolina Constitution to establish their own rules and regulations for internal discipline and government and to create tribunals for the adjudication of disputes and, therefore, the Amended Complaint may be subject to dismissal in whole or in part.

FOR A TWENTIETH DEFENSE

(Charitable Cap)

189. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

190. The Defendants would further show, upon information and belief, that any damages sought against them (which are denied) may be statutorily capped.

FOR A TWENTY-FIRST DEFENSE*(In Pari Delicto)*

191. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

192. The Defendants would further show, upon information and belief, that if they are found to be at fault (the fault of the Defendants being denied), the Plaintiffs' claims may be barred by the doctrine of *in pari delicto*.

FOR A TWENTY-SECOND DEFENSE

(Election of Remedies)

193. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

194. The Defendants would further show, upon information and belief, that the Plaintiffs will be subject to an election of remedies should they prevail on more than one of their causes of action.

FOR A TWENTY-THIRD DEFENSE

(S.C. Code Ann. §§ 15-38-50 et seq.)

195. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

196. The Defendants would further show, upon information and belief, that to the extent they are found liable for the Plaintiffs' damages, which are denied, they are entitled to a determination of their percentage of fault pursuant to the Uniform Contribution Among Tortfeasors Act found at S.C. Code Ann. §§ 15-38-50 et seq.

FOR A TWENTY-FOURTH DEFENSE
(Non-Economic Damages)

197. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

198. The Defendants would further show, upon information and belief, that they are entitled to any and all protections provided by S.C. Code Ann. §§ 15-32-200 et seq., including limitations in the amount of non-economic damages recoverable if any, and any other limitations provided for by said chapter and title, or as interpreted under common law.

FOR A TWENTY-FIFTH DEFENSE
(Punitive Damages – Cooper v. Leatherman)

199. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

200. The Defendants would further show, upon information and belief, that pursuant to Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001), if punitive damages are recoverable, which is denied, the amount of punitive damages is “not really a fact tried by the jury” and therefore the Plaintiffs' request for punitive damages “to be determined by the jury” violates the United States Constitution.

FOR A TWENTY-SIXTH DEFENSE
(Punitive Damages – Limitations)

201. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

202. The Defendants would further show, upon information and belief, that in the event the court permits the jury to return a punitive damages award, such damages are to be limited to an amount that is no greater than the jury's award of actual damages pursuant to Exxon Shipping Co. v. Baker, 554 U.S. 471 (2008).

FOR A TWENTY-SEVENTH DEFENSE
(Punitive Damages Unavailable)

203. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

204. The Defendants would further show, upon information and belief, that punitive damages are unavailable in this action.

FOR A TWENTY-EIGHTH DEFENSE
(Punitive Damages)

205. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

206. The Defendants would further show, upon information and belief, that the Plaintiffs' claim for punitive damages is barred because punitive damages are a form of punishment and any such award under the laws of the State of South Carolina would violate the Defendants' procedural and substantive Due Process rights and Equal Protection rights, which are guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and by Article I, Section 3, of the Constitution of the State of South Carolina, in that:

- (a) The judiciary will be allowed to consider evidence of the Defendants' wealth in assessing punitive damages;
- (b) There are no standards of sufficient clarity, objectivity, and uniformity whereby the judiciary may determine the propriety of punitive damages or the amount of any such award;

- (c) The guidelines, standards procedures, and instructions for the imposition of punitive damages are ambiguous, indefinite, unreasonable, vague, uncertain, conflicting, purely subjective, and fundamentally unfair;
- (d) The vague and inconsistent legal standards for the imposition of punitive damages deprives the Defendants of sufficient notice of the type of conduct and mental state upon which an award of punitive damages could be based; and
- (e) No objective limitations or standards have been established concerning the amount or severity of any punitive damages award.

FOR A TWENTY-NINTH DEFENSE
(Punitive Damages)

207. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

208. The Defendants would further show, upon information and belief, that the Plaintiffs' claim for punitive damages is barred because punitive damages are a form of punishment and any such award under the laws of the State of South Carolina would violate the Defendants' procedural and substantive Due Process rights and Equal Protection rights, which are guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and by Article I, Section 3, of the Constitution of the State of South Carolina, in that:

- (a) A jury is not provided with standards of sufficient clarity, objectivity, and uniformity for determining the appropriateness of awarding, or the appropriate size of any punitive damages;
- (b) A jury is not instructed on the limits of punitive damages awards imposed by the applicable principles of punishment and deterrence;
- (c) A jury is not expressly prohibited from awarding punitive damages, or determining the amount of an award of punitive damages, in whole or in part, on the basis of invidiously discriminatory characteristics;
- (d) A jury is permitted to award punitive damages under standards for determining liability for, and amount of, punitive damages that are vague and arbitrary and do not define with sufficient clarity the culpable conduct or mental state that makes an award of punitive damages permissible;

- (e) A jury is allowed to consider evidence of the Defendants' wealth in assessing punitive damages; and
- (f) A jury is not subject to judicial review on the basis of objective and uniform standards.

FOR A THIRTIETH DEFENSE

(Punitive Damages)

209. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

210. The Defendants would further show, upon information and belief, that the Plaintiffs' claim for punitive damages is barred because they are essentially criminal in nature and a form of punishment, and they seek to deny the Defendants rights guaranteed to defendants in criminal proceedings under the Fourth, Fifth, Sixth, and Fourteenth Amendments of the United States Constitution:

- (a) A requirement that the basis for the imposition of punitive damages be proven beyond a reasonable doubt by the Plaintiffs;
- (b) The right to separate trials for compensatory and punitive damages; and
- (c) The right to a separate hearing for the determination of the amount of punitive damages under applicable provisions of state law.

FOR A THIRTY-FIRST DEFENSE

(Punitive Damages)

211. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

212. The Defendants would further show, upon information and belief, that the Plaintiffs' claim for punitive damages is barred because they seek to impose punishment that is excessive and grossly disproportionate to the misconduct alleged, in violation of Section 15,

Article I of the Constitution of the State of South Carolina, which prohibits excessive fines and cruel and unusual punishment.

FOR A THIRTY-SECOND DEFENSE
(Punitive Damages)

213. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

214. The Defendants would further show, upon information and belief, that the Plaintiffs' claim for punitive damages is barred to the extent they seek the admission of evidence of the Defendants' net worth or wealth in determining whether punitive damages are to be awarded or in what amount, because punitive damages are a form of punishment, and punishment that is grounded in a defendant's status, rather than in specific misconduct, has the effect of treating classes of citizens unequally in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States and Section 15, Article I of the Constitution of the State of South Carolina.

FOR A THIRTY-THIRD DEFENSE
(Limitation on Punitive Damages)

215. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

216. The Defendants would further show, upon information and belief, that any award of punitive damages is subject to the limitations set forth in S.C. Code Ann. § 15-32-530.

FOR A THIRTY-FOURTH DEFENSE
(Bifurcation / Clear and Convincing Evidence)

217. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

218. The Defendants would further show, upon information and belief, that the Plaintiffs' request for punitive damages is subject to the provisions of S.C. Code Ann. § 15-32-520, including but not limited to the requirement for a bifurcated trial and the clear and convincing evidence standard of proof.

FOR A THIRTY-FIFTH DEFENSE
(Apportionment)

219. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

220. The Defendants reserve and assert all rights under S.C. Code Ann. § 15-38-15 to the extent it bars, limits, or apportions any fault or recovery herein.

FOR A THIRTY-SIXTH DEFENSE
(Contribution and Indemnity)

221. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

222. The Defendants would further show, upon information and belief, that if they are liable to the Plaintiffs (which is denied), then other potentially responsible parties would be liable to them in contribution or indemnity. The Defendants plead the doctrines of contribution and indemnity as a defense in this action.

FOR A THIRTY-SEVENTH DEFENSE
(Credits and Offsets)

223. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

224. The Defendants would further show, upon information and belief, that they are entitled to any credits and offsets that may exist from any liability found to be owed to the Plaintiffs as allowed under state or federal law.

FOR A THIRTY-EIGHTH DEFENSE
(Setoff/Recoupment)

225. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

226. The Defendants would further show, upon information and belief, that if they are liable to the Plaintiffs (which is denied), then they are entitled to a setoff or recoupment for all sums of money recovered from any other potentially liable party or monies obtained from any other collateral source obtained by or on behalf of the Plaintiffs by way of any settlement, judgment, or otherwise which the Plaintiffs have entered or recovered from any other potentially responsible party.

FOR A THIRTY-NINTH DEFENSE
(Rule 10(a), SCRCP)

227. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

228. The Defendants would further show, upon information and belief, that the Amended Complaint does not comply with Rule 10(a), SCRCP, and thus the court lacks jurisdiction over the Plaintiffs.

FOR A FORTIETH DEFENSE
(Rule 12(b)(7)—Failure to Join a Party)

229. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

230. The Defendants would further show, upon information and belief, that the Amended Complaint fails to join one or more parties under Rule 19 and should, therefore, be dismissed in whole or in part.

FOR A FORTY-FIRST DEFENSE
(Rule 8(c), SCRCP)

231. The Defendants hereby reallege and incorporate herein each and every allegation contained above as though set forth herein verbatim.

232. To the extent applicable and not already asserted hereinabove, the Defendants plead all affirmative defenses listed in Rule 8(c) of the South Carolina Rules of Civil Procedure.

AS TO FURTHER DEFENSES OR CLAIMS

233. The Defendants place the Plaintiffs on notice that they will subsequently move to amend this Answer should it appear through discovery or continued fact investigation that additional defenses and/or claims are available.

WHEREFORE, having fully answered the Amended Complaint, the Defendants pray that the court inquire into the matters addressed herein and issue its order dismissing the Amended Complaint with prejudice or granting the Defendants judgment against the Plaintiffs on the Amended Complaint and awarding, to the extent available under the law, costs, attorneys' fees, and expenses in this matter, and for such other and further relief as the court may deem just, equitable, and proper under the circumstances.

s/Curtis W. Dowling

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