

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
C/A NO.: 2025-CP-10-03124

Jane Doe,

Plaintiff,

v.

Patrick Bryant, John Osborne, Eric Bowman,  
Pommer Group LLC, Assignment Desk Works LLC  
and GLT2, LLC

Defendants.

**DEFENDANT PATRICK BRYANT’S  
ANSWER TO PLAINTIFF JANE DOE’S  
AMENDED COMPLAINT  
(JURY TRIAL DEMANDED)**

Defendant Patrick Braynt, individually (“Defendant” or “Defendant Bryant”), contemporaneously and without waiving the separately filed Motion to Dismiss, Motion to Strike, and Counter and Third Party Claims, files this Answer to the Amended Complaint (“Complaint”) of Plaintiff Jane Doe (“Plaintiff”). Each and every allegation of the Complaint not specifically admitted is denied.

**NATURE OF CLAIMS**

1. Paragraph 1 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. To that extent a further response is required, Defendant denies the allegations contained in Paragraph 1 of the Complaint.

**PARTIES AND JURISDICTION**

2. Defendant has insufficient information to respond to the allegations contained in Paragraph 2 of the Complaint. Upon information and belief, Plaintiff is a resident of Minnesota.

3. Defendant admits that he is a citizen of Charleston County.

4. Defendant has insufficient information to respond to the allegations contained in Paragraph 4 of the Complaint.

5. Defendant has insufficient information to respond to the allegations contained in Paragraph 5 of the Complaint.

6. Defendant has insufficient information to respond to the allegations contained in Paragraph 6 of the Complaint.

7. In response to the allegations contained in Paragraph 7 of the Complaint, Defendant denies he is the principal member of ADW, Defendant admits the remaining allegations contained in Paragraph 7 of the Complaint.

8. Defendant denies the allegations contained in Paragraph 8 of the Complaint.

9. Paragraph 9 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny.

#### **FACTUAL ALLEGATIONS**

10. Responding to Paragraph 10 of the Complaint, Defendant craves reference to Congresswoman Mace's speech and transcription of same and denies any allegations inconsistent therewith. To the extent a further response is required, Defendant denies the allegations contained in Paragraph 10 of the Complaint and any inference of liability.

11. Responding to Paragraph 11 of the Complaint, Defendant craves reference to Congresswoman Mace's speech and transcription of same and denies any allegations inconsistent therewith. To the extent a further response is required, Defendant denies the allegations contained in Paragraph 11 of the Complaint and any inference of liability.

12. In response to the allegations contained in Paragraph 12 of the Complaint, Defendant denies he was Plaintiff's boss as he did not supervise Plaintiff, Defendant admits the remaining allegations contained in Paragraph 12 of the Complaint.

13. Defendant denies the allegations contained in Paragraph 13 of the Complaint.

14. In response to the allegations contained in Paragraph 14 of the Complaint, Defendant admits that Plaintiff was hired as a Production Coordinator at ADW and worked for ADW and Go To Team Incorporated between 2017 and 2019, but Defendant denies the remaining allegations contained in Paragraph 14 of the Complaint.

15. Except to admit that Plaintiff worked for ADW, Defendant denies the allegations contained in Paragraph 15 of the Complaint.

16. Defendant has insufficient information to respond to the allegations contained in Paragraph 16 of the Complaint.

17. Defendant has insufficient information to respond to the allegations concerning Plaintiff's whereabouts contained in Paragraph 17 of the Complaint.

18. Defendant has insufficient information to respond to the allegations contained in Paragraph 18 of the Complaint.

19. Defendant has insufficient information to respond to the allegations contained in Paragraph 19 of the Complaint.

20. Defendant denies the allegations contained in Paragraph 20 of the Complaint.

21. Responding to Paragraph 21 of the Complaint, Defendant admits that he went to Home Team Barbeque with Plaintiff and Osborne. Defendant denies the remaining allegations contained in Paragraph 21 of the Complaint.

22. Defendant has insufficient information to respond to the allegations contained in Paragraph 22 of the Complaint.

23. Defendant has insufficient information to respond to the allegations contained in Paragraph 23 of the Complaint.

24. Except to deny that Defendant was Plaintiff's boss, Defendant has insufficient information to respond to the allegations concerning Plaintiff's and Osborne's relationship contained in Paragraph 24 of the Complaint.

25. Responding to Paragraph 25 of the Complaint, Defendant admits that he went to 3024 Marshall Drive, Sullivan's Island on October 26, 2018, with Plaintiff and Bowman. Defendant has insufficient information to respond to the remaining allegations contained in Paragraph 25 of the Complaint.

26. Defendant has insufficient information to respond to the allegations contained in Paragraph 26 of the Complaint.

27. Defendant has insufficient information to respond to the allegations contained in Paragraph 27 of the Complaint.

28. Defendant has insufficient information to respond to the allegations contained in Paragraph 28 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 28 of the Complaint and any inference of liability.

29. Defendant admits that Plaintiff was voluntarily intoxicated as alleged in Paragraph 29 of the Complaint. Defendant further denies Plaintiff was unable to walk or talk or any inference of liability.

30. Defendant denies the allegations contained in Paragraph 30 of the Complaint.

31. Responding to Paragraph 31 of the Complaint, Defendant admits that Plaintiff fell into the pool fully clothed. Defendant denies the remaining allegations contained in Paragraph 31 of the Complaint.

32. Responding to Paragraph 32 of the Complaint, Defendant denies that Plaintiff passed out, but admits the remaining allegations contained in Paragraph 32 of the Complaint.

33. Responding to Paragraph 33 of the Complaint, Defendant denies telling Defendant Osborne that Plaintiff was passed out, but admits the remaining allegations contained in Paragraph 33 of the Complaint.

34. Defendant has insufficient information to respond to the allegations contained in Paragraph 34 of the Complaint.

35. Defendant has insufficient information to respond to the allegations concerning JDW's diary contained in Paragraph 35 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 35 of the Complaint and any inference of liability.

36. Defendant denies the allegations contained in Paragraph 36 of the Complaint.

37. Paragraph 37 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 37 of the Complaint.

38. Defendant denies the allegations contained in Paragraph 38 of the Complaint.

39. Paragraph 39 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 39 of the Complaint.

40. Paragraph 40 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 40 of the Complaint.

41. Paragraph 41 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 41 of the Complaint.

42. Paragraph 42 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 42 of the Complaint.

43. Paragraph 43 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 43 of the Complaint.

44. Defendant denies the allegations contained in Paragraph 44 of the Complaint.

45. Defendant has insufficient information to respond to the allegations contained in Paragraph 45 of the Complaint.

46. Except to deny any involvement or participation in any criminal acts, Defendant has insufficient information to respond to the remaining allegations contained in Paragraph 46 of the Complaint. Defendant denies the allegations contained in Paragraph 46 of the Complaint.

47. Defendant has insufficient information to respond to the allegations contained in Paragraph 47 of the Complaint. Defendant denies the allegations contained in Paragraph 47 of the Complaint.

48. Defendant has insufficient information to respond to the allegations contained in Paragraph 48 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 48 of the Complaint and any inference of liability.

49. Defendant has insufficient information to respond to the allegations contained in Paragraph 49 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 49 of the Complaint and any inference of liability.

50. Defendant has insufficient information to respond to the allegations contained in Paragraph 50 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 50 of the Complaint and any inference of liability.

51. Defendant denies the allegations contained in Paragraph 51 of the Complaint and any inference of liability.

52. Defendant denies the remaining allegations contained in Paragraph 52 of the Complaint.

53. Defendant has insufficient information to respond to the allegations contained in Paragraph 53 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 53 of the Complaint and any inference of liability.

54. Defendant has insufficient information to respond to the allegations contained in Paragraph 54 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 54 of the Complaint and any inference of liability.

55. Defendant denies the allegations contained in Paragraph 55 of the Complaint.

56. Defendant has insufficient information to respond to the allegations contained in Paragraph 56 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 56 of the Complaint and any inference of liability.

57. Defendant denies the allegations contained in Paragraph 57 of the Complaint.

58. Defendant denies the allegations contained in Paragraph 58 of the Complaint.

59. Defendant denies the allegations contained in Paragraph 59 of the Complaint.

60. Defendant denies the allegations contained in Paragraph 60 of the Complaint.

61. Defendant denies the allegations contained in Paragraph 61 of the Complaint.

62. Defendant denies the allegations contained in Paragraph 62 of the Complaint.

63. Defendant denies the allegations contained in Paragraph 63 of the Complaint.

64. Defendant denies the allegations contained in Paragraph 64 of the Complaint.

65. Defendant denies the allegations contained in Paragraph 65 of the Complaint.

66. Defendant denies the allegations contained in Paragraph 66 of the Complaint.

67. Responding to the allegations contained in Paragraph 67 of the Complaint, Defendant craves reference to the court records in the referenced case and denies any allegations inconsistent therewith.

68. Responding to the allegations contained in Paragraph 68 of the Complaint, Defendant craves reference to the court records in the referenced case and denies any allegations inconsistent therewith.

69. Responding to the allegations contained in Paragraph 69 of the Complaint, Defendant craves reference to the referenced messages to the extent they exist and deny any allegations inconsistent therewith. Defendant denies any remaining allegations contained in Paragraph 69 of the Complaint.

70. Defendant denies the allegations contained in Paragraph 70 of the Complaint.

71. Defendant has insufficient information to respond to the allegations contained in Paragraph 71 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 71 of the Complaint and any inference of liability.

72. Defendant has insufficient information to respond to the allegations contained in Paragraph 72 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 72 of the Complaint and any inference of liability.

73. Defendant has insufficient information to respond to the allegations contained in Paragraph 73 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 73 of the Complaint and any inference of liability.

74. Defendant has insufficient information to respond to the allegations contained in Paragraph 74 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 74 of the Complaint and any inference of liability.

75. Defendant has insufficient information to respond to the allegations contained in Paragraph 75 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 75 of the Complaint and any inference of liability.

76. Defendant has insufficient information to respond to the allegations contained in Paragraph 76 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 76 of the Complaint and any inference of liability.

77. Responding to the allegations contained in Paragraph 77 of the Complaint, Defendant craves reference to the court records in the referenced case and denies any allegations inconsistent therewith.

78. Responding to the allegations contained in Paragraph 78 of the Complaint, Defendant craves reference to the court records in the referenced case and denies any allegations inconsistent therewith.

79. Defendant has insufficient information to respond to the allegations contained in Paragraph 79 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 79 of the Complaint and any inference of liability.

80. Defendant has insufficient information to respond to the allegations contained in Paragraph 80 of the Complaint.

81. Except to admit that he became engaged to Nancy Mace in May of 2022, Defendant denies the remaining allegations contained in Paragraph 81 of the Complaint.

82. Defendant denies the allegations contained in Paragraph 82 of the Complaint.

83. Defendant denies the allegations contained in Paragraph 83 of the Complaint.

84. Defendant denies the allegations contained in Paragraph 84 of the Complaint.

85. Defendant has insufficient information to respond to the allegations contained in Paragraph 85 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 85 of the Complaint and any inference of liability.

86. Defendant has insufficient information to respond to the allegations contained in Paragraph 86 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 86 of the Complaint and any inference of liability.

87. Defendant has insufficient information to respond to the allegations contained in Paragraph 87 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 87 of the Complaint and any inference of liability.

88. Defendant has insufficient information to respond to the allegations contained in Paragraph 88 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 88 of the Complaint and any inference of liability.

89. Defendant has insufficient information to respond to the allegations contained in Paragraph 89 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 89 of the Complaint and any inference of liability.

90. Defendant has insufficient information to respond to the allegations contained in Paragraph 90 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 90 of the Complaint and any inference of liability.

91. Defendant has insufficient information to respond to the allegations contained in Paragraph 91 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 91 of the Complaint and any inference of liability.

92. Defendant has insufficient information to respond to the allegations contained in Paragraph 92 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 92 of the Complaint and any inference of liability.

93. Defendant has insufficient information to respond to the allegations contained in Paragraph 93 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 93 of the Complaint and any inference of liability.

94. Defendant has insufficient information to respond to the allegations contained in Paragraph 94 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 94 of the Complaint and any inference of liability.

95. Defendant has insufficient information to respond to the allegations contained in Paragraph 95 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 95 of the Complaint and any inference of liability.

96. Defendant denies the allegations contained in Paragraph 96 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 96 of the Complaint and any inference of liability.

97. Defendant has insufficient information to respond to the allegations contained in Paragraph 97 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 97 of the Complaint and any inference of liability.

98. Defendant has insufficient information to respond to the allegations contained in Paragraph 98 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 98 of the Complaint and any inference of liability.

99. Defendant denies the allegations contained in Paragraph 99 of the Complaint and moves to strike the scandalous speculation included in Paragraph 99 of the Complaint.

100. Defendant has insufficient information to respond to the allegations contained in Paragraph 100 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 100 of the Complaint and any inference of liability.

101. Defendant has insufficient information to respond to the allegations contained in Paragraph 101 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 101 of the Complaint and any inference of liability.

102. Defendant has insufficient information to respond to the allegations contained in Paragraph 102 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 102 of the Complaint and any inference of liability.

103. In response to the allegations contained in Paragraph 103 of the Complaint, Defendant admits that ADW filed a lawsuit against Plaintiff on May 7, 2025 for Breach of Contract in Charleston County Court of Common Pleas. Defendant denies the remaining allegations contained in Paragraph 103 of the Complaint.

104. Responding to the allegations contained in Paragraph 104 of the Complaint Defendant admits that ADW is seeking civil damages and a restraining order to preclude Plaintiff from making disparaging remarks about Defendant. Defendant denies any remaining allegations contained in Paragraph 104 of the Complaint.

105. Defendant has insufficient information to respond to the allegations contained in Paragraph 105 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 105 of the Complaint and any inference of liability.

106. In response to the allegations contained in Paragraph 106 of the Complaint, Defendant admits that ADW served Plaintiff with Requests for Production and Interrogatories on May 21, 2025 but denies the remaining allegations contained in Paragraph 106 of the Complaint.

107. Defendant denies the allegations contained in Paragraph 107 of the Complaint.

108. Defendant has insufficient information to respond to the allegations contained in Paragraph 108 of the Complaint. Responding further, Defendant craves reference to the settlement agreement and denies any allegations inconsistent therewith.

109. Defendant denies the allegations contained in Paragraph 109 of the Complaint.

110. Responding to the allegations contained in Paragraph 110 of the Complaint, Defendant admits to forming GLT2, LLC but denies the remaining allegations contained in Paragraph 110 of the Complaint.

111. Paragraph 111 of the Complaint states a conclusion of law which Defendant is required neither to admit nor deny. Defendant further denies the remaining allegations contained in Paragraph 111 of the Complaint and any inference of liability.

112. Responding to the allegations contained in Paragraph 112 of the Complaint, Defendant craves reference to the paperwork filed with the SC Secretary of State and denies any allegations contained in Paragraph 112 inconsistent therewith.

113. Responding to the allegations contained in Paragraph 113 of the Complaint, Defendant craves reference to the Petition in the referenced case and denies any allegations inconsistent therewith.

114. Defendant denies the allegations contained in Paragraph 114 of the Complaint.

115. Responding to the allegations contained in Paragraph 115 of the Complaint, Defendant craves reference to the Petition in the referenced case and denies any allegations inconsistent therewith.

116. Defendant denies the allegations contained in Paragraph 116 of the Complaint.

117. Paragraph 117 of the Complaint, including all subparagraphs, states conclusions of law which Defendant is required neither to admit nor deny. Defendant denies the allegations and any inference of liability contained in paragraph 117 of the Complaint.

118. Defendant has insufficient information to respond to the allegations contained in Paragraph 118 of the Complaint. Defendant further denies the remaining allegations contained in Paragraph 118 of the Complaint and any inference of liability.

119. Paragraph 119 of the Complaint states conclusions of law which Defendant is required neither to admit nor deny. Responding further, Defendant admits that GLT2 served a subpoena on Wesley Donehue and deposed him on April 28, 2025. Defendant further denies the remaining allegations contained in Paragraph 119 of the Complaint and any inference of liability.

120. Defendant denies the allegations contained in Paragraph 120 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 120 of the Complaint and any inference of liability

121. Defendant has insufficient information to respond to the allegations contained in Paragraph 121 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 121 of the Complaint and any inference of liability.

122. Responding to the allegations contained in Paragraph 122 of the Complaint, Defendant craves reference to the testimony of Wesley Donahue and denies any allegations inconsistent therewith.

123. Responding to the allegations contained in Paragraph 123 of the Complaint, Defendant craves reference to the testimony of Wesley Donahue and denies any allegations inconsistent therewith.

124. Defendant has insufficient information to respond to the allegations contained in Paragraph 124 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 124 of the Complaint and any inference of liability.

125. Responding to the allegations contained in Paragraph 125 of the Complaint, Defendant craves reference to the testimony of Wesley Donahue and denies any allegations inconsistent therewith.

126. Defendant has insufficient information to respond to the allegations contained in Paragraph 126 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 126 of the Complaint and any inference of liability.

127. Responding to the allegations contained in Paragraph 127 of the Complaint, Defendant craves reference to the testimony of Wesley Donahue and denies any allegations inconsistent therewith.

128. Defendant admits that settlement was reached at mediation on May 28, 2024, but denies the remaining allegations contained in Paragraph 128 of the Complaint.

129. Defendant has insufficient information to respond to the allegations contained in Paragraph 129 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 129 of the Complaint and any inference of liability.

130. Defendant has insufficient information to respond to the allegations contained in Paragraph 130 of the Complaint. Defendant therefore denies the remaining allegations contained in Paragraph 130 of the Complaint and any inference of liability.

131. Defendant denies the allegations contained in Paragraph 131 of the Complaint.

132. Defendant denies the allegations contained in Paragraph 132 of the Complaint.

133. Defendant has insufficient information to respond to the allegations contained in Paragraph 133 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 133 of the Complaint and any inference of liability.

134. Defendant has insufficient information to respond to the allegations contained in Paragraph 134 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 134 of the Complaint and any inference of liability.

135. Defendant has insufficient information to respond to the allegations contained in Paragraph 135 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 135 of the Complaint and any inference of liability.

136. Defendant has insufficient information to respond to the allegations contained in Paragraph 136 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 136 of the Complaint and any inference of liability.

137. Defendant has insufficient information to respond to the allegations contained in Paragraph 137 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 137 of the Complaint and any inference of liability.

138. Paragraph 138 of the Complaint states conclusions of law which Defendant is required neither to admit nor deny. Responding further, Defendant denies the allegations against him contained in Paragraph 138 of the Complaint.

139. Defendant has insufficient information to respond to the allegations contained in Paragraph 139 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 139 of the Complaint and any inference of liability.

140. Defendant denies the allegations against him contained in Paragraph 140 of the Complaint.

141. Defendant denies the allegations contained in Paragraph 141 of the Complaint.

142. Defendant denies the allegations contained in Paragraph 142 of the Complaint.

143. Defendant has insufficient information to respond to the allegations contained in Paragraph 143 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 143 of the Complaint and any inference of liability.

144. Defendant has insufficient information to respond to the allegations contained in Paragraph 144 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 144 of the Complaint and any inference of liability.

145. Defendant has insufficient information to respond to the allegations contained in Paragraph 145 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 145 of the Complaint and any inference of liability.

146. Defendant has insufficient information to respond to the allegations contained in Paragraph 146 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 146 of the Complaint and any inference of liability.

147. Defendant has insufficient information to respond to the allegations contained in Paragraph 147 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 147 of the Complaint and any inference of liability.

148. Defendant has insufficient information to respond to the allegations contained in Paragraph 148 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 148 of the Complaint and any inference of liability.

149. Defendant has insufficient information to respond to the allegations contained in Paragraph 149 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 149 of the Complaint and any inference of liability.

150. Defendant has insufficient information to respond to the allegations contained in Paragraph 150 of the Complaint. Defendant therefore denies the allegations contained in Paragraph 150 of the Complaint and any inference of liability.

151. Paragraph 151 of the Complaint states conclusions of law which Defendant is required neither to admit nor deny. Responding further, Defendant denies the allegations against him contained in Paragraph 151 of the Complaint.

152. Paragraph 152 of the Complaint states conclusions of law which Defendant is required neither to admit nor deny. Defendant denies the allegations contained in Paragraph 152 of the Complaint and any inference of liability

**ALLEGED FIRST CAUSE OF ACTION**  
**WRONGFUL INTRUSION INTO PRIVATE AFFAIRS**  
**(DEFENDANTS BRYANT, BOWMAN, OSBORNE)**

153. Responding to the allegations contained in Paragraph 153 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

154. Defendant denies the allegations contained in Paragraph 154 of the Complaint.

155. Defendant denies the allegations contained in Paragraph 155 of the Complaint.

156. Defendant denies the allegations contained in Paragraph 156 of the Complaint.

- 157. Defendant denies the allegations contained in Paragraph 157 of the Complaint.
- 158. Defendant denies the allegations contained in Paragraph 158 of the Complaint.

**ALLEGED SECOND CAUSE OF ACTION**  
BATTERY  
(DEFENDANTS BRYANT, BOWMAN, OSBORNE)

159. Responding to the allegations contained in Paragraph 159 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

- 160. Defendant denies the allegations contained in Paragraph 160 of the Complaint.
- 161. Defendant denies the allegations contained in Paragraph 161 of the Complaint.
- 162. Defendant denies the allegations contained in Paragraph 162 of the Complaint.

**ALLEGED THIRD CAUSE OF ACTION**  
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS  
(DEFENDANTS BRYANT, BOWMAN, OSBORNE)

163. Responding to the allegations contained in Paragraph 163 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

- 164. Defendant denies the allegations contained in Paragraph 164 of the Complaint.
- 165. Defendant denies the allegations contained in Paragraph 165 of the Complaint.
- 166. Defendant denies the allegations contained in Paragraph 166 of the Complaint.
- 167. Defendant denies the allegations contained in Paragraph 167 of the Complaint.

**ALLEGED FOURTH CAUSE OF ACTION**  
PREMISES LIABILITY  
(DEFENDANTS BOWMAN, POMMER GROUP)

168. Responding to the allegations contained in Paragraph 168 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

169. The allegations contained in Paragraph 169 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 169 of the Complaint and any inference of liability as to Defendant.

170. The allegations contained in Paragraph 170 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 170 of the Complaint and any inference of liability as to Defendant.

171. The allegations contained in Paragraph 171 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 171 of the Complaint and any inference of liability as to Defendant.

172. The allegations contained in Paragraph 172 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 172 of the Complaint and any inference of liability as to Defendant.

173. The allegations contained in Paragraph 173 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 173 of the Complaint and any inference of liability as to Defendant.

174. The allegations contained in Paragraph 174 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 174 of the Complaint and any inference of liability as to Defendant.

175. The allegations contained in Paragraph 175 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 175 of the Complaint and any inference of liability as to Defendant.

176. The allegations contained in Paragraph 176 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 176 of the Complaint and any inference of liability as to Defendant.

177. The allegations contained in Paragraph 177 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 177 of the Complaint and any inference of liability as to Defendant.

178. The allegations contained in Paragraph 178 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 178 of the Complaint and any inference of liability as to Defendant.

179. The allegations contained in Paragraph 179 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant

denies the allegations contained in Paragraph 179 of the Complaint and any inference of liability as to Defendant.

180. The allegations contained in Paragraph 180 of the Complaint are not directed at Defendant such that a response is not required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 180 of the Complaint and any inference of liability as to Defendant.

**ALLEGED FIFTH CAUSE OF ACTION**  
**DEFAMATION**  
**(DEFENDANTS BOWMAN AND BRYANT)**

181. Responding to the allegations contained in Paragraph 181 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

182. Defendant denies the allegations against him contained in Paragraph 182 of the Complaint.

183. Defendant denies the allegations against him contained in Paragraph 183 of the Complaint.

184. Defendant denies the allegations contained in Paragraph 184 of the Complaint.

185. Defendant denies the allegations contained in Paragraph 185 of the Complaint.

186. Defendant denies the allegations contained in Paragraph 186 of the Complaint.

187. Defendant denies the allegations contained in Paragraph 187 of the Complaint.

188. Defendant denies the allegations contained in Paragraph 188 of the Complaint.

189. Defendant denies the allegations contained in Paragraph 189 of the Complaint.

190. Defendant denies the allegations contained in Paragraph 190 of the Complaint.

**ALLEGED SIXTH CAUSE OF ACTION**

ABUSE OF PROCESS  
(DEFENDANTS BRYANT, BOWMAN, GLT2, ADW)

191. Responding to the allegations contained in Paragraph 191 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

192. Defendant denies the allegations contained in Paragraph 192 of the Complaint.

193. Defendant denies the allegations contained in Paragraph 193 of the Complaint.

194. Defendant denies the allegations contained in Paragraph 194 of the Complaint.

195. Defendant denies the allegations contained in Paragraph 195 of the Complaint.

196. Defendant denies the allegations contained in Paragraph 196 of the Complaint.

197. Defendant denies the allegations contained in Paragraph 197 of the Complaint.

**ALLEGED SEVENTH CAUSE OF ACTION**

CONSPIRACY

(DEFENDANTS BRYANT, BOWMAN, OSBORNE, GLT2, ADW)

198. Responding to the allegations contained in Paragraph 198 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

199. Defendant denies the allegations contained in Paragraph 199 of the Complaint.

200. Defendant denies the allegations contained in Paragraph 200 of the Complaint.

201. Defendant denies the allegations contained in Paragraph 201 of the Complaint.

202. Defendant denies the allegations contained in Paragraph 202 of the Complaint.

203. Defendant denies the allegations contained in Paragraph 203 of the Complaint.

**ALLEGED EIGHTH, NINTH, AND TENTH CAUSE OF ACTION**

NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE

(DEFENDANTS BRYANT, BOWMAN, OSBORNE, POMMER GROUP)

204. Responding to the allegations contained in Paragraph 204 of the Complaint, Defendant repeats and reincorporates here his answers to all preceding Paragraphs of the Complaint as if fully repeated herein.

205. Defendant denies the allegations contained in Paragraph 205 of the Complaint.

206. Paragraph 206 of the Complaint states conclusions of law which Defendant is required neither to admit nor deny. Responding further, Defendant denies the allegations against him contained in Paragraph 206 of the Complaint.

207. Paragraph 207 of the Complaint states conclusions of law which Defendant is required neither to admit nor deny. Responding further, Defendant denies the allegations against him contained in Paragraph 207 of the Complaint.

208. Defendant denies the allegations contained in Paragraph 208 of the Complaint.

209. Defendant denies the allegations contained in Paragraph 209 of the Complaint.

210. Defendant denies the allegations contained in Paragraph 210 of the Complaint.

211. Defendant denies the allegations contained in Paragraph 211 of the Complaint.

212. Defendant denies the allegations contained in Paragraph 212 of the Complaint.

213. Defendant denies the allegations contained in Paragraph 213 of the Complaint.

214. Defendant denies the allegations contained in the final, unnumbered Paragraph beginning with WHEREFORE and specifically denies that Plaintiff is entitled to any of the requested relief.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

215. Each every cause of action set forth in the Complaint fails to state facts sufficient to constitute a cause of action against Defendant and, therefore, must be dismissed pursuant to SCRCRCP Rule 12(b)(6).

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

216. Plaintiff's claims are barred by the applicable statutes of limitations as set forth in S.C. Code Ann. § 15-3-20, *et. seq.*

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

217. Certain allegations within Plaintiff's Complaint are immaterial, impertinent, and scandalous such that they should be stricken pursuant to SCRPC Rule 12(f). Specifically, Defendant moves to strike Paragraphs 57 through 65 of the Complaint.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

218. Plaintiff's claims are barred or limited by the defenses of res judicata, prior pending action, election of remedies, and/or issue or claim preclusion.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

219. Plaintiff's claims are barred or limited to the extent Plaintiff is judicially estopped from taking a position inconsistent with one taken with respect to the same facts in earlier litigation.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

220. Plaintiff's claims are barred or limited because Plaintiff's alleged damages or injuries were caused by the acts of third persons not under the control of Defendant. Such acts or omissions of said third persons (whether defendants in this action or non-parties) were the sole, or producing, or proximate, or intervening and supervening cause of Plaintiff's alleged damages or injuries, such that said acts and omissions operate as a total bar to any liability against Defendant. In the alternative, said acts and omissions operate to reduce the amount of liability or fault that may be imposed against Defendant. Accordingly, Defendant pleads and relies upon any and all applicable comparative fault and proportional responsibility provisions or sources of law.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

221. There was no concert of action between Defendant and any other defendant such that Defendant is not a joint tortfeasor and may not be held jointly and severally liable with other defendants pursuant to S.C. Code Ann. §15-38-15, as amended, and all other applicable common law and statutory provisions.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

222. Plaintiff's claims are barred by Plaintiff's failure to join as parties in this action one or more persons who should or must be joined, and without whose joinder complete relief cannot be accorded among those already made parties to the action.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

223. Plaintiff's claims are barred or limited by the doctrines of waiver, accord and satisfaction, estoppel, prescription, preemption, laches, and/or unclean hands.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

224. Plaintiff's claims are barred or limited by the defenses of release, payment, and accord and satisfaction.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

225. Plaintiff's claims for punitive damages are barred or limited by any and all statutory provisions limiting or restricting the award or enforceability of such damages, and/or setting forth applicable provisions, procedures, and standards of proof regarding the award of such damages. Defendant specifically demands that any trial in this matter be bifurcated with regard to liability for, and amount of, punitive damages in accordance with applicable law.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

226. Plaintiff's claims for punitive damages are barred or limited by any and all standards or limitations regarding the determination and/or enforceability of punitive damage awards, including but not limited to those set forth in *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996), *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003), and their progeny.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

227. Plaintiff's claim for defamation is barred because any alleged defamatory statements by Defendant were statements of truth, opinion and/or Plaintiff is a public figure due to her consent to Nancy Mace's use of her allegations.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

228. Plaintiff's claim for defamation is barred because any alleged defamatory statements by Defendant were made with absolute and/or qualified privilege.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

229. Plaintiff's claims for wrongful intrusion into private affairs is factually and legally insufficient because she voluntarily exposed herself and possessed no reasonable expectation of privacy in someone else's home.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

230. Plaintiff's claims are barred by the doctrine of spoliation of evidence.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

231. Plaintiff's claims are barred to the extent they are fraudulent and/or are based on the fraudulent claims of others.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

232. Defendant hereby incorporates by reference any applicable affirmative defenses alleged by any other party in response to Plaintiff's Complaint.

**FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE**

233. Defendant is not knowingly or intentionally waiving any additional defenses he may be entitled to and reserves the right to assert additional affirmative defenses that may be appropriate as discovery and/or investigation continues.

**WHEREFORE**, having fully answered the Amended Complaint of the Plaintiff, Defendant requests that the Complaint be dismissed and that he be awarded the costs and expenses incurred in defending this matter including a reasonable attorneys fee, and such other relief as the Court deems just and proper.

Defendant hereby demands trial by jury on all issues so triable.

Dated: November 5, 2025

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