

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA

ROCK HILL DIVISION

Kevin Faile, Louis C. Roman, Alan R. DePalma, )  
and Brian Scott Craton, all individually and on )  
behalf of all other similarly situated individuals, )

C.A. No. 0:10-cv-2809-CMC

Plaintiffs, )

**ANSWER**

vs. )

Lancaster County, South Carolina, )

Defendant. )  
\_\_\_\_\_ )

The Defendant answers the Complaint as follows:

**FOR A FIRST DEFENSE**

I. The Complaint fails to state a claim for which relief may be granted.

**FOR A SECOND DEFENSE**

II. This action is barred or limited by the applicable statute(s) of limitation.

**FOR A THIRD DEFENSE**

III. At all times herein Defendant acted in good faith, with the belief that all acts and omissions were in compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, its regulations, interpretive bulletins, administrative rulings, practices and policies of the United States Department of Labor, Wage and Hour Division.

**FOR A FOURTH DEFENSE**

IV. Defendant has paid wages in accordance with its policy and, therefore, there is a good faith dispute over the wages Plaintiffs claim.

**FOR A FIFTH DEFENSE**

V. Trebled, punitive, or other exemplary damages are not available against this Defendant because such damages against public entities violate the public policy.

**FOR A SIXTH DEFENSE**

VI. Plaintiffs' claims are barred in whole or in part by the doctrines of estoppel, waiver and laches in that Plaintiffs were fully informed of Defendant's pay system, acquiesced and accepted the pay system, and inexcusably sat on their rights until the pay system was changed.

**FOR A SEVENTH DEFENSE**

VII. Plaintiffs agreed to the terms and conditions of their employment and, therefore, are barred from pursuing their claims under the South Carolina Wage Payment Act, S.C. Code §§ 41-10-10, *et seq.*

**FOR AN EIGHTH DEFENSE**

VIII. Plaintiffs received wage payments to which they were not entitled and for which Defendant is entitled to a setoff against any wages allegedly owed.

**FOR A NINTH DEFENSE**

IX. Plaintiffs received other premium pay of at least one and one-half times their regular hourly rate which Defendant is entitled to credit against any overtime allegedly owed.

**FOR A TENTH DEFENSE**

X. Defendant pleads insufficiency of service of process in that Plaintiffs did not properly serve Defendant the summons and complaint.

**FOR AN ELEVENTH DEFENSE AND BY WAY OF ANSWER**

XI. A. Each allegation of the Complaint not hereinafter expressly admitted is denied.

B. Defendant responds to the allegations of the Complaint by paragraph number corresponding to the paragraph number of the Complaint as follows:

1. This is a characterization of the action requiring no response.
2. This is a characterization of the action requiring no response.
3. Admitted on information and belief.
4. Admitted on information and belief.
5. Admitted on information and belief.
6. Admitted on information and belief.
7. Defendant admits only that it is a political subdivision of the State of South Carolina and provides government functions, including emergency medical services.
8. This is a characterization of the action requiring no response.
9. This is a characterization of the action requiring no response.
10. This is a conclusion of law requiring no response.
11. This is a conclusion of law requiring no response.
12. This is a jurisdictional allegation requiring no response.
13. This is a jurisdictional allegation requiring no response.
14. This is a jurisdictional allegation requiring no response.
15. Denied as alleged. Defendant affirmatively alleges that Plaintiff Faile's date of hire is October 29, 2001.
16. Denied as alleged. Defendant affirmatively alleges that Plaintiff Roman's date of hire is February 16, 2009.

17. Denied as alleged. Defendant affirmatively alleges that Plaintiff DePalma's date of hire is July 31, 2006.
18. Admitted.
19. This is a conclusion of law requiring no response.
20. Defendant admits only that EMTs are generally scheduled to work 24-hour shifts with 48 hours between shifts.
21. To the extent the allegations of this paragraph are conclusions of law, no response is required. The remainder of the allegations of the paragraph are denied.
22. To the extent the allegations of this paragraph are conclusions of law, no response is required. The remainder of the allegations of the paragraph are denied.
23. Denied.
24. Denied.
25. Because this is a generalized allegation relating to a proposed class, Defendant is unable to respond to this paragraph and denies the same.
26. Denied.

**As to the First Cause of Action**

(Fair Labor Standards Act – Failure to Pay Overtime Wages)

27. Defendant incorporates its responses to the foregoing allegations of the Complaint as if set forth herein verbatim.
28. This is a conclusion of law requiring no response.
29. This is a conclusion of law requiring no response.
30. Denied.

31. Denied.

32. This is a conclusion of law requiring no response.

33. To the extent the allegations of this paragraph are conclusions of law, no response is required. The remainder of the allegations of the paragraph are denied.

34. Denied.

35. This is a conclusion of law requiring no response.

36. Defendant admits only that it keeps records of wages paid to employees.

37. Denied.

**As to the Second Cause of Action**  
(South Carolina Wage Payment Act)

38. Defendant incorporates its responses to the foregoing allegations of the Complaint as if set forth herein verbatim.

39. This is a conclusion of law requiring no response.

40. Defendant admits only that it employs or has employed the named Plaintiffs.

41. Denied.

42. Denied.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

C. Plaintiffs' prayer for relief is denied.

WHEREFORE, having fully answered Plaintiffs' Complaint and having set forth various defenses, Defendant prays that the Complaint be dismissed with costs taxed to Plaintiffs and for such other and further relief as the Court may find to be just and proper.

Columbia, South Carolina  
December 15, 2010  
answer.wpd/1363.J

**Certificate of Service**

I hereby certify that on the above date, I caused to be served on counsel of record a true and correct copy of this document by mail or efileing.

s/Christopher W. Johnson  
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