

|   |   |                                |
|---|---|--------------------------------|
| STATE OF SOUTH CAROLINA                     | ) | COURT OF COMMON PLEAS          |
|   | ) |                                |
| COUNTY OF BEAUFORT                          | ) | CASE NO. 17-CP-07-2310         |
|   | ) |                                |
| Privilege Underwriters Reciprocal Exchange, | ) |                                |
|   | ) |                                |
| Plaintiff,                                  | ) |                                |
|   | ) | <b>ANSWER and COUNTERCLAIM</b> |
| vs.   | ) | <b>OF CALVIN C. "SKIP"</b>     |
|   | ) | <b>HOAGLAND TO THE SECOND</b>  |
| Calvin C. "Skip" Hoagland and Lisa Sulka,   | ) | <b>AMENDED COMPLAINT</b>       |
|   | ) | (Jury Trial Demanded)          |
| Defendants.                                 | ) |                                |
|   | ) |                                |

By and through his undersigned attorney, Calvin C. "Skip" Hoagland ("Hoagland") hereby responds to the Plaintiff's Second Amended Complaint.

1. Each and every allegation not hereinafter admitted or qualified shall be deemed denied.
2. Upon information and belief, the allegations of Paragraphs 1 and 3 are admitted.
3. The allegations of Paragraph 2 are denied.
4. Paragraphs 4 and 6 contain legal allegations which do not require a response.
5. Responding to Paragraph 5, Hoagland states that there is a controversy created by the Plaintiff.
6. Paragraphs 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 21, 22, 25, 26 and 31 contain allegations regarding written documents. Hoagland admits that the documents say what they say and denies any allegations or conclusions which deviate from the terms of the documents.
7. Responding to Paragraph 15, Hoagland states that the Plaintiff is obligated to provide Hoagland a defense and indemnity.
8. The allegations of Paragraphs 19, 23 and 29 are denied.

**RECEIVED**  
**Apr 19 2023**  
S.C. SUPREME COURT

### JURY DEMAND AND COUNTERCLAIM

9. Hoagland requests that all factual issues be resolved by a jury.

10. Hoagland counterclaims for a declaration that the Plaintiff is obligated to defend and indemnify him.

WHEREFORE, having fully answered the Second Amended Complaint, Hoagland prays that the Court issue judgment in his favor, together with legal fees and costs, and any other legal or equitable relief that the Court deems proper.

s/Sean K. Trundy

Sean K. Trundy

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**ATTORNEY FOR DEFENDANT  
CALVIN C. "SKIP" HOAGLAND**

September 16, 2022

Charleston, South Carolina