



STATE OF SOUTH CAROLINA  
 COUNTY OF EDGEFIELD  
 Barry Lanham and Obvia Gamble-Lanham,  
 Plaintiffs,  
 vs.  
 Wumag Texroll GmbH & Co. KG,  
 Defendant,

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Wumag Texroll GmbH & Co. KG f/k/a  
 Kelzenberg + Co: GmbH & Co. KG,  
 Third-Party Plaintiff,  
 vs.  
 Wumag Texroll GmbH & Co. KG,  
 Third-Party Defendant.

IN THE COURT OF COMMON PLEAS  
 Case No. 2021-CP-19-00005

**WUMAG TEXROLL GMBHH & CO. KG  
 F/K/A KELZENBERG + CO. GMBH &  
 CO. KG'S AMENDED ANSWER TO  
 COMPLAINT AND THIRD-PARTY  
 COMPLAINT**

**RECEIVED**  
**Feb 23 2026**  
**SC Court of Appeals**

Defendant Wumag Texroll GmbH & Co. KG f/k/a Kelzenberg + Co: GmbH & Co. KG (“Kelzenberg-Wumag” or “Defendant”), identified in the Complaint as Wumag Texroll GmbH & Co. KG, by and through its undersigned counsel, expressly denying each and every allegation not specifically admitted herein and expressly reserving its objection to personal jurisdiction, hereby files its Answer to the Complaint of Plaintiffs Barry Lanham and Obvia Gamble-Lanham (“Plaintiffs”).

1. Kelzenberg-Wumag lacks knowledge and information sufficient to form a belief as to the allegations of Paragraph 1 of the Complaint and, therefore, denies the same and demands strict proof thereof.

2. Kelzenberg-Wumag lacks knowledge and information sufficient to form a belief as to the allegations of Paragraph 2 of the Complaint and, therefore, denies the same and demands strict proof thereof.

3. Responding to the allegations of Paragraph 3 of the Complaint, Kelzenberg-Wumag admits only that it is a German business that, among other things, manufactures industrial machines. Kelzenberg-Wumag denies the remaining allegations of Paragraph 3 of the Complaint, including the allegation that it manufactured, designed, tested, marketed, certified, supplied, sold, imported, and/or distributed the Laminating Calender Line machine that forms the basis of this action (the “Machine”).

4. The allegations of Paragraph 4 of the Complaint constitute legal conclusions which require no response from Kelzenberg-Wumag.

5. Kelzenberg-Wumag denies the allegations of Paragraph 5 of the Complaint.

6. Kelzenberg-Wumag denies the allegations of Paragraph 6 of the Complaint.

7. Kelzenberg-Wumag denies the allegations of Paragraph 7 of the Complaint.

8. Kelzenberg-Wumag lacks knowledge and information sufficient to form a belief as to the allegations of Paragraph 8 of the Complaint and, therefore, denies the same and demands strict proof thereof.

**AS TO THE FIRST CAUSE OF ACTION**  
**(Negligence)**

9. Responding to the allegations of Paragraph 9 of the Complaint, Kelzenberg-Wumag realleges its responses to the preceding paragraphs as if repeated herein verbatim.

10. Kelzenberg-Wumag denies the allegations of Paragraph 10 of the Complaint, including its subparts.

11. Kelzenberg-Wumag denies the allegations of Paragraph 11 of the Complaint.

12. Kelzenberg-Wumag denies the allegations of Paragraph 12 of the Complaint.

**AS TO THE SECOND CAUSE OF ACTION**  
**(Strict Liability Pursuant to S.C. Code Ann. § 15-73-10, et seq.)**

13. Responding to the allegations of Paragraph 13 of the Complaint, Kelzenberg-Wumag realleges its responses to the preceding paragraphs as if repeated herein verbatim.

14. Kelzenberg-Wumag denies the allegations of Paragraph 14 of the Complaint.

15. Kelzenberg-Wumag denies the allegations of Paragraph 15 of the Complaint.

16. Kelzenberg-Wumag lacks knowledge and information sufficient to form a belief as to the remaining allegations of Paragraph 16 of the Complaint and, therefore, denies the same and demand strict proof thereof.

17. Kelzenberg-Wumag denies the allegations of Paragraph 17 of the Complaint.

**AS TO THE THIRD CAUSE OF ACTION**  
**(Breach of Express and Implied Warranties)**

18. Responding to the allegations of Paragraph 18 of the Complaint, Kelzenberg-Wumag realleges its responses to the preceding paragraphs as if repeated herein verbatim.

19. Kelzenberg-Wumag denies the allegations of Paragraph 19 of the Complaint.

20. Kelzenberg-Wumag denies the allegations of Paragraph 20 of the Complaint.

21. Kelzenberg-Wumag denies the allegations of Paragraph 21 of the Complaint.

**AS TO THE FOURTH CAUSE OF ACTION**  
**(Loss of Consortium)**

22. Responding to the allegations of Paragraph 22 of the Complaint, Kelzenberg-Wumag realleges its responses to the preceding paragraphs as if repeated herein verbatim.

23. Kelzenberg-Wumag denies the allegations of Paragraph 23 of the Complaint.

24. Responding to the WHEREFORE clause following Paragraph 23 of the Complaint, Kelzenberg-Wumag denies any and all liability to Plaintiffs and denies that Plaintiffs are entitled to damages or any other relief.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

25. Plaintiffs' Complaint should be dismissed, in whole or in part, to the extent it fails to state facts sufficient to constitute a cause of action upon which relief can be granted and should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

26. Plaintiffs' damages, if any exist and are proven at trial, were proximately caused by the acts or omissions of third parties over whom Kelzenberg-Wumag had no control, and not by the acts or omissions of Kelzenberg-Wumag.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

27. Plaintiffs' damages, if any exist and are proven at trial, resulted from independent, unforeseeable, superseding, and/or intervening causes unrelated to any conduct of Kelzenberg-Wumag.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

28. Plaintiffs' claims should be dismissed for lack of service of process and/or insufficient service of process.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

29. Plaintiffs' claims should be dismissed for lack of personal jurisdiction.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

30. Plaintiffs' claims are barred by the statute of limitations.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

31. Upon information and belief, any express or implied warranties were limited in duration and expired prior to Plaintiffs' alleged injuries.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

32. Plaintiffs' claims are barred or should be dismissed by virtue of the doctrine of spoliation of evidence.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

33. Plaintiffs' claims are barred, in whole or in part, by any alteration, modification, or misuse of the Machine, by Plaintiffs or any other third parties, for which Kelzenberg-Wumag cannot be held responsible.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

34. Plaintiffs' injuries and damages, if any, were due to improper use or misuse of the Machine by Barry Lanham, for which Kelzenberg-Wumag is not liable.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

35. To the extent Plaintiffs' claims or the issues raised by Plaintiffs' claims have been previously litigated, Plaintiffs' claims are barred, in whole or in part, from any recover under the doctrines of res judicata and/or collateral estoppel.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

36. Plaintiffs' claims and those of anyone they purport to represent are barred to the extent they have been released through settlement in any prior litigation.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

37. Any recovery against Kelzenberg-Wumag is barred or limited under the principles of assumption of the risk and informed consent.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

38. Any recovery against Kelzenberg-Wumag under a theory of negligence is barred because at all times relevant to this Complaint, Kelzenberg-Wumag did not owe a duty of care to Plaintiffs.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

39. Kelzenberg-Wumag pleads and incorporate all rights, defenses, limitations on damages, and other privileges contained in S.C. Code Ann. § 15-38-10 *et seq.* as if fully stated herein.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

40. Plaintiffs' claims are barred in whole or in part by the sophisticated or knowledgeable user doctrine.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

41. Plaintiffs' claims should be dismissed for failure to join necessary persons, parties and/or entities pursuant to Rule 19 of the South Carolina Rules of Civil Procedure.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

42. Plaintiffs' claims, injuries, and damages, if any, are premised in whole or in part on the actions of parties who have not been joined in this action. Accordingly, any damages awarded to Plaintiffs should be barred or limited under the non-party fault provisions of South Carolina law.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

43. Kelzenberg-Wumag would show the Court that no act or omission of Kelzenberg-Wumag, or any agent or employee thereof, proximately caused any injuries to the Plaintiffs, which therefore bars the Plaintiffs from any recovery.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

44. Plaintiffs' claims are barred by one, or more, of the equitable doctrines of laches, waiver, estoppel, and/or unclean hands.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

45. Plaintiffs' claims are barred in whole or in part to the extent Plaintiffs failed to mitigate damages.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

46. To the extent Plaintiffs may seek punitive damages, Plaintiffs are not entitled to an award of punitive damages because such damages violate the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that:

- (a) the judiciary's ability to correct a punitive damage award at the appellate level only upon a finding of passion, prejudice, or caprice is inconsistent with due process guarantees;
- (b) any award of punitive damages serving a compensatory function is inconsistent with due process guarantees;
- (c) to the extent an award of punitive damages is excessive, such award violates due process guarantees;
- (d) the jury's unfettered power to award punitive damages in any amount it chooses is wholly devoid of meaningful standards and is inconsistent with due process guarantees;
- (e) even if it could be argued that a standard governing imposition of punitive damages exists, the standard is void for vagueness; and
- (f) Plaintiffs' claims for punitive damages violates the Due Process Clause and the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution and Article I, Section 3 of the South Carolina Constitution in that the amount of punitive damages is based upon the wealth and status of Kelzenberg-Wumag.

Furthermore, even if an award of punitive damages were held to be constitutional in this case, punitive damages are inappropriate in this case as Kelzenberg-Wumag engaged in no malicious, wrongful or intentional conduct upon which an award of such damages could be based.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

47. To the extent Plaintiffs may seek punitive damages, Plaintiffs' claim for punitive damages are limited by S.C. Code Ann. § 15-32-530. Further, pursuant to S.C. Code Ann. § 15-32-520, Kelzenberg-Wumag hereby request trial bifurcation on the issues of actual and punitive damages. To the extent the Court submits the question of punitive damages to the jury, the award of punitive damages, if any, is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Kelzenberg-Wumag pleads and incorporate all defenses, limitations on damages, and other privileges contained in S.C. Code Ann. §§ 15-32-520 and 15-32-530 as if fully stated herein.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

48. Plaintiffs' claims against Kelzenberg-Wumag are barred because Kelzenberg-Wumag did not assume any liabilities of Wumag Texroll GmbH & Co. KG.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

49. Kelzenberg-Wumag is not liable for any damages alleged by Plaintiffs that were pre-existing conditions.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

50. Kelzenberg-Wumag would allege and show that even if Kelzenberg-Wumag was negligent in any respect, which is denied, Plaintiffs were comparatively negligent and/or otherwise at fault, which fault exceeded any fault on the part of Kelzenberg-Wumag, which is denied, and which fault proximately caused Plaintiffs' alleged damages, if any, which are denied, so as to bar any recovery herein pursuant to the doctrine of comparative negligence. Alternatively, Plaintiffs were comparatively negligent and/or otherwise at fault in an amount equal to or less than any fault of Kelzenberg-Wumag, which is denied, which fault proximately caused Plaintiffs' alleged damages, if any, which are denied, so as to proportionally reduce any recovery herein pursuant to the doctrine of comparative negligence.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

51. At all times Kelzenberg-Wumag acted in good faith, in accordance with applicable policies and procedures and in compliance with South Carolina law.

**AS AN ADDITIONAL AND AFFIRMATIVE DEFENSE**

52. Kelzenberg-Wumag hereby gives notice that it intends to rely upon any other defenses that may become available or apparent during the discovery proceedings in this matter, hereby reserves its right to amend its Answer and to assert any such defenses, and hereby preserves each and every defense, including but not limited to the defenses set forth in the South Carolina Rules of Civil Procedure.

**FURTHER ANSWERING BY WAY OF A THIRD-PARTY COMPLAINT**

53. Kelzenberg-Wumag reiterates each and every prior paragraph of this Amended Answer and Third-Party Complaint as set forth verbatim herein.

54. Notwithstanding this Third-Party Complaint, Kelzenberg-Wumag expressly reserves, and does not waive, its objections to personal jurisdiction and service.

**PARTIES AND JURISDICTION**

55. Kelzenberg-Wumag is a German company that, among other things, manufactures industrial machines.

56. Kelzenberg-Wumag is registered at the district court of Düren, Germany under number HRA 224 and has a principal place of business in Düren, Germany.

57. Kelzenberg-Wumag came into existence in September 2019, eighteen months after the events giving rise to this Complaint occurred.

58. Wumag Texroll GmbH & Co. KG (“Wumag”) is a German company which, during the time period relevant hereto, manufactured and sold industrial machines.

59. Upon information and belief, Wumag designed, manufactured and/or sold the machine which is the subject of this action (the “Machine”).

60. By virtue of Wumag designing, manufacturing and/or selling the machine which is the subject of this action, directing its products into South Carolina and purposefully availing itself of the privilege of conducting business in South Carolina, Wumag is subject to personal jurisdiction in the state.

### **FACTUAL BACKGROUND**

61. On September 1, 2019, insolvency proceedings concerning the assets of Wumag Texroll GmbH & Co. KG (“Wumag”) commenced in the district court of Krefeld, Germany.

62. Prior to being insolvent, Wumag was registered at the district court of Krefeld, Germany under number HRA 3719.

63. On or around September 18, 2019, Kelzenberg-Wumag entered into an asset purchase agreement to purchase the assets of Wumag out of insolvency.

64. Pursuant to the asset purchase agreement, Kelzenberg-Wumag purchased certain assets of Wumag.

65. Ownership of the purchased assets was transferred from Wumag to Kelzenberg-Wumag on or around October 1, 2019.

66. Kelzenberg-Wumag neither purchased nor assumed any liabilities of Wumag.

67. Following the asset purchase, for marketing reasons, Kelzenberg-Wumag adopted the “Wumag Texroll GmbH & Co. KG” brand name.

### **FOR A FIRST CAUSE OF ACTION** **(Indemnity)**

68. Kelzenberg-Wumag reiterates each and every prior paragraph of this Amended Answer and Third-Party Complaint as set forth verbatim herein.

69. The Complaint of Plaintiffs Barry Lanham and Obvia Gamble-Lanham asserts claims arising out of a workplace accident alleged to have occurred on January 22, 2018 at a Bondex, Inc. plant in Trenton, South Carolina.

70. More specifically, Plaintiffs' Complaint alleges that Plaintiff Barry Lanham was injured when his left arm and hand were pulled into the Machine, resulting in severe and permanent damage to his left arm and hand.

71. Plaintiffs' claims against Kelzenberg-Wumag are all based on the allegation that Kelzenberg-Wumag designed, manufactured, sold and/or installed the Machine.

72. However, it is undisputed that Kelzenberg-Wumag did not design, manufacture, sell and/or install the Machine.

73. In fact, Kelzenberg-Wumag did not come into existence until September 2019, 18 months after the accident and alleged injuries which are the subject of this action occurred.

74. Kelzenberg-Wumag denies the substantive allegations in Plaintiffs' Complaint and has denies any and all liability to Plaintiffs.

75. As set forth above, Kelzenberg-Wumag is without fault with respect to the claims asserted by Plaintiffs.

76. To the extent that Kelzenberg-Wumag is held liable to Plaintiffs in this action, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, recklessness, gross negligence, willful, or wanton conduct of Wumag.

77. A special relationship exists between Kelzenberg-Wumag and Wumag.

78. A right of indemnity exists in favor of Kelzenberg-Wumag because it is without fault in this matter and it has been forced to defend itself and is exposed to liability due to the alleged wrongful acts, omissions, negligence, breaches, or representations of Wumag.

79. Wumag must indemnify Kelzenberg-Wumag for the amount of any judgment entered against Kelzenberg-Wumag, for any amount Kelzenberg-Wumag pays Plaintiffs in settlement of Plaintiffs' claims, and for all attorneys' fees, costs and other expenses incurred by Kelzenberg-Wumag as a result of this action.

**WHEREFORE**, Kelzenberg-Wumag prays to the Court that:

1. Plaintiffs' Complaint be dismissed with prejudice;
2. Judgment be entered in favor of Kelzenberg-Wumag;
3. Plaintiffs recover nothing from Kelzenberg-Wumag;
4. Judgment be entered in favor of Kelzenberg-Wumag on its claim for indemnity against Wumag;
5. Kelzenberg-Wumag is awarded its attorneys' fees and costs; and
6. For such other and further relief as the Court may deem just and proper.

s/ Robert C. Osborne III

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May 2, 2023  
Charleston, South Carolina