

IN THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF EDGEFIELD )  
 )  
Barry Lanham and Obvia Gamble-Lanham, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
Wumag Texroll GmbH & Co. KG f/k/a )  
Kelzenberg + Co.: GmbH & Co KG and )  
Wumag Texroll GmbH & Co. KG, )  
 )  
Defendants. )

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

**Answer to Amended Complaint**  
**(Jury Trial Requested)**

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

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

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Defendant/Third-Party Defendant Wumag Texroll GmbH & Co. KG (“**Wumag**”), for its Answer to the Amended Complaint (“**the Complaint**”) of Plaintiffs Barry Lanham and Obvia Gamble-Lanham (“**Plaintiffs**”), states and alleges the following in response to the numbered paragraphs of the Complaint. Every allegation not specifically admitted in this Answer is expressly denied.

1. Wumag is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 of the Complaint and therefore denies them.

2. Wumag is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 of the Complaint and therefore denies them.

3. With regard to the allegations in Paragraph 3 of the Complaint, Wumag admits that it is a German company that used to be in the machinery business. However, Wumag no longer operates and it is a party to a pending insolvency proceeding in Germany (which has been pending since September 2019) (“**the Insolvency**”). Wumag denies any remaining allegations in Paragraph 3 of the Complaint.

4. The allegations in Paragraph 4 of the Complaint are not addressed to Wumag and/or assert legal conclusions; thus, no response is necessary. However, to the extent a response is required, Wumag admits that Wumag Texroll GmbH & Co. KG f/k/a Kelzenberg + Co.: GmbH & Co. KG (“**Kelzenberg-Wumag**”) is a foreign corporation; that Kelzenberg-Wumag entered into an asset purchase agreement with Wumag as part of the Insolvency and subsequently adopted the “Wumag Texroll GmbH & Co. KG” brand name; and that Kelzenberg-Wumag is engaged in the machinery business. However, Wumag denies any remaining allegations in Paragraph 4 of the Complaint.

5. The allegations in Paragraph 5 of the Complaint assert a legal conclusion to which no response is necessary. However, to the extent a response is required, Wumag denies the allegations in Paragraph 5 of the Complaint and notes its objection to this Court’s personal jurisdiction over it.<sup>1</sup>

6. Wumag denies the allegations in Paragraph 6 of the Complaint.

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<sup>1</sup> Wumag previously filed a motion to dismiss Kelzenberg-Wumag’s Third-Party Complaint against it on the basis of this Court’s lack of personal jurisdiction over it.

7. With regard to the allegations in Paragraph 7 of the Complaint, Wumag admits that it sold a laminating calendar to Bondex Inc. in 2016. However, it denies any remaining allegations in Paragraph 7 of the Complaint.

8. Wumag denies the allegations in Paragraph 8 of the Complaint.

9. Wumag is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint and therefore denies them.

**FIRST CAUSE OF ACTION**  
***(Negligence)***

10. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

11. Wumag denies the allegations in Paragraph 11 of the Complaint (including its sub-paragraphs (a)-(l)).

12. Wumag denies the allegations in Paragraph 12 of the Complaint.

13. Wumag denies the allegations in Paragraph 13 of the Complaint.

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

14. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

15. Wumag denies the allegations in Paragraph 15 of the Complaint.

16. Wumag denies the allegations in Paragraph 16 of the Complaint.

17. Wumag denies the allegations in Paragraph 17 of the Complaint.

18. Wumag denies the allegations in Paragraph 18 of the Complaint.

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

19. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

20. Wumag denies the allegations in Paragraph 20 of the Complaint.

21. Wumag denies the allegations in Paragraph 21 of the Complaint.

22. Wumag denies the allegations in Paragraph 22 of the Complaint.

**FOURTH CAUSE OF ACTION**  
***(Loss of Consortium)***

23. Wumag denies the allegations in Paragraph 23 of the Complaint.

**PLAINTIFFS' PRAYER FOR RELIEF**

24. Wumag denies that Plaintiffs are entitled to any of the relief prayed for in the Complaint against it.

**FOR A FIRST AFFIRMATIVE DEFENSE:**  
***(Failure to State a Claim)***

25. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

26. The Complaint fails to state facts upon which a claim for relief may be granted against Wumag. Therefore, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, the Court should dismiss Plaintiffs' claims against Wumag.

**FOR A SECOND AFFIRMATIVE DEFENSE:**  
***(Statute of Limitations)***

27. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

28. Plaintiffs' claims against Wumag may be barred by the applicable statute of limitations.

**FOR A THIRD AFFIRMATIVE DEFENSE:**  
**(Lack of Personal Jurisdiction)**

29. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

30. This Court should dismiss the Complaint as it lacks personal jurisdiction over Wumag.

**FOR A FOURTH AFFIRMATIVE DEFENSE:**  
**(Comparative Negligence)**

31. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

32. Plaintiffs' claims may be barred in whole or in part by Plaintiffs' own comparative negligence, the acts of which may be revealed during discovery conducted in this case or at trial.

**FOR A FIFTH AFFIRMATIVE DEFENSE:**  
**(Assumption of the Risk)**

33. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

34. Plaintiffs' claims may be barred in whole or in part because Plaintiffs knowingly and voluntarily encountered risks that may be revealed during discovery and the danger of which she appreciated and understood.

**FOR A SIXTH AFFIRMATIVE DEFENSE:**  
**(Superseding Negligence / Negligence of a Third Party)**

35. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

36. Plaintiffs' claims against Wumag are barred for the reason that the alleged damages were caused by an intervening and/or superseding cause or negligence of third parties over whom Wumag had no control and with respect to whom they had no legal responsibility or liability.

**FOR A SEVENTH AFFIRMATIVE DEFENSE:**  
**(Failure to Mitigate Damages)**

37. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

38. Plaintiffs' claims may be barred or limited by a failure to mitigate the alleged damages.

**FOR AN EIGHTH AFFIRMATIVE DEFENSE:**  
**(Lack of Proximate Cause)**

39. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

40. Plaintiffs cannot establish that any alleged wrongdoing by Wumag was the proximate cause of the alleged injuries.

**FOR A NINTH AFFIRMATIVE DEFENSE:**  
**(Modification/Misuse)**

41. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

42. Plaintiffs' claims may be barred, in whole or in part, by any alteration, modification, or misuse of the machine in question by Plaintiffs or any other third parties, for which Wumag cannot be held responsible.

**FOR A TENTH AFFIRMATIVE DEFENSE:**  
**(Waiver, Laches, Estoppel, Unclean Hands)**

43. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

44. Plaintiffs' claims may be barred in whole or in part by the doctrines of waiver, laches, estoppel, and/or unclean hands.

**FOR AN ELEVENTH AFFIRMATIVE DEFENSE:**  
**(Spoliation)**

45. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

46. Plaintiffs' claims are barred by the doctrine of spoliation of evidence.

**FOR A TWELFTH AFFIRMATIVE DEFENSE:**  
**(Set Off)**

47. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

48. To the extent Plaintiffs settles and releases any third party for liability, then any alleged liability of Wumag must be reduced and/or set off by the amount stipulated in the release. See S.C. Code Ann. § 15-38-50.

**FOR A THIRTEENTH AFFIRMATIVE DEFENSE:**  
**(Punitive Damages Are Improper)**

49. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

50. Plaintiffs' claims for punitive damages are barred by the applicable provisions, including the due process clauses, in both the United States and the State of South Carolina Constitutions. Plaintiffs are not entitled to an award of exemplary or punitive damages against

Wumag, because an award of such damages in this case would be inappropriate, contrary to the purposes for which such damages may be allowed, contrary to public policy, inherently unfair and would deny Wumag its right to equal protection of law and due process of laws guaranteed by the Constitution of the United States and the South Carolina Constitution. Furthermore, Wumag did not engage in any intentional, reckless, careless, grossly negligent, wanton and willful, or any other act or omission, or as otherwise pled by Plaintiffs as to give rise to any claim of punitive damages or any other form of damages under South Carolina law. Furthermore, punitive damages are inappropriate and/or limited by the decision of the United States Supreme Court in State Farm v. Campbell, 538 U.S. 408, 123 S.Ct. 1513 (2003).

51. Additionally, an award of punitive damages under the law of South Carolina violates the Fifth, Sixth, and Fourteenth Amendments of the United States Constitution and the South Carolina Constitution in that:

- a. The judiciary's ability to correct a punitive damage award 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. Any award of punitive damages based upon the assets of Wumag 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. Any award of punitive damages may be duplicative under circumstances of this case making it violative of due-process guarantees;
- f. Even if it could be argued that the standard governing the imposition of punitive damages exists, the standard fails to give Wumag prior notice of the conduct for which punitive damages may be imposed and is void for vagueness; and
- g. Plaintiffs' claims for punitive damages violates 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 treble or punitive damages is based upon the assets of Wumag.

52. Additionally, an award of punitive damages in this case against Wumag would contravene the Commerce Clause of the United States Constitution in that such award, if imposed, would constitute an undue and unreasonable burden on interstate commerce.

**FOR A FOURTEENTH AFFIRMATIVE DEFENSE:**  
**(Limitation of Punitive Damages)**

53. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

54. To the extent that Plaintiffs are entitled to any award for punitive damages against Wumag (which Wumag stringently deny), such an award is limited by S.C. Code Ann. § 15-32-530.

**FOR A FIFTEENTH AFFIRMATIVE DEFENSE:**  
**(SC Contribution Among Tortfeasors Act)**

55. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

56. To the extent Wumag is in any way liable to Plaintiffs (which it denies), it is entitled to the rights, defenses, and limitations of damages set forth in S.C. Code Ann. 15-38-10, *et. seq.*

**FOR A SIXTEENTH AFFIRMATIVE DEFENSE:**  
**(Sophisticated User Doctrine)**

57. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

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

**FOR A SEVENTEENTH AFFIRMATIVE DEFENSE**  
**(Pending Insolvency)**

59. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

60. Wumag is a party to a pending insolvency proceeding in Germany. Thus, to the extent Plaintiffs have claims for damages against Wumag, the exclusive and proper venue for those claims is the Insolvency.

**FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE:**  
**(Reservation and Non-Waiver)**

61. Wumag incorporates by reference all of the above paragraphs as if they are set forth fully herein.

62. Wumag has not an opportunity to conduct a sufficient investigation or to engage in adequate discovery regarding the circumstances of Plaintiffs' allegations. It intends to act as best as it can to inform itself of the pertinent facts and prevailing circumstances surrounding any reported injury or damage to Plaintiffs and gives notice of its intent to assert any further affirmative defenses that its information-gathering process may indicate are supported by fact and/or law.

WHEREFORE, having answered Plaintiffs' Complaint, Wumag respectfully requests:

- a) That the Court dismiss the Complaint with prejudice;
- b) That Plaintiffs have and recover nothing from it;
- c) That the Court enter judgment in favor of Wumag as to all claims that Plaintiffs have asserted against it in the Complaint;
- d) A jury trial;
- e) That the costs of this action be taxed to Plaintiffs; and
- f) For such other and further relief as the Court deems just and proper.

This 25th day of March 2023  
Greenville, South Carolina

s/ Catherine Wrenn  
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