

9. All Defendants deny the allegations contained within Paragraph 7 and Defendant 1 asserts that the \$12,400 payment was a personal loan between the Plaintiff and her father (Robert Abraham Smalls);
10. All Defendants admit the allegations contained in Paragraph 8;
11. All Defendants deny the allegations contained in Paragraph 9 except the fact that Defendant 1 is an authorized name on the account;
12. All Defendants deny the allegations contained within Paragraph 10;
13. All Defendants deny the allegations contained in Paragraph 11;
14. All Defendants deny the allegations contained in Paragraph 12;
15. All Defendants deny the allegations contained within Paragraph 13 and Defendant 1 asserts that while he did pay off the loan on the vehicle; it was for the benefit of his father, Robert Abraham Smalls and not his own;
16. All Defendants deny the allegations contained in Paragraph 14;
17. All Defendants deny the allegations contained in Paragraph 15 and Defendant 1 asserts that he has attempted to give the Plaintiff the \$4,000 initial investment but the Plaintiff refuses to accept those monies back;
18. All Defendants admit the allegations contained within Paragraph 16; however, Defendant 1 was specifically talking about the \$12,400 loan between the Plaintiff and her father, Robert Abraham Smalls, (not the \$4000 initial investment that the Plaintiff refuses to accept back);
19. All Defendants deny the allegations contained in Paragraph 17 and Defendant 1 only stopped communication with the Plaintiff when he found out that she has been physically assaulting their parents and verbally threatening him and their siblings;
20. All Defendants deny the allegations contained in Paragraph 18;
21. All Defendants deny the allegations contained within Paragraph 19 and Defendant 1 asserts that he transferred the monies into the same account that all the vehicle payments were originally paid from. Defendant 1 further asserts that all the transfers were done for the benefit of the father, Robert Abraham Smalls (not any of the Defendants in this case).
22. All Defendants deny the allegations contained within Paragraph 20;

23. All Defendants deny the allegations contained in Paragraph 21 and Defendant 1 asserts that it was the Plaintiff who insisted that he keep everything in his name and refused her initial investment back;
24. All Defendants deny the allegations contained in Paragraph 22;
25. All Defendants deny the allegations contained within Paragraph 23 and Defendant 1 repeatedly attempted to give the Plaintiff her \$4,000 initial investment back;
26. All Defendants deny the allegations contained within Paragraph 24 and Defendant 1 asserts that the \$12,400 loan was between the Plaintiff and her father, Robert Abraham Smalls (not any of the Defendants);
27. All Defendants deny the allegations contained in Paragraph 25 except that Robert Abraham Smalls, the father, resides in Charleston and that he is receiving payments. However, the payments are coming from Defendant 2 and not Defendant 1 personally;
28. All Defendants deny the allegations contained in Paragraph 26 and all the Defendants assert that the Plaintiff was fully aware of the business activity until she got in a verbal altercation with Marilyn Washington, her sister (who also invested an initial \$4,000 investment with Defendant 2);
29. All Defendants admit the allegations contained within Paragraph 27 except that Defendant 1's actions demonstrate a pattern of taking what is not his through deception and financial mismanagement. All the Defendants assert that the payments were made to pay off a vehicle that Robert Abraham Smalls, the father, has been the sole beneficiary of the vehicle in question and has kept insurance in his name on the said vehicle;
30. All Defendants deny the allegations contained within Paragraph 28 in that the transfer was done for the benefit of all the Defendants and not Defendant 1 personally;
31. All Defendants deny the allegations contained in Paragraph 29 and all the Defendants assert that all investments and monies paid was for the benefit of Robert Abraham Smalls and not any of the Defendants;
32. All Defendants deny the allegations contained in Paragraph 30;
33. All Defendants deny the allegations contained within Paragraph 31 and all the Defendants assert that the \$12,400 loan was between the Plaintiff and Robert Abraham Smalls and not Defendant 1;

34. All Defendants deny the allegations contained within Paragraph 32 because although Robert Abraham Smalls, the father, does not have the title in his name; he is the only person utilizing the vehicle in question and has the insurance in his name and always uses the vehicle for his own benefit;
35. All Defendants deny the allegations contained in Paragraph 33;
36. All Defendants deny the allegations contained in Paragraph 34;
37. All Defendants deny the allegations contained within Paragraph 35 and all the Defendants assert that she voluntarily alienated herself by physically assaulting her parents and verbally threatening her siblings to include Defendant 1 in this matter;
38. The Defendants deny the allegations contained in Paragraphs 36;
39. The Defendants deny the allegations contained in Paragraph 37;
40. The Defendants deny the allegations contained in Paragraph 38;
41. The Defendants deny the allegations contained in Paragraph 39;
42. The Defendants deny the allegations contained in Paragraph 40;
43. The Defendants deny the allegations contained in Paragraph 41;
44. The Defendants deny the allegations contained in Paragraph 42;
45. The Defendants deny the allegations contained in Paragraph 43;
46. The Defendants deny the allegations contained in Paragraph 44;
47. The Defendants deny the allegations contained in Paragraph 45 and all the Defendants assert that the Plaintiff was fully aware that the loan was between the Plaintiff and Robert Abraham Smalls, her father and not any of the Defendants;
48. The Defendants deny the allegations contained in Paragraph 46;
49. The Defendants deny the allegations contained in Paragraph 47;
50. The Defendants deny the allegations contained in Paragraph 48;
51. The Defendants deny the allegations contained in Paragraph 49;

52. The Defendants deny the allegations contained in Paragraph 50;
53. The Defendants deny the allegations contained in Paragraph 51;
54. The Defendants deny the allegations contained in Paragraph 52;
55. The Defendants deny the allegations contained in Paragraph 53;
56. The Defendants deny the allegations contained in Paragraph 54;
57. The Defendants deny the allegations contained in Paragraph 55;
58. The Defendants deny the allegations contained in Paragraph 56;
59. The Defendants deny the allegations contained in Paragraph 57;
60. The Defendants deny the allegations contained in Paragraph 58;
61. The Defendants deny the allegations contained in Paragraph 59;
62. The Defendants deny the allegations contained in Paragraph 60;
63. The Defendants deny the allegations contained in Paragraph 61;
64. The Defendants deny the allegations contained in Paragraph 62;
65. The Defendants deny the allegations contained in Paragraph 63;
66. The Defendants deny the allegations contained in Paragraph 64;
67. The Defendants deny the allegations contained in Paragraph 65;
68. The Defendants deny the allegations contained in Paragraph 66;
69. The Defendants deny the allegations contained in Paragraph 67;
70. The Defendants deny the allegations contained in Paragraph 68;
71. The Defendants deny the allegations contained in Paragraph 69;
72. The Defendants deny the allegations contained in Paragraph 70;
73. The Defendants deny the allegations contained in Paragraph 71;
74. The Defendants deny the allegations contained in Paragraph 72;

75. The Defendants deny the allegations contained in Paragraph 73;
76. The Defendants deny the allegations contained in Paragraph 74;
77. The Defendants deny the allegations contained in Paragraph 75;
78. The Defendants admit the allegations contained in Paragraph 76 in that money has been transferred to other accounts, but it has always been for the benefit of Defendant 2 and Robert Abraham Smalls, the father and not Defendants 1 and 3;

FIRST COUNTERCLAIM (JOINDER)

79. The Defendants re-asserts each response contained in the above-mentioned Paragraphs 1 through 78 and further asserts the following:
80. That the Plaintiff, the Defendant 1, Robert Abraham Smalls (the father), and two of their siblings entered into an agreement whereby each party was to contribute a set amount of money towards establishing Defendant 2;
81. That the Plaintiff voluntarily agreed to pay Robert Abraham Smalls, the father, a sum of \$12,400 to pay off the above-mentioned van to ensure there would be no expenses associated with Defendant 2 and that all the siblings knowingly agreed to do so for Robert Abraham Smalls;
82. That the specific terms of the agreement were that the father, Robert Abraham Smalls, was to repay this amount of \$12,400 directly to the Plaintiff's son, Allen Snell, in increments of \$400 per month until the sum is paid off;
83. That the Plaintiff has failed to adhere to the terms of the agreement by bringing this cause of action against just Defendants 1, 2, and 3 but does not include Robert Abraham Smalls, the father;
84. That the Plaintiff has alleged throughout her Amended Complaint how Robert Abraham Smalls benefitted from her investment and how he allegedly conspired with the Defendants in this matter;
85. That the Defendants are informed and believe that since Robert Abraham Smalls has benefited from their investments that he should be included in this cause of action as a Defendant because he is the only one who has benefited from their \$4,000 investment as well as him personally agreeing to the \$12,400 loan with the Plaintiff;

SECOND COUNTERCLAIM (DEFAMATION)

86. The Defendants re-asserts each response contained in the above-mentioned Paragraphs 1 through 85 and further asserts the following:
87. The Defendant asserts that the Plaintiff has communicated to numerous third parties that Defendant 1 has defrauded her and embezzled monies from Defendant 2;
88. The Plaintiff knew at the time that she communicated these allegations that they were blatantly false;
89. The Defendant has attempted to communicate to the Plaintiff that she should cease and desist from communicating false statements regarding him but she has persisted to the point where she has called the Defendant's employer, Richland School District One, and continued to communicate these false allegations to Dr. Craig Witherspoon, the Superintendent of the District;
90. The Defendant is informed and believes that the false allegations have severely and adversely affected his standing with his employer as well as in the community;
91. The Defendant asserts that the Plaintiff has damage his reputation to the point that it has caused him damages to his name and other business ventures that he is currently engaged in; The Defendants re-asserts each response contained in the above-mentioned Paragraphs 1 through 85 and further asserts the following:
92. The Defendant asserts that he should be awarded and all damages applicable based on the Plaintiff's false allegations;

THIRD COUNTERCLAIM (FRIVOLOUS CAUSE OF ACTION)

93. The Defendants re-asserts each and every response contained in the above-mentioned Paragraphs 1 through 92 and further asserts the following:
94. Under South Carolina Code of Laws Section 15-36-10, parties are required to use due diligence to ensure that the filing is not frivolous;
95. That the Plaintiff knew at the time of this filing that she did not have a legitimate cause of action for breach of contract or any other cause of action against the Defendant. Specifically, the Plaintiff (through her attorney) filed their initial Complaint asserting that the \$16,400 wired monies was a personal loan between Defendant 1 and herself. Now, she is alleging that she invested those monies into a business. At the time of the

initial filing, the Plaintiff had knowledge that her initial Complaint was false;

96. That the Plaintiff had full knowledge that the monies that she loaned in this matter was for the sole benefit of Robert Abraham Smalls, and not any of the Defendants and yet she recklessly disregarded the truth in bringing this cause of action to harass all the Defendants;
97. That the Plaintiff's Complaint does not lay out any of the specific terms of the agreement because she knew that there was no actual breach of contract between her and any of the Defendants;
98. That the Plaintiff willfully and without regard for the truth has caused detrimental harm to the Defendant by affecting not only his livelihood but also caused emotional pain and trauma to his well-being;
99. That the Defendant is informed and believes that he is entitled to an award of actual and consequential damages plus, at the discretion of the jury, an award of punitive damages because of the Plaintiff's improper actions under this Act.

FOURTH COUNTERCLAIM (CORPORATE SHIELD DEFENSE)

100. That the Defendants re-asserts each response contained in the above-mentioned Paragraphs 1 through 99 and further asserts the following:
101. That Defendant 1 was always acting as an agent for Defendants 2 and 3 regarding the allegations contained in the Plaintiff's Amended Complaint;
102. That Defendant 1 acted for the benefit of Defendants 2 and 3 with all his actions;
103. That all of Defendant 1's actions were done with the approval of Defendants 2 and 3;
104. That Defendant 1 is informed and believes that he should be immune from personal liability because both Defendants 2 and 3 are lawfully organized as LLCs under South Carolina law establishing liability for the said LLCs and not individuals acting within the scope of their employment or agency relationship;
105. That Defendant 1 asserts that he should be removed as an individual Defendant in this case of action;

FIFTH COUNTERCLAIM (ATTORNEY'S FEES)

106. The Defendants re-asserts every response contained in the above-mentioned Paragraphs 1 through 105 and further asserts the following:
107. That the Defendants have had to retain a lawyer to defend them against this cause of action;
108. That the Defendants have had to absorb a financial burden in defending themselves when the Plaintiff has knowingly lied and misrepresented the material facts in this cause of action;
109. That the Defendants are informed and believe that the Plaintiff should be responsible for paying all attorney fees and court costs in this matter.

WHEREFORE, the Defendants prays for the Court to grant the following relief:

- (a) Issue an Order dismissing the Plaintiff's Amended Complaint;
- (b) Deny the Plaintiff all relief sought in this action;
- (c) Render judgment in favor of the Defendant for actual damages, punitive damages, and all applicable statutory penalties;
- (d) Award the Defendant their reasonable attorney's fees and court costs in this action;
- (e) That Robert Abraham Smalls should be included as a Defendant in this cause of action based on the Plaintiff's Amended Complaint of including him as a beneficiary in this business as well as the conspiracy allegations set forth in the said Amended Complaint; and
- (f) Grant the Defendant any such other and further relief as the court deems just and proper.

Respectfully submitted,

/s/Cheveron T. Scott

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ATTORNEY FOR DEFENDANT

Darlington, South Carolina
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