



In answering the Complaint, Electric-Rooterman Total Handyman, Inc., will construe all references in the Complaint to the other Defendants as referring to Electric-Rooterman Total Handyman, Inc. and now comes and answers the Complaint as follows:

**FIRST DEFENSE**

The paragraph numbers of this defense correspond to the paragraph numbers of the Complaint.

1. Denied for lack of knowledge sufficient to form a belief that Plaintiff is a citizen and resident of Spartanburg County, South Carolina.

2. Denied for lack of knowledge sufficient to form a belief that Plaintiff is a citizen and resident of Spartanburg County, South Carolina.

3. Admitted.

4. Admitted that Defendant in this lawsuit, Electric-Rooterman Total Handyman, Inc. f/k/a The Electric-Rooterman, Inc. and Drain Doctor-Electric Man, Inc. are South Carolina Corporations with a principal place of business in Spartanburg County, South Carolina. Defendant denies that that Electric-Rooterman Total Handyman, Inc. is doing business under the franchise name Rooter-man.

5. Denied that Rooter-Man regulated the employment of all persons employed by Rooter-Man.

6. Admitted in part and denied in part. Defendants admit the Raye Le Construction is a South Carolina Limited Liability Corporation but strictly denies that Raye Le Construction owns and manages Rooter-man along with several other franchised identities.

7. Admitted that Raye Le Properties, Inc. d/b/a Raye Le Property Management is a South Carolina Corporation and is located in the same location as Defendant Rooter-man.

8. Admitted.

9. Denied for sufficient lack of knowledge.

10. Admitted that Defendant Raymond Fletcher is the owner and operator of Rooter-man and is a resident of South Carolina, County of Spartanburg. Denied that Defendant Raymond Fletcher is the owner and operator of Defendant Raye Le Construction.

11. Denied.

12. Denied that Glenna Fletcher is the owner and operator of Raye Le Properties and is a resident of South Carolina, County of Spartanburg.

13. Denied as to Glenna Flechter having any control over Rooter-man's employees, daily operations, ability to hire and fire or ability to control scheduling and directing employee's daily assignments.

14. Denied.

15. Denied as to Jackie Knight having any control over Rooter-man's employees, daily operations, ability to hire and fire or ability to control scheduling and directing employee's daily assignments.

16. Denied as to the Defendants in this case serving as a single enterprise.

17. Denied as to the Defendants being a single and joint employer.

18. Denied.

19. Denied as to Defendants performing work on out of state jobs.

20. Neither admitted nor denied. The law speaks for itself.

21. Defendants do not have sufficient knowledge to either admit or deny the allegations.

22. Neither admitted nor denied. The law speaks for itself.

23. Admitted that venue is proper in this district.

24. Admitted that Plaintiff brings this action under 29 U.S.C. §§ 201 *et seq.* (FLSA).

25. Denied as to there being similarly situated individuals.

26. Defendant lacks sufficient knowledge to admit or deny.

27. Denied that Defendants have violated either FLSA or South Carolina Wages Act.

28. Denied as to there being similarly situated individuals.

29. Denied in all respects.

30. Admitted in part and denied in part. Plaintiffs were hired to perform plumbing, drain cleaning and simple handyman tasks. Denied that Plaintiffs were hired under the trade name Rooter-man.

31. Admitted.

32. Denied.

33. Denied.

34. Admitted in part and denied in part.

35. Admitted.

36. Admitted in part and denied in part. Plaintiffs were required to provide an accounting of their time as to each assigned job but rarely did so.

37. Denied.
38. Denied.
39. Denied.
40. Denied.
41. Neither admitted nor denied. The law speaks for itself.
42. Admitted.
43. Admitted.
44. Denied in all respects.
45. Admitted.
46. Admitted.
47. Admitted.
48. Neither admitted nor denied. The law speaks for itself.
49. Defendants restate their answers to paragraphs 1-48.
50. Denied.
51. Admitted.
52. Admitted.
53. Denied.
54. Neither admitted nor denied. The law speaks for itself.
- 55-58. Denied.
59. Defendants restate their answers to paragraphs 1-58.
60. Denied.
61. Admitted in part and Denied in part.
- 62-65. Denied.

66. Defendants restate their answers to paragraphs 1-65.

67. Admitted in Part and denied in part.

68. Admitted.

69-70. Neither Admitted nor denied. The law speaks for itself.

71-74. Denied.

### **SECOND DEFENSE**

Plaintiffs' Complaint has failed to state facts sufficient to constitute a cause of action, and has failed to state a cause action upon which relief can be granted, and therefore this action must be dismissed.

### **THIRD DEFENSE**

Answering Defendants deny that Plaintiffs are entitled to damages as stated in the complaint.

### **FOURTH DEFENSE**

Answering Defendants plead the doctrine of unclean hands as a complete bar to some or all of the Plaintiffs' claims.

### **FIFTH DEFENSE**

Answering Defendants at all times acted in good faith, on reasonable grounds and without malice or intent to harm.

### **SIXTH DEFENSE**

Answering Defendants took no adverse action against Plaintiffs.

### **SEVENTH DEFENSE**

As to Defendants, Raye Le Construction and Services LLC, Raye Le Properties, Inc. d/b/a Raye Le Property Management, Raymond Fletcher, Glenna Fletcher, and

Jackie Knight, Plaintiffs' claims should be barred because Electric-Rooterman was their employer and all actions taken with respect to Plaintiffs were taken by Electric-Rooterman, and not the other named Defendants.

**EIGHTH DEFENSE**

Plaintiffs unreasonably failed to take advantage of preventative and corrective opportunities provided by Defendants.

**NINTH DEFENSE**

The Defendant's alleged actions did not cause the Plaintiff any injuries.

**TENTH DEFENSE**

Some or all of the Plaintiffs' claims are barred because they are untimely.

**PRAYER FOR RELIEF**

**Wherefore,** Defendants pray of this Court the following recovery and relief be granted:

1. Dismissal of Plaintiffs' Complaint;
2. Defendants be awarded attorneys' fees and cost associated with this action; and
3. Such additional or different relief as this Court deems just and proper.

Respectfully submitted this the 2<sup>nd</sup> day of December, 2014, at Spartanburg, South Carolina.

/s/ O. Cyrus Hinton  
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ATTORNEY FOR DEFENDANTS

**CERTIFICATE OF SERVICE**

I hereby certify that on December 2, 2014, the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

**/s/ O. Cyrus Hinton**  
O. Cyrus Hinton