

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Ronald Rallis,

Plaintiff,

vs.

J.H. Thompson, in his official capacity
as the Chief of Police for the Greenville
City Police Department and Paula Rallis,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2022-CP-23-01612

**DEFENDANT J.H. THOMPSON AND
THE CITY OF GREENVILLE'S
ANSWER TO PLAINTIFF'S
COMPLAINT**

(JURY TRIAL REQUESTED)

These Defendants, J.H. Thompson, in his official capacity for the Greenville City Police Department, and the City of Greenville, above-named, answering the Complaint of the Plaintiff herein, would respectfully show unto this Honorable Court that:

FOR A FIRST DEFENSE

1. Upon information and belief, these Defendants admit the allegations contained in Paragraph One of the Plaintiff's Complaint.
2. As to the allegations contained in Paragraph Two of the Plaintiff's Complaint, these Defendants specifically admit that the City of Greenville is a political subdivision and/or governmental entity of the State of South Carolina, as defined by the South Carolina Tort Claims Act and is responsible for the actions of its agents and employees of the Greenville City Police Department; however, these Defendants deny the remaining allegations contained in Paragraph Two of the Plaintiff's Complaint which are in addition to or inconsistent with the above admission.
3. As to the allegations contained in Paragraph Three of the Plaintiff's Complaint, these Defendants specifically admit that any liability in this action on behalf of the

City of Greenville is governed by the South Carolina Tort Claims Act which makes it liable for any torts or omissions of its employees that in the course and scope of their employment; however, these Defendants deny the remaining allegations contained in Paragraph Three of the Plaintiff's Complaint which are in addition to or inconsistent with the above admission.

4. Upon information and belief, these Defendants admit the allegations contained in Paragraph Four of the Plaintiff's Complaint.
5. These Defendants admit the allegations contained in Paragraph Five of the Plaintiff's Complaint.
6. These Defendants deny the allegations contained in Paragraph Six of the Plaintiff's Complaint.
7. In as much as the allegations contained in Paragraph Seven of the Plaintiff's Complaint relate to jurisdiction, these Defendants neither admit nor deny same but demand strict proof thereof.
8. These Defendants admit the allegations contained in Paragraph Eight of the Plaintiff's Complaint.
9. In as much as the allegations contained in Paragraph Nine of the Plaintiff's Complaint relate to jurisdiction, these Defendants neither admit nor deny same but demand strict proof thereof.
10. Upon information and belief, these Defendants admit the allegations contained in Paragraph Ten of the Plaintiff's Complaint.
11. As to the allegations contained in Paragraph Eleven of the Plaintiff's Complaint, these Defendants admit that the Plaintiff visited Paula Rallis at a place of business

located at 629 Augusta Street; however, these Defendants lack sufficient knowledge and information to form a belief as to the remaining allegations contained in Paragraph Eleven of the Plaintiff's complaint therefore deny same.

12. As to the allegations contained in Paragraph Twelve of the Plaintiff's Complaint, these Defendants specifically admit that when Ronald Rallis arrived at the business, he locked the door behind him so that no one could enter the business and Paula Rallis could not leave; however, these Defendants lack sufficient knowledge and information to form a belief as to the remaining allegations contained in Paragraph Twelve of the Plaintiff's Complaint therefore deny same.
13. As to the allegations contained in Paragraph Thirteen of the Plaintiff's Complaint, these Defendants specifically admit that Ronald Rallis reached out and touched/grabbed Paula Rallis around her waist; further, these Defendants admit that Paula Rallis pulled away and asked Ronald to leave; however, these Defendants lack sufficient knowledge as to the remaining allegations contained in Paragraph Thirteen of the Plaintiff's Complaint therefore deny same.
14. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Fourteen of the Plaintiff's Complaint therefore deny same.
15. As to the allegations contained in Paragraph Fifteen of the Plaintiff's Complaint, these Defendants specifically admit that Paula Rallis called the Greenville City Police Department reporting her interaction with the Plaintiff; however, these Defendants deny the remaining allegations contained in Paragraph Fifteen of the Plaintiff's Complaint which are in addition to or inconsistent with the above

admissions.

16. These Defendants admit the allegations contained in Paragraph Sixteen of the Plaintiff's Complaint.
17. These Defendants admit the allegations contained in Paragraph Seventeen of the Plaintiff's Complaint.
18. As to the allegations contained in Paragraph Eighteen of the Plaintiff's Complaint, these Defendants specifically admit that Paula Rallis gave Officer Amanda Ross information regarding the incident including a written statement; however, these Defendants deny the remaining allegations contained in Paragraph Eighteen of the Plaintiff's Complaint which are in addition to or inconsistent with the above admissions.
19. Upon information and belief, these Defendants admit the allegations contained in Paragraph Nineteen of the Plaintiff's Complaint.
20. These Defendants deny the allegations contained in Paragraph Twenty of the Plaintiff's Complaint.
21. These Defendants admit the allegations contained in Paragraph Twenty-One of the Plaintiff's Complaint.
22. As to the allegations contained in Paragraph Twenty-Two of the Plaintiff's Complaint, these Defendants specifically admit that Officer Amanda Ross went to a municipal judge on or about July 22, 2021, providing him with facts and evidence obtained from her investigation into this matter as well as the surveillance video; however, these Defendants deny the remaining allegations contained in Paragraph Twenty-Two of the Plaintiff's Complaint which are in addition to or inconsistent

with the above admissions.

23. As to the allegations contained in Paragraph Twenty-Three of the Plaintiff's Complaint, these Defendants specifically admit that Officer Amanda Ross told the municipal judge that the Plaintiff grabbed Paula Rallis by the waist against her will; however, these Defendants deny the remaining allegations contained in Paragraph Twenty-Three of the Plaintiff's Complaint which are in addition to or inconsistent with the above admissions.
24. These Defendants deny the allegations contained in Paragraph Twenty-Four of the Plaintiff's Complaint.
25. These Defendants deny the allegations contained in Paragraph Twenty-Five of the Plaintiff's Complaint.
26. These Defendants deny the allegations contained in Paragraph Twenty-Six of the Plaintiff's Complaint.
27. As to the allegations contained in Paragraph Twenty-Seven of the Plaintiff's Complaint, these Defendants specifically admit that a municipal judge issued a warrant for the Plaintiff's arrest; however, these Defendants deny the remaining allegations contained in Paragraph Twenty-Seven of the Plaintiff's Complaint which are in addition to or inconsistent with the above admissions.
28. As to the allegations contained in Paragraph Twenty-Eight of the Plaintiff's Complaint, these Defendants specifically admit that an arrest warrant was issued for the Plaintiff's arrest on or about July 22, 2021, by a municipal judge in the City of Greenville; however, these Defendants deny the remaining allegations contained in Paragraph Twenty-Eight of the Plaintiff's Complaint which are in addition to or

inconsistent with the above admissions.

29. These Defendants admit the allegations contained in Paragraph Twenty-Nine of the Plaintiff's Complaint.
30. These Defendants admit the allegations contained in Paragraph Thirty of the Plaintiff's Complaint.
31. These Defendants deny the allegations contained in Paragraph Thirty-One of the Plaintiff's Complaint as stated.
32. These Defendants deny the allegations contained in Paragraph Thirty-Two of the Plaintiff's Complaint as stated.
33. These Defendants admit the allegations contained in Paragraph Thirty-Three of the Plaintiff's Complaint.
34. These Defendants admit the allegations contained in Paragraph Thirty-Four of the Plaintiff's Complaint.
35. These Defendants admit the allegations contained in Paragraph Thirty-Five of the Plaintiff's Complaint.
36. These Defendants admit the allegations contained in Paragraph Thirty-Six of the Plaintiff's Complaint.
37. These Defendants admit the allegations contained in Paragraph Thirty-Seven of the Plaintiff's Complaint.
38. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Thirty-Eight of the Plaintiff's Complaint therefore deny same.
39. As to the allegations contained in Paragraph Thirty-Nine of the Plaintiff's

Complaint, these Defendants specifically admit that the Plaintiff was released on bond in the amount of \$17,500.00, with a GPS monitor; however, these Defendants deny the remaining allegations contained in Paragraph Thirty-Nine of the Plaintiff's Complaint which are in addition to or inconsistent with the above admissions.

40. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Forty of the Plaintiff's Complaint therefore deny same.
41. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Forty-One of the Plaintiff's Complaint therefore deny same.
42. These Defendants deny the allegations contained in Paragraph Forty-Two of the Plaintiff's Complaint.
43. These Defendants deny the allegations contained in Paragraph Forty-Three of the Plaintiff's Complaint.
44. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
45. These Defendants deny the allegations contained in Paragraph Forty-Five of the Plaintiff's Complaint.
46. These Defendants deny the allegations contained in Paragraph Forty-Six of the Plaintiff's Complaint.
47. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
48. These Defendants lack sufficient knowledge and information to form a belief as to

the allegations contained in Paragraph Forty-Eight of the Plaintiff's Complaint therefore deny same.

49. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Forty-Nine of the Plaintiff's Complaint therefore deny same.

50. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Fifty of the Plaintiff's Complaint therefore deny same.

51. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Fifty-One of the Plaintiff's Complaint therefore deny same.

52. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Fifty-Two of the Plaintiff's Complaint therefore deny same.

53. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Fifty-Three of the Plaintiff's Complaint therefore deny same.

54. These Defendants lack sufficient knowledge and information to form a belief as to the allegations contained in Paragraph Fifty-Four of the Plaintiff's Complaint therefore deny same.

55. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.

56. In as much as the allegations contained in Paragraph Fifty-Six of the Plaintiff's

Complaint allege a legal duty applicable to the Co-Defendant, these Defendants neither admit nor deny same but demand strict proof thereof.

57. In as much as the allegations contained in Paragraph Fifty-Seven of the Plaintiff's Complaint allege a legal conclusions and/or duties under South Carolina law, these Defendants neither admit nor deny same but demand strict proof thereof.
58. In as much as the allegations contained in Paragraph Fifty-Eight of the Plaintiff's Complaint allege a legal conclusions and/or duties under South Carolina law, these Defendants neither admit nor deny same but demand strict proof thereof.
59. In as much as the allegations contained in Paragraph Fifty-Nine of the Plaintiff's Complaint allege a legal conclusions and/or duties under South Carolina law, these Defendants neither admit nor deny same but demand strict proof thereof.
60. These Defendants deny the allegations contained in Paragraph Sixty of the Plaintiff's Complaint.
61. These Defendants deny the allegations contained in Paragraph Sixty-One of the Plaintiff's Complaint.
62. These Defendants deny the allegations contained in Paragraph Sixty-Two of the Plaintiff's Complaint.
63. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
64. These Defendants deny the allegations contained in Paragraph Sixty-Four of the Plaintiff's Complaint.
65. These Defendants deny the allegations contained in Paragraph Sixty-Five of the Plaintiff's Complaint.

66. These Defendants deny the allegations contained in Paragraph Sixty-Six of the Plaintiff's Complaint.
67. These Defendants deny the allegations contained in Paragraph Sixty-Seven of the Plaintiff's Complaint.
68. These Defendants deny the allegations contained in Paragraph Sixty-Eight of the Plaintiff's Complaint.
69. These Defendants deny the allegations contained in Paragraph Sixty-Nine of the Plaintiff's Complaint.
70. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
71. These Defendants deny the allegations contained in Paragraph Seventy-One of the Plaintiff's Complaint.
72. These Defendants deny the allegations contained in Paragraph Seventy-Two of the Plaintiff's Complaint.
73. These Defendants deny the allegations contained in Paragraph Seventy-Three of the Plaintiff's Complaint.
74. These Defendants deny the allegations contained in Paragraph Seventy-Four of the Plaintiff's Complaint.
75. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
76. These Defendants deny the allegations contained in Paragraph Seventy-Six of the Plaintiff's Complaint.
77. These Defendants deny the allegations contained in Paragraph Seventy-Seven of

the Plaintiff's Complaint.

78. These Defendants deny the allegations contained in Paragraph Seventy-Eight of the Plaintiff's Complaint.
79. These Defendants reallege and reiterate each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
80. These Defendants deny the allegations contained in Paragraph Eighty of the Plaintiff's Complaint.
81. These Defendants deny the allegations contained in Paragraph Eight-One of the Plaintiff's Complaint.
82. These Defendants deny the allegations contained in Paragraph Eighty-Two of the Plaintiff's Complaint.
83. These Defendants deny the allegations contained in Paragraph Eighty-Three of the Plaintiff's Complaint.
84. These Defendants deny the allegations contained in Paragraph Eighty-Four of the Plaintiff's Complaint.
85. These Defendants deny the allegations contained in Paragraph Eighty-Five of the Plaintiff's Complaint.
86. These Defendants deny the allegations contained in Paragraph Eighty-Six of the Plaintiff's Complaint.

FOR A SECOND DEFENSE

87. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
88. These Defendants allege that the Complaint of the Plaintiff fails to state facts sufficient

to constitute a cause of action against them and, therefore the Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

89. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
90. These Defendants allege that if any injuries and damages were sustained by the Plaintiff, said injuries and damages were caused by the greater negligence and/or willfulness of the Plaintiff, which exceeds the negligence and/or willfulness, if any, on the part of these Defendants, without which greater negligence and/or willfulness on the part of the Plaintiff, said alleged injury or damage would not have occurred or been sustained and for that reason, the Plaintiff is totally barred from recovery.

FOR A FOURTH DEFENSE

91. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
92. Alternatively, these Defendants allege that if any injuries and damages were sustained by the Plaintiff, said injuries and damages were caused by the negligence and/or willfulness of the Plaintiff, combining, concurring, and contributing with the negligence and/or willfulness, if any, on the part of these Defendants, and for that reason the Plaintiff's recovery, if any, shall be reduced in proportion to the amount of his own negligence.

FOR A FIFTH DEFENSE

93. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
94. These Defendants allege that any personal injuries or property damages sustained by the Plaintiff, as alleged in the Complaint, were due to and caused by the sole acts of negligence, recklessness, and wantonness on the part of the Plaintiff and that the sole negligence, recklessness, and wantonness of the Plaintiff was the proximate cause of his injuries.

FOR A SIXTH DEFENSE

95. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
96. These Defendants allege that even if they were negligent or reckless in any respects which is expressly denied, and admitted solely for the purpose of this defense and no other, they are not liable to the Plaintiff for the resulting damages of the Plaintiff, if any, because of the intervening negligent, grossly negligent, reckless, willful and wanton acts of a third party, which negligent and reckless were not reasonably foreseeable and intervened and acted as a direct and proximate cause the resulting damages, if any, sustained by the Plaintiff.

FOR A SEVENTH DEFENSE

97. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
98. These Defendants assert that probable cause existed to arrest the Plaintiff under South Carolina law, therefore, Plaintiff's Complaint should be dismissed.

FOR AN EIGHTH DEFENSE

99. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
100. These Defendants assert all rights and defenses under §15-78-30 (f) & (g) of the South Carolina Code of Laws; therefore, the Plaintiff's Complaint should be dismissed.

FOR A NINTH DEFENSE

101. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
102. This Defendant asserts all rights and defenses under §15-78-60; including but not limited to subsections, 1, 2, 3, 4, 5, 17, 18, 20 and 25 of the South Carolina Code of Laws therefore the Plaintiff's Complaint should be dismissed.

FOR A TENTH DEFENSE

103. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
104. These Defendants assert all defenses and immunities pursuant to §15-78-70 and §15-78-200 of the South Carolina Code of Laws; therefore, Plaintiff's Complaint should be dismissed.

FOR AN ELEVENTH DEFENSE

105. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
106. These Defendants assert all rights and defenses under §15-78-100 of the South Carolina Code of Laws; therefore, the Plaintiff's Complaint should be dismissed.

FOR A TWELFTH DEFENSE

107. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
108. These Defendants assert all defenses and immunities pursuant to §15-78-110 of the South Carolina Code of Laws and, therefore, the Plaintiff's Complaint should be dismissed.

FOR A THIRTEENTH DEFENSE

109. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
110. These Defendants assert all rights and defenses under §15-78-120 of the South Carolina Code of Laws; including but not limited the limitation on damages and prohibition against punitive damages; therefore, the Plaintiff's Complaint should be dismissed.

FOR A FOURTEENTH DEFENSE

111. These Defendants adopt and reallege each and every allegation set forth above, and not inconsistent herewith, as if fully repeated herein.
112. These Defendants assert as an affirmative defense the Public Duty Rule under South Carolina law; therefore, the Plaintiff's Complaint should be dismissed..

WHEREFORE, these Defendants, J.H. Thompson, and the City of Greenville, above-named, having answered the Complaint of the Plaintiff herein, respectfully requests the Court to dismiss the Plaintiff's Complaint, for costs in this action, and for such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

s/Charles F. Turner, Jr.

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**ATTORNEY FOR DEFENDANT J.H.
THOMPSON AND THE CITY OF
GREENVILLE**

Greenville, South Carolina
May 23, 2022