

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CRAIG CHAPPELL, on behalf of himself  
and other similarly situated,

Plaintiff(s),

v.

Ladles Soup – James Island LLC;  
Ladlessoups, LLC; Ladles Soup At Cane  
Bay LLC; Ladles Soups at Citadel Mall  
LLP; Ladles Soups Calhoun LLC; Ladles  
Soups Cane Bay LLC; Ladles Soups  
Coosaw LLC; Ladles Soups Downtown  
Charleston, LLC; Ladlessoups Fresh Fields,  
LLC; Ladles Soups @ Freshfields Village,  
LLC; Ladlessoups Mainstreet, LLC; Ladles  
Soups Moncks Corner LLC; Ladlessoups  
Mount Pleasant, LLC; Ladles Franchise  
Development, LLC; Ladles Franchising Inc;  
Ladles Fort Mill, LLC; Ladles Knightsville  
LLC; Ladles West Ashley; Teri Owens; Sue  
Allen, Tracy Allen, Steve Traeger, Erik  
Dyke, Julie Dyke, Stan Sutton, Carol Sutton,  
Jack Dalter, Kellie Henderson; Jane Doe 1-  
25 (Unknown Operating Company and  
Management Company Owners); John Doe  
25-40 (Management Personnel),

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-00785

**ANSWER OF DEFENDANTS:  
KELLI HENDERSON, AND  
LADLES SOUPS COOSAW, LLC**

FILED  
2018 JUL 26 PM 3:21  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

**Jury Trial Demanded**

TO: Benjamin Le Clercq, Attorney for the Plaintiff(s):

NOW COMES Kelli Henderson and Ladles Soups Coosaw, LLC, (hereinafter  
“Defendants”) by and through their undersigned attorney, Paul B. Ferrara, III, answering the  
Plaintiff’s Complaint as follows:

**FOR AND AS A FIRST DEFENSE**  
**(General Denial)**

1. Defendants deny each and every allegation of the Complaint not hereinafter specifically admitted.
2. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent
3. Defendants lack sufficient information to admit the allegations contained in paragraph 1, and therefore deny the same and demand strict proof thereof.
4. Defendants lack sufficient information to admit the allegations contained in paragraph 2, and therefore deny the same and demand strict proof thereof.
5. Paragraph 3 states a legal conclusion to which no response is required. To the extent that the Defendants are required to respond to the allegations, the allegations are denied.
6. Defendants lack sufficient information to admit the allegations contained in paragraph 4 through paragraph 8, and therefore deny the same and demands strict proof thereof.
7. Defendants deny the allegations in paragraph 9.
8. Paragraph 10 states a legal conclusion to which no response is required. To the extent that the Defendants are required to respond to the allegations, the allegations are denied.
9. Defendants deny paragraph 11.
10. Defendants lack sufficient information to admit the allegations contained in paragraph 12 through paragraph 16, and therefore deny the same and demand strict proof thereof.
11. Defendants deny paragraph 17 through paragraph 18.
12. Defendants admit paragraph 19.
13. Defendants deny paragraph 20 through paragraph 22.
14. Defendants deny the allegations contained in paragraphs 23 through 30.
15. Defendants lack sufficient information to admit the allegations contained in paragraph 31 through paragraph 34, and therefore deny the same and demand strict proof thereof.
16. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
17. Paragraph 35 states a legal conclusion to which no response is required. To the extent that the Defendants are required to respond to the allegations, the allegations are denied.
18. Defendants deny the allegations contained in paragraphs 36 through 45.

19. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
20. Paragraph 46 and 47 state legal conclusions to which no response is required. To the extent that the Defendants are required to respond to the allegations, the allegations are denied.
21. Defendants deny the allegations contained in paragraphs 48 through 56.
22. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
23. Paragraph 57 states a legal conclusion to which no response is required. To the extent that the Defendants are required to respond to the allegations, the allegations are denied.
24. Defendants deny the allegations contained in paragraphs 58 through 63.
25. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
26. Paragraph 64 states a legal conclusion to which no response is required. To the extent that the Defendants are required to respond to the allegations, the allegations are denied.
27. Defendants deny the allegations contained in paragraphs 65 through 68.

**FOR AND AS SECOND DEFENSE**  
**(Failure to state a claim pursuant to SCRPC Rule 12(b)(6))**

28. The Complaint fails to state a claim for which relief can be granted and therefore should be dismissed under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.
29. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR AND AS A THIRD DEFENSE**  
**(Failure to Meet the Burdens of SCRPC Rule 23)**

30. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
31. Plaintiff's complaint and the allegations therein fail to meet the requirements of South Carolina Rules of Civil Procedure 23.

**FOR AND AS A FOURTH DEFENSE**  
**(Judgment on the Pleadings Pursuant to SCRPC Rule 12(c))**

32. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
33. Defendants are entitled to judgment on the pleadings pursuant to South Carolina Rules of Civil Procedure 12(c).

**FOR AND AS FIFTH AFFIRMATIVE DEFENSE**  
**(Failure to Join Proper Parties)**

34. Without admitting liability or that Plaintiff has suffered damages, to the extent Plaintiff has suffered damages, Plaintiff has improperly joined unnecessary defendants and should promptly amend the pleadings to reflect as such.

**FOR AND AS SIXTH AFFIRMATIVE DEFENSE**  
**(Failure to Mitigate Damages)**

35. Without admitting liability or that Plaintiff has suffered damages, to the extent Plaintiff has suffered damages, Plaintiff failed to properly and timely mitigate his damages. The Defendants plead this failure to mitigate damages as a complete bar to this action, or in the alternative, a reduction in recovery to the claims of Plaintiff.
36. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR AND AS A SEVENTH AFFIRMATIVE DEFENSE**  
**(Estoppel)**

37. By and through his conduct prior to and after bringing this lawsuit, Plaintiff should be estopped from asserting his claim against the Defendant. Therefore, the Defendants plead estoppel as a complete bar to this action.
38. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR AND AS AN EIGHTH AFFIRMATIVE DEFENSE**  
**(Unclean Hands)**

39. The Plaintiff does not have clean hands with regard to the allegations in Plaintiff's Complaint. The Defendants plead the doctrine of unclean hands as a complete bar to this action.
40. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR AND AS A NINTH AFFIRMATIVE DEFENSE**  
**(Waiver)**

41. By and through their conduct prior to and after bringing this lawsuit, Plaintiff waived his rights against Defendant. Therefore, Defendants plead the doctrine of waiver as a complete bar to this action.
42. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR AND AS A TENTH AFFIRMATIVE DEFENSE**  
**(Statute of Limitations)**

43. Defendants are informed and believe that the Plaintiff has failed to commence this action within the time as required by the applicable Statute of Limitations and that such failure to commence the action within the statutory defined time limit constitutes a bar and a complete defense to all claims against this Defendant.
44. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR A ELEVENTH AFFIRMATIVE DEFENSE**  
**(Laches)**

45. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

46. Defendants allege that Plaintiff waited an unreasonable period of time before asserting his claims, and therefore are barred from asserting such claims under the Doctrine of Laches.

**FOR A TWELFTH AFFIRMATIVE DEFENSE**  
**(Payment/Release)**

47. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
48. Plaintiff's complaint is barred by payment and/or release.

**FOR AND AS A THIRTEENTH DEFENSE**  
**(Non-waiver of Defenses, Counterclaims, or Crossclaims)**

49. Defendants reserve and do not waive any additional or further defenses, affirmative defenses, crossclaims or counterclaims as maybe revealed by additional information that maybe acquired in discovery or otherwise.
50. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

**FOR AND AS A FOURTEENTH DEFENSE**  
**(Complete Performance)**

51. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
52. Defendant, to the extent required, did appropriately, completely, and fully perform and discharged any and all obligations in legal duties, if any, arising out of the matters alleged in the complaint and the contract underlying this action.

**FOR AND AS A FIFTEENTH DEFENSE**  
**(Consent)**

53. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
54. Defendants allege that the conduct was permitted by the Plaintiff.

**FOR AND AS A SIXTEENTH DEFENSE**  
**(Rights in Property)**

55. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
56. Defendants allege that they had a right in the property.

**FOR AND AS A SEVENTEENTH DEFENSE**  
**(Abandonment)**

57. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
58. Defendants allege that Plaintiff abandoned the credit card tips.

**FOR AND AS AN EIGHTEENTH DEFENSE**  
**(Mistake)**

59. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
60. The alleged contract of Plaintiff is void based upon mistake.

**FOR AND AS A NINETEENTH DEFENSE**  
**(Gratuity)**

61. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
62. Without admitting liability or that Plaintiff has suffered damages, to the extent Plaintiff has suffered damages, Plaintiff's claim for credit card tips were in fact gratuities of the restaurant.

**FOR AND AS A TWENTIETH DEFENSE**  
**(Tip Pooling)**

63. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.

64. Without admitting liability or that Plaintiff has suffered damages, to the extent Plaintiff has suffered damages, the Fair Labor Standards Act authorized a tip pooling agreement that the employees agreed to.

**FOR AND AS A TWENTY-FIRST DEFENSE**  
**(Individualized Issues Preclude Class Certification)**

65. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
66. Defendants are entitled to the Court denying Plaintiff's request for class certification on the grounds that none of Defendant's employees have suffered damages and that precludes class certification.

**FOR AND AS A TWENTY-SECOND DEFENSE: BY WAY OF COUNTER CLAIM**  
**(South Carolina Frivolous Civil Proceedings Act)**

67. The allegations of the preceding defenses are re-alleged and incorporated by reference insofar as they are consistent.
68. The claims asserted by Plaintiff are not supported by law or fact and no reasonable attorney would believe, under the same facts, that the claims are warranted by existing law.
69. The Plaintiff intended to merely harass and injure the Defendants.
70. Therefore, the Plaintiff are barred from asserting the claims under Rule 11 of the South Carolina Rules of Civil Procedure and the South Carolina Frivolous Civil Proceedings Sanctions Act.
71. As a result, Plaintiff's claims should be dismissed with prejudice and Defendants are entitled to attorney's fees and costs of defending this action.



WHEREFORE, Defendants having fully answered the Complaint of Plaintiff and demanded a jury trial, requests this Court to:

1. Grant its Motion to Dismiss and Counterclaim;
2. Award Defendants attorney's fees and the costs of defending this action; and
3. Award Defendants such other and further relief as is just and proper.

FERRARA LAW FIRM, PLLC,

By: 

PAUL B. FERRARA, III

Attorney for Defendants: Kelli Henderson and

Ladles Soups Coosaw, LLC

2300 Otranto Road

North Charleston, SC 29406

T: 843-569-5511 / F: 843-569-5411

Email: [Paul@ferraralawfirm.net](mailto:Paul@ferraralawfirm.net)

July 25, 2018

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

CRAIG CHAPPELL, on behalf of himself and  
other similarly situated,

Plaintiff(s),

v.

Ladles Soup – James Island LLC; Ladlessoups,  
LLC; Ladles Soup At Cane Bay LLC; Ladles  
Soups at Citadel Mall LLP; Ladles Soups  
Calhoun LLC; Ladles Soups Cane Bay LLC;  
Ladles Soups Coosaw LLC; Ladles Soups  
Downtown Charleston, LLC; Ladlessoups Fresh  
Fields, LLC; Ladles Soups @ Freshfields  
Village, LLC; Ladlessoups Mainstreet, LLC;  
Ladles Soups Moncks Corner LLC; Ladlessoups  
Mount Pleasant, LLC; Ladles Franchise  
Development, LLC; Ladles Franchising Inc;  
Ladles Fort Mill, LLC; Ladles Knightsville  
LLC; Ladles West Ashley; Teri Owens; Sue  
Allen, Tracy Allen, Steve Traeger, Erik Dyke,  
Julie Dyke, Stan Sutton, Carol Sutton, Jack  
Dalter, Kellie Henderson; Jane Doe 1-25  
(Unknown Operating Company and  
Management Company Owners); John Doe 25-  
40 (Management Personnel),

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2018-CP-10-00785

**AFFIDAVIT OF SERVICE**

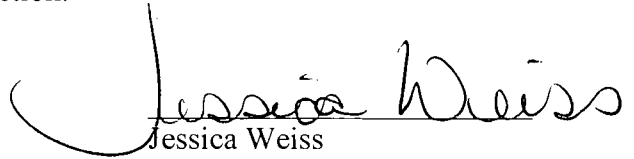
FILED  
2018 JUL 26 PM 3:21  
JULIE J ARMSTRONG  
CLERK OF COURT  
BY SB

PERSONALLY appeared before me the undersigned who, being duly sworn, on oath  
says:

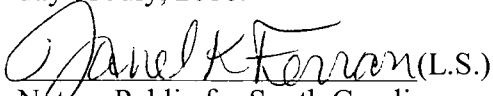
1. That she is an employee in the office of Ferrara Law Firm, attorneys for  
the defendant herein;
2. That on the 25<sup>th</sup> day of July, 2018 she did via U.S. mail give a true and  
correct copy of the foregoing Answer of Defendants Kelli Henderson and  
Ladles Soups Coosaw, LLC by mailing a copy to:

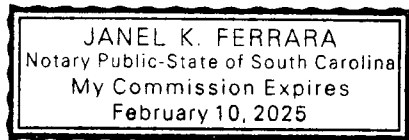
Benjamin Le Clercq  
Le Clercq Law Firm  
708 South Shelmore Blvd., #202  
Mount Pleasant, SC 29464

3. That she is not a party to this action.

  
Jessica Weiss  
Paralegal to Paul B. Ferrara, III

SWORN to before me this 25th  
day of July, 2018.

  
Janel K. Ferrara (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 2/10/2025



**FERRARA LAW FIRM, PLLC**

2300 OTRANTO ROAD  
NORTH CHARLESTON, SC 29406  
(843) 569-5511 / FAX (843) 569-5411  
[FLF@FerraraLawFirm.net](mailto:FLF@FerraraLawFirm.net)

*Paul B. Ferrara, III\**

*Janel K. Ferrara\**

*Nadia S. Baig\*\**

*\*(also Admitted in N.C.)*

*\*(also Admitted in F.L.)*

July 25, 2018

Ms. Julie J. Armstrong  
Charleston County Clerk of Court  
100 Broad Street, Suite 106  
Charleston, SC 29401

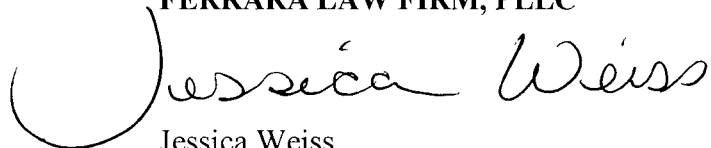
Re: Craig Chappell v. Ladles Soup – James Island LLC, et al.  
Case No.: 2018-CP-10-00785  
Our File No.: 18-558

Dear Ms. Armstrong:

Please find enclosed Answer of Defendants Kelli Henderson and Ladles Coosaw, LLC along with Affidavit of Service in the above referenced case. Please file the original and return the clocked copy in the self-addressed stamped envelope.

Thank you.

**FERRARA LAW FIRM, PLLC**

A handwritten signature in black ink that reads "Jessica Weiss". The signature is written in a cursive style with a large, looping initial "J".

Jessica Weiss  
Paralegal to Paul B. Ferrara, III

Enclosures: Answer of Defendant Ladles Coosaw, LLC  
Affidavit of Service

cc: Benjamin Le Clercq, Esq.