

NORTH CAROLINA

FILED

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
11-CVS-17779

MECKLENBURG COUNTY

OCT 18 PM 12:05

JOHN DOE,

MECKLENBURG CO. C.S.C.

Plaintiff,

vs.

ROBERT PRICE, D. BRADLEY PRICE,
and KING'S WAY BAPTIST CHURCH OF
CHARLOTTE, NORTH CAROLINA, INC.,

Defendants.

ANSWER OF D. BRADLEY PRICE
AND KING'S WAY BAPTIST CHURCH
OF CHARLOTTE, NORTH
CAROLINA, INC.

Defendants D. Bradley Price ("Bradley Price") and King's Way Baptist Church of Charlotte, North Carolina, Inc. ("KWBC"), answer plaintiff's complaint as follows. In this document, Bradley Price and KWBC are referred to collectively as "answering defendants."

FIRST DEFENSE

Plaintiff's claims and rights of action thereon are barred by the applicable statute of limitations. G.S. §1-52(5).

SECOND DEFENSE

Plaintiff's complaint fails to state a claim against answering defendants upon which relief can be granted. Rule 12(b)(6).

THIRD DEFENSE

Plaintiff's complaint fails to state a claim against Bradley Price upon which relief can be granted in that it is alleged in said complaint (and admitted in this answer) that KWBC is a corporation and that at all times relevant to the complaint, defendant Bradley Price was acting within the course and scope of his employment by KWBC. Rule 12(b)(6).

FOURTH DEFENSE

Answering defendants respond as follows to the allegations contained in the various numbered paragraphs of plaintiff's complaint:

1. Paragraph 1 of plaintiff's complaint is not a factual allegation and therefore requires no answer. To the extent an answer is deemed necessary, answering defendants deny that plaintiff has knowledge of those allegations which answering defendants have denied in the following responses. To the extent plaintiff has information and belief as to such matters, answering defendants deny the truth of such information and belief. Otherwise, the extent of plaintiff's knowledge, information, and belief is unknown to answering defendants.

2. Denied for lack of knowledge or information sufficient to form a belief as to the truth thereof, except that it is admitted that the identity of "John Doe" has been made known to answering defendants.

3. Denied.

4. Admitted.

5. Denied.

6. Admitted.

7. Denied, except that it is admitted that Bobby Price was Youth and Missions Pastor of KWBC from October, 1998, until May, 2011.

8. Denied, except that it is admitted that Bradley Price is the father of Bobby Price and Senior Pastor of KWBC.

9. Admitted.

10. Denied. Allegations concerning the motivations for plaintiff's parents to join KWBC and the motivations for plaintiff and his family to attend services and activities at KWBC are denied for lack of knowledge or information sufficient to form a belief as to the truth thereof.

11. Denied.

12. It is denied that the specific language of paragraph 12 of the complaint has been used by KWBC. It is admitted that KWBC welcomes and values that participation of children in its ministry and encourages their participation in KWBC's age-appropriate programs, as illustrated by KWBC's General Information brochure and by other written and oral statements.

13. Denied.

14. Denied. The final phrase of paragraph 14 is denied as based upon an incorrect premise. Answering defendants deny that Bobby Price abused the plaintiff.

15. Denied.

16. Admitted, subject to the qualification that Bobby Price was known as and called Bobby or Brother Bobby by everyone at KWBC.

17. Denied.

18. Denied.

19. Denied.

20. Denied for lack of knowledge or information sufficient to form a belief as to the truth thereof.

21. Denied.

22. Denied for lack of knowledge or information sufficient to form a belief as to the truth thereof.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied, except that it is admitted that on one occasion, at the specific request of plaintiff's mother, plaintiff stayed one or two nights at the residence of the Bobby Price family.

29. Denied, except that it is admitted that plaintiff went on a group mission trip to Haiti from December 26, 2004, to January 1, 2005, and that plaintiff, then 17 years of age, was the only United States of America participant in that mission trip who was under 18 years of age.

30. Denied. Allegations regarding abuse by Bobby Price are denied and it is therefore denied that plaintiff had any such abuse from which to "break free."

31. Denied.

32. Denied, except that it is admitted that Bobby Price encouraged all participants in KWBC activities to regard him as a friend.

33. Denied.

34. Denied as based upon an incorrect premise. Allegations regarding abuse by Bobby Price are denied.

35. Denied, except that it is admitted, upon information and belief, that on some date in 2011, Bobby Price placed a call to plaintiff at the specific request of plaintiff's sister. It is further admitted that as of the date of said call, Bobby Price was serving as Youth and Missions Pastor of KWBC.

36. Denied as based upon an incorrect premise. It is denied that Bobby Price ever abused the plaintiff. Allegations regarding plaintiff's withdrawal from church activities and allegations regarding plaintiff's religious beliefs are denied for lack of knowledge or information sufficient to form a belief as to the truth thereof.

37. Denied for lack of knowledge or information sufficient to form a belief as to the truth thereof, except that it is admitted, upon information and belief, that on some date in 2011, plaintiff contacted the Charlotte-Mecklenburg Police and made some claim against Bobby Price.

38. Denied, except that it is admitted that Bobby Price traveled to Nicaragua on May 23, 2011, on a mission that had been planned for a considerable period of time and which was not in any way motivated by plaintiff's report to the Charlotte-Mecklenburg Police, of which he was unaware until on or after June 6, 2011.

39. Denied.

40. Denied. In accordance with the terms of his employment with KWBC and the termination of that employment, payment by KWBC to Bobby Price was his regular salary through his May 31, 2011, termination date, and payment for accrued but unused vacation.

41. Denied, except to the extent that KWBC has made some contributions to Project 127 whose charitable projects include the mission program in Nicaragua for which Bobby Price works.

42. Denied as untrue and denied as based upon an incorrect premise. Allegations concerning misconduct of Bobby Price are denied.

43. Denied as based upon an incorrect premise. Allegations concerning the abuse of the plaintiff are denied.

44. Denied, except that it is admitted that Bradley Price, in a voicemail message to a member of the news media, stated that plaintiff is a liar who is solely motivated by financial considerations, or words to that effect.

45. Denied as untrue and denied as based upon an incorrect premise. Allegations concerning abuse by Bobby Price are denied.

46. Denied.

47. Responses of Bradley Price and KWBC to paragraphs 1 through 46 of the complaint are incorporated by reference.

48. Paragraph 48 is a conclusion of law rather than an averment of fact and therefore requires no answer. To the extent answer is required, the allegation is an incomplete and therefore inaccurate statement of North Carolina law and is therefore denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

53. Responses of Bradley Price and KWBC to paragraphs 1 through 52 of the complaint are incorporated by reference.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

59. Denied.

60. Responses of Bradley Price and KWBC to paragraphs 1 through 59 of the complaint are incorporated by reference.

61. Paragraph 61 of plaintiff's complaint is a conclusion of law rather than an averment of fact and therefore requires no answer. To the extent answer is required, the allegation is an incomplete and therefore inaccurate statement of North Carolina law and is therefore denied.

62. Paragraph 62 of plaintiff's complaint is a conclusion of law rather than an averment of fact and therefore requires no answer. To the extent answer is required, the allegation is an incomplete and therefore inaccurate statement of North Carolina law and is therefore denied.

63. Denied, except that it is admitted that answering defendants are aware of the such potential danger inherent in any situation, including churches, where adults are participating in programs which involve children.

64. Denied.

65. Denied.

66. Denied as untrue and denied as based upon an incorrect premise. Allegations of improper actions of Bobby Price are denied. It is admitted that KWBC did not terminate Bobby Price from his position as Youth and Missions Pastor and that Bobby Price's end of employment came as a result of his decision to devote himself to mission work in Nicaragua and his resignation from his position at KWBC.

67. Denied.

68. Denied.

69. Responses of Bradley Price and KWBC to paragraphs 1 through 68 of the complaint are incorporated by reference.

70. The first sentence of paragraph 70 of plaintiff's complaint is a conclusion of law rather than an averment of fact and therefore requires no answer. To the extent answer is required, the allegation is an incomplete and therefore inaccurate statement of North Carolina law and is therefore denied. The second sentence of paragraph 70 is denied. Plaintiff was never a member of KWBC. It is specifically denied that there was ever a fiduciary relationship between plaintiff and defendants.

71. Denied.

72. Denied for lack of knowledge or information sufficient to form a belief as to the truth thereof. It is denied that there was a fiduciary relationship between plaintiff and defendants or between plaintiff's parents and defendants.

73. Denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

79. Denied.

80. Denied.

81. Paragraph 81 of plaintiff's complaint is a conclusion of law rather than an averment of fact and therefore requires no answer. To the extent answer is required, the allegation is an incomplete and therefore inaccurate statement of North Carolina law and is therefore denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied. It is denied that there was a fiduciary relationship between plaintiff and defendants or between plaintiff's parents and defendants.

87. Denied. It is denied that there was a fiduciary relationship between plaintiff and defendants or between plaintiff's parents and defendants.

88. Responses of Bradley Price and KWBC to paragraphs 1 through 87 of the complaint are incorporated by reference.

89. Denied for lack of knowledge or information sufficient to form a belief as to the truth thereof.

90. Denied.

91. Denied.

92. Denied.

93. Denied as untrue and as based upon an incorrect premise.

94. Denied.

95. Denied.

96. Denied.

97. Denied.

FIFTH DEFENSE

As an alternative and further answer and defense to plaintiff's claim for punitive damages, answering defendants allege that they did not participate in any conduct constituting the aggravating factors giving rise to any claim for punitive damages or condone any such conduct. G.S. §1D-15(c).

WHEREFORE, Bradley Price and KWBC pray for the following relief:

1. This action be dismissed or judgment granted to answering defendants due to the fact that all claims and rights of actions thereon are barred by the applicable statute of limitations and that the complaint fails to state a claim against answering defendants upon which relief can be granted.

2. Plaintiff have and recover nothing of the defendants by this action.

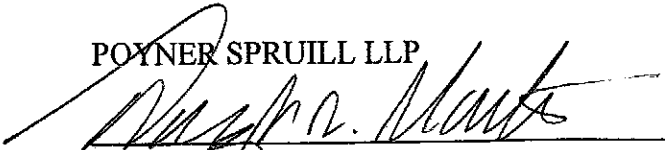
3. All costs be taxed to the plaintiff including reasonable attorneys' fee resulting from defense against plaintiff's punitive damages claim should the court find that plaintiff knew or should have known that said claim was frivolous or malicious. G.S. §1D-45.

4. All issues of fact be tried by a jury.

5. Answering defendants have such other and further relief as is just and proper.

This the 18th day of October, 2011.

POYNER SPRUILL LLP


Douglas M. Martin

N.C. State Bar No. 6281

301 South College Street, Suite 2300

Charlotte, NC 28202-6041

Telephone: 704.342.5250

Facsimile: 704.342.5264

Email: dmartin@poynerspruill.com

Steven A. Rowe

N.C. State Bar No. 16031

130 S. Franklin Street,

Rocky Mount, NC 27804

Telephone: 252-446-2341

Facsimile: 252-972-7045

Email: srowe@poynerspruill.com

ATTORNEYS FOR D. BRADLEY PRICE
and KING'S WAY BAPTIST CHURCH OF
CHARLOTTE, NORTH CAROLINA, INC.

CERTIFICATE OF SERVICE

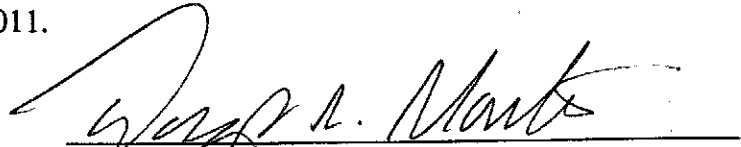
The undersigned attorney hereby certifies that the foregoing document was served this date by mailing a copy thereof, first class mail, postage prepaid, to the following:

Seth H. Langson
KARRO, SELLERS & LANGSON
428 E. Fourth Street, Suite 101
Charlotte, NC 28202

Leto Copeley
COPELEY JOHNSON & GRONINGER, PLLC
100 Europa Drive, Suite 250
Chapel Hill, NC 27517

ATTORNEYS FOR PLAINTIFF

This the 18TH day of October, 2011.



Douglas M. Martin