

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA**

**C.S.B a minor, by and through her
Natural Guardians,**

CASE NO.: 2020-CA-001354

Plaintiff(s),

v.

**E.C.E.L, a Minor, JASON B. LANE,
and SKYWAY COMMUNITY
CHAPEL, INC.,**

Defendant(s).

ANSWER AND AFFIRMATIVE DEFENSES

COME NOW, Defendant, Jason B. Lane, by and through undersigned counsel, hereby answers the Plaintiff's Complaint, and states as follows:

1. Defendant admits the allegations set forth in Paragraph 1 of the Complaint for jurisdictional purposes only.

2. Defendant is without knowledge as to the allegations set forth in Paragraph 2 of the Complaint and therefore denies same and demands strict proof.

3. Defendant admits the allegations set forth in Paragraph 3 of the Complaint.

4. Defendant admits the allegations set forth in Paragraph 4 of the Complaint.

5. Defendant admits the allegations set forth in Paragraph 5 of the Complaint.

6. Defendant admits that Jason B. Lane is a Pastor at Skyway Community Chapel, Inc. as set out in Paragraph 6 of the Complaint.

7. Defendant admits that the Venue is proper for Manatee County, Florida but denies the remainder allegations set forth in Paragraph 7 of the Complaint.

8. Defendant denies the allegations set forth in Paragraph 8 of the Complaint.

ALLEGATIONS COMMON TO ALL COUNTS

9. Defendant admits the allegations set forth in Paragraph 9 of the Complaint.
10. Defendant admits the allegations set forth in Paragraph 10 of the Complaint.
11. Defendant is without knowledge as to the allegations set forth in Paragraph 11 of the Complaint and therefore denies same and demands strict proof.
12. Defendant is without knowledge as to the allegations set forth in Paragraph 12 of the Complaint and therefore denies same and demands strict proof.
13. Defendant is without knowledge as to the allegations set forth in Paragraph 13 of the Complaint and therefore denies same and demands strict proof.
14. Defendant is without knowledge as to the allegations set forth in Paragraph 14 of the Complaint and therefore denies same and demands strict proof.
15. Defendant is without knowledge as to the allegations set forth in Paragraph 15 of the Complaint and therefore denies same and demands strict proof.
16. Defendant is without knowledge as to the allegations set forth in Paragraph 16 of the Complaint and therefore denies same and demands strict proof.
17. Defendant is without knowledge as to the allegations set forth in Paragraph 17 of the Complaint and therefore denies same and demands strict proof.
18. Defendant is without knowledge as to the allegations set forth in Paragraph 18 of the Complaint and therefore denies same and demands strict proof.
19. Defendant is without knowledge as to the allegations set forth in Paragraph 19 of the Complaint and therefore denies same and demands strict proof.
20. Defendant is without knowledge as to the allegations set forth in Paragraph 20 of the Complaint and therefore denies same and demands strict proof.

21. Defendant is without knowledge as to the allegations set forth in Paragraph 21 of the Complaint and therefore denies same and demands strict proof.

22. Defendant is without knowledge as to the allegations set forth in Paragraph 22 of the Complaint and therefore denies same and demands strict proof.

23. Defendant is without knowledge as to the allegations set forth in Paragraph 23 of the Complaint and therefore denies same and demands strict proof.

24. Defendant is without knowledge as to the allegations set forth in Paragraph 24 of the Complaint and therefore denies same and demands strict proof.

25. Defendant is without knowledge as to the allegations set forth in Paragraph 25 of the Complaint and therefore denies same and demands strict proof.

26. Defendant is without knowledge as to the allegations set forth in Paragraph 26 of the Complaint and therefore denies same and demands strict proof.

27. Defendant is without knowledge as to the allegations set forth in Paragraph 27 of the Complaint and therefore denies same and demands strict proof.

28. Defendant denies the allegations set forth in paragraph 28 of the Complaint as phrased.

29. Defendant denies the allegations set forth in paragraph 29 of the Complaint.

30. Defendant denies the allegations set forth in paragraph 30 of the Complaint.

31. Defendant is without knowledge as to the allegations set forth in Paragraph 31 of the Complaint and therefore denies same and demands strict proof.

32. Defendant denies the allegations set for in paragraph 32 of the Complaint as phrased.

33. Defendant is without knowledge as to the allegations set forth in Paragraph 33 of the Complaint and therefore denies same and demands strict proof.

34. Defendant denies the allegations set for in paragraph 34 of the Complaint as phrased.

35. Defendant denies the allegations set forth in paragraph 35 of the Complaint.

36. Defendant denies the allegations set forth in paragraph 36 of the Complaint.

37. Defendant denies the allegations set forth in paragraph 27 of the Complaint.

38. Defendant denies the allegations set forth in paragraph 38 of the Complaint.

39. Defendant denies the allegations set forth in paragraph 39 of the Complaint.

40. Defendant denies the allegations set forth in paragraph 40 of the Complaint.

41. Defendant denies the allegations set forth in paragraph 41 of the Complaint.

42. Defendant denies the allegations set forth in paragraph 42 of the Complaint.

43. Defendant is without knowledge as to the allegations set forth in Paragraph 43 of the Complaint and therefore denies same and demands strict proof.

44. Defendant is without knowledge as to the allegations set forth in Paragraph 44 of the Complaint and therefore denies same and demands strict proof.

45. Defendant denies the allegations set forth in paragraph 45 of the Complaint.

46. Defendant denies the allegations set forth in paragraph 46 of the Complaint.

IMPACT ON C.S.B.

47. Defendant is without knowledge as to the allegations set forth in Paragraph 47 of the Complaint and therefore denies same and demands strict proof.

48. Defendant is without knowledge as to the allegations set forth in Paragraph 48 of the Complaint and therefore denies same and demands strict proof.

49. Defendant is without knowledge as to the allegations set forth in Paragraph 49 of the Complaint and therefore denies same and demands strict proof.

COUNT 1-Monetary and Injunctive Relief Fla. Stat. 784.049(5)

50. Defendant reasserts its response to Paragraphs 1-49.

51-57. Defendant states that the allegations in Count I of the Complaint inclusive of paragraphs 51-57 are not directed to this Defendant. To the extent that the allegations attempt to assert a count, or cause of action, as to this Defendant same are denied in whole.

COUNT II-Tort of Outrage

58. Defendant reasserts its response to Paragraphs 1-49.

59-65. Defendant states that the allegations in Count I of the Complaint inclusive of paragraphs 59-65 are not directed to this Defendant. To the extent that the allegations attempt to assert a count as to this Defendant, same are denied in whole.

COUNT III-Negligent Infliction of Emotional Distress

66. Defendants reasserts its response to Paragraphs 1-49.

67-69. Defendant states that the allegations in Count I of the Complaint inclusive of paragraphs 67-69 are not directed to this Defendant. To the extent that the allegations attempt to assert a count, or cause of action, as to this Defendant same are denied in whole.

COUNT IV-Defamation

70. Defendant reasserts its response to Paragraph 1-49.

71-75. Defendant states that the allegations in Count I of the Complaint inclusive of paragraphs 71-75 are not directed to this Defendant. To the extent that the allegations attempt to assert a count, or cause of action, as to this Defendant same are denied in whole.

COUNT V-Negligence

76. Defendant denies the allegations set forth in paragraph 76 of the Complaint.

77. Defendant reasserts its response to Paragraph 1-49 the remainder of the allegations set forth in paragraph 77 of the Complaint are denied.

78. Defendant denies the allegations set forth in paragraph 78 of the Complaint.

79. Defendant denies the allegations set forth in paragraph 79 of the Complaint.

80. Defendant denies the allegations set forth in paragraph 80 of the Complaint.

81. Defendant denies the allegations set forth in paragraph 81 of the Complaint.

82. Defendant denies the allegations set forth in paragraph 82 of the Complaint.

COUNT VI-Negligent Entrustment

83-87. Defendant states that the allegations in Count I of the Complaint inclusive of paragraphs 83-87 are not directed to this Defendant. To the extent that the allegations attempt to assert a count, or cause of action, as to this Defendant same are denied in whole.

AFFIRMATIVE DEFENSES

1. Plaintiff was guilty of negligence, which was the legal cause of or contributed to the incident complained of; and to the extent of such negligence, Plaintiff is barred and estopped from any recovery in this cause or, in the alternative, any recovery had must be reduced in accordance with the principles of comparative negligence.

2. Defendant was not guilty of any negligence, and the alleged incident occurred through the negligent acts and/or omissions of others. To the extent any apportionment of liability or damages is necessary, however, Defendant affirmatively alleges the provisions of Fla. Stat. § 768.81 and interpreting case law.

3. Defendant states that this incident occurred due to the fault or negligence of a nonparty. *Nash v. Wells Fargo Guard Servs., Inc.*, 678 So.2d 1262 (Fla. 1996); *Fabre v. Marin*, 623 So.2d 1182 (Fla. 1993). Defendant reserves the right to amend or specifically name or identify any additional potential *Fabre* defendants.

4. The injuries and damages complained of by Plaintiff, if any, were not foreseeable by Defendant.

5. Plaintiff's recovery, if any, must be diminished by the total amount of all benefits paid or payable to Plaintiff from collateral sources.

6. Defendant states that the medical bills Plaintiff allegedly incurred as a result of the subject incident have been paid either in whole or in part by health insurance, Medicaid, Medicare and/or other insurers or has otherwise received the benefit of contractual discounts or write-offs directly from providers such that Plaintiff's past medical expenses have been partially or wholly satisfied. To the extent that Plaintiff does not directly owe any past medical expenses, Defendant is not liable for those medical expenses pursuant to *Goble v. Frohman*.

7. Plaintiff's recovery, if any, is limited or barred to the extent Plaintiff failed or fails to mitigate damages.

8. Plaintiff is not entitled to recover damages for any alleged injuries, diseases, or conditions that pre-existed or are unrelated to the alleged incident.

9. To the extent Plaintiff is entitled to free and/or low cost medical care and services, Defendant is entitled to set off the value of said medical care and services in the event any liability is determined against Defendant.

10. Defendant is only responsible for its pro-rata share of liability, if any.

11. Defendant reserves the right to assert additional affirmative defenses during the course of this lawsuit, as discovery is ongoing.

WHEREFORE, Defendant respectfully prays for judgment in its favor, costs of this action and such other relief, as the Court deems appropriate under the circumstances. Defendant demands a trial by jury on all issues so triable as a matter of right.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail on May 19, 2020, to: David S. Oliver, Esq. Gray-Robinson, P.A. 301 E. Pine St. 14th Floor Orlando, FL 32801. David.oliver@gray-robinson.com; donna.flynn@gray-robinson.com.

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