

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

VINCENT N. MICONE, III, ACTING)	
SECRETARY OF LABOR, U.S.)	
DEPARTMENT OF LABOR,)	
)	
Plaintiff-Counterclaim Defendant,)	Civil No.: 3:24-cv-01512 (CVR)
)	
v.)	
)	
SUFFOLK ADMINISTRATIVE SERVICES,)	
LLC; PROVIDENCE INSURANCE CO.,)	
I.I.; ALEXANDER RENFRO; WILLIAM)	
BRYAN; ARJAN ZIEGER,)	
)	
Defendants-Counterclaim Plaintiffs.)	

ORIGINAL ANSWER OF DEFENDANTS
WILLIAM BRYAN AND ARJAN ZIEGER

TO THE HONORABLE COURT:

Defendants William Bryan (“Bryan”) and Arjan Zieger (“Zieger”) (collectively “Defendants”) file this Original Answer to the *Complaint* (Doc. 1), filed by Plaintiff Vince Micone, Acting Secretary of Labor, and U.S. Department of Labor (“Plaintiff”) ¹, and assert their affirmative defenses herein. To the extent any allegations in the Complaint that are directed against them are not directly responded to below, they are denied. The headings and subheadings of the Complaint do not constitute allegations pled against the Defendants, but to the extent they may be so construed, such allegations are denied, whether or not directly addressed below. Defendants specifically and expressly denies that Plaintiff is entitled to any of the relief set forth in the Prayer for Relief. Furthermore, Defendants assert the Counterclaims set forth in the separate *Original*

¹ Pursuant to Rule 25(d) of the Federal Rules of Civil Procedure, Acting Secretary of Labor Vincent N. Micone, III is automatically substituted as Plaintiff in this action.

Counterclaim for Declaratory and Injunctive Relief filed on behalf of, and jointly by, all Defendants contemporaneously herewith.

ALLEGATIONS OF COMPLAINT

In response to the allegations in the numbered paragraphs of the Complaint, Defendants plead as follows:

INTRODUCTION

1. Defendants deny the allegations in Paragraph 1 of the *Complaint*, including those in the first, second and last sentences of Footnote 1.

2. Defendants deny the allegations in Paragraph 2 of the *Complaint*.

3. Defendants deny the allegations in Paragraph 3 of the *Complaint*.

4. Defendants deny the allegations in Paragraph 4 of the *Complaint*.

5. Defendants deny the allegations in Paragraph 5 of the *Complaint*.

6. Defendants deny the allegations in Paragraph 6 of the *Complaint*.

7. Defendants deny the allegations in Paragraph 7 of the *Complaint*.

JURISDICTION AND VENUE

8. As to Paragraph 8 of the *Complaint*, Defendants admit this action is ostensibly brought under ERISA, but denies this action entails any viable violations of ERISA.

9. As to Paragraph 9 of the *Complaint*, the allegations set forth therein constitute conclusions of law to which no response is required. To the extent any of the remaining allegations are factual allegations, they are denied.

10. As to Paragraph 10 of the *Complaint*, the allegations set forth therein constitute conclusions of law to which no response is required. To the extent any of the remaining allegations are factual allegations, Defendants admit Defendants Suffolk Administrative Services, LLC

(“SAS”) and Providence Insurance Co., I.I. (“PIC”) are headquartered in Puerto Rico, but deny the remaining allegations of the Paragraph.

PARTIES

11. As to Paragraph 11 of the *Complaint*, the allegations set forth therein constitute conclusions of law to which no response is required. To the extent any of the remaining allegations are factual allegations, they are denied.

12. As to Paragraph 12 of the *Complaint*, Defendants admit SAS is a limited liability company headquartered in Puerto Rico, SAS provides vendor services to multiple employee welfare plans, and that Defendants are representatives of SAS, but otherwise deny the allegations of the Paragraph.

13. As to Paragraph 13 of the *Complaint*, the allegations set forth therein constitute conclusions of law to which no response is required. To the extent any of the remaining allegations are factual allegations, they are denied.

14. As to Paragraph 12 of the *Complaint*, Defendants admit PIC is an insurance company incorporated in Puerto Rico and that Defendants are representatives of PIC but otherwise deny the allegations of the Paragraph.

15. As to Paragraph 15 of the *Complaint*, Defendants admit Alexander Renfro was previously a representative of SAS and PIC and admit the allegations in the first two sentences of Footnote 2, but the remaining allegations of Footnote 2 constitute conclusions of law to which no response is required. Defendant otherwise deny the remaining allegations of the Paragraph.

16. Defendants deny the allegations in Paragraph 16 of the *Complaint*.

17. As to Paragraph 17 of the *Complaint*, Defendants admit Bryan is a representative of SAS and PIC but otherwise the remaining allegations of the Paragraph.

18. Defendants deny the allegations in Paragraph 18 of the *Complaint*.

19. As to Paragraph 19 of the *Complaint*, Defendants admit Zieger is a representative of SAS and PIC but otherwise the remaining allegations of the Paragraph.

20. Defendants deny the allegations in Paragraph 20 of the *Complaint*.

GENERAL ALLEGATIONS

21. Defendants deny the allegations in Paragraph 21 of the *Complaint*.

22. Defendants deny the allegations in Paragraph 22 of the *Complaint*.

23. As to Paragraph 23 of the *Complaint*, Defendants admit SAS independently provides vendor services to employee welfare plans which include the preparation of plan documents but otherwise deny the remaining allegations in the Paragraph, including the allegations in Footnote 3.

24. As to Paragraph 24 of the *Complaint*, Defendants admit SAS independently provides vendor services to employee welfare plans which include the preparation of plan documents, such as Summary Plan Descriptions, and that all documents speak for themselves, but otherwise deny the remaining allegations in the Paragraph.

25. As to Paragraph 25 of the *Complaint*, Defendants admit SAS independently provides vendor services to self-insured employee welfare plans, and that all documents speak for themselves but otherwise deny the remaining allegations in the Paragraph.

26. Defendants deny the allegations in Paragraph 26 of the *Complaint*.

27. Defendants deny the allegations in Paragraph 27 of the *Complaint*.

28. As to Paragraph 28 of the *Complaint*, the allegations set forth therein constitute conclusions of law to which no response is required. To the extent any of the remaining allegations are factual allegations, they are denied.

29. As to Paragraph 29 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those documents. Further, Defendants admit that SAS provides vendor services to employee welfare plans which include administrative services but otherwise deny the remaining allegations in the Paragraph.

30. Defendants deny the allegations in Paragraph 30 of the *Complaint*.

31. Defendants deny the allegations in Paragraph 31 of the *Complaint*.

32. Defendants deny the allegations in Paragraph 32 of the *Complaint*.

33. Defendants deny the allegations in Paragraph 33 of the *Complaint*, including the allegations in Footnote 4.

34. Defendants deny the allegations in Paragraph 34 of the *Complaint*.

35. Defendants deny the allegations in Paragraph 35 of the *Complaint*.

36. As to Paragraph 36 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those documents. Further, Defendants deny the remaining allegations in Paragraph 36 of the *Complaint*.

37. Defendants deny the allegations in Paragraph 37 of the *Complaint*.

38. Defendants deny the allegations in Paragraph 38 of the *Complaint*.

39. Defendants deny the allegations in Paragraph 39 of the *Complaint*.

40. Defendants deny the allegations in Paragraph 40 of the *Complaint*.

41. Defendants deny the allegations in Paragraph 41 of the *Complaint*.

42. Defendants deny the allegations in Paragraph 42 of the *Complaint*.

43. Defendants deny the allegations in Paragraph 43 of the *Complaint*.

44. Defendants deny the allegations in Paragraph 44 of the *Complaint*.

45. As to Paragraph 45 of the *Complaint*, the allegations set forth therein constitute conclusions of law to which no response is required. To the extent any of the remaining allegations are factual allegations, they are denied.

46. Defendants deny the allegations in Paragraph 46 of the *Complaint*.

47. Defendants deny the allegations in Paragraph 47 of the *Complaint*.

48. As to Paragraph 48 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those documents. To the extent further responses is required, Defendants deny the remaining allegations in Paragraph 48 of the *Complaint*.

49. As to Paragraph 49 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those documents. To the extent further responses is required, Defendants deny the remaining allegations in Paragraph 49 of the *Complaint*.

50. As to Paragraph 50 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those documents. To the extent further responses is required, Defendants deny the allegations in Paragraph 50 of the *Complaint*.

51. As to Paragraph 51 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those documents. To the extent further responses is required, Defendants deny the remaining allegations in Paragraph 51 of the *Complaint*.

52. As to Paragraph 52 of the *Complaint*, the documents referred to as ASAs speak for themselves and Defendants deny any allegations that differ from the express terms of those

documents. To the extent further responses is required, Defendants deny the allegations in Paragraph 52 of the *Complaint*.

53. Defendants deny the allegations in Paragraph 53 of the *Complaint*.

54. Defendants deny the allegations in Paragraph 54 of the *Complaint*.

55. Defendants deny the allegations in Paragraph 55 of the *Complaint*.

56. Defendants deny the allegations in Paragraph 56 of the *Complaint*.

57. As to Paragraph 57 of the *Complaint*, Defendants admit that PIC used bank accounts in Banco Popular in Puerto Rico, but Defendants state that they are without sufficient information to enable them to admit or deny the remaining allegations in Paragraph 57 of the *Complaint*, and thus deny them.

58. Defendants deny the allegations in Paragraph 58 of the *Complaint*.

59. Defendants deny the allegations in Paragraph 59 of the *Complaint*.

60. Defendants deny the allegations in Paragraph 60 of the *Complaint*.

61. Defendants deny the allegations in Paragraph 61 of the *Complaint*.

62. Defendants deny the allegations in Paragraph 62 of the *Complaint*.

63. Defendants deny the allegations in Paragraph 63 of the *Complaint*.

COUNT ONE

64. Defendants incorporate their responses to Paragraphs 1-63 of the *Original Complaint*.

65. Defendants deny the allegations in Paragraph 65 of the *Complaint*.

66. Defendants deny the allegations in Paragraph 66 of the *Complaint*.

67. Defendants deny the allegations in Paragraph 67 of the *Complaint*.

68. Defendants deny the allegations in Paragraph 68 of the *Complaint*.

69. Defendants deny the allegations in Paragraph 69 of the *Complaint*.

COUNT TWO

70. Defendants incorporate their responses to Paragraphs 1-69 of the *Original Complaint*.

71. Defendants deny the allegations in Paragraph 71 of the *Complaint*.

72. Defendants deny the allegations in Paragraph 72 of the *Complaint*.

73. Defendants deny the allegations in Paragraph 73 of the *Complaint*.

74. Defendants deny the allegations in Paragraph 74 of the *Complaint*.

COUNT THREE

75. Defendants incorporate their responses to Paragraphs 1-74 of the *Original Complaint*.

76. Defendants deny the allegations in Paragraph 76 of the *Complaint*.

77. Defendants deny the allegations in Paragraph 77 of the *Complaint*.

78. Defendants deny the allegations in Paragraph 78 of the *Complaint*.

79. Defendants deny the allegations in Paragraph 79 of the *Complaint*.

COUNT FOUR

80. Defendants incorporate their responses to Paragraphs 1-79 of the *Original Complaint*.

81. Defendants deny the allegations in Paragraph 81 of the *Complaint*.

82. Defendants deny the allegations in Paragraph 82 of the *Complaint*.

83. Defendants deny the allegations in Paragraph 83 of the *Complaint*.

84. Defendants deny the allegations in Paragraph 84 of the *Complaint*.

85. Defendants deny the allegations in Paragraph 85 of the *Complaint*.

COUNT FIVE

86. Defendants incorporate their responses to Paragraphs 1-85 of the *Original Complaint*.

87. As to Paragraph 87 of the *Complaint*, Defendants admit SAS has never filed a Form M-1 but denies the filing of such form was ever legally required.

PRAYER FOR RELIEF

88. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 88 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 88 of the *Complaint*.

89. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 89 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 89 of the *Complaint*.

90. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 90 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 90 of the *Complaint*.

91. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 91 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 91 of the *Complaint*.

92. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 92 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 92 of the *Complaint*.

93. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 93 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 93 of the *Complaint*.

94. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 94 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 94 of the *Complaint*.

95. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 95 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 95 of the *Complaint*.

96. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 96 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 96 of the *Complaint*.

97. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 97 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 97 of the *Complaint*.

98. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 98 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 98 of the *Complaint*.

99. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 99 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 99 of the *Complaint*.

100. Defendants deny Plaintiff's entitlement to any of the relief described in Paragraph 100 of the *Complaint*. Defendants further deny any and all allegations in Paragraph 100 of the *Complaint*.

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations to the extent not covered by applicable tolling agreements between Plaintiff and Defendants.

2. As set forth in Defendants' *Counterclaim for Declaratory and Injunctive Relief*, which is being filed contemporaneously herewith, Plaintiff's claims are barred to the extent they frustrate rather than further the Congressional intent behind ERISA.

3. As set forth in Defendants' *Counterclaim for Declaratory and Injunctive Relief*, which is being filed contemporaneously herewith, in filing and prosecuting this action Plaintiff's action has been, and is, "arbitrary, capricious, an abuse of discretion, [and] not in accordance with law", in contravention of the Administrative Procedure Act ("APA"), 5 U.S.C. § 706(2)(A).

4. As set forth in Defendants' *Counterclaim for Declaratory and Injunctive Relief*, which is being filed contemporaneously herewith, in filing and prosecuting this action Plaintiff's action has been, and is, "contrary to constitutional right, power, privilege, or immunity", in contravention of the APA, 5 U.S.C. § 706(2)(B).

5. As set forth in Defendants' *Counterclaim for Declaratory and Injunctive Relief*, which is being filed contemporaneously herewith, in filing and prosecuting this action Plaintiff's action has been, and is, "in excess of [its] statutory jurisdiction, authority, or limitations, or short of statutory right", in contravention of the APA, 5 U.S.C. § 706(2)(C).

6. As set forth in Defendants' *Counterclaim for Declaratory and Injunctive Relief*, which is being filed contemporaneously herewith, in filing and prosecuting this action Plaintiff's action has been and, is "without observance of procedure required by law", in contravention of the APA, 5 U.S.C. § 706(2)(D).

7. To the extent Plaintiff seeks equitable relief under ERISA, such remedies are barred by the doctrines of unclean hands, laches, estoppel, and waiver.

CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendants requests a judgment that Plaintiff take nothing on his claims and awarding Defendants all other relief, both in law and in equity, to which Defendants may be entitled.

WE HEREBY CERTIFY that on this date, we electronically filed the foregoing with the Clerk of the Court using CM/ECF system, which will send notification of such filing to all attorneys of record.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 18th day of February 2025.

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