

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

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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.	)	

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**ORIGINAL ANSWER OF DEFENDANTS**  
**SUFFOLK ADMINISTRATIVE SERVICES, LLC AND PROVIDENCE**  
**INSURANCE CO., I.I.;**

**TO THE HONORABLE COURT:**

Defendants Suffolk Administrative Services, LLC (“SAS”) and Providence Insurance Co., I.I. (“PIC”)(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”) and assert their affirmative defenses herein. To the extent any allegations in the Complaint that 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 deny 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 Counterclaim pleading filed on behalf of, and jointly by, all Defendants.

Defendants answer the allegations set forth in the numbered paragraphs of the Complaint 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 deny 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, Defendants deny such allegations.

10. As to Paragraph 10 of the Complaint, the allegations in the first sentence 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. As to the second sentence of Paragraph 10 of the Complaint, Defendants deny the allegations.

**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, Defendants deny such allegations.

12. As to Paragraph 12 of the Complaint, Defendants admit SAS is a limited liability company registered in Puerto Rico, SAS provides vendor services to multiple employee welfare plans, and that Mr. Renfro, Mr. Bryan, and Mr. Zeiger are representatives of SAS, but deny the remaining 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, Defendants deny such allegations.

14. As to Paragraph 14 of the Complaint, Defendants admit PIC is an insurance company incorporated in Puerto Rico, that it is owned by Suffolk Holdings, LLC, and that Mr. Renfro, Mr. Bryan, and Mr. Zeiger are representatives of PIC, but otherwise deny the allegations of the Paragraph.

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

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

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

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

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

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 allegations in the Paragraph, including those 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 such documents speak for themselves, but otherwise deny the allegations in the Paragraph.

25. As to Paragraph 25 of the Complaint, the allegations reference documents which speak for themselves, but otherwise deny the 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, Defendants deny such allegations.

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 Paragraph 29 of the Complaint.

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 those 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 otherwise deny the 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, Defendants deny such allegations.

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 the documents. To the extent further response is required, Defendants deny the allegations in Paragraph 48 of the Complaint.

49. As to Paragraph 49 of the Complaint, the documents referred to therein speak for themselves and Defendants deny any allegations that differ from the express terms of the documents. To the extent further response is required, Defendants deny the allegations in Paragraph 49 of the Complaint.

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

51. As to Paragraph 51 of the Complaint, the documents referred to therein speak for themselves and Defendants deny any allegations that differ from the express terms of the documents. To the extent further response is required, Defendants deny the allegations in Paragraph 51 of the Complaint.

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

documents. To the extent further response 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 its name at Banco Popular in Puerto Rico, but Defendants state that they are without sufficient information to enable them to admit or deny the remainder of the allegations in Paragraph 57 of the Complaint and thus denies 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 by reference 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 by reference 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 by reference 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 by reference 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 by reference 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 remainder of the allegations, including that 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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 allegations contained 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, 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, 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, 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, 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, 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, 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 18<sup>th</sup> day of February 2025.

**HALLETT & PERRIN, P.C.**

*/s/ Edward P. Perrin, Jr.*

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*/s/ Antonio L. Roig-Lorenzo*

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