

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

**ALYSSON MILLS, IN HER CAPACITY
AS RECEIVER FOR ARTHUR LAMAR
ADAMS AND MADISON TIMBER
PROPERTIES, LLC**

PLAINTIFF

VS.

CIVIL ACTION NO. 3:19-cv-941-CWR-FKB

**TRUSTMARK NATIONAL BANK;
BENNIE BUTTS; JUD WATKINS;
SOUTHERN BANCORP BANK; and
RIVERHILLS BANK**

DEFENDANTS

**ANSWER AND AFFIRMATIVE DEFENSES
OF RIVERHILLS BANK**

COMES NOW RiverHills Bank (“RiverHills”), a Defendant in the above-entitled action, by and through its counsel, and files this, its answer and affirmative defenses to the Complaint filed by Alysson Mills, in her capacity as the court-appointed receiver for Arthur Lamar Adams and Madison Timber Properties, LLC (“Receiver” or “Plaintiff”), as follows:

FIRST DEFENSE

Plaintiff’s Complaint fails to state a claim or cause of action upon which any relief can be granted.

SECOND DEFENSE

All allegations of the Receiver’s Complaint that are not expressly admitted in this Answer are denied. RiverHills’ admissions are confined to the exact language in this Answer, and to the extent that any response varies from the wording of the allegations of the Complaint, those allegations are denied. RiverHills denies all allegations and inferences contained in the headings

and subheadings used in the Complaint. Without waiving any defenses, answering the allegations of the Complaint, paragraph by paragraph, RiverHills would show:

INTRODUCTION

RiverHills denies the allegations contained in the Introduction except that it is without knowledge or information sufficient to form a belief as to the truth of the matters alleged in the first two paragraphs of the Introduction. Said information is in the exclusive possession, custody and control of the Receiver and law enforcement agencies. Until the Receiver provides copies of any and all documents and information that she obtained from, including but not limited to, the Federal Bureau of Investigation, the Department of Justice, Securities and Exchange Commission, Lamar Adams, Madison Timber Properties, and the investors, RiverHills is unable to admit or deny those allegations.

JURISDICTION AND VENUE

1. RiverHills denies the allegations contained in paragraph 1 of the Complaint.
2. The allegations contained in paragraph 2 of the Complaint do not require a response from RiverHills. If RiverHills is mistaken in this regard, then it denies the allegations contained in paragraph 2.
3. The allegations contained in paragraph 3 of the Complaint do not require a response from RiverHills. If RiverHills is mistaken in this regard, then it denies the allegations contained in paragraph 3.
4. The allegations contained in paragraph 4 of the Complaint do not require a response from RiverHills. If RiverHills is mistaken in this regard, then it denies the allegations contained in paragraph 4.

PARTIES

The Receiver

5. RiverHills denies the allegations contained in paragraph 5 of the Complaint except that it admits that Plaintiff has correctly quoted a sentence from *Zacarias v. Stanford Int'l Bank, Ltd.*

6. RiverHills denies the allegations contained in paragraph 6 of the Complaint except it admits that Plaintiff has quoted a portion of the order appointing the receiver.

7. RiverHills denies the allegations contained in paragraph 7 of the Complaint.

8. RiverHills denies the allegations contained in paragraph 8 of the Complaint except it is without knowledge or information sufficient to form a belief as to the truth of the allegation that investors may have assigned their claims to the Receiver.

Defendants

9. The allegations contained in paragraph 9 of the Complaint do not apply to RiverHills. If it is mistaken in this regard, then it denies same.

10. The allegations contained in paragraph 10 of the Complaint do not apply to RiverHills. If it is mistaken in this regard, then it denies same.

11. The allegations contained in paragraph 11 of the Complaint do not apply to RiverHills. If it is mistaken in this regard, then it denies same except it admits that Watkins was employed by RiverHills Bank beginning in April 2012.

12. The allegations contained in paragraph 12 of the Complaint do not apply to RiverHills. If it is mistaken in this regard, then it denies same.

13. RiverHills admits the allegations contained in paragraph 13 of the Complaint.

MADISON TIMBER

14. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14 of the Complaint.

15. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 15 of the Complaint.

16. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16 of the Complaint.

17. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17 of the Complaint.

18. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 18 of the Complaint.

19. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 19 of the Complaint.

20. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 20 of the Complaint.

21. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 21 of the Complaint.

22. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 22 of the Complaint.

23. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 23 of the Complaint.

24. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 24 of the Complaint.

25. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 25 of the Complaint.

26. Insofar as the allegations may pertain to RiverHills, said allegations are denied. Otherwise, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 26 of the Complaint.

TRUSTMARK

27. The allegations contained in paragraph 27 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

28. The allegations contained in paragraph 28 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

29. The allegations contained in paragraph 29 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

Bankers and friends

30. The allegations contained in paragraph 30 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

31. The allegations contained in paragraph 31 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

32. The allegations contained in paragraph 32 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

33. The allegations contained in paragraph 33 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

34. The allegations contained in paragraph 34 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

35. The allegations contained in paragraph 35 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

Madison Timber, suspicions and cover

36. The allegations contained in paragraph 36 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

37. The allegations contained in paragraph 37 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

38. The allegations contained in paragraph 38 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

39. The allegations contained in paragraph 39 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

40. The allegations contained in paragraph 40 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

41. The allegations contained in paragraph 41 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

42. The allegations contained in paragraph 42 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

43. The allegations contained in paragraph 43 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

44. The allegations contained in paragraph 44 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

45. The allegations contained in paragraph 45 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

46. The allegations contained in paragraph 46 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

47. The allegations contained in paragraph 47 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

2016

48. The allegations contained in paragraph 48 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

49. The allegations contained in paragraph 49 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

50. The allegations contained in paragraph 50 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

51. The allegations contained in paragraph 51 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

52. The allegations contained in paragraph 52 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

53. The allegations contained in paragraph 53 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

54. The allegations contained in paragraph 54 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

Indicia of fraud

55. The allegations contained in paragraph 55 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

56. The allegations contained in paragraph 56 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

57. The allegations contained in paragraph 57 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

58. The allegations contained in paragraph 58 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

59. The allegations contained in paragraph 59 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

60. The allegations contained in paragraph 60 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

61. The allegations contained in paragraph 61 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

62. The allegations contained in paragraph 62 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

63. The allegations contained in paragraph 63 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

64. The allegations contained in paragraph 64 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

65. The allegations contained in paragraph 65 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

AFTER TRUSTMARK

66. RiverHills denies the allegations contained in paragraph 66 of the Complaint except that it admits that Adams and Kelly opened accounts at RiverHills Bank for and on behalf of Madison Timber.

67. RiverHills denies the allegations contained in paragraph 67 of the Complaint.

68. RiverHills denies the allegations contained in paragraph 68 of the Complaint except it is without knowledge or information sufficient to form a belief as to the truth or falsity of the number of outstanding promissory notes and the amount of money that passed through all of Madison Timber's accounts in its last year of operation.

FNBC

69. The allegations contained in paragraph 69 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

70. The allegations contained in paragraph 70 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

71. The allegations contained in paragraph 71 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

Southern Bancorp

72. The allegations contained in paragraph 72 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

73. The allegations contained in paragraph 73 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

74. The allegations contained in paragraph 74 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

75. The allegations contained in paragraph 75 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

76. The allegations contained in paragraph 76 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

77. The allegations contained in paragraph 77 of the Complaint do not pertain to RiverHills and, therefore, no response is required of it. If RiverHills is mistaken in this regard, then it denies same.

RiverHills

78. RiverHills denies the allegations contained in paragraph 78 of the Complaint.

79. RiverHills denies the allegations contained in paragraph 79 of the Complaint except that it admits that Madison Timber opened its accounts in 2016 and Jud Watkins was an employee of RiverHills Bank at the time.

80. RiverHills denies the allegations contained in paragraph 80 of the Complaint.

81. RiverHills denies the allegations contained in paragraph 81 of the Complaint except that it admits that RiverHills did extend home equity lines of credit to Adams and Kelly.

82. RiverHills denies the allegations contained in paragraph 82 of the Complaint except that it admits that it made wire transfers on the 1st and 15th days of the month pursuant to instructions by its customer, and all wire transfers were made on monies that were collected.

83. RiverHills denies the allegations contained in paragraph 83 of the Complaint and would show unto the Court that the Receiver has both mischaracterized the nature and content of the communication at issue in paragraph 83. RiverHills would further show unto the Court that said communication speaks for itself.

84. RiverHills denies the allegations contained in paragraph 84 of the Complaint.

85. RiverHills denies the allegations contained in paragraph 85 of the Complaint.

86. RiverHills denies the allegations contained in paragraph 86 of the Complaint.

Indicia of fraud

87. RiverHills denies the allegations contained in paragraph 87 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

88. RiverHills denies the allegations contained in paragraph 88 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

89. RiverHills denies the allegations contained in paragraph 89 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

90. RiverHills denies the allegations contained in paragraph 90 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

91. RiverHills denies the allegations contained in paragraph 91 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

92. RiverHills denies the allegations contained in paragraph 92 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants,

RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

93. RiverHills denies the allegations contained in paragraph 93 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

94. RiverHills denies the allegations contained in paragraph 94 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

95. RiverHills denies the allegations contained in paragraph 95 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

96. RiverHills denies the allegations contained in paragraph 96 of the Complaint insofar as they pertain to it and Watkins. Insofar as they may pertain to the other Defendants, RiverHills is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations made therein and, therefore, denies same.

CAUSES OF ACTION
COUNT I
FOR CIVIL CONSPIRACY
AGAINST ALL DEFENDANTS

97. RiverHills adopts and incorporates herein its responses to paragraphs 1 through 96 as if stated fully herein.

98. RiverHills denies the allegations contained in paragraph 98 of the Complaint.
99. RiverHills denies the allegations contained in paragraph 99 of the Complaint.
100. RiverHills denies the allegations contained in paragraph 100 of the Complaint.
101. RiverHills denies the allegations contained in paragraph 101 of the Complaint.
102. RiverHills denies the allegations contained in paragraph 102 of the Complaint.
103. RiverHills denies the allegations contained in paragraph 103 of the Complaint.
104. RiverHills denies the allegations contained in paragraph 104 of the Complaint.
105. RiverHills denies the allegations contained in paragraph 105 of the Complaint.
106. RiverHills denies the allegations contained in paragraph 106 of the Complaint.
107. RiverHills denies the allegations contained in paragraph 107 of the Complaint.

COUNT II
FOR AIDING AND ABETTING
AGAINST ALL DEFENDANTS

108. RiverHills adopts and incorporates herein its responses to paragraphs 1 through 107 as if stated fully herein.

109. RiverHills denies the allegations contained in paragraph 109 of the Complaint.
110. RiverHills denies the allegations contained in paragraph 110 of the Complaint.
111. RiverHills denies the allegations contained in paragraph 111 of the Complaint.
112. RiverHills denies the allegations contained in paragraph 112 of the Complaint.
113. RiverHills denies the allegations contained in paragraph 113 of the Complaint.
114. RiverHills denies the allegations contained in paragraph 114 of the Complaint.
115. RiverHills denies the allegations contained in paragraph 115 of the Complaint.
116. RiverHills denies the allegations contained in paragraph 116 of the Complaint.

117. RiverHills denies the allegations contained in paragraph 117 of the Complaint.

118. RiverHills denies the allegations contained in paragraph 118 of the Complaint.

COUNT III

**FOR RECKLESSNESS, GROSS NEGLIGENCE, AND AT A MINIMUM NEGLIGENCE
AGAINST ALL DEFENDANTS**

119. RiverHills adopts and incorporates herein its responses to paragraphs 1 through 118 as if stated fully herein.

120. RiverHills denies the allegations contained in paragraph 120 of the Complaint.

121. RiverHills denies the allegations contained in paragraph 121 of the Complaint.

122. RiverHills denies the allegations contained in paragraph 122 of the Complaint.

123. RiverHills denies the allegations contained in paragraph 123 of the Complaint.

124. RiverHills denies the allegations contained in paragraph 124 of the Complaint.

125. RiverHills denies the allegations contained in paragraph 125 of the Complaint.

126. RiverHills denies the allegations contained in paragraph 126 of the Complaint.

127. RiverHills denies the allegations contained in paragraph 127 of the Complaint.

128. RiverHills denies the allegations contained in paragraph 128 of the Complaint.

129. RiverHills denies the allegations contained in paragraph 129 of the Complaint.

COUNT IV

**FOR NEGLIGENT RETENTION AND SUPERVISION
AGAINST TRUSTMARK, SOUTHERN BANCORP, AND RIVERHILLS**

130. RiverHills adopts and incorporates herein its responses to paragraphs 1 through 129 as if stated fully herein.

131. RiverHills denies the allegations contained in paragraph 131 of the Complaint.

132. RiverHills denies the allegations contained in paragraph 132 of the Complaint.

133. RiverHills denies the allegations contained in paragraph 133 of the Complaint.

134. RiverHills denies the allegations contained in paragraph 134 of the Complaint.

135. RiverHills denies the allegations contained in paragraph 135 of the Complaint.

136. RiverHills denies the allegations contained in paragraph 136 of the Complaint.

137. RiverHills denies the allegations contained in paragraph 137 of the Complaint.

138. RiverHills denies the allegations contained in paragraph 138 of the Complaint.

139. RiverHills denies the allegations contained in paragraph 139 of the Complaint.

COUNT V

FOR VIOLATIONS OF MISSISSIPPI'S FRAUDULENT TRANSFER ACT AGAINST ALL DEFENDANTS

140. RiverHills adopts and incorporates herein its responses to paragraphs 1 through 139 as if stated fully herein.

141. RiverHills denies the allegations contained in paragraph 141 of the Complaint.

142. RiverHills denies the allegations contained in paragraph 142 of the Complaint.

143. RiverHills denies the allegations contained in paragraph 143 of the Complaint.

144. RiverHills denies the allegations contained in paragraph 144 of the Complaint.

145. RiverHills denies the allegations contained in paragraph 145 of the Complaint.

COUNT VI

FOR VIOLATIONS OF MISSISSIPPI'S RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT AGAINST ALL DEFENDANTS

146. RiverHills adopts and incorporates herein its responses to paragraphs 1 through 145 as if stated fully herein. RiverHills would further show that the Court has dismissed this count.

147. RiverHills denies the allegations contained in paragraph 147 of the Complaint.

148. RiverHills denies the allegations contained in paragraph 148 of the Complaint.

149. RiverHills denies the allegations contained in paragraph 149 of the Complaint.

150. RiverHills denies the allegations contained in paragraph 150 of the Complaint.

151. RiverHills denies the allegations contained in paragraph 151 of the Complaint.

152. RiverHills denies the allegations contained in paragraph 152 of the Complaint.

153. RiverHills denies the allegations contained in paragraph 153 of the Complaint.

154. RiverHills denies the allegations contained in paragraph 154 of the Complaint.

**TRUSTMARK AND RIVERHILLS'S
VICARIOUS LIABILITY**

155. RiverHills denies the allegations contained in paragraph 155 of the Complaint.

RiverHills denies the allegations contained in the final, unnumbered paragraph following paragraph 155 of Plaintiff's Complaint beginning "WHEREFORE, . . .".

THIRD DEFENSE

Plaintiff's claims are barred in whole or part by the applicable statute(s) of limitations.

FOURTH DEFENSE

RiverHills asserts its good faith compliance with all written agreements, and all applicable rules, regulations, statutes, and laws.

FIFTH DEFENSE

To the extent RiverHills owed Plaintiff any obligations or duties, whether by contract, operation of law, or otherwise, it has fully satisfied, complied with, and honored any and all such obligations or duties.

SIXTH DEFENSE

RiverHills invokes and asserts the applicability, if any, of Mississippi Code §85-5-7.

SEVENTH DEFENSE

Plaintiff's claims against RiverHills are barred, in whole or in part, by the doctrine of waiver.

EIGHTH DEFENSE

Plaintiff's claims against RiverHills are barred, in whole or in part, by the doctrine of estoppel.

NINTH DEFENSE

Plaintiff's claims against RiverHills are barred, in whole or in part, by the doctrine of laches.

TENTH DEFENSE

RiverHills has not committed any negligence, gross negligence, any intentional torts, bad faith, or any other willful and/or wrongful conduct as alleged in Plaintiff's Complaint.

ELEVENTH DEFENS

Plaintiff lacks standing to pursue some or all claims asserted in Plaintiff's Complaint.

TWELFTH DEFENSE

To the extent the Plaintiff's Complaint purports to assert claims sounding in fraud, the Complaint fails to plead fraud with the requisite specificity pursuant to Fed.R.Civ.P. 9(b).

THIRTEENTH DEFENSE

Plaintiff's Complaint fails to plead special damages with specificity as required by Fed.R.Civ.P. 9(g).

FOURTEETH DEFENSE

Plaintiff's Complaint fails to state a claim or cause of action upon which exemplary or punitive damages can be awarded against RiverHills.

FIFTEENTH DEFENSE

The Plaintiff's claims are barred under the doctrines of *in pari delicto* and the wrongful conduct rule.

SIXTEENTH DEFENSE

As a matter of law, Mississippi has not recognized a cause of action for aiding and abetting, and, therefore, that claim is subject to dismissal.

SEVENTEENTH DEFENSE

The Receiver lacks the authority under the receivership statutes to bring claims for and on behalf of assignor/investors.

EIGHTEENTH DEFENSE

The Receiver has failed to join necessary and indispensable parties.

NINETEENTH DEFENSE

Any award of exemplary or punitive damages in this case would be in violation of the rights and safeguards provided under the United States Constitution including, but not limited to, violations of due process afforded by the Fifth and Fourteenth Amendments, as there are no constraining limitations or predetermined limits placed on a jury's discretion in considering the imposition or amount of punitive damages, there are no meaningful review mechanisms to constitutionally confirm exemplary and punitive damage awards, and the laws governing the award of exemplary and punitive damages are unconstitutionally vague and not rationally related to a legitimate government interest. Moreover, the Due Process Clause of the Fourteenth Amendment to the United States Constitution would be violated via an award of exemplary and punitive damages, if such award were based on theories of respondeat superior, vicarious liability, or joint and several liability, as would be required in the instant case for RiverHills to be found liable.

TWENTIETH DEFENSE

Any award of exemplary and punitive damages in this case would violate the procedural and substantive safeguards provided by the Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments of the United States Constitution, as exemplary and punitive damages are penal in nature. Simply put, if punitive or exemplary damages are to be awarded, RiverHills is entitled to the same procedural and substantive safeguards afforded to criminal defendants, including, but not limited to, being afforded notice of the elements of the offense allegedly committed, being afforded the protection of the “beyond a reasonable doubt” standard, and the prohibition against compelling one to disclose potentially incriminating evidence.

TWENTY-FIRST DEFENSE

RiverHills would show that any award of exemplary and punitive damages in this case would violate the Eighth Amendment to the Constitution of the United States, in that said exemplary and punitive damages would be an imposition of an excessive fine. Moreover, the imposition of exemplary and punitive damages in this case measured by the wealth of RiverHills would constitute an impermissible punishment of status.

TWENTY-SECOND DEFENSE

The Receiver does not have authority under the receivership statutes to bring claims on behalf of assignors.

TWENTY-THIRD DEFENSE

RiverHills is entitled to setoff of all recoveries by Plaintiff, from any source, including but not limited to any settlements and recoveries as well as contribution from any person(s) who caused the losses that are the subject of the Complaint.

TWENTY-FOURTH DEFENSE

Plaintiff, and the investors who sustained losses, failed to mitigate damages.

TWENTY-FIFTH DEFENSE

RiverHills would show that the Plaintiff's alleged damages resulted from the acts or omissions of persons or entities other than RiverHills, such acts or omissions constituting the independent, intervening, superseding and sole proximate cause or proximate contributing cause of the Plaintiff's alleged damages.

TWENTY-SIXTH DEFENSE

Plaintiff's claims are barred by election of remedies.

TWENTY-SEVENTH DEFENSE

Plaintiff's claims against RiverHills are misjoined with claims against other Defendants.

TWENTY-EIGHTH DEFENSE

RiverHills hereby gives notice that it intends to rely upon such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserves its right to amend its Answer and assert all such defenses. This includes affirmative defenses that may be applicable to purported assignors and investors upon disclosure.

WHEREFORE, PREMISES CONSIDERED, RiverHills Bank respectfully requests that the Receiver's Complaint filed against it be dismissed with prejudice and that Plaintiff be made to pay its costs.

Respectfully submitted, this, the 31st day of March, 2021.

RIVERHILLS BANK

By: s/ Kelly D. Simpkins
Walter D. Willson (MSB #7291)
Kelly D. Simpkins (MSB #9028)
Its Attorneys

OF COUNSEL:

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