

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Circuit Court Judge

Appellate Case No. 2012-212725

DAVIS AIR, INC., and GARY DAVIS, Respondents.

vs.

CORPORATE AIR, LLC, and
CAM INVESTMENTS, INC., Appellants,

RECORD ON APPEAL

RECEIVED

JUL 29 2013

SC Court of Appeals

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In the Court of Appeals

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Court of Common Pleas

Roger M. Young, Circuit Court Judge

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vs.

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CAM INVESTMENTS, INC., Appellants,

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STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
DAVISAIR, INC and GARY)
DAVIS)
Plaintiff,)
vs.)
CORPORATE AIR, LLC and)
CAM INVESTMENTS, INC,)
Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.: 2011-^{CP}~~GS~~ 10-5051

ORDER COMPELLING DISCOVERY

FILED
2012 JUL 30 PM 4:06
JULIE J. ARMSTRONG
CLERK OF COURT
BY

This matter came before the Court on July 25, 2012 for a hearing on the Plaintiff's Motion to Compel Discovery filed on December 6, 2011. The Plaintiffs' amended and updated the discovery sought by letter to Defendants' Counsel on June 20, 2012 following the transfer of the action to the Charleston County Business Court.

Present at the hearing were Blair C. Jennings, Esquire, on behalf of the Plaintiffs and Alice F. Paylor, on behalf of the Defendants. The Plaintiff, Gary Davis, was also present.

After careful consideration of the arguments of counsel and Memoranda submitted by the parties, the Court finds that the Plaintiff is entitled to receive all documents and information requested in the Plaintiffs' First Interrogatories, First and Second Request for Production, and more specifically updated in the June 20, 2012 letter to Defendants' counsel.

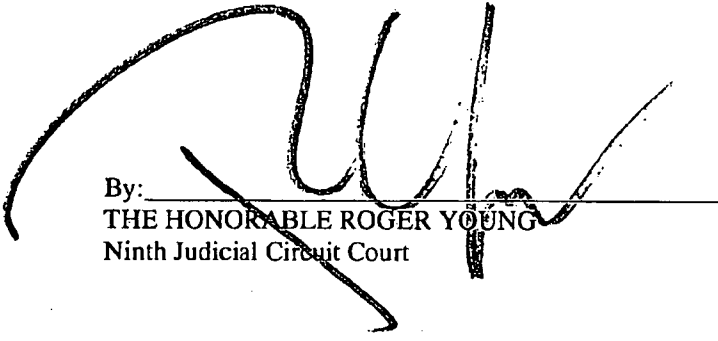
THEREFORE, IT IS HEREBY ORDERED that the Defendants shall provide the Plaintiffs with all of the outstanding information or documents requested in the Plaintiffs' First Interrogatories, Plaintiffs' First and Second Request for Production, and the letter dated June 20, 2012. Defendants shall produce all information requested within 30 days of this hearing.

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THE COURT FURTHER ORDERS that in lieu of providing copies of all requested documents and information, the Plaintiff, Gary Davis, Plaintiffs' counsel and Plaintiffs' accountant(s) may be allowed access to all of the requested information and documents at the Defendants' office in Pittsburgh, Pennsylvania. During this meeting, the Plaintiff shall be allowed to make copies of any and all documents and records, regardless of the format in which they are maintained, that fall within the purview of this order. This meeting shall be scheduled at a date and time convenient to the Plaintiffs and Defendants, but in no event may it be held later than 30 days from the date of this hearing. The Plaintiffs shall be given 10 days notice of the scheduling of the meeting.

IT IS SO ORDERED.



By: _____
THE HONORABLE ROGER YOUNG
Ninth Judicial Circuit Court

July 30, 2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
DAVISAIR and GARY DAVIS,)
)
Plaintiff,)
)
vs.)
)
CORPORATE AIR, LLC and CAM,)
INVESTMENTS, INC.)
)
Defendant.)

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2011-CP 10-5051

ORDER COMPELLING DISCOVERY

FILED
2013 JUN 20 PM 3:34
JULIE J. ARISTARQUE
CLERK OF COURT
BY

This matter came before the Court on June 11, 2013, on remand from the Court of Appeals, for a determination of whether accounting and financial records requested by the Plaintiff remain discoverable in light of the Plaintiff's Amended Complaint.

Present at the hearing were Blair C. Jennings, Esquire, on behalf of the Plaintiff, and Alice F. Paylor, Esquire, on behalf of the Defendants. The Plaintiff, Gary Davis, was also present.

This matter was initially before the Court on July 25, 2012 for a hearing addressing the Plaintiff's Motion to Compel Discovery filed on December 6, 2011. Following this hearing, the Court ordered that the Plaintiff was entitled to receive all documents and information requested in the Plaintiffs' First Interrogatories, First and Second Request for Production, and more specifically updated in the June 20, 2012 letter to Defendants' Counsel.

The Defendants appealed this Order on the ground that obtaining the requested documents was the ultimate relief requested by the Plaintiff. During the pendency of the appeal, the Plaintiff filed an Amended Complaint on November 26, 2012 that removed from

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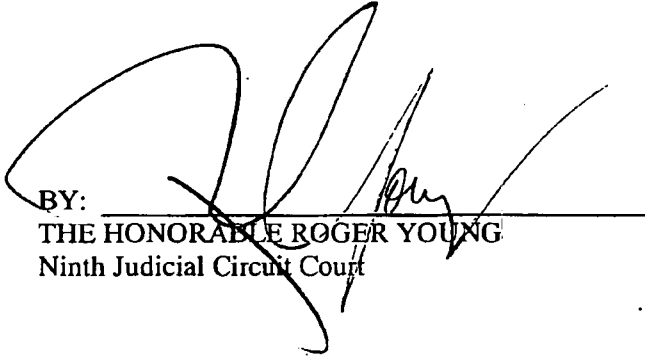
the prayer for relief the request that the Court order the Defendants to provide accounting and financial records to the Plaintiff.

By Order dated May 28, 2013, the South Carolina Court of Appeals remanded the appeal to this Court for a hearing based on its concern that "...this amendment to the pleadings below not only affects the appealability of the discovery order, but also makes the information compelled to be disclosed in the order no longer discoverable." The Court was directed to hold a hearing to determine whether the documents and information sought by the Plaintiff remain discoverable, and still subject to disclosure under the Court's previous Order.

The Court finds that the documents and information requested in the Plaintiffs First Interrogatories and First and Second Request for Production remain relevant, and the production and review of these records is necessary for the Plaintiff to pursue its case.

THEREFORE, IT IS HEREBY ORDERED that the previous Order Compelling Discovery filed by the Court on July 30, 2012 is affirmed, and shall not be modified or vacated.

IT IS SO ORDERED.

BY: 

THE HONORABLE ROGER YOUNG
Ninth Judicial Circuit Court

June 19, 2013

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
DAVISAIR, INC. and GARY DAVIS,)
Plaintiffs,)
Vs.)
CORPORATE AIR, LLC and)
CAM INVESTMENTS, INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2011-CP-¹⁰~~9~~-5051

COMPLAINT
(Non-Jury)

FILED
2011 JUL 15 PM 4:41
JULIE J ARMSTRONG
CLERK OF COURT
BY _____

The Plaintiffs above named, complaining of the Defendants, would respectfully show unto this Honorable Court as follows:

PARTIES, JURISDICTION, AND VENUE:

1. That the Plaintiff DavisAir, Inc. ("DavisAir") is a corporation organized and operating under the laws of the State of North Carolina.
2. Plaintiff Gary Davis ("Davis"), an individual, is a citizen and resident of County of Charleston, State of South Carolina.
3. Defendant Corporate Air, LLC, ("Corporate Air") is a limited liability company organized and operating under the laws of the State of Pennsylvania.
4. Defendant CAM Investments, Inc. (CAM) is a corporation organized and operating under the laws of the State of Pennsylvania.
5. Jurisdiction and venue of this action are proper in Charleston, South Carolina. The Defendants expressly consented to the venue and jurisdiction of the courts of the State of South Carolina and the County of Charleston with respect to any claims arising under the Redemption and Settlement Agreement ("Redemption") and the Default Agreement or otherwise

arising from the relationship between the parties. Furthermore, the parties expressly agreed that the laws of the State of South Carolina would govern these agreements.

FACTS:

6. DavisAir is a member and twenty percent (20%) owner of Corporate Air.

7. In 2010, in order to settle an outstanding loan and other disputes, Corporate Air agreed to redeem and purchase DavisAir's entire twenty percent (20%) membership interest in Corporate Air.

8. On August 6, 2010, Plaintiffs and Defendants, along with others, entered into the Redemption, which governed the purchase.

9. On November 19, 2010, Plaintiffs and Defendants, along with others, entered into the Default Agreement that sets forth the actions and events that constitute events of default under the Redemption and other agreements entered into between the parties relating to the purchase.

10. The Redemption and Default Agreements are confidential by their terms and, therefore, are not filed with this Complaint. The parties to this action possess copies of the Redemption and Default Agreement, and the provisions of these documents are incorporated as if fully set forth herein. Copies of the Redemption and Default Agreements will be provided to the Court for in camera review, if necessary.

**FOR A FIRST CAUSE OF ACTION
(Declaratory and Injunctive Relief/Specific Performance)**

11. Plaintiffs re-allege and incorporate by reference as though set forth herein verbatim the allegations of Paragraphs 1 through 10 of this Complaint.

12. The Default Agreement provides that Corporate Air shall maintain all of its accounting and financial records in accordance with past practice, provide copies to DavisAir on

a monthly basis, and make its controller available to meet with Davis on a bi-monthly basis to review financial transactions and records.

13. The Default Agreement further states that failure to follow this accounting obligation constitutes an event of default.

14. Corporate Air has made progressive payments, as required, towards the purchase of the DavisAir membership interest.

15. Plaintiffs have demanded the complete accounting and financial records from Corporate Air, as required by the Redemption and Default Agreement.

16. Notwithstanding Plaintiffs' demands, Defendants have not provided the complete accounting and financial information to Plaintiffs, as required under the Redemption and Default Agreement.

17. Defendants have, thus, defaulted under the Default Agreement by failing to provide the accounting and financial records as required by the Default Agreement, and by such other actions as may be proven in this action.

18. The Redemption and Default Agreement state that upon the occurrence of any event of default, among other things, that Plaintiffs have the right to appoint two (2) new representatives to the Membership Committee in place of CAM's two (2) designees and further that a member on the Compensation Committee will be replaced by a member of DavisAir's choosing.

19. Plaintiffs, therefore, pray for an order of this Court declaring Defendants in default of the Redemption and Default Agreement and enjoining and requiring Defendants to provide the required accounting and financial records and production. Plaintiffs reserve their rights to amend and request other remedies provided under law or by the agreements, and further

reserve their rights to bring such other and further claims and causes of action as may be determined from the review of documentation and information.

WHEREFORE, Plaintiffs pray judgment against the Defendants including but not limited to the following:

- a) That Defendants be ordered to be in default of the Redemption and Default Agreement, as alleged herein;
- b) That Defendants be ordered to maintain its accounting and financial records in accordance with past practice;
- c) That Defendants be ordered to provide accounting and financial records of Defendant Corporate Air from the date of the Redemption to the present date, as alleged herein;
- d) That Defendants make its accounting and financial records available to Plaintiffs and/or Plaintiffs' agent(s);
- e) That Plaintiffs be permitted to appoint two (2) new representatives to the Membership Committee in place of CAM's two (2) designees;
- f) That the designated member of the Compensation Committee be replaced by a member of Plaintiffs' choosing;
- g) That Plaintiffs be awarded attorneys' fees and costs; and
- h) That Plaintiffs be awarded such other and further relief as this Court deems just and proper.

Respectfully submitted,

COFFEY, CHANDLER, KENT & MCKENZIE



ATTORNEYS FOR THE PLAINTIFFS

Blair C. Jennings

Lauren L. Felder

4969 Centre Pointe Drive, Suite 102

Post Office Box 40459

N. Charleston, SC 29418

July 15, 2011

Charleston, South Carolina

IN THE STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CIVIL ACTION NO. 2011-CP-10-5051
DAVISAIR, INC. and GARY DAVIS,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	ANSWER TO COMPLAINT
	)	
CORPORATE AIR, LLC and	)	(Non-Jury)
CAM INVESTMENTS, INC.,	)	
	)	
Defendants.	)	

BY _____
 CLERK OF COURT
 11 SEP 15 PM 1:19

The Defendants above named, answering the Complaint of the Plaintiffs, would respectfully show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

Each and every allegation of the Complaint not hereinafter admitted, modified or explained is hereby denied.

1. The averments contained in Paragraph 1 are admitted.
2. Defendants are without information to admit or deny the averments contained in Paragraph 2.
3. The averments contained in Paragraph 3 are admitted.
4. The averments contained in Paragraph 4 are admitted.
5. The averments contained in Paragraph 5 are denied as stated. To the extent of matters related to the Redemption and Settlement Agreement or the Default Agreement, it is admitted that jurisdiction is in the state and federal courts of South Carolina.
6. The averments contained in Paragraph 6 are admitted.

7. Answering Paragraph 7, Defendants admit that, by agreement dated August 6, 2010, the Plaintiffs and Defendants entered into a Redemption and Settlement Agreement pursuant to which Corporate Air, LLC ("Corporate Air") agreed to redeem the membership interests of DavisAir, Inc. ("DavisAir"). Defendants refer to the Redemption and Settlement Agreement for the terms thereof and deny all allegations inconsistent therewith.

8. The averments contained in Paragraph 8 are admitted.

9. Answering Paragraph 9, Defendants admit that on November 19, 2010 the Plaintiffs and Defendants, along with others, entered into a Default Agreement. Defendants refer to the Default Agreement for the terms thereof and deny all allegations inconsistent therewith.

10. Answering Paragraph 10, Defendants refer to the Redemption and Settlement Agreement and the Default Agreement for the terms thereof and deny any allegations inconsistent therewith.

11. Answering Paragraph 11, Defendants incorporate their Answers to Paragraphs 1 through 10.

12. Answering Paragraph 12, Defendants refer to the Default Agreement for the terms thereof and deny all allegations inconsistent therewith.

13. Answering Paragraph 13, Defendants refer to the Default Agreement for the terms thereof and deny all allegations inconsistent therewith.

14. The averments contained in Paragraph 14 are admitted.

15. The averments contained in Paragraph 15 are denied.

16. The averments contained in Paragraph 16 are denied and Defendants affirmatively aver that Plaintiffs were provided with all information and access as would be required by either the Redemption and Settlement Agreement or the Default Agreement.

17. The averments contained in Paragraph 17 are denied and Defendants affirmatively aver that Plaintiffs were in breach of the Redemption and Settlement Agreement as a result of their demands for distributions of money, the payment of legal fees, and outside auditing with respect to Corporate Air as well as their threats of the commencement of inappropriate legal action if their demands were not met.

18. Answering Paragraph 18, Defendants refer to written agreements for the terms thereof and deny all allegations inconsistent therewith.

19. Paragraph 19 contains no averments of fact to which a response is required. To the extent that a response is required, the averments are denied.

FOR A SECOND DEFENSE
(Good faith performance of contracts)

20. Defendants have performed their duties and responsibilities under the Redemption and Settlement Agreement and the Default Agreement in good faith.

FOR A THIRD DEFENSE
(Unclean Hands)

21. Plaintiffs made demands for distributions of money, the payment of legal fees, and outside auditing from Corporate Air which were neither appropriate, nor required by, any of the agreements between the parties. These inappropriate demands were made with the express threat of the commencement of litigation in the State of

South Carolina and the taking of action related thereto which would cause Corporate Air to incur significant and unnecessary legal fee expenses.

22. Plaintiffs never made any complaints about failing to receive financial statements from Corporate Air. Nevertheless, all financial statements have been provided to Plaintiffs by Corporate Air and Corporate Air continues to provide such financial statements to Plaintiffs.

23. Plaintiffs never made any appropriate demand for a meeting with Corporate Air's controller as such demands were made in connection with: (1) threats of inappropriate legal action; (2) demands for undue distributions; (3) demands for undue payments; (4) demands for outside auditing; (5) demands for the Corporate Air's controller to be made available to persons not provided for in the Default Agreement; and (6) demands were made while Plaintiffs were breaching the Redemption and Settlement Agreement.

24. Corporate Air did not refuse to allow its controller to meet with Gary Davis and, in fact, communicated that it would provide full cooperation for such a meeting under the conditions provided for in the Redemption and Settlement Agreement and the Default Agreement.

25. Plaintiffs never sent a notice of default to either of the Defendants for any alleged default under the Redemption and Settlement Agreement or the Default Agreement. Plaintiffs only made invalid threats of legal action if they did not receive distributions and payments from Corporate Air.

26. Due to Plaintiffs' tactics in trying to use the threat of litigation to obtain distributions to which they are not entitled, Plaintiff's claims of default against Defendants are barred by the doctrine of unclean hands.

FOR A FOURTH DEFENSE AND FIRST COUNTERCLAIM
(Declaratory Judgment and Specific Performance)

27. Defendants repeat and reallege all of the allegations set forth hereinabove.

28. Plaintiffs and Defendants entered into a Redemption and Settlement Agreement and a Default Agreement.

29. Defendants have made substantial payments to Plaintiffs in accordance with the Redemption and Settlement Agreement.

30. In April of 2011, Plaintiffs demanded that Defendant Corporate Air, LLC make a tax distribution to Plaintiffs.

31. Defendant Corporate Air, LLC responded that no agreement or other legal authority required that it make a tax distribution and that, because such a distribution would erode the stability of the company, Defendant declined to do so.

32. Subsequently, Plaintiffs made demands and threats on their own behalf and then through retained legal counsel, asserting that Defendants did owe the requested tax distribution and legal fees and that, if Defendants failed to make the demanded tax distribution and pay the requested legal fees, Plaintiffs would bring legal action.

33. By letter dated May 6, 2011, Plaintiffs' counsel requested that Defendant Corporate Air, LLC "provide copies of its accounting and financial records and make its controller and outside accountants, Love Scherle and Bauer, available to meet with Gary Davis and/or his auditors, the Pittsburgh based Nottingham Group..."

34. In accordance with the Default Agreement, Section 1(C)(iv), Defendants, by letter to Plaintiffs' counsel, dated May 6, 2011, agreed to "arrange for Mr. Davis (personally) to meet with the Controller at a mutually agreeable time, for a reasonable amount of time during normal business hours to review financial transactions and records" and declined the remainder of the request as exceeding the scope of the Default Agreement.

35. By letter dated May 9, 2011, Plaintiffs' counsel misconstrued Defendants' offer as being an "unwillingness to share the requested information."

36. By letter dated May 10, 2011, Defendants informed Plaintiffs' counsel that "Mr. Davis can meet with the controller and review the transactions on the terms required by the agreements..."

37. Plaintiffs failed to follow through with the request to meet with Corporate Air's Controller, so no meeting has ever occurred.

38. Defendants have provided to Plaintiffs copies of the financial records required under the agreements.

39. Plaintiffs failed to make any further requests or to notify Defendants, in accordance with Paragraph 15(C) of the Redemption and Settlement Agreement, that they considered Defendants to be in default under either of the agreements prior to bringing this action.

40. Defendants have fully complied with their obligations under the Redemption and Settlement Agreement and the Default Agreement.

41. Defendants are not in default under either agreement.

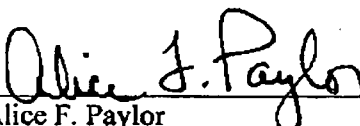
42. Plaintiffs have failed to provide sufficient notice of any alleged default with a cure period as required by the Redemption and Settlement Agreement.

WHEREFORE, Defendants pray that judgment be entered in their favor including but not limited to the following:

- a) Defendants pray that Plaintiffs' Complaint be dismissed with prejudice;
- b) Regarding Defendants' counterclaim, that the Court issue a declaratory judgment that Defendants have complied with their obligations under the Redemption and Settlement Agreement and the Default Agreement and that Defendants are not in default under either agreement;
- c) That Defendants be awarded attorneys' fees and costs; and
- d) That Defendants be awarded such other and further relief as this Court deems just and proper

Respectfully submitted,

ROSEN, ROSEN & HAGOOD, LLC,



Alice F. Paylor
P.O. Box 893
Charleston, SC 29402
(843) 577-6726
apaylor@rrhlawfirm.com

ATTORNEYS FOR DEFENDANTS

Charleston, SC
September 15, 2011

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
DAVISAIR and GARY DAVIS,)
Plaintiff,)
vs.)
CORPORATE AIR, LLC and CAM,)
INVESTMENTS, INC.)
Defendant.)

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT
CASE NO.: 2011-CP 10-5051

MOTION TO COMPEL

FILED
2011 DEC -6 AM 10:46
JULIE J. ARISTRONG
CLERK OF COURT

The Plaintiff, DavisAir and Gary Davis, by and through the undersigned attorney, hereby moves this Honorable Court to compel the Defendant, Corporate Air, LLC and CAM Investments, Inc., to answer the First Set of Request for Production of Documents. In support of their motion, Plaintiff would respectfully show the Court as follows:

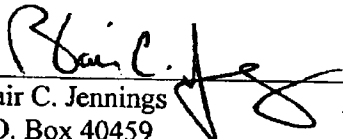
1. On October 24, 2011, Plaintiff served on the Defendant the First Request for Production pursuant to Rule 34 of the South Carolina Rules of Civil Procedure. (A copy of said Requests are attached hereto as Exhibit "A".)
2. Said responses to these discovery requests were due on or before November 28, 2011.
3. In an e-mail dated November 30, 2011, counsel for Plaintiff, notified counsel for the Defendant that the discovery responses were overdue and checking on the status of a response. (See e-mail dated November 30, 2011, attached hereto as Exhibit "B").
4. Further, counsel for Plaintiff spoke to counsel for Defendant on December 5, 2011 to discuss the response to Plaintiff's Request for Production. Defendant has not provided counsel for Defendant with any of the requested documents, so counsel for

Plaintiff indicated that he would file this Motion to Compel Defendant to provide the requested documents.

WHEREFORE, Plaintiff hereby moves this Honorable Court to compel Defendant to provide such responses, along with attorney's fees and costs and for such other and further relief as the Court may deem just and proper.

Counsel hereby certifies that consultation with opposing counsel to resolve this issue was unsuccessful.

COFFEY CHANDLER KENT & MCKENZIE PA


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P.O. Box 40459
North Charleston, SC 29423-0459
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(843) 745-4545 facsimile
Blair@cckmlaw.com

Charleston, South Carolina

December 5, 2011

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
DAVIS AIR, AND GARY DAVIS,

Plaintiff,

vs.

CORPORATE AIR, LLC, AND CAM
INVESTMENTS, INC.

Defendants.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2011-CP-10-5051

**PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION TO DEFENDANTS
CORPORATE AIR, LLC AND CAM
INVESTMENTS, INC**

FILED
2011 DEC -6 AM 10:46
JULIE J. ARMSTRONG
CLERK OF COURT

TO: ALICE PAYLOR, ATTORNEY FOR DEFENDANTS, CORPORATE AIR, LLC
AND CAM INVESTMENTS, INC

YOU WILL PLEASE TAKE NOTICE that Plaintiffs, Davis Air and Gary Davis pursuant to Rule 34 of the South Carolina Rules of Civil Procedure respond within thirty (30) days after the service hereof to produce and permit the Plaintiff to inspect, copy, or photograph, each of the following documents or things which may be in the possession, custody, or control of the Defendants Corporate Air, LLC and CAM Investments, Inc, or its attorney which constitutes or contains evidence relating to the claim or defense of the within cause:

DEFINITIONS

The term "documents" or "things" means all writings of any kind, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise, including, without limitation, correspondences, memoranda, notes, diaries, statistics, letters, telegrams, minutes,

contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and interoffice communications, offers, notations of any sort of conversations, telephone calls, meetings, or other communications, bulletins, printed matter, computer printouts, teletypes, telefaxes, invoices, work sheets; and all drafts, alterations, modifications, changes, and amendments to any of the foregoing: graphic or aural records; or representations of any kind, including, without limitation, photographs, charts, microfilm, videotape, recordings, and motion pictures, and electronic, mechanical, or electrical records or representations of any kind, including, without limitation, tapes, cassettes, discs, or other records.

The term "all documents" means every document as above defined known to you, your agents or counsel, and each document or thing which can be located or discovered by reasonably diligent efforts.

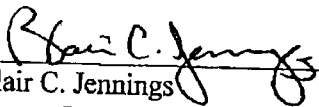
REQUESTS FOR PRODUCTION

1. Detailed general ledger for January 1, 2010 through December 31, 2010 for Corporate Air, LLC and CAM Investments, Inc.
2. Detailed general ledger for January 1, 2011 through October 31, 2011 for Corporate Air, LLC and CAM Investments, Inc.
3. Detailed records itemizing all receipts and disbursements records from November 1, 2010 through October 31, 2011.
4. Copies of all bank statements and cancelled checks issued by Corporate Air, LLC and CAM Investments, Inc from November 1, 2010 through December 31, 2010.
5. Copies of all bank statements and cancelled checks issued by Corporate Air, LLC and CAM Investments, Inc from January 1, 2011 through October 31, 2011.

6. Copies of the monthly statements for any credit cards paid through Corporate Air, LLC and CAM Investments, Inc from November 1, 2010 through December 31, 2010.
7. Copies of the monthly statements for any credit cards paid through Corporate Air, LLC and CAM Investments, Inc from January 1, 2011 through December 31, 2011.
8. Detailed records documenting any transaction or distribution between Corporate Air, LLC or CAM Investments, Inc and Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Philip Ehrman and or any company any of these individuals are affiliated with.
9. Detailed flight records and logs documenting any flight aboard a aircraft owed or managed by Corporate Air or any of its affiliates, in which Mark A. Schreiner, Richard Schreiner, Laura Schreiner, Philip Ehrman, Herbert B. Connor and Stephen Frobuck, or their family members, were on board as a passenger or pilot from November 1, 2010 through October 31, 2011.
10. Payroll reports and/or report of any distributions (including distributions to equalize any personal use of company aircraft) from November 10, 2010 through October 31, 2011 from Corporate Air, LLC or CAM Investments, Inc. to Mark A. Schreiner, Richard Schreiner, Laura Schreiner, Phillip Ehrman, Herbert B. Connor and Stephen Frobuck.
11. Records of any loans made to Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Phillip Ehrman from Corporate Air, LLC or CAM Investments, Inc and any associated or affiliated companies from November 10, 2010 through October 31, 2011.

12. Photocopies of the notarized Corporate Air, LLC member meeting minutes from all meetings held between November 10, 2010 and October 31, 2011.
13. A copy of the certified audited financial statements for Corporate Air, LLC and CAM Investments, Inc along with the supporting supplemental information for the years 2008, 2009 and 2010.
14. Copies of the Federal and State tax returns for the years 2008, 2009 and 2010 for Corporate Air, LLC and CAM Investments, Inc.
15. All records associated with the C.A. Encore LLC and the financing through GE Capital for the C.A. Encore Citation.

COFFEY CHANDLER KENT & MCKENZIE P.A.


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Lauren L. Felder
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4969 Centre Pointe Drive, Suite 102
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Facsimile: (843) 745-4545

October 21, 2011

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

DAVISAIR, INC. and GARY DAVIS.)
Plaintiffs,)

Vs.)

CORPORATE AIR, LLC and)
CAM INVESTMENTS, INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-10-5051

AMENDED COMPLAINT

(Non-Jury)

FILED
2012 NOV 26 AM 10:35
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The Plaintiffs above named, complaining of the Defendants, would respectfully show
unto this Honorable Court as follows:

PARTIES, JURISDICTION, AND VENUE:

1. That the Plaintiff DavisAir, Inc. ("DavisAir") is a corporation organized and operating under the laws of the State of North Carolina.
2. Plaintiff Gary Davis ("Davis"), an individual, is a citizen and resident of County of Charleston, State of South Carolina.
3. Defendant Corporate Air, LLC, ("Corporate Air") is a limited liability company organized and operating under the laws of the State of Pennsylvania.
4. Defendant CAM Investments, Inc. (CAM) is a corporation organized and operating under the laws of the State of Pennsylvania.
5. Jurisdiction and venue of this action are proper in Charleston, South Carolina. The Defendants expressly consented to the venue and jurisdiction of the courts of the State of South Carolina and the County of Charleston with respect to any claims arising under the Redemption and Settlement Agreement ("Redemption") and the Default Agreement or otherwise

arising from the relationship between the parties. Furthermore, the parties expressly agreed that the laws of the State of South Carolina would govern these agreements.

6. Subsequent to the filing of this action, the parties agreed that the case would be heard in the Business Court in Charleston South Carolina.

FACTS:

7. DavisAir is a member and twenty percent (20%) owner of Corporate Air.

8. In 2010, in order to settle an outstanding loan and other disputes, Corporate Air agreed to redeem and purchase DavisAir's entire twenty percent (20%) membership interest in Corporate Air.

9. On August 6, 2010, Plaintiffs and Defendants, along with others, entered into the Redemption, which governed the purchase.

10. On November 19, 2010, Plaintiffs and Defendants, along with others, entered into the Default Agreement that sets forth the actions and events that constitute events of default under the Redemption and other agreements entered into between the parties relating to the purchase.

11. The Redemption and Default Agreements are confidential by their terms and, therefore, are not filed with this Complaint. The parties to this action possess copies of the Redemption and Default Agreements, and the provisions of these documents are incorporated as if fully set forth herein. Copies of the Redemption and Default Agreements will be provided to the Court for in camera review, if necessary.

**FOR A FIRST CAUSE OF ACTION
(Declaratory and Injunctive Relief)**

12. Plaintiffs re-allege and incorporate by reference as though set forth herein verbatim the allegations of Paragraphs 1 through 10 of this Complaint.

13. The Default Agreement provides that Corporate Air shall maintain all of its accounting and financial records in accordance with past practice, provide copies to DavisAir on a monthly basis, and make its controller available to meet with Davis on a bi-monthly basis to review financial transactions and records.

14. The Default Agreement further states that failure to follow this accounting obligation constitutes an event of default.

15. Corporate Air has made progressive payments, as required, towards the purchase of the DavisAir membership interest.

16. Plaintiffs have demanded the complete accounting and financial records from Corporate Air, as required by the Redemption and Default Agreements.

17. Notwithstanding Plaintiffs' demands, Defendants have not provided the complete accounting and financial information to Plaintiffs, as required under the Redemption and Default Agreements.

18. Defendants have, thus, defaulted under the Default Agreement by failing to provide the accounting and financial records as required by the Default Agreement, and by such other actions as may be proven in this action.

19. Upon information and belief, Corporate Air has failed to maintain all of its accounting and financial records in accordance with past practice.

20. Plaintiffs have not received the accounting and financial records it is entitled to under the Default Agreement. However, based on the limited records received, Corporate Air has failed to maintain accounting and financial records in accordance with past practice.

21. Defendants have defaulted under the Default Agreement by this failure.

22. Defendants have refused to make their controller available to meet with Davis on a bi-monthly basis to review financial transactions and records as required by the Redemption and Default Agreement.

23. Davis has repeatedly requested this meeting and has been denied access to the controller unless and until he agrees to certain conditions placed on the meeting by Defendants.

24. Defendants have defaulted under the Default Agreement by failing to allow Davis access to the controller on a bi-monthly basis.

25. The Redemption and Default Agreements state that upon the occurrence of any event of default, among other things, that Plaintiffs have the right to appoint two (2) new representatives to the Membership Committee in place of CAM's two (2) designees and further that a member on the Compensation Committee will be replaced by a member of DavisAir's choosing.

26. Plaintiffs, therefore, pray for an order of this Court declaring Defendants in default of the Redemption and Default Agreements. Plaintiffs reserve their rights to amend and request other remedies provided under law or by the agreements, and further reserve their rights to bring such other and further claims and causes of action as may be determined from the review of documentation and information.

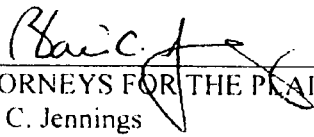
WHEREFORE, Plaintiffs pray judgment against the Defendants including but not limited to the following:

- a) That Defendants be ordered to be in default of the Redemption and Default Agreements, as alleged herein;
- b) That the Plaintiffs be awarded all remedies they are entitled to and described in the Redemption and Default Agreements;

- c) That Plaintiffs be permitted to appoint two (2) new representatives to the Membership Committee in place of CAM's two (2) designees;
- d) That the designated member of the Compensation Committee be replaced by a member of Plaintiffs' choosing;
- e) That Plaintiffs be awarded attorneys' fees and costs; and
- f) That Plaintiffs be awarded such other and further relief as this Court deems just and proper.

Respectfully submitted.

COFFEY, CHANDLER, KENT & MCKENZIE



ATTORNEYS FOR THE PLAINTIFFS
Blair C. Jennings
Lauren L. Felder
4969 Centre Pointe Drive, Suite 102
Post Office Box 40459
N. Charleston, SC 29418

November 8, 2012

N. Charleston, South Carolina

STATE OF SOUTH CAROLINA COURT OF COMMON PLEAS
COUNTY OF CHARLESTON 2011-CP-10-5051

DAVIS AIR,	)	
	)	
Plaintiff,	)	TRANSCRIPT OF RECORD
	)	
-vs-	)	July 25, 2012
	)	
CORPORATE AIR, LLC,	)	Charleston, South Carolina
	)	
Defendant.	)	

B E F O R E:

The Honorable Roger M. Young, Sr., Judge.

A P P E A R A N C E S:

Blair Jennings, Esquire
Attorney for the Plaintiff

Alice Paylor, Esquire
Attorney for the Defendant

Amanda K. Haffenden, RPR, CRR
Circuit Court Reporter

1 (July 25, 2012.)

2 THE COURT: All right. Davis Air versus
3 Corporate Air. You got a motion to compel, haven't been
4 able to work it out?

5 MR. JENNINGS: Yes, Your Honor.

6 THE COURT: You have?

7 MR. JENNINGS: No, we haven't worked it out.

8 THE COURT: Okay.

9 MR. JENNINGS: I think I sent in our memo
10 which outlines the documents that we're still looking
11 for. In essence, as outlined in my memo, this dispute
12 stemmed from a redemption and settlement agreement and
13 default agreement where my client, Davis Air, was being
14 bought out, its 20 percent interest in Corporate Air, and
15 Cam Investments is the majority owner holding 75 percent
16 of Corporate Air.

17 In the settlement and redemption agreement, I
18 outlined in our memo the significant points that were
19 pertinent to our lawsuit that Corporate Air agreed to
20 abide by, the main -- or that Davis Air still retained
21 its rights under the membership agreement of its 20
22 percent interest, that Corporate Air agreed that they
23 would provide or maintain all of their financial records
24 and accounting practices in accord with past practice and
25 would provide copies to Davis Air during the term, which

1 its interest was being bought out, that Corporate Air
2 would not make any distributions to any members without
3 the consent of Davis Air, and obviously Davis Air would
4 receive its 20 percent of any distribution, and then if
5 there were any tax distributions made to Davis Air, that
6 wouldn't be done without Davis Air's consent, and Davis
7 Air would receive a 20 percent distribution to cover its
8 tax liability.

9 When we filed this lawsuit, Your Honor, it
10 was to hold Corporate Air -- to find Corporate Air had
11 defaulted on the default agreement and violated those
12 conditions. What we alleged was that they had failed to
13 provide the financial records as outlined in the
14 redemption and settlement agreement and default
15 agreement. Obviously, without the financial records, we
16 were not in the position to determine if they had
17 violated by taking tax distributions or making any
18 distributions to any of the members.

19 And that's our position, that without the
20 financial records -- while that's a default in and of
21 itself, without the financial records, we're not in a
22 position to determine whether they have defaulted on any
23 of the other conditions, and so that's the basis of the
24 discovery request for these financial records so that we
25 can analyze them to determine if there had been any other

1 defaults.

2 THE COURT: Okay.

3 MS. PAYLOR: Thank you, Your Honor.

4 This is basically a corporate divorce, and
5 the agreement provides that plaintiff would be paid \$1.6
6 million. As of June 2012 only \$384,000 remains owing,
7 and he's getting payments approximately 36 to \$37,000 a
8 month, so he's going to be paid out within the next ten
9 to twelve months.

10 Plaintiff got upset when Corporate Air did
11 not make shareholder distributions in 2011. If they made
12 any distributions, they would have to make them to
13 everybody. The IRS requires that. There is no
14 requirement in any of the agreements that shareholder
15 distributions be made.

16 At that point in time, Mr. Davis began making
17 requests that he be allowed to bring his forensic
18 accountant to the offices of Corporate Air, to sit down
19 with Corporate Air's accountant, and basically go through
20 everything. The way they operated in the past is they
21 provide a summary of the financial record, what's going
22 on financially, and this lawsuit, the only relief
23 requested is a finding that my clients are in default
24 because they have not provided all financial and
25 accounting records, so they're now asking for all of

1 those in discovery, and they're asking for the ultimate
2 relief in this motion to compel.

3 If you give them the accounting records, then
4 they will have gotten what they've asked for in the case,
5 and I sent out a memorandum last Friday. My secretary
6 was out, so it was my Word document, rather than a signed
7 one, and I apologize for that, but what the plaintiff is
8 doing here is he's conducting a fishing expedition. He
9 wants to look at the documents to see if he can make any
10 other claims against Corporate Air when the meat of the
11 agreement is being complied with.

12 He is getting the payments that he's entitled
13 to, and the whole thing will be over shortly. Discovery
14 is restricted to matter, which is relevant to the subject
15 matter involved in the pending action. Relevant evidence
16 is evidence having any tendency to make the existence of
17 any fact that is of consequence to the determination of
18 the action more probable than it would without the
19 evidence.

20 The issue raised by plaintiff, plaintiffs in
21 their complaint, is whether defendants are in default for
22 allegedly failing to provide accounting and financial
23 agreements required, records required by the agreement.
24 The records themselves are not evidence that are relevant
25 to that finding.

1 THE COURT: How could anything not be more
2 relevant?

3 MS. PAYLOR: To the finding of whether he's
4 entitled to get them?

5 THE COURT: I guess your strategy -- I'm
6 thinking out loud here -- at the end of the lawsuit,
7 well, he's got paid everything he's owed, trust us, and
8 we need to have this case dismissed because he's paid
9 everything he's owed, so why does he need the financial
10 records? How are they supposed to verify what he's owed?

11 MS. PAYLOR: He's owed a set amount, \$1.6
12 million, and I don't think there is any dispute about the
13 payments, and they said in paragraph 14 of their
14 complaint that Corporate Air has made payments as
15 required. The ultimate -- what they're asking for, if
16 you look at the complaints, Your Honor, is that you
17 declare that they're in default because all of these
18 records have not been provided and then require the
19 defendants to provide the very records that they are
20 seeking in this motion to compel.

21 That's the relief, the ultimate relief,
22 requested in the lawsuit, so from my perspective, if they
23 go it in discovery, then also it's over and they've
24 gotten everything. This is a multimillion dollar
25 operation. They have so many records. I mean, they own

1 a number of hangers and they do flights and there are a
2 lot of records, so --

3 THE COURT: Well, I guess if they want to pay
4 somebody to go through them, that's costs they're willing
5 to absorb.

6 MS. PAYLOR: Well, I think it's my client's
7 position that they're not entitled to go through them.
8 They're entitled to receive a summary showing what the
9 finances are while they're still receiving payments,
10 under that agreement, and they're not entitled to every
11 accounting record my clients have, and they are
12 conducting their business.

13 This is more, they believe, harassment, to be
14 honest, but that he got angry that they didn't make a tax
15 distribution, which is not part of a lawsuit, Your Honor.
16 The only thing that is part of the lawsuit is to compel
17 production of these records, which is, you know, why my
18 client said, you know, that's the ultimate relief.

19 If you look at the complaint, the relief
20 requested is -- plaintiffs pray for an order of the Court
21 declaring the defendant's in default of the redemption
22 and default agreement and in joining and requiring
23 defendant to provide the required accounting and
24 financial records and production.

25 That's what they're asking for.

1 THE COURT: You left out that part about
2 declaring them in default.

3 MS. PAYLOR: Right.

4 THE COURT: Well, I wouldn't be declaring
5 them in default, which is one of the things they're
6 asking for in the relief. In other words, asking for the
7 documents is not the only thing they're asking for.

8 MS. PAYLOR: But the question is, are my
9 clients in default because they have not provided the
10 documents? That's their basis for the default in their
11 complaint as it reads now. Now, he's come up with a lot
12 of things that, you know, they're speculating about and
13 it's becoming a fishing expedition, basically.

14 THE COURT: Okay.

15 MS. PAYLOR: And so my clients look at this
16 as they're looking for the ultimate relief, if you grant
17 their motion, and I believe -- I couldn't find any South
18 Carolina cases, but I did find other cases, Your Honor,
19 which say that's not relevant evidence to determining
20 whether or not they're -- declaring what an agreement
21 says, which is what this is all about.

22 Thank you.

23 THE COURT: Mr. Jennings?

24 MR. JENNINGS: It's not a fishing expedition.
25 The reason we didn't allege those things in the complaint

1 is because obviously we don't know. The purpose of
2 having the provision in the agreement in the first place
3 to provide the financial records was so my client could
4 know what was going on, and by the fact of them not
5 turning them over, he's basically sitting blind. He's
6 having to rely on them saying oh, no, we haven't made any
7 distributions or we haven't done this.

8 I think basically, if there is nothing to
9 hide, there is no reason not to let them look at the
10 records. If you look at the two examples I cited in my
11 memo, or two specific things which I believe just from
12 the summaries when we've been able to show, the -- if you
13 look at the year 2010 -- and it's not an insubstantial
14 amount of money. You're looking at a distribution of
15 \$270,000, which they used -- since this is a corporate,
16 or a flight -- or a charter flight business, when the
17 owners used the planes, they treat that as a distribution
18 in kind, so when you look at the year 2010, when my
19 client used half of the flight hours as Cam Investments
20 and was charged more money towards his distribution and
21 Cam Investments received \$135,000 cash as a distribution,
22 I think my client is entitled to see, not from one, how
23 that was computed, but also, in 2011, when they claim
24 that no distribution was made, that that means that Cam
25 Investments didn't use any of the planes; otherwise, my

1 client would be entitled to a 20 percent distribution.

2 At this point we're just asking to see the
3 records, to see what's going on. If nothing is going on,
4 then obviously that will be borne out by the review of
5 the records, but as Your Honor pointed out, without
6 looking at the records, my client is not in a position to
7 be able to determine if there have been any other
8 defaults on the agreement.

9 THE COURT: All right. Well, they're
10 entitled to those records. Now, if you feel like you
11 have to have a confidentiality order in place for
12 financial records, tax records, that sort of thing, well,
13 then get together and send me one, and I'll be glad to
14 sign it for you, but the records he's asking for he's
15 entitled to, so let's produce them again within 30 days.

16 MR. JENNINGS: And as I said, my client is
17 also willing to travel up there to meet --

18 THE COURT: If y'all want to work together to
19 work this out, other than her making a copy of them and
20 sending them to you, well, then, by all means, work it
21 out. All right?

22 MR. JENNINGS: Thank you.

23 MS. PAYLOR: Thank you, Your Honor.

24 THE COURT: All right. Thank you.

25 - - -

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(Whereupon, the proceedings were concluded.)

- - -

I, the undersigned Amanda K. Haffenden, RPR, CRR, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Charleston County, South Carolina, on the 25th of July 2012.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 3, 2013

Circuit Court Reporter

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT
DAVIS AIR, AND GARY DAVIS,) CASE NO. 2011-CP-10-5051

Plaintiff,

vs.

CORPORATE AIR, LLC, AND CAM
INVESTMENTS, INC.

Defendants.

**PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION TO DEFENDANTS
CORPORATE AIR, LLC AND CAM
INVESTMENTS, INC**

TO: ALICE PAYLOR, ATTORNEY FOR DEFENDANTS, CORPORATE AIR, LLC
AND CAM INVESTMENTS, INC

YOU WILL PLEASE TAKE NOTICE that Plaintiffs, Davis Air and Gary Davis pursuant to Rule 34 of the South Carolina Rules of Civil Procedure respond within thirty (30) days after the service hereof to produce and permit the Plaintiff to inspect, copy, or photograph, each of the following documents or things which may be in the possession, custody, or control of the Defendants Corporate Air, LLC and CAM Investments, Inc, or its attorney which constitutes or contains evidence relating to the claim or defense of the within cause:

DEFINITIONS

The term "documents" or "things" means all writings of any kind, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise, including, without limitation, correspondences, memoranda, notes, diaries, statistics, letters, telegrams, minutes,

contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, prospectuses, interoffice and interoffice communications, offers, notations of any sort of conversations, telephone calls, meetings, or other communications, bulletins, printed matter, computer printouts, teletypes, telefaxes, invoices, work sheets; and all drafts, alterations, modifications, changes, and amendments to any of the foregoing: graphic or aural records; or representations of any kind, including, without limitation, photographs, charts, microfilm, videotape, recordings, and motion pictures, and electronic, mechanical, or electrical records or representations of any kind, including, without limitation, tapes, cassettes, discs, or other records.

The term "all documents" means every document as above defined known to you, your agents or counsel, and each document or thing which can be located or discovered by reasonably diligent efforts.

REQUESTS FOR PRODUCTION

1. Detailed general ledger for January 1, 2010 through December 31, 2010 for Corporate Air, LLC and CAM Investments, Inc.
2. Detailed general ledger for January 1, 2011 through October 31, 2011 for Corporate Air, LLC and CAM Investments, Inc.
3. Detailed records itemizing all receipts and disbursements records from November 1, 2010 through October 31, 2011.
4. Copies of all bank statements and cancelled checks issued by Corporate Air, LLC and CAM Investments, Inc from November 1, 2010 through December 31, 2010.
5. Copies of all bank statements and cancelled checks issued by Corporate Air, LLC and CAM Investments, Inc from January 1, 2011 through October 31, 2011.

6. Copies of the monthly statements for any credit cards paid through Corporate Air, LLC and CAM Investments, Inc from November 1, 2010 through December 31, 2010.

7. Copies of the monthly statements for any credit cards paid through Corporate Air, LLC and CAM Investments, Inc from January 1, 2011 through December 31, 2011.

8. Detailed records documenting any transaction or distribution between Corporate Air, LLC or CAM Investments, Inc and Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Philip Ehrman and or any company any of these individuals are affiliated with.

9. Detailed flight records and logs documenting any flight aboard a aircraft owed or managed by Corporate Air or any of its affiliates, in which Mark A. Schreiner, Richard Schreiner, Laura Schreiner, Philip Ehrman, Herbert B. Connor and Stephen Frobuck, or their family members, were on board as a passenger or pilot from November 1, 2010 through October 31, 2011.

10. Payroll reports and/or report of any distributions (including distributions to equalize any personal use of company aircraft) from November 10, 2010 through October 31, 2011 from Corporate Air, LLC or CAM Investments, Inc. to Mark A. Schreiner, Richard Schreiner, Laura Schreiner, Phillip Ehrman, Herbert B. Connor and Stephen Frobuck.

11. Records of any loans made to Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Phillip Ehrman from Corporate Air, LLC or CAM Investments, Inc and any associated or affiliated companies from November 10, 2010 through October 31, 2011.

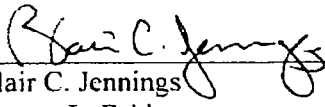
12. Photocopies of the notarized Corporate Air, LLC member meeting minutes from all meetings held between November 10, 2010 and October 31, 2011.

13. A copy of the certified audited financial statements for Corporate Air, LLC and CAM Investments, Inc along with the supporting supplemental information for the years 2008, 2009 and 2010.

14. Copies of the Federal and State tax returns for the years 2008, 2009 and 2010 for Corporate Air, LLC and CAM Investments, Inc.

15. All records associated with the C.A. Encore LLC and the financing through GE Capital for the C.A. Encore Citation.

COFFEY CHANDLER KENT & MCKENZIE P.A.


Blair C. Jennings
Lauren L. Felder
Attorneys for the Plaintiff
4969 Centre Pointe Drive, Suite 102
North Charleston, SC 29423-0459
Telephone: (843) 745-4542
Facsimile: (843) 745-4545

October 24, 2011

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

DAVIS AIR, and GARY DAVIS,

Plaintiffs,

v.

CORPORATE AIR, LLC, and CAM
INVESTMENTS, INC.

Defendants.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT

) CASE NO. 2011-CP-10-5051

) DEFENDANTS' RESPONSES TO
) PLAINTIFF'S FIRST SET OF
) REQUESTS FOR PRODUCTION

TO: BLAIR C. JENNINGS, ESQUIRE, and LAUREN L. FELDER, ESQUIRE,
ATTORNEYS FOR PLAINTIFFS

Defendants Corporate Air, LLC, and CAM Investments, Inc. hereby respond to
Plaintiff's First Set of Requests for Production as follows:

1. Detailed general ledger for January 1, 2010 through December 31, 2010 for Corporate Air, LLC and CAM Investments, Inc.

RESPONSE: Defendants object to this request as being overly broad and burdensome, as well as requesting irrelevant information and information not likely to lead to the production of relevant information to the matters at issue in the Plaintiffs' Complaint. Defendants object that information requested is in fact the object of the Plaintiffs' request for relief to which Plaintiffs are not entitled, unless there is a decision on the merits. Defendants are multimillion dollar businesses and their general ledgers are voluminous.

2. Detailed general ledger for January 1, 2011 through October 31, 2011 for Corporate air, LLC and CAM Investments, Inc.

RESPONSE: See Response to 1.

3. Detailed records itemizing all receipts and disbursement records from November 1, 2010 through October 31, 2011.

RESPONSE: See Response to 1.

4. Copies of all bank statements and cancelled checks issued by Corporate Air, LLC and CAM Investments, Inc., from November 1, 2010 through December 31, 2010.

RESPONSE: See Response to 1.

5. Copies of all bank statements and cancelled checks issued by Corporate Air, LLC and CAM Investments, Inc., from January 1, 2011 through October 31, 2011.

RESPONSE: See Response to 1.

6. Copies of the monthly statements for any credit cards paid through Corporate Air, LLC and CAM Investments, Inc., from November 1, 2010 through December 31, 2010.

RESPONSE: See Response to 1.

7. Copies of the monthly statements for any credit cards paid through Corporate Air, LLC and CAM Investments, Inc., from January 1, 2011 through December 31, 2011.

RESPONSE: See Response to 1.

8. Detailed records documenting any transaction or distribution between Corporate Air, LLC or CAM Investments, Inc., and Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Philip Ehrman and or any company any of these individual are affiliated with.

RESPONSE: This request is overly broad and burdensome and has no time parameters.

9. Detailed flight records and logs documenting any flight aboard a aircraft owned or managed by Corporate Air or any of its affiliates, in which and Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Philip Ehrman, Herbert B. Connor and Stephen Frobuck, or their family members, were on board as a passenger or pilot from November 1, 2010 through October 31, 2011.

RESPONSE: Defendants object to this request as requesting irrelevant information and information not likely to lead to the production of relevant information to the matters at issue in the Plaintiffs' complaint, it being noted, that Mark Schreiner and Laura Schreiner are pilots and regularly are dispatched with passengers who are not directly or indirectly parties to this lawsuit.

10. Payroll reports and/or report of any distributions (including distributions to equalize any personal use of company aircraft) from November 10, 2010 through October 31, 2011 from Corporate Air, LLC or CAM Investments, Inc. to Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Philip Ehrman, Herbert B. Connor and Stephen Frobuck.

RESPONSE: To the extent of the request for payroll reports, this request is requesting irrelevant information and information not likely to lead to the production of relevant information to matters at issue in the Plaintiffs' complaint.

11. Records of any loans made to Mark A. Schreiner, Richard Schreiner, Laura Schreiner and Philip Ehrman from Corporate Air, LLC or CAM Investments, Inc. and any associated or affiliated companies from November 10, 2010 through October 31, 2011.

RESPONSE: There have been no such loans and therefore no records, but records of loans to Corporate Air, LLC from CAM Investments, Inc. will be produced.

12. Photocopies of the notarized Corporate Air, LLC member meeting minutes from all meetings held between November 10, 2010 and October 31, 2011.

RESPONSE: None

13. A copy of the certified audited financial statements from Corporate Air, LLC and CAM Investments, Inc. along with the supporting supplemental information for the years 2008, 2009, and 2010.

RESPONSE: Provided to DavisAir previously. With respect to 2008 and 2009, irrelevant as all such matters were settled in the Redemption and Settlement Agreement. A copy of 2010 is being produced herewith.

14. Copies of the Federal and State tax returns for the years 2008, 2009 and 2010 for Corporate Air, LLC and CAM Investments, Inc.

RESPONSE: See response to Number 13. A copy of 2010 is being produced herewith.

15. All records associated with the C.A. Encore LLC and the financing through GE Capital for the C.A. Encore Citation.

RESPONSE: This request is requesting irrelevant information and not likely to lead to the production of relevant information for matters at issue in Plaintiffs' complaint. Plaintiffs have no liability with regard to this financing.

ROSEN, ROSEN & HAGOOD, LLC

By: Alice F. Paylor
Alice F. Paylor
P.O. Box 893
Charleston, SC 29401
(843) 577-6726

ATTORNEY(S) FOR DEFENDANTS

Charleston, South Carolina
January 5, 2012

CERTIFICATE OF SERVICE

I certify that on January 5, 2012, I caused to be mailed or delivered a true copy of the foregoing pleading(s) to each counsel of record.

Alice F. Paylor
Attorney for Defendants

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Circuit Court Judge

Appellate Case No. 2012-212725

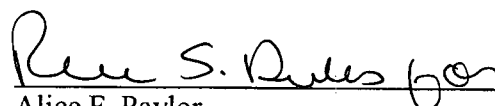
DAVIS AIR, INC., and GARY DAVIS, Respondents.

vs.

CORPORATE AIR, LLC, and
CAM INVESTMENTS, INC., Appellants,

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.



Alice F. Paylor
ROSEN, ROSEN & HAGOOD, LLC
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726 (o)
(843) 724-8036 (f)
ATTORNEYS FOR APPELLANTS

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Circuit Court Judge

Appellate Case No. 2012-212725

DAVIS AIR, INC., and GARY DAVIS, Respondents.

vs.

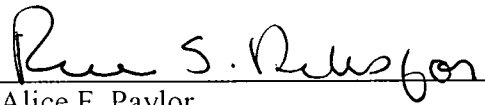
CORPORATE AIR, LLC, and
CAM INVESTMENTS, INC., Appellants,

PROOF OF SERVICE

I certify that I have served the Appellants' Record on Appeal on Respondents by U.S. Mail, postage prepaid, on July 25, 2013, addressed to their attorneys of record as follows:

Blair Jennings, Esquire
Lauren Felder, Esquire
COFFEY CHANDLER & KENT, PA
4969 Centre Point Drive, Suite 102
North Charleston, SC 29423

Attorneys for Respondents



Alice F. Paylor
ROSEN, ROSEN & HAGOOD, LLC
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(843) 577-6726 (o)
(843) 724-8036 (f)
ATTORNEY FOR APPELLANTS

RECEIVED

JUL 29 2013

SC Court of Appeals