

RECEIVED

Jan 07 2025

S.C. SUPREME COURT

THE SUPREME COURT OF SOUTH CAROLINA

ARO-D Enterprises, LLC, Respondent,

v.

Tiger Enterprises & Trading, Inc., Bonnie Walker and Dwight Walker, Petitioners,

Tiger Enterprises and Trading, Inc., Third-Party Plaintiff/Petitioners,

v.

Rudy A. Dixon, Frank T. Gangi, and T3 Aviation, LLC, Third-Party Defendants/Respondents.

Appellate Case No. 2024-000777

APPENDIX VOLUME ONE

/s/Wesley D. Few
Wesley D. Few, LLC
Post Office Box, 9398
Greenville, SC 29604
(864) 527-5906 | wes@wesleyfew.com

ATTORNEYS FOR
APPELLANTS/PETITIONERS
TIGER ENTERPRISES & TRADING
COMPANY INC., BONNIE WALKER AND
DWIGHT WALKER

THE SUPREME COURT OF SOUTH CAROLINA

ARO-D Enterprises, LLC, Respondent,

v.

Tiger Enterprises & Trading, Inc., Bonnie Walker and Dwight Walker, Petitioners,

Tiger Enterprises and Trading, Inc., Third-Party Plaintiff/Petitioners,

v.

Rudy A. Dixon, Frank T. Gangi, and T3 Aviation, LLC, Third-Party Defendants/Respondents.

Appellate Case No. 2024-000777

APPENDIX TABLE OF CONTENTS

APPENDIX IX BATES NO. FROM	APPENDIX BATES NO. TO	DATE FILED	DESCRIPTION
001 to	301	4/28/2022	Record on Appeal
302 to	338	5/18/2022	Respondents' Final Brief
339 to	351	3/18/2022	Appellants' Final Brief
352 to	357	8/1/2022	Appellants' Final Reply Brief
358 to	362	2/4/2024	Court of Appeals Opinion (Affirmed)
363 to	382	3/7/2024	Appellants' Petition for Rehearing to Court of Appeals
383 to	384	4/12/2024	Order Denying Appellant's Petition for Rehearing

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2301886

ARO D Enterprises LLC et al
PLAINTIFF(S)

Tiger Enterprises & Trading Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See Page 2.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/11/2020 .

Frank T Gangi
Rudy A Dixon
Tiger Enterprises And Trading Inc
T3 Aviation LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

This matter comes before the Court upon Plaintiff's Motion for Preliminary Injunction and Appointment of a Receiver. The matter was heard on June 11, 2020 and was conducted pursuant to the Order of the South Carolina Supreme Court for the "Operation of the Trial Courts During the Coronavirus Emergency" issued on April 3, 2020 (as amended) (hereinafter "Emergency Order"). The parties consented to holding the hearing via videoconference with a Court Reporter. Participating in the hearing were J.J. Andrighetti for the Plaintiffs and Wesley Few for the Defendants.

After review of the record and hearing argument of counsel, the Court finds that the Plaintiff has not established the required elements for a Preliminary Injunction or the Appointment of a Receiver. Therefore, Plaintiff's Motion is denied. In conjunction with the hearing, counsel for their respective parties did enter an agreement as follows:

- 1) No portion of the Hawker inventory as defined in Plaintiff's Motion shall be sold, rented or disposed of in any manner without the written consent of both parties-ARO D Enterprises, LLC and Tiger Enterprises & Trading Inc.
- 2) All proceeds from any sale, lease or disposal of the Hawker inventory shall be deposited in a trust account of one of the attorneys in this action as designated by the parties;
- 3) The parties shall actively market the Hawker inventory; and
- 4) In the event that any inspection is requested by any party, then such inspection shall be performed by Forensic Research Group, Inc. and its Director, Michael F. O'Shea and reports provided to all parties.

This agreement was placed on the record and is the Order of the Court.

It is so Ordered.



Greenville Common Pleas

Case Caption: ARO D Enterprises LLC , plaintiff, et al vs. Tiger Enterprises & Trading Inc , defendant, et al
Case Number: 2020CP2301886
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2020-06-11 15:09:56 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-23-01886

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker and Dwight Walker,

Defendants/Counterclaimants.

**ORDER ON PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY
JUDGMENT**

Tiger Enterprises and Trading, Inc.,

Third-Party Plaintiffs,

v.

Rudy A. Dixon, Frank T. Gangi, and T3
Aviation, LLC,

Third-Party Defendants.

This matter came before the Court on Plaintiff's Motion for Partial Summary Judgment. On March 9, 2021, a hearing was held on this motion along with several other motions filed in this case. Plaintiff and Third-Party Defendant Rudy A. Dixon were represented at the hearing by J.J. Andrighetti, Esq. Defendants/Third-Party Plaintiffs were represented at the hearing by Wesley D. Few, Esq. Third-Party Defendants Frank T. Gangi and T3 Aviation, LLC were represented by Steven Edward Buckingham, Esq and Frank Gangi was also present. After hearing arguments from the parties and considering the pleading, affidavits, memoranda, and other evidence previous of record and presented at the hearing, the Court finds that Plaintiff is entitled to summary judgment as to its Claim and Delivery cause of action.

DISCUSSION

a. Summary Judgment Standard

A motion for summary judgment should be granted when “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” *Rule 56(c), SCRPC; Wells v. City of Lynchburg*, 331 S.C. 296, 301, 501 S.E.2d 746, 749 (Ct. App. 1998). In determining whether any triable issues of fact exist, the reviewing court must consider all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party. *Willis v. Wu*, 362 S.C. 146, 151, 607 S.E.2d 63, 65 (2004).

Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Nelson v. Charleston County Parks & Recreation Comm’n*, 362 S.C. 1, 5, 605 S.E.2d 744, 746 (Ct. App. 2004). However, “when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004).

The moving party has the initial responsibility of demonstrating the absence of a genuine issue of material fact. *Rule 56(c), SCRPC*. Once the moving party carries its initial burden, the non-moving party must “do more than simply show that there is some metaphysical doubt as to the material facts” but “must come forward with ‘specific facts showing that there is a genuine issue for trial.’” *Baughman v. American Telephone and Telegraph Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (emphasis in original) (citation omitted). The non-moving party must set forth facts, “as would be admissible in evidence,” to show that a true jury issue exists. *Rule 56(e)*,

SCRCP. “Ultimate or conclusory facts and conclusions of law, as well as statements on ‘information and belief’ cannot be utilized on a summary judgment motion.” *Dawkins v. Fields*, 354 S.C. 58, 68, 580 S.E.2d 433, 438 (2003) (quoting Charles Alan Wright et al., *Federal Practice and Procedure* § 2738 (3d ed. 2007)).

b. Factual Background

Plaintiff is engaged in the business of buying and deconstructing damaged or inoperable planes for the purpose of selling parts to third party airline operators and part suppliers. In the instant case, Plaintiff purchased the rights to a Hawker 4000 business jet from the Nigerian government. The Plaintiff traveled to Nigeria in the summer of 2019 to begin deconstructing the Hawker 4000. He shipped the parts removed from the Hawker 4000 (“Hawker Inventory”) to Defendant Tiger Enterprises & Trading, Inc. (“TET”) at TET’s warehouse in Greenville County.

It is clear from the record that prior to shipping the Hawker Inventory, Plaintiff and Defendants had several discussions related to the sale of the Hawker Inventory. Plaintiff and Defendants acknowledge that the discussions were lengthy but, ultimately, unfruitful. (Aff. Dwight Walker, Pars. 4-14; Hansen Dep. 59:1-6; Aff. Rudy Dixon, Par. 6). Defendants and Plaintiff further testified that no written contract was ever agreed to or executed by either party (Aff. Rudy Dixon, Par. 6; Hansen Dep. 59:15-17).

It is also undisputed that Plaintiff is the rightful owner of the Hawker Inventory. (Aff. Rudy Dixon, Par. 5; Hansen Dep. 149:6-10). Plaintiff, as rightful owner, demanded the return of the Hawker Inventory when he visited the warehouse and offices of TET in late August, 2019. (Hansen Dep. 149:21-23). TET did not release the Hawker Inventory to Plaintiff and instead, retained it for debts allegedly owed by Plaintiff to TET. (Hansen Dep. 149:23-25).

c. Discussion

Plaintiff argues it is entitled to summary judgment on its second cause of action for Claim and Delivery of the Hawker Inventory. Plaintiff seeks immediate possession of the Hawker Inventory. Defendant TET argues that it has a consignment agreement with the Plaintiff and is entitled to retain the Hawker Inventory to secure payment for breach of the consignment agreement and other damages. Plaintiff denies any such consignment agreement or security interest exists.

"An action in claim and delivery is an action at law for the recovery of specific personal property." First Palmetto State Bank and Trust Co. v. Boyles, 394 S.E.2d 313, 302 S.C. 136 (S.C. 1990). However, such recovery may be limited by a security interest as set forth in the South Carolina Uniform Commercial Code. S.C. Code § 36-9-203(b) provides, in part “. . . a security interest is enforceable against the debtor and third parties with respect to collateral only if: . . . (3) one of the following conditions is met: . . . (A) the debtor has authenticated a security agreement that provides a description of the collateral” The finding of this Court thus rests on the determination of whether an authenticated security agreement exists. SC Code § 36-9-102(7)(A) is clear unequivocal; “‘Authenticate’ means to sign”

Defendant TET’s Vice-President Dan Hansen testified that no signed agreement existed, as previously cited herein. Similarly, Defendant Dwight Walker, TET’s co-owner, acknowledged that Plaintiff refused to sign consignment agreement. (Aff. Dwight Walker, Par. 34). The Defendants have failed to provide any evidence or testimony claiming the existence of a contract or written, signed agreement between the parties. Defendants further argue that summary judgment is premature because discovery is not yet completed. Notwithstanding the fact that this case is nearly one year old, Defendants have not provided any indication that additional discovery

would lead to admissible evidence that a written agreement exists, which the Defendants have already testified does not exist.

WHEREFORE, based on the foregoing, the Court hereby orders as follows:

1. Plaintiff's motion for partial summary judgment is granted.
2. Defendants shall release the Hawker Inventory into the care and custody of Plaintiff or its authorized agents and representatives within twenty (20) days of the entry of this Order.
3. This Court shall retain jurisdiction for the purpose of ensuring the release of the Hawker Inventory is conducted in accordance with this Order.

IT IS SO ORDERED.

Judge Gravely's E-Signature Page to Follow



Greenville Common Pleas

Case Caption: ARO D Enterprises LLC , plaintiff, et al vs. Tiger Enterprises & Trading Inc , defendant, et al
Case Number: 2020CP2301886
Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2021-04-16 12:43:11 page 6 of 6

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-23-01886

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker and Dwight Walker,

Defendants/Counterclaimants.

Tiger Enterprises and Trading, Inc.,

Third-Party Plaintiffs,

v.

Rudy A. Dixon, Frank T. Gangi, and T3
Aviation, LLC,

Third-Party Defendants.

**ORDER ON THIRD-PARTY
DEFENDANTS' MOTION FOR
PARTIAL SUMMARY JUDGMENT**

THIS MATTER came before the Court on a Motion for Partial Summary Judgment filed by T3 Aviation, Inc. and Frank T. Gangi. A virtual hearing on this Motion—which was heard at the same time as several other motions filed in the case—was held on Tuesday, March 9, 2021. Present at the hearing were the following: (1) for Third-Party Defendants T3 Aviation, Inc. and Frank T. Gangi, Steven Edward Buckingham, Esq.; (2) for Defendants and Third-Party Plaintiff, Wesley D. Few, Esq.; and (3) for Plaintiff and Third-Party Defendant Rudy A. Dixon, J.J. Andrighetti, Esq. Upon due consideration of the written submissions of the parties, as well as the arguments of their

counsel, the Motion for Partial Summary Judgment of T3 Aviation, Inc. and Frank T. Gangi is **GRANTED**.

Because the Court is entering a separate order on a motion for partial summary judgment submitted by ARO-D Enterprises, LLC, which has a more complete discussion of the facts pertinent to the disposition of this motion, the Court will here be brief.

The long-and-short of the matter is this: Plaintiff and Defendant Tiger Enterprises & Trading, Inc. (“TET”) were engaged in a business relationship that fell apart before a contract could be formed. It seems undisputed that Plaintiff, who participates in the aircraft industry buying and selling decommissioned aircraft, purchased a passenger plane from a foreign government. The plane could not be sent back to the United States as one piece; instead, it had to be torn down piece-by-piece then shipped to the United States. As the Court understands the situation, as Plaintiff was able to remove parts from the aircraft, those parts were sent back to TET’s warehouse in Greenville County.

It seems that, early on in this arrangement, there were discussions between Plaintiff and TET about TET buying parts from the aircraft, or perhaps the aircraft as a whole; later, it seems that the discussion shifted to where the parties were contemplating Plaintiff entering into some form of a consignment agreement with TET with regard to parts of the plane. However, it does not appear that any agreement was ever entered into between Plaintiff and TET before their relationship soured. As the Court understands the situation, whatever arrangement the parties were previously operating under had ended by September 2019, when Plaintiff demanded that TET release the parts of the aircraft that TET was still in possession of and TET refused. This exchange seems to have prompted the initiation of legal action, which has devolved into the present tangle of counterclaims and third-party claims.

For purposes of resolving the immediate motion, however, there are only a few salient facts the Court needs to acknowledge. In considering these facts, the Court is mindful of the familiar standards of review. Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Rule 56(c), SCRCP. When determining if any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. See, e.g., Summer v. Carpenter, 328 S.C. 36, 492 S.E.2d 55 (1997). The Court has carefully considered the merits of the instant motion, and, despite Rule 56's predisposition toward non-moving parties, finds that the partial summary judgment requested by T3 Aviation, Inc. and Mr. Gangi is warranted.

The first issue on which T3 Aviation, Inc. and Mr. Gangi have requested summary judgment pertains to TET's third-party claim against them for tortious interference. According to the allegations of the third-party complaint, T3 Aviation, Inc. and Mr. Gangi are alleged to have tortiously interfered with a contract between Plaintiff and TET. However, T3 Aviation, Inc. and Mr. Gangi, through their counsel, have been adamant that no contract ever existed between Plaintiff and TET. In their motion for partial summary judgment, T3 Aviation, Inc. and Mr. Gangi explained that it is the undisputed testimony of TET's vice-president that TET never had a contract with Plaintiff, and that this is corroborated by an affidavit filed by Plaintiff's owner. TET, for its part, was unable to rebut these assertions. When pressed at the hearing on these motions whether a valid, enforceable agreement existed between Plaintiff and TET with regard to TET's claim to ownership or possession of the parts at issue, TET was unable to present even a scintilla of admissible evidence to the Court to establish that such an agreement did, in fact, exist. Accordingly, to the extent that any action is predicated on the existence of a valid, enforceable agreement between Plaintiff and TET, that action must necessarily fail as a matter of law.

This determination affects not only the sufficiency of legal actions between Plaintiff and TET, which are addressed in a separate order. It also affects T3 Aviation, Inc. and Mr. Gangi. As these parties have pointed out, they have been sued by TET for tortious interference with contract. The foundational element of an action for tortious interference is the existence of a valid contract. See, e.g., Camp v. Springs Mortg. Corp., 310 S.C. 514, 517, 426 S.E.2d 304, 305 (1993). Having concluded that a valid, enforceable agreement did not exist between Plaintiff and TET with regard to the aircraft parts at issue, it necessarily follows that TET cannot have a legally cognizable claim against T3 Aviation, Inc. and Mr. Gangi for tortious interference with that non-existent contract. Consequently, summary judgment is granted in T3 Aviation, Inc.'s and Mr. Gangi's favor on that third-party cause of action.

Moreover, the Court understands that T3 Aviation, Inc. and Mr. Gangi filed counterclaims against TET seeking, among other things, a declaratory judgment that no valid, enforceable contract existed between TET and Plaintiff capable of sustaining claims for tortious interference against them. To the extent that such actions for declaratory relief seek to establish that judgment, that is also necessarily granted.

The final matter that T3 Aviation, Inc. and Mr. Gangi have sought partial summary judgment on pertains to TET's third-party claim against them for violation of the South Carolina Unfair Trade Practices Act. S.C. Code § 39-5-10 et seq. To recover in an action under SCUTPA, the plaintiff must show that: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive acts. See, e.g., Wright v. Craft, 372 S.C. 1, 20, 640 S.E.2d 486, 498 (Ct. App. 2006).

According to the allegations of the third-party complaint against T3 Aviation, Inc. and Mr. Gangi, these defendants made false statements of fact to TET by which TET was deceived. However, in their motion for partial summary judgment, T3 Aviation, Inc. and Mr. Gangi asserted that TET has failed to identify what false statements were made by either of them to TET, how TET has sustained any damages in reliance on those statements, and how this matter—a dispute among private parties to a single commercial transaction—is within the scope of protection afforded by SCUTPA. TET has not rebutted these deficiencies. Accordingly, as a matter of law, summary judgment must be entered in favor of T3 Aviation, Inc. and Mr. Gangi as to TET's SCUTPA action.

Accordingly, for the foregoing reasons, and to the extent described above, the motion for partial summary judgment submitted by T3 Aviation, Inc. and Mr. Gangi is **GRANTED**.

It is **SO ORDERED**.

Judge Gravely's E-Signature Page to Follow



Greenville Common Pleas

Case Caption: ARO D Enterprises LLC , plaintiff, et al vs. Tiger Enterprises & Trading Inc , defendant, et al
Case Number: 2020CP2301886
Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2021-04-16 12:43:31 page 6 of 6

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP2301886

ARO D Enterprises LLC et al
PLAINTIFF(S)

Tiger Enterprises & Trading Inc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Court issued 2 separate orders granting Partial Summary Judgment: 1) To 3rd Party Defendants and 2) To Plaintiff on certain causes of action. The Orders were issued on April 16, 2021. Defendants filed a Motion to Alter or Amend these Orders on numerous grounds. The Plaintiff and Third Party Defendants filed their responses, and Defendants' counsel sought additional time to respond to their Memoranda due to some personal circumstances, and the Court readily agreed to such an extension. Now, it is time to address Defendants' Motion and the Court has determined that a hearing is not necessary for this purpose. The Court has carefully reviewed the submissions by all parties and does not find a basis for altering or amending its previous Order. Therefore, Defendants' Motion is respectfully denied and the Orders of April 16, 2021 are affirmed and the parties should take appropriate action to comply with the referenced orders. It is so Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/05/2021 .

Rudy A Dixon
Tiger Enterprises And Trading Inc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Greenville Common Pleas

Case Caption: ARO D Enterprises LLC , plaintiff, et al vs. Tiger Enterprises & Trading Inc , defendant, et al
Case Number: 2020CP2301886
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2021-07-05 16:58:12 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker and Dwight Walker,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-23-_____

**COMPLAINT
(Jury Trial Demanded)**

Plaintiff ARO-D Enterprises, LLC, by and through its undersigned counsel, complaining of Defendants Tiger Enterprises & Trading, Inc., Bonnie Walker, and Dwight Walker (collectively referred to as “Defendants”) (all parties are collectively referred to as “Parties”), state as follows:

PARTIES

1. Plaintiff ARO-D Enterprises, LLC (“ARO”) is a limited liability company organized and existing under the laws of the State of Florida. ARO’s principal place of business is in Tampa, Florida.

2. Defendant Tiger Enterprises & Trading, Inc. (“TET”) is a corporation organized and existing under the laws of the State of South Carolina. Upon information and belief, TET’s principal place of business is in Fountain Inn, South Carolina.

3. Upon information and belief, Defendant Bonnie Walker is the President, Chief Financial Officer and majority owner of TET. Upon information and belief, Bonnie Walker is, and was during the relevant time period, domiciled in and a citizen of the State of South Carolina.

4. Upon information and belief, Defendant Dwight Walker is the Chief Executive Officer of TET. Upon information and belief, Dwight Walker is, and was during the relevant time period, domiciled in and a citizen of the State of South Carolina.

5. Venue is proper in this Court because a substantial portion of the transactions, occurrences, and chattel underlying Plaintiff's claims occurred in Greenville County and because TET, a corporate defendant, does business relating to the events or omissions alleged within Greenville County.

FACTUAL ALLEGATIONS

6. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

7. Defendant TET is an aviation support company, and Defendants are in the business of selling aircraft and airframe components, sub-assemblies, engines, and engine parts to various purchasers including airline operators, original equipment manufacturers, authorized repair stations, and after-market suppliers.

8. ARO is a company owned and operated by Rudy Dixon ("Dixon"). ARO acquires aircraft, airframe components, sub-assemblies, engines, and engine parts and re-sells same to various third parties.

9. ARO purchased a Hawker 4000 ("Hawker"), which is a mid-size business jet manufactured by Hawker Beechcraft. The Hawker was previously owned by the Federal Republic of Nigeria and was located near Lagos, Nigeria.

10. ARO planned to disassemble the Hawker and sell the parts and components to a single purchaser or a small number of purchasers.

11. Defendant Dwight Walker and Dixon held discussions about TET's possible

purchase of the various Hawker parts and components after ARO completed disassembly of the Hawker. During those discussions, Dwight Walker stated that TET would be interested in either purchasing the Hawker inventory or identifying a third party to purchase same.

12. On October 2, 2018, Dwight Walker emailed a letter to Dixon (“2018 Agreement”) stating that he had identified a “business associate” that was interested in purchasing the Hawker airframe and all components except for the engines. Dwight Walker requested a list of parts and components from the Hawker.

13. Dixon identified the parts and components from the Hawker that would be available to sell to Walker’s “business associate.” Upon receipt of this information, on November 8, 2018, Dwight Walker emailed a “Consignment Agreement” to Dixon proposing that TET serve as the authorized reseller of the entire inventory of Hawker parts on a part-by-part basis.

14. On behalf of ARO, Dixon rejected TET’s offer and reminded Walker that ARO was only interested in selling the whole inventory or significant portions thereof to a limited number of purchasers rather than piecemeal.

15. Dixon and Walker continued their discussions over the next several months and they agreed that ARO could ship the disassembled Hawker parts and components (“Hawker inventory”) to TET’s warehouse for inspection, after which ARO and TET could negotiate and execute a purchase agreement for same. They further agreed that if ARO and TET were unable to negotiate mutually agreeable terms, ARO would be responsible for warehousing and any shipping costs incurred by TET.

16. Dixon traveled to Nigeria in July 2019 to begin disassembly of the Hawker and notified Dwight Walker of his plans. Dixon began shipping the Hawker inventory to TET’s

Fountain Inn warehouse on July 18, 2019.

17. While in Nigeria, Dixon informed Walker that TET was authorized to release specified components from the Hawker inventory to T3A Aviation, Inc. (“T3A”).

18. In an attempt to unilaterally establish TET as the gatekeeper to the Hawker inventory, Dwight Walker emailed a T3A representative and claimed that TET was the authorized marketing company and re-seller for the Hawker inventory. Additionally, Walker provided T3A with an unsolicited quote for various parts and components of the Hawker inventory.

19. Dixon returned to the United States in August 2019 and visited TET’s offices on August 28, 2019 to meet with Dwight Walker and negotiate a purchase agreement for the Hawker parts and components.

20. During the meeting, Dwight Walker informed Dixon that TET had sold several parts from the Hawker inventory, from which ARO could expect to receive \$9,500.00. Dwight Walker further informed Dixon that TET would not purchase the parts. Dixon demanded the return of the Hawker inventory immediately, but Dwight Walker refused.

21. TET subsequently tendered a payment of \$9,500.00 but failed to provide any information itemizing the parts sold, the sales price, or the identity of any purchaser.

22. Dan Hansen, TET’s Vice President, submitted a proposal to purchase the Hawker inventory on September 3, 2019, which ARO rejected.

23. Dixon again requested the release of the Hawker inventory on September 13, 2019. The request was reiterated on September 16 and 17, 2019. Dan Hansen replied on September 17, 2019 stating that the Hawker inventory would not be released until such time as Tiger had received payment for an invoice that was still yet to be prepared by Bonnie Walker.

24. Bonnie Walker emailed an invoice identified as ARO-0003 to Dixon on September 18, 2019 requesting payment in the amount of Eighty-four Thousand, One Hundred Fifty-eight and 20/100's (\$84,158.20) Dollars. This invoice included commissions for parts that were sold by ARO directly to T3A as well as other unsubstantiated charges.

25. Bonnie Walker further represented that TET would "be professional and kind as we wrap up this situation and if one or two parts need to ship, we will gladly accommodate that request prior to payment so we don't hold up an[y] transactions."

26. Subsequent to Bonnie Walker's statements, Dixon authorized and directed TET to release specified components to T3A. TET has refused to do so as of the date of this Complaint.

27. Upon information and belief, in violation of their duties and obligations under the Agreement and applicable law, Defendants have mismanaged, wasted, misappropriated, and converted the Hawker inventory that is the rightful property of ARO.

28. Upon information and belief, Defendants have received funds from sales of the Hawker inventory and have deducted amounts from those funds in excess of costs incurred by TET.

29. Upon information and belief, Defendants have misappropriated and used funds and assets belonging to ARO to pay debts and obligations of TET that are unrelated to the shipping and storage of the Hawker inventory.

30. Upon information and belief Defendants have, without Plaintiff's knowledge, consent, or authority, and in disregard of the Parties' discussion and Defendants' own statements, seized and detained the Hawker inventory and demanded payment for its release without authority or right to do so.

31. Upon information and belief, Defendants have sold a portion of the Hawker inventory without Plaintiff's agreement on the value or pricing.

32. Due to concerns related to Defendants' actions, as set forth above, Plaintiff has since September 2019, demanded a full and complete accounting of the Hawker inventory, including, but not limited to any and all shipping charges and other costs incurred by TET. To date, Defendants have refused and failed to provide a full and complete accounting. Defendants' refusal to provide a full and complete accounting has further heightened Plaintiff's suspicions about the propriety of Defendants' actions.

33. Defendants' unilateral actions in controlling and selling the Hawker inventory imposed upon Defendants the responsibility for processing sales proceeds promptly and correctly, but Defendants have mismanaged the payment of sales proceeds to Plaintiff.

34. In violation of their obligations under applicable law, Defendants are now attempting to exert exclusive dominion, control, and ownership over the Hawker inventory, to the exclusion and detriment of Plaintiff.

FOR A FIRST CAUSE OF ACTION
(Bailment)

35. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

36. Plaintiff caused the Hawker inventory to be delivered to Defendant TET.

37. Plaintiff delivered the Hawker inventory to TET for the purpose of storage and to allow TET to inspect the Hawker inventory to appraise the condition of same before negotiating and executing a purchase agreement; thus, creating a bailment.

38. Plaintiff and TET were unable to reach mutually agreeable terms regarding the purchase of the Hawker inventory.

39. The bailment was one of mutual benefit. Plaintiff retained ownership of the Hawker inventory and was allowed to store same with TET. TET had the right to charge reasonable fees and costs for services and goods related to the shipping and storage of the Hawker inventory.

40. TET has breached its duty as bailee to Plaintiff in the following particulars, without limitation:

- a. Failing to properly account for the Hawker inventory it received;
- b. Failing to maintain possession of the Hawker inventory that Plaintiff entrusted in TET's care;
- c. Selling and/or release a portion of the Hawker inventory without Plaintiff's knowledge or authority; and
- d. Failing to release the remaining Hawker inventory upon demand for same.

41. TET acted intentionally, willfully, wantonly, and grossly negligently in performance of its duties as bailee.

42. Plaintiff is informed and believes that it is entitled to judgment against TET for actual damages with pre-judgment and post-judgment interest thereon, as well as punitive damages in an amount to be determined by a jury at the trial of this case.

FOR A SECOND CAUSE OF ACTION
(Claim and Delivery)

43. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

44. The Hawker inventory is the Plaintiff's property and Plaintiff has demanded its release or return

45. TET has wrongfully detained Plaintiff's property without any legal or equitable authority.

46. Plaintiff is entitled to the immediate release or delivery of its property.

47. Plaintiff is entitled to recover actual and punitive damages for TET's wrongful detention of Plaintiff's property.

FOR A THIRD CAUSE OF ACTION
(Restitution/Unjust Enrichment)

48. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

49. Plaintiff conferred a benefit on TET by allowing it to have temporary possession of the Hawker inventory.

50. The benefit conferred on TET was non-gratuitous insomuch as TET was required to purchase the Hawker inventory or return same to Plaintiff.

51. TET has benefited from possession of the Hawker inventory delivered to it by Plaintiff.

52. It would be inequitable for TET to retain possession of this benefit without payment to Plaintiff.

53. Plaintiff is entitled to recover the Hawker inventory.

FOR A FOURTH CAUSE OF ACTION
(Unfair Trade Practice Act)

54. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

55. TET is a company within the meaning of § 39-5-10, *et seq.* of the South Carolina Code of Laws (1976), as amended, commonly known as the South Carolina Unfair Trade Practices Act.

56. TET has willfully and knowingly engaged in unfair and deceptive acts and practices

in the conduct of their trade or commerce in violation of § 39-5-20 of the South Carolina Code of Laws, (1976), as amended.

57. TET regularly uses deceptive practices in the conduct of its business.

a. TET has previously engaged in similar conduct as is complained of herein. TET was sued in U.S. District Court, District of South Carolina, C.A. No. 6:15-cv-02113-BHH wherein TET was alleged to have improperly accounted for inventory belonging to that of a third party, engaging in unauthorized sales to third parties, and failing to properly account for the proceeds of said sales.

b. TET continued to engage in this same deceptive and fraudulent conduct and was sued in South Carolina Court of Common Pleas, Thirteenth Judicial Circuit, C.A. No. 2017-CP-23-00225. Specifically, Plaintiff breached a previous settlement agreement with a third party by continuing to engage in deceptive conduct, failing to properly account for inventory, and failing to release or return inventory belonging to a third party.

58. TET's actions have an adverse impact on the public's interest.

59. That as a direct and proximate result of TET's actions, Plaintiff has sustained an ascertainable loss.

60. That as a result of TET's willful and knowing violation of § 39-5-10 *et seq.* of the South Carolina Code of Laws (1976), as amended, Plaintiff is entitled to treble damages, attorney's fees, and the costs of this action.

FOR A FIFTH CAUSE OF ACTION
(Constructive Fraud as to Defendant TET
and Defendants Bonnie Walker and Dwight Walker, individually)

61. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

62. Defendants misrepresented to Plaintiff that TET would ensure accurate tracking of the Hawker inventory; manage the Hawker inventory in good faith; and release or return the Hawker inventory if TET and Plaintiff were unable to negotiate a mutually agreeable purchase agreement for the Hawker inventory.

63. Defendants' misrepresentations were false and material, and Defendants either knew of their falsity and/or displayed a reckless disregard of their truth or falsity.

64. Defendants intended for Plaintiff to rely upon the promises outlined above in an attempt to induce Plaintiff to deliver the Hawker inventory to Defendant TET's warehouse, after which, Defendants intended to hold the Hawker inventory in an attempt to leverage Plaintiff into accepting a purchase agreement or consignment agreement to Defendants' benefit.

65. Plaintiff was not aware that Defendants did not intend to fulfill their promises, and thus Plaintiff believed Defendants' representations to be true.

66. Plaintiff reasonably and justifiably relied upon Defendants' misrepresentations and surrendered legal rights, both by shipping the Hawker inventory to Defendant TET's warehouse and permitting TET to store and inspect the Hawker inventory in return for promises that TET would ensure accurate tracking of same; manage the Hawker inventory in good faith; and return or release the Hawker inventory if TET and Plaintiff were unable to negotiate a mutually agreeable purchase agreement for the Hawker inventory.

67. Defendants have failed to fulfill their promises, and as a direct and proximate result of Defendants' constructive fraud, Plaintiff has incurred injury and damages.

68. Based upon the foregoing, Plaintiff is informed and believes that it is entitled to judgment against Defendants, jointly and severally, for punitive damages in an amount to be determined at trial, for the fees and costs of this action, and for such other and further relief

as the Court may deem just and proper, all with pre-judgment and post-judgment interest thereon.

FOR A SIXTH CAUSE OF ACTION
(Negligent Misrepresentation as to Defendant TET
and Defendants Bonnie Walker and Dwight Walker, individually)

69. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

70. Defendants misrepresented to the Plaintiff that TET would ensure accurate tracking of the Hawker inventory; manage the Hawker inventory in good faith; and release or return the Hawker inventory if TET and Plaintiff were unable to negotiate a mutually agreeable purchase agreement for the Hawker inventory.

71. Defendants had a pecuniary interest in making the false representations to the Plaintiff.

72. Defendants owed a duty of care to the Plaintiff to see that truthful information was communicated to the Plaintiff regarding the management, inspection, and storage of the Hawker inventory.

73. Defendants breached their duty of care to the Plaintiff by failing to exercise due care and willfully, recklessly and intentionally misrepresenting facts to the Plaintiff.

74. Plaintiff reasonably and justifiably relied on Defendants' misrepresentations. Plaintiff had no knowledge of, nor was it capable of discovering, the falsity of Defendants' misrepresentations.

75. Plaintiff suffered financial loss as a direct and proximate result of reliance on Defendants' misrepresentations.

76. Plaintiff is informed and believes that it is entitled to judgment against Defendants, jointly and severally, for actual damages with pre-judgment and post-judgment

interest thereon and attorney fees and expenses for having to bring this lawsuit.

77. Based upon the foregoing, Plaintiff is informed and believes that it is entitled to judgment against the Defendants, jointly and severally, for punitive damages in an amount to be determined at trial, for the fees and costs of this action, and for such other and further relief as the Court may deem just and proper, all with pre-judgment and post-judgment interest thereon.

FOR A SEVENTH CAUSE OF ACTION
(Constructive Trust as to Defendant TET)

78. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

79. Defendant TET and Plaintiff were in a relationship whereby Defendant TET had an obligation to:

- a. Safely store and account for all Hawker inventory it received;
- b. Maintain possession of all Hawker inventory it received;
- c. Refrain from selling or releasing Hawker inventory without Plaintiff's knowledge or authority; and
- d. Release all Hawker inventory to Plaintiff upon demand for same.

80. Defendant TET has sold Hawker inventory and Defendant TET is in possession of funds, which are the proceeds of these sales and does not equitably belong to it, and to which Plaintiff is equitably entitled.

81. Defendant TET has retained these funds fraudulently and/or in bad faith in breach of its duty to the Plaintiff, and Defendant TET is equitably obligated to make restitution to the Plaintiff.

82. The principles of equity dictate that a constructive trust over the proceeds from the sale of Hawker inventory is necessary to prevent unjust enrichment by Defendant TET.

FOR AN EIGHTH CAUSE OF ACTION
(Accounting as to All Defendants)

83. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

84. The Hawker inventory and certain sales proceeds that are owed to Plaintiff are within Defendants' exclusive control or possession, and Defendants possess all the relevant information regarding the Hawker inventory and the proceeds of sales thereof.

85. Defendants are obligated to identify all Hawker inventory, including any inventory which it sold to third parties. Defendants are further obligated to identify to whom it sold Hawker inventory, the amount for which it was sold, and the costs for storing and or shipping the Hawker inventory.

86. Defendants should be required to make an accounting of: (1) the status of the remaining Hawker inventory; (2) previous sales of Hawker inventory including dates and amounts; (3) the status of the proceeds from previous sales of Hawker inventory; (4) costs paid and owed; and (5) all amounts owed to Plaintiff.

87. Plaintiff is legally unable to determine this information, including the amount of proceeds generated by sales of the Hawker inventory and any proceeds received or retained by Defendants.

FOR A NINTH CAUSE OF ACTION
(Conversion as to Defendant TET)

88. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

89. Plaintiff is the legal and equitable owner of the Hawker inventory.

90. Defendant TET has sold a portion of the Hawker inventory and retained an

unknown amount of the sale proceeds. Additionally, TET has retained possession and control of the Hawker inventory to the exclusion of the Plaintiff.

91. Plaintiff did not permit or authorize TET to sell the Hawker inventory, for which TET has failed to provide an accounting. Similarly, TET did not permit or authorize TET to retain possession and control of the remaining Hawker inventory.

92. By its conduct, TET has engaged in the unauthorized assumption and exercise of the right of ownership and/or possession of proceeds from the sales of the Hawker inventory, to the alteration of the condition or the exclusion of Plaintiff's rights. TET has refused to surrender the sales proceeds or Hawker inventory to which the Plaintiff is lawfully entitled, despite repeated requests by Plaintiff for the same.

93. Therefore, TET has illegally assumed custody, control, and/or ownership of proceeds and Hawker inventory to which the Plaintiff is lawfully entitled.

94. As a result, Plaintiff is entitled to all remedies recoverable in its action for conversion, including the immediate recovery of the proceeds and Hawker inventory to which Plaintiffs is entitled.

FOR A TENTH CAUSE OF ACTION
(Appointment of Receiver as to All Defendants)

95. All previous allegations are re-alleged as if repeated herein verbatim, to the extent they are consistent herewith.

96. Plaintiffs has a right under to proceeds from sales of the Hawker inventory and to approve or disapprove of any proposed sale thereof.

97. The Hawker inventory is currently being held or controlled by Defendants, who have possession over both the Hawker inventory and the proceeds from any previous sales thereof (collectively, the "Subject Property").

98. Defendants have asserted that they have the right to control and maintain the Hawker inventory and sell same to the exclusion of Plaintiff.

99. Defendants could sell, encumber, misappropriate, convert, dissipate, commingle, misapply, waste, or cause other serious loss to the Subject Property, causing irreparable harm to the Plaintiff. Therefore, through the acts or misconduct of Defendant, the Subject Property is in immediate danger of being lost, materially injured or impaired.

100. Appointment of a receiver is necessary to preserve the Subject Property.

101. The facts of this case, as alleged, warrant the appointment of a receiver to take control of and preserve the Hawker inventory any proceeds from previous sales of same.

WHEREFORE, the Plaintiff prays:

1. For judgment against Defendants, jointly and severally, establishing a constructive trust over all payments owed by Defendants to Plaintiff for the sale of the Hawker inventory and/or requiring the release and/or requiring restitution and/or an accounting thereof;

2. For judgment against the Defendants for actual and consequential damages in the amount justified by the evidence, recoverable attorney fees, prejudgment interest, and the costs of this action;

3. For judgment against the Defendants for punitive damages;

4. For appropriate injunctive relief, including issuance of a temporary restraining order, preliminary injunction, and permanent injunction to prevent Defendants from selling, trading, gifting, transferring, negotiating, or otherwise disposing of any or all of the Hawker inventory without the express, written consent of the Plaintiff, and an order that possession of the proceeds to which Plaintiff are entitled be given to Plaintiff;

5. For appointment of a Receiver to take control of and preserve the assets of the Hawker inventory and any proceeds from previous sales of same; and

6. For such other relief as this Court may deem just and proper.

Respectfully Submitted,

s/J. J. Andrighetti

J. J. Andrighetti (SC Bar # 72741)
Culbertson Andrighetti, LLC
114 Manly St.
Greenville, SC 29601
P: 864-370-8222
E: jj@kcalawyers.com
Attorney for Plaintiff

Greenville, South Carolina
March 27, 2020

JURY TRIAL DEMANDED

Plaintiff requests a jury trial on all issues triable by a jury in this action.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker and Dwight Walker,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2019-CP-23-_____

SUMMONS

TO TIGER ENTERPRISES & TRADING, INC., BONNIE WALKER AND DWIGHT WALKER, DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 114 Manly Street, Greenville, SC 29601, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid or otherwise appear and defend, the Plaintiff in this action will apply to the court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

s/J. J. Andrighetti

J. J. Andrighetti (SC Bar # 72741)

Kehl Culbertson Andrighetti, LLC

114 Manly St.

Greenville, SC 29601

P: 864-370-8222

E: jj@kcalawyers.com

Attorney for Plaintiff

Greenville, South Carolina

November 14, 2019

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

ARO-D ENTERPRISES, LLC,	)	
	)	
PLAINTIFF,	)	C.A. No.: 2020-CP-23-01886
	)	
V.	)	
	)	
TIGER ENTERPRISES & TRADING,	)	3RD PARTY SUMMONS
INC., BONNIE WALKER AND	)	
DWIGHT WALKER,	)	
	)	
DEFENDANTS/	)	
COUNTERCLAIMANTS.	)	
	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
3 RD PTY PLAINTIFFS,	)	
V.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
AND T3 AVIATION, LLC,	)	
	)	
3 RD PTY DEFENDANTS,	)	
	)	

YOU ARE HEREBY SUMMONED and required to answer the 3RD Party Complaint (“Complaint”) in this action, a copy of which is attached herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscribers at their office at Post Office Box 9398, Greenville, South Carolina, 29604, within thirty (30) day after such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in this Complaint.

WESLEY D. FEW, LLC

s/Wesley D. Few/
Wesley D. Few, S.C. Bar No. 15565
Post Office Box 9398
Greenville, South Carolina 29604
(864) 527-5906 | wes@wesleyfew.com

ATTORNEYS FOR DEFENDANTS,
COUNTERCLAIMANTS, AND THRID-PARTY
PLAINTIFFS TIGER ENTERPRISES & TRADING,
INC., BONNIE WALKER AND DWIGHT WALKER

Greenville, South Carolina
April 27, 2020

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

ARO-D ENTERPRISES, LLC,	)	
	)	
PLAINTIFF,	)	C.A. No.: 2020-CP-23-01886
	)	
V.	)	
	)	ANSWER, COUNTERCLAIMS
TIGER ENTERPRISES & TRADING,	)	AND
INC., BONNIE WALKER AND	)	3RD PARTY CLAIMS
DWIGHT WALKER,	)	
	)	
DEFENDANTS/	)	
COUNTERCLAIMANTS.	)	
	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
3 RD PTY PLAINTIFFS,	)	
V.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
AND T3 AVIATION, LLC,	)	
	)	
3 RD PTY DEFENDANTS,	)	
	)	

COMES NOW THE DEFENDANTS, COUNTERCLAIMANTS, AND 3RD PARTY PLAINTIFFS TIGER ENTERPRISES & TRADING, INC., BONNIE WALKER AND DWIGHT WALKER (hereafter “Tiger,” “Bonnie,” “Dwight,” “Defendant” or collectively, “Defendants”), answering the Complaint of the Plaintiff ARO-D Enterprises, LLC, herein (hereafter “Complaint”), bringing counterclaims and 3rd party claims, and would respectfully show unto the appropriate tribunal as follows:

FOR A FIRST DEFENSE

1. The Defendants deny each and every allegation set forth in the Complaint which is not hereinafter specifically admitted or to which a response is not otherwise provided.

FOR A SECOND DEFENSE

2. Answering Paragraph 1 of the Complaint, Defendants, on information and belief, admit only so much as alleges that the Plaintiff ARO-D Enterprises, LLC ("ARO-D"), was at one time a limited liability formed under the laws of the state of Florida, and allege that same was dissolved for almost ten (10) years from approximately September 24, 2010 to January 13, 2020, and, therefore, incapable of contracting or owning property subject to any alleged contracts during the time of dissolution / non-existence. Defendants are without sufficient information to admit or deny the remaining allegations of this Paragraph and, therefore, deny same. Defendants specifically deny on information and belief that ARO-D has any presence in Tampa, Florida, at its allegedly updated "Registered Agent Name & Address," of Rudy A. Dixon, 18906 Edinborough Way, Tampa, Florida 33647, and demands strict proof thereof.
3. Answering Paragraph 2 of the Complaint, Defendants admit only so much as alleges that the Defendant Tiger Enterprises and Trading, Inc., is a corporation formed and existing according to South Carolina law. Defendants deny the remaining allegations of this Paragraph.
4. Answering Paragraph 3 of the Complaint, Defendants admit only so much as alleges that Bonnie Walker is an Officer with the Defendant Tiger Enterprises and Trading, Inc., and is also an owner in the same. Defendants respond and state that the remaining allegations of this Paragraph set forth legal conclusions for which no

response is required. To the extent that a response could be required to the remaining allegations of this Paragraph, Defendants deny.

5. Answering Paragraph 4 of the Complaint, Defendants admit only so much as alleges that Dwight Walker is an Officer with the Defendant Tiger Enterprises and Trading, Inc., and is also an owner in the same. Defendants respond and state that the remaining allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the remaining allegations of this Paragraph, Defendants deny.
6. Answering Paragraph 5 of the Complaint, respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
7. Answering Paragraph 6 of the Complaint, Defendants incorporates the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
8. Answering Paragraph 7 of the Complaint, Defendants admit the allegations of this Paragraph.
9. Answering Paragraph 8 of the Complaint, Defendants, on information and belief, admit only so much as alleges that the Plaintiff ARO-D Enterprises, LLC ("ARO-D"), was at one time a limited liability owned and operated by Rudy Dixon. Defendants are without sufficient information to admit or deny the remaining allegations of this Paragraph and, therefore, deny same.
10. Answering Paragraph 9 of the Complaint, Defendants, on information and belief, admit only so much as alleges that Rudy Dixon, individually, and / or Plaintiff ARO-D Enterprises, LLC ("ARO-D"), represented to Tiger that the Hawker 4000 parts

were purchased by them from the Nigerian government. Defendants are without sufficient information to admit or deny the remaining allegations of this Paragraph and, therefore, deny same.

11. Answering Paragraph 10 of the Complaint, Defendants are without sufficient information to admit or deny allegations of this Paragraph and, therefore, deny.
12. Answering Paragraph 11 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph and deny discussions regarding anything other than a "consignment" agreement with Dixon after late 2018 and in 2019, prior to agreeing to ship parts to their facilities in South Carolina.
13. Answering Paragraph 12 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph and deny discussions regarding anything other than a "consignment" agreement with Dixon after late 2018 and in 2019, prior to agreeing to ship parts to their facilities in South Carolina.
14. Answering Paragraph 13 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph and deny discussions regarding anything other than a "consignment" agreement with Dixon after late 2018 and in 2019, prior to agreeing to ship parts to their facilities in South Carolina.

15. Answering Paragraph 14 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph and deny discussions regarding anything other than a "consignment" agreement with Dixon after late 2018 and in 2019, prior to agreeing to ship parts to their facilities in South Carolina.
16. Answering Paragraph 15 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph and deny discussions regarding anything other than a "consignment" agreement with Dixon after late 2018 and in 2019, prior to agreeing to ship parts to their facilities in South Carolina.
17. Answering Paragraph 16 of the Complaint, Defendants admit only so much as alleges that Dixon communicated with Dwight Walker about shipping parts to Tiger's facilities in South Carolina pursuant to a consignment agreement. Defendants are without sufficient information to admit or deny the remaining allegations of this Paragraph, and therefore, deny.
18. Answering Paragraph 17 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
19. Answering Paragraph 18 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any

allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.

20. Answering Paragraph 19 of the Complaint, Defendants would admit only so much as alleges that Dixon came to the Defendants' facilities in or around late August 2019. Defendants deny the remaining allegations of this Paragraph.

21. Answering Paragraph 20, Defendants would admit only so much as alleges that Dixon came to the Defendants' facilities in or around late August 2019, and further admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.

22. Answering Paragraphs 21 and 22 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of these Paragraphs.

23. Answering Paragraph 23 through 26 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of these Paragraphs. Responding further, Dixon and / or ARO owed Tiger monies and never offered to pay for the amounts due or the services rendered.

24. Answering Paragraph 27 of the Complaint, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, Defendants deny.

25. Answering Paragraph 28 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of these Paragraphs. Responding further, Dixon and / or ARO owed Tiger
26. Answering Paragraphs 29 and 30 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
27. Answering Paragraphs 31 and 32 of the Complaint, Defendants would admit only so much as is shown in the parties' communications, and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of these Paragraphs.
28. Answering Paragraphs 33 and 34 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
29. Answering Paragraph 35 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
30. Answering Paragraphs 36 through 42 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.

31. Answering Paragraph 43 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
32. Answering Paragraphs 44 through 47 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
33. Answering Paragraph 48 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
34. Answering Paragraphs 49 through 53 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
35. Answering Paragraph 54 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
36. Answering Paragraphs 55 through 60 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
37. Answering Paragraph 61 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
38. Answering Paragraphs 62 through 68 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no

response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.

39. Answering Paragraph 69 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
40. Answering Paragraphs 70 through 77 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
41. Answering Paragraph 78 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
42. Answering Paragraphs 79 through 82 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
43. Answering Paragraph 83 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
44. Answering Paragraphs 84 through 87 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
45. Answering Paragraph 88 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

46. Answering Paragraphs 89 through 94 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.
47. Answering Paragraph 95 of the Complaint, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
48. Answering Paragraphs 96 through 101 of the Complaint, Defendants respond and state that the allegations of these Paragraphs set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of these Paragraphs, Defendants deny.

FOR A THIRD DEFENSE

49. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
50. Plaintiff's claims must be dismissed for failure to state a claim.

FOR A FOURTH DEFENSE

51. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
52. One or more of Plaintiff's claims must be dismissed for failure to plead in accordance with Rule 9.

FOR A FIFTH DEFENSE

53. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
54. One or more of Plaintiff's claims must be dismissed for unclean hands.

FOR A SIXTH DEFENSE

55. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
56. One or more of Plaintiff's claims must be dismissed for failure to plead in accordance with Rule 17.

FOR A SEVENTH DEFENSE

57. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
58. One or more of the Plaintiff's claims must be dismissed due to the doctrines of estoppel, consent and waiver.

FOR AN EIGHTH DEFENSE

59. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
60. One or more of the Plaintiff's claims must be dismissed because those claims are preempted by other laws.

FOR A NINTH DEFENSE

61. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
62. Defendants reserve the right to plead additional defenses or counterclaims as may arise in discovery in this action.

10TH DEFENSE, BY COUNTERCLAIM & 3RD PARTY CLAIMS

(Breach of Contract – Dixon and ARO)

63. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
64. On information and belief, 3rd Party Defendant Rudy A. Dixon (“Dixon”) is a resident and citizen of a state outside of the state of South Carolina.
65. On information and belief, is the owner and operator of the Plaintiff ARO-D Enterprises, LLC (“ARO”).
66. On information and belief, 3rd Party Defendant Frank Gangi (“Gangi”) is a resident and citizen of the state of Massachusetts.
67. On information and belief, Gangi is the owner and operator of the 3rd Party Defendant T3 Aviation, LLC (“T3”).
68. Dixon, Gangi, and T3 have all made sufficient contacts with the subject forum to confer personal jurisdiction over each one of them.
69. Dixon began talking to Defendants about the Hawker 4000 parts he allegedly owned in circa 2017.
70. Various “negotiations” occurred between the parties, exploring options that Tiger in good-faith believed were feasible at the time of said “negotiations.”
71. Ever since later 2018 and in 2019, Tiger’s negotiations with Dixon / ARO were only for the purpose of taking parts as part of a consignment agreement.
72. In the course of these negotiations, Dixon made numerous promises to Defendants, including, after extensive back and forth, that he would sign the proposed consignment agreement in person when he came to the United States.

73. In reliance on his many promises, Defendants advanced and / or loaned Dixon \$5,000.00, on information and belief, to facilitate / fund the tear down of the aircraft on August 8, 2019.
74. Tiger also funded and coordinated the shipment of the airplane parts from Nigeria to its facilities in South Carolina, all in reliance on Dixon's promise to sign the consignment agreement and paid for said shipment out of its own funds.
75. At no time, has Tiger ever been in the warehousing business for any reason.
76. This much was known to and made clear to Dixon.
77. Dixon, through his promises, induced Tiger to not only ship parts from Nigeria, but also to advance / loan him funds to facilitate the process.
78. On information and belief, Dixon never intended to honor his many promises.
79. Instead, Dixon was setting up his dealings with Tiger to attempt to leverage said relationship for a better deal with others, including 3rd Party Defendants Frank Gangi and T3 Aviation.
80. Defendants also began the laborious process of storing and inventorying the parts received from Execujet via Nigeria.
81. In conducting said inventory, Defendants discovered that neither Dixon nor ARO had an accurate listing of what was being shipped.
82. In fact, Defendants through their diligence to identify and evaluate the parts for sale and listing on known airplane parts data bases, discovered parts that neither Dixon nor ARO even knew were included and also discovered other parts on an old inventory list that were not included.

83. Dixon did not inventory the parts prior to authorizing them to be shipped to Tiger, at Tiger's expense.
84. Tiger has stored and maintained the parts in good order, and kept the same in proper condition for sale, as contemplated and planned and promised by the parties.
85. Tiger's time and expertise in identifying the parts by their proper names and condition has added substantial value to the inventory.
86. Neither Dixon nor ARO or Gangi or T3 has offered to pay for paid Tiger for these many valuable services, and / or their expertise.
87. T3 and Frank Gangi began to interfere with the contract and / or prospective contract between Defendants and Dixon / ARO.
88. In or around late July or early 2019, Gangi emailed or otherwise communicated with the Defendants, making threats and threatening comments, such as referring to them as, "crack head crackers."
89. At or around this same time, Dixon was communicating to the Defendants regarding Gangi / T3, as follows: "thank God I have never sign anything with him."
90. Also, around this time, Dixon communicated with Defendants, as follows: "Mr. Walker, I am given you full authority to sell any parts from Hawker 4000, signed Rudy Dixon."
91. Gangi and T3 knew of the arrangements made by and between Dixon and the Defendants.
92. Gangi and T3 also knew or should have known they did not have any contractual relationships with Dixon or ARO, yet represented to the Defendants they did in an effort to bully the Defendants into selling parts to him only at prices he liked.

93. Gangi and T3 intentionally interfered with these arrangements and did so with the intent to cause Dixon to breach and did on fact cause Dixon and / or ARO to breach said agreements, promises, prospective relations and / or agreements to agree.
94. Dixon specifically authorized Defendants to sell parts from the Hawker 4000 inventory.
95. Dixon received purchase orders for all such parts.
96. Dixon failed to object to any purchase orders, and accepted the funds provided to him regarding the purchase orders from the Defendants.
97. In 2019, Dixon authorized Defendants to ship parts from the inventory to Gangi and T3.
98. Based upon their reliance on the promises made by Dixon, and the special trust and confidence placed in him that these sales would be made pursuant to the consignment agreement, Defendants shipped parts to Gangi / T3 and never received payment or commissions for these parts.
99. In late 2019, Dixon visited the Tiger facilities to sign the consignment agreement as had promised multiple times he would do.
100. Instead, due to the interference from Gangi and T3, Dixon refused to sign the consignment agreement and demanded a purchase offer from Tiger for the inventory.
101. Defendants did ship
102. Only after Gangi and T3 became substantially involved in purporting to represent Dixon's and / or ARO's interests did the story change.
103. Unfortunately, for Gangi and T3, they were apparently unaware of the actual communications and express permissions provided by Dixon to Defendants.

104. As much was shown at the hearing on or about March 9, 2020 in the prior filed action, 2019-CP-23-06666, when counsel for the Plaintiff had to acknowledge that counsel to the Defendants had provided him with communications not previously provided to counsel for the Plaintiff.
105. These unprovided communications between Dixon and Defendants directly contradicted allegations Dixon included in his March 5, 2020 Declaration / Affidavit provided to the Court (filed March 6, 2020 in 2019-CP-23-06666), notarized in Massachusetts (where Gangi and T3 are located).
106. On information and belief, these lawsuits are being funded and directed and controlled exclusively by Gangi / T3.
107. On information and belief, Dixon who could not afford to fund the tear down of the aircraft in August 2019, cannot afford to fund this litigation, and Gangi / T3 must, therefore, be joined in this lawsuit as the real parties in interest.
108. On information and belief, Dixon has repeated these actions and, in so doing, has damaged the public interest in the markets for airplane parts.
109. On information and belief, Gangi has repeated these actions and, in so doing, has damaged the public interest in the markets for airplane parts.
110. As a result of these actions and inactions of the named Plaintiff (“ARO”), and Third-Party Defendants Dixon, T3 and Gangi, Defendants have been damaged, and are entitled to recover their damages, attorneys’ fees and costs as permitted by applicable law.

11TH DEFENSE, BY COUNTERCLAIM & 3RD PARTY CLAIMS

(Constructive Fraud – Dixon, ARO, and Gangi)

111. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
112. Dixon began talking to Defendants about the Hawker 4000 parts he allegedly owned in circa 2017.
113. Dixon made false representations to the Defendants regarding his present intentions.
114. Dixon knew of the falsity of the representations and the materiality of the representations at the time he made them.
115. Alternatively, Dixon showed a reckless disregard for the falsity or truth of his statements to the Defendants regarding the matters put at issue in this lawsuit.
116. Dixon intended that the representations be acted upon by the Defendants.
117. Defendants had no means of knowing that Dixon's representations were false.
118. Defendants relied on Dixon's representations and they had a right to rely thereon.
119. Defendants' reliance on Dixon's promises caused them consequent and proximate injuries.
120. As a result of these actions and inactions of the named Plaintiff ("ARO"), and Third-Party Defendants Dixon, T3 and Gangi, Defendants have been damaged, and are entitled to recover their damages, attorneys' fees and costs as permitted by applicable law, including punitive or exemplary damages.

12TH DEFENSE, BY COUNTERCLAIMS & 3RD PARTY CLAIMS

(Fraudulent Inducement – Rescission – Dixon and ARO)

121. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.

122. Dixon began talking to Defendants about the Hawker 4000 parts he allegedly owned in circa 2017.
123. Dixon made false representations to the Defendants regarding his present intentions.
124. Dixon knew of the falsity of the representations and the materiality of the representations at the time he made them.
125. Alternatively, Dixon showed a reckless disregard for the falsity or truth of his statements to the Defendants regarding the matters put at issue in this lawsuit.
126. Dixon intended that the representations be acted upon by the Defendants.
127. Defendants had no means of knowing that Dixon's representations were false.
128. Defendants relied on Dixon's representations and they had a right to rely thereon.
129. Defendants' reliance on Dixon's promises caused them consequent and proximate injuries.
130. As a result of these actions and inactions of the named Plaintiff ("ARO"), and Third-Party Defendants Dixon, T3 and Gangi, Defendants have been damaged, and are entitled to rescission of the contracts and compensation for their reliance damages, as well as, in the alternative, recovery their damages, attorneys' fees and costs as permitted by applicable law, including punitive or exemplary damages.

13TH DEFENSE, BY COUNTERCLAIM & 3RD PARTY CLAIMS

(Promissory Estoppel – Dixon and ARO)

131. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
132. Dixon made promises to the Defendants.

133. Defendants relied on Dixon's promises, and took action in reliance on the same.

134. As a result of their reliance on these promises, Defendants have been damaged, and are entitled to rescission of the contracts and compensation for their reliance damages, as well as, in the alternative, recovery their damages, attorneys' fees and costs as permitted by applicable law.

14TH DEFENSE, BY 3RD PARTY CLAIMS

(Interference with Contract – Gangi and T3)

135. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.

136. Gangi knew of the contracts or prospective contracts and relations between Dixon / ARO and Defendant Tiger Enterprises and Trading, Inc.

137. Gangi knew that the Defendants were in possession of materials shipped to their facilities in South Carolina and sought to intimidate and interfere with said relations, with no legitimate purpose, other than their own interests, and in disregard of the relationships between the parties.

138. 3rd party Defendants Gangi and / or T3 caused Dixon to breach his contract with the Defendant Tiger.

139. As a result of these intentional acts of these 3rd Party Defendants, Defendants have been damaged, and are entitled to compensation for their damages, recovery their damages, attorneys' fees and costs as permitted by applicable law, and punitive damages.

15TH DEFENSE, BY 3RD PARTY CLAIMS

(Interference with Prospective Relations – Gangi and T3)

140. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
141. Gangi knew of the relationships and / or prospective contracts and relations between Dixon / ARO and Defendant Tiger Enterprises and Trading, Inc.
142. Gangi knew that the Defendants were in possession of materials shipped to their facilities in South Carolina and sought to intimidate and interfere with said relations, with no legitimate purpose, other than their own interests, and in disregard of the relationships between the parties.
143. 3rd party Defendants Gangi and / or T3 caused Dixon to breach his contract with the Defendant Tiger.
144. As a result of these intentional acts of these 3rd Party Defendants, Defendants have been damaged, and are entitled to compensation for their damages, recovery their damages, attorneys' fees and costs as permitted by applicable law, and punitive damages.

16TH DEFENSE, BY COUNTERCLAIMS AND 3RD PARTY CLAIMS

(S.C. Unfair Trade Practices Act – All Defendants)

145. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
146. Dixon, ARO, Gangi and / or T3 made false statements with the intent to deceive Defendants.
147. Dixon, ARO, Gangi and / or T3 did in fact deceive Defendants.
148. On information and belief, one or more of Dixon, ARO, Gangi and / or T3's such statements have been repeated and / or are capable of repetition, and such acts will

cause damage to the public interests of the citizens of the state of South Carolina, who expect efficient and fair markets for products, including airplane products, and services, such as the professional and skilled services of the Defendants.

149. As a result of these intentional acts of these 3rd Party Defendants, Defendants have been damaged, and are entitled to compensation for their damages, recovery their damages, attorneys' fees and costs as permitted by applicable law, and punitive or exemplary / trebled damages.

17TH DEFENSE, BY COUNTERCLAIMS AND 3RD PARTY CLAIMS

(Constructive Trust / Quantum Meruit – Dixon and ARO)

150. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
151. Dixon and ARO's false statements with the intent to deceive Defendants created this situation, whereby the Defendants have provided substantial professional services to these parties without compensation.
152. It would be unjust for Plaintiff ARO and Dixon or others to benefit from the fraudulently induced services of the Defendants without paying just compensation for the same.
153. As a result of these intentional acts of these 3rd Party Defendants, Defendants have been damaged, and are entitled to compensation for their damages, recovery their damages, attorneys' fees and costs as permitted by applicable law, and punitive or exemplary / trebled damages.

18TH DEFENSE, BY COUNTERCLAIMS AND 3RD PARTY CLAIMS

(Civil Conspiracy – All Defendants)

154. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
155. Dixon, ARO, Gangi and / or T3 combined for the purpose of harming the Defendants.
156. Dixon, ARO, Gangi and / or T3 committed one or more wrongful or illegal acts in the course of their conspiracy.
157. As a result, Defendants have suffered special damages, including but not limited to in the form of attorneys' fees, and costs of investigations, defense of baseless charges and allegations, as well as other damages, including but not limited to expenses to investigate and determine the extent of damage to reputation caused by these conspirators.

19TH DEFENSE, BY 3RD PARTY CLAIMS

(Barratry – Gangi and T3)

158. Defendants incorporate the responses, including factual allegations, to the preceding paragraphs and reallege them here as if repeated verbatim.
159. Gangi and / or T3 have maliciously put themselves in the shoes of the named Plaintiff.
160. Gangi and / or T3 have funded and directed this litigation for their own interests, and without regard for the legal and equitable rights and obligations of the other parties.
161. These actions of Gangi and / or T3 have been for the sole purpose of themselves and to the exclusion and / or without regard for the other parties.

162. Acting as such, Gangi and / or T3 are the real parties in interest in these matters and must be joined in this action and held responsible for their actions in attempting to clandestinely direct and fund the litigation in the name of ARO.
163. These actions of Gangi and T3 are contrary to the public interests and to the efficient and transparent operation of the Courts.
164. Gangi and T3's actions in intermeddling in the affairs of the parties, and shows their intent to speculate on outcomes obtained by improper intimidation of all of the parties, including the Plaintiff and Dixon, as shown by the allegations set forth above.
165. As shown by their conduct thus far, Gangi and T3 are seeking to direct and control this litigation, as well as the prior litigation, 2019-CP-23-0666, for their own purposes only.
166. As a result of these actions by Gangi and T3, Defendants have suffered special damages, including but not limited to in the form of attorneys' fees, and costs of investigations, defense of baseless charges and allegations, as well as other damages, including but not limited to expenses to investigate and determine the extent of damage to reputation caused by these conspirators.

WHEREFORE, Defendants request this Court dismiss this action and provide such other relief as it deems necessary and appropriate under the circumstances, including as set forth above to include damages, attorneys' fees, costs, trebled damages, exemplary damages, punitive damages and equitable relief.

WESLEY D. FEW, LLC

s/Wesley D. Few/
Wesley D. Few, S.C. Bar No. 15565

P.O. Box 9398
Greenville, South Carolina 29604
864-404-7792 | wes@wesleyfew.com

ATTORNEYS FOR DEFENDANTS,
COUNTERCLAIMANTS, AND THRID-PARTY
PLAINTIFFS TIGER ENTERPRISES &
TRADING, INC., BONNIE WALKER AND
DWIGHT WALKER

Greenville, South Carolina
April 27, 2020

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-23-01886

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker and Dwight Walker,

Defendants/Counterclaimants.

Tiger Enterprises and Trading, Inc.,

Third-Party Plaintiffs,

v.

Rudy A. Dixon, Frank T. Gangi, and T3
Aviation, LLC,

Third-Party Defendants.

**ANSWER OF PLAINTIFF AND THIRD-
PARTY DEFENDANT RUDY A. DIXON**

COMES NOW Plaintiff and Third-Party Defendant Rudy A. Dixon (“Dixon”), answering the claims of Third-Party Plaintiffs, as follows:

FOR A FIRST DEFENSE
(General Denial)

1. All allegations not specifically admitted are denied.
2. Paragraphs 1 through 63 of Third-Party Plaintiffs’ Answer, Counterclaims and Third-Party Claims (hereinafter, “Counterclaims”) are answers to Plaintiff’s Complaint and contain no allegations against Plaintiff or Dixon. To the extent a response is required to those paragraphs, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

3. Plaintiff and Dixon admit the allegations in Paragraphs 64 and 65 of Third-Party Plaintiffs' Counterclaims.

4. Paragraphs 66 and 67 of Third-Party Plaintiffs' Counterclaims contain no allegations against Plaintiff or Dixon. To the extent a response is required to those paragraphs, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

5. Dixon admits the allegations contained in Paragraph 68 of Third-Party Plaintiffs' Counterclaims as they relate to Dixon.

6. Upon information and belief, Plaintiff and Dixon deny the allegations contained in Paragraph 69 of Third-Party Plaintiff's Counterclaims and aver that the conversations began in 2018.

7. Plaintiff and Dixon admit the allegations contained in Paragraph 70 of Third-Party Plaintiff's Counterclaims inasmuch as negotiations occurred between Plaintiff, Dixon and Defendants.

8. Plaintiff and Dixon deny the allegations contained in Paragraphs 71 through 79 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

9. Plaintiff and Dixon admit the allegations contained in Paragraph 80 of Third-Party Plaintiff's Counterclaims as to storing and inventorying but deny that such actions were "laborious."

10. Plaintiff and Dixon deny the allegations contained in Paragraphs 81, 82, and 83 of Third-Party Plaintiff's Counterclaims and demands strict proof thereof.

11. Plaintiff and Dixon admit the allegations contained in Paragraph 84 of Third-Party Plaintiff's Counterclaims inasmuch as Defendants have stored parts. All remaining allegations in that paragraph are denied and strict proof thereof demanded.

12. Plaintiff and Dixon deny the allegations contained in Paragraphs 85 and 86 of Third-Party Plaintiff's Counterclaims and demands strict proof thereof.

13. Plaintiff and Dixon deny the allegation in Paragraph 87 that a contract existed between Plaintiff and the Defendants. Plaintiff and Dixon are without sufficient information to either admit or deny the remaining allegations contained in Paragraphs 87 and 88 of Third-Party Plaintiff's Counterclaims; therefore, those allegations are denied, and strict proof thereof demanded.

14. Plaintiff and Dixon deny the allegations contained in Paragraphs 89 and 90 of Third-Party Plaintiff's Counterclaims and demands strict proof thereof.

15. Plaintiff and Dixon deny the allegations in Paragraph 91 of Third-Party Plaintiff's Counterclaims that any "arrangements" existed by and between Dixon and Defendants insomuch as "arrangements" infers a contract or potential contract to sell the Hawker inventory. The remainder of Paragraph 91 contain no allegations against Plaintiff or Dixon. To the extent a response is required to those paragraphs, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

16. Paragraph 92 of Third-Party Plaintiff's Counterclaims contain no allegations against Plaintiff or Dixon. To the extent a response is required to those paragraphs, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

17. Plaintiff and Dixon deny the allegations contained in Paragraph 93 of Third-Party Plaintiff's Counterclaims insomuch as Defendant alleges that Dixon or Plaintiff breached any agreements or promises to Defendants. Plaintiff and Dixon are without sufficient information as to all other allegations contained in this paragraph and therefore deny same and demand strict proof thereof.

18. Plaintiff and Dixon deny the allegations contained in Paragraphs 94, 95, and 96 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

19. Plaintiff and Dixon admit the allegations contained in Paragraph 97 of Third-Party Plaintiff's Counterclaims.

20. Plaintiff and Dixon admit the allegations contained in paragraph 98 of Third-Party Plaintiff's Counterclaims insomuch as Defendants shipped party and never received payment. All other allegations contained in that paragraph are denied and strict proof thereof demanded.

21. Plaintiff and Dixon deny the allegations contained in Paragraph 99 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

22. Plaintiff and Dixon admit the allegations contained in Paragraph 100 of Third-Party Plaintiff's Counterclaims insomuch as they demanded a purchase offer. All remaining allegations of that paragraph are denied, and strict proof thereof demanded.

23. Paragraph 101 of Third-Party Plaintiff's Counterclaims is an incomplete sentence that contains no allegations. To the extent a response is required to that paragraph, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

24. Paragraphs 102 and 103 of the Third-Party Plaintiff's Counterclaims contain vague statements with no clear allegations against any party. To the extent a response is required to that paragraph, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

25. Paragraph 104 of Third-Party Plaintiff's Counterclaims contains no allegations as to Plaintiff and Dixon and is therefore denied. Plaintiff avers that counsel to the Defendants provided unauthenticated statements at the hearing despite failing to do so for several months preceding said hearing and after Plaintiff's counsel request for same. Plaintiff and Dixon further deny any inference that the authenticity of such communications was admitted or that Defendants

were authorized to sell the Hawker Inventory.

26. Plaintiff and Dixon deny the allegations contained in Paragraphs 105 through 108 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

27. Paragraph 109 of Third-Party Plaintiff's Counterclaims contained no allegations against Plaintiff or Dixon. To the extent a response is required to that paragraph, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

28. Plaintiff and Dixon deny the allegations contained in Paragraph 110 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

29. Paragraph 111 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

30. In response to the allegations contained in Paragraph 112 of Third-Party Plaintiff's Counterclaims Plaintiff and Dixon incorporate their response to Paragraph 6 as if repeated verbatim.

31. Plaintiff and Dixon deny the allegations contained in Paragraphs 113 through 120 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

32. Paragraph 121 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

33. In response to the allegations contained in Paragraph 122 of Third-Party Plaintiff's Counterclaims Plaintiff and Dixon incorporate their response to Paragraphs 6 and 32 as if repeated verbatim.

34. Plaintiff and Dixon deny the allegations contained in Paragraphs 123 through 129

of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

35. Paragraph 131 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

36. Plaintiff and Dixon deny the allegations contained in Paragraphs 132 through 134 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

37. Paragraph 135 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

38. Paragraphs 136 through 139 of Third-Party Plaintiff's Counterclaims contain no allegations as to Plaintiff or Dixon. To the extent a response is required to that paragraph, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

39. Paragraph 140 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

40. Paragraphs 141 through 144 of Third-Party Plaintiff's Counterclaims contain no allegations as to Plaintiff or Dixon. To the extent a response is required to that paragraph, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

41. Paragraph 145 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

42. All allegations contained in Paragraphs 146 through 149 of Third-Party Plaintiff's Counterclaims as to Plaintiff or Dixon are denied and strict proof thereof demanded.

43. Paragraph 150 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

44. Plaintiff and Dixon deny the allegations contained in Paragraphs 151 through 153 of Third-Party Plaintiff's Counterclaims and demand strict proof thereof.

45. Paragraph 154 of Third-Party Plaintiff's Counterclaims is a restatement of previous allegations. Plaintiff and Dixon incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

46. All allegations contained in Paragraphs 155 through 157 of Third-Party Plaintiff's Counterclaims as to Plaintiff or Dixon are denied and strict proof thereof demanded.

47. Paragraphs 158 through 166 of Third-Party Plaintiff's Counterclaims contain no allegations as to Plaintiff or Dixon. To the extent a response is required to that paragraph, Plaintiff and Dixon deny all allegations and demand strict proof thereof.

FOR A SECOND DEFENSE

48. Plaintiff and Dixon would show that to the extent that they are found to have breach any contract they may have had with Defendants, which Plaintiff and Dixon expressly deny, Defendants have not suffered any damages as a result of Plaintiff's or Dixon's breach, and therefore, Defendant's claims for breach of contract should be dismissed.

FOR A THIRD DEFENSE

49. Plaintiff and Dixon would show that to the extent Plaintiffs are shown to have committed wrongdoing, their claims against Defendants should be dismissed.

FOR A FOURTH DEFENSE

50. Plaintiff and Dixon would show that the Defendants claims should be barred by the doctrines of waiver, estoppel, and laches.

FOR A FIFTH DEFENSE

51. Plaintiff and Dixon would show that the Defendants claims are barred by the doctrine of accord and satisfaction.

FOR A SIXTH DEFENSE

52. Plaintiff and Dixon would show that Defendants claims are barred by the doctrine of unclean hands.

FOR A SEVENTH DEFENSE

53. Plaintiff and Dixon would show that to the extent Defendants demonstrate damages suffered as a result of Plaintiff's or Dixon's conduct, any such damages should be set-off by the amounts owed by Defendants to Plaintiff and Dixon.

FOR AN EIGHTH DEFENSE

54. Defendants claims against Plaintiff and Dixon conflict with one another, and Defendants should be directed to elect the remedy which they seek.

FOR A NINTH DEFENSE

55. Plaintiff and Dixon would show that Defendants damages, if any and which are expressly denied, were caused in whole, or in part, by Defendants own acts or omissions.

FOR A TENTH DEFENSE

56. Plaintiff and Dixon reserve any and all additional and further defenses as may be revealed and ascertained by additional information during the course of discovery and

investigation, and as in conformity and compliance with the *South Carolina Rules of Civil Procedure*.

Respectfully submitted,

CULBERTSON ANDRIGHETTI, LLC

s/J. J. Andrighetti

J. J. Andrighetti (SC Bar # 72741)

114 Manly St.

Greenville, SC 29601

P: 864-370-8222

jj@palmettolawfirm.com

Attorney for Plaintiff and Third-Party Defendant Rudy A. Dixon

Greenville, South Carolina

May 28, 2020

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
ARO-D ENTERPRISES, LLC,	)	C.A. No.: 2020-CP-23-01886
	)	
Plaintiff / Counterclaim-Defendant,	)	
	)	
vs.	)	<u>SUMMONS TO THIRD-PARTY COUNTERCLAIM</u>
	)	<u>OF T3 AVIATION, INC. TO TIGER ENTERPRISES</u>
TIGER ENTERPRISES & TRADING,	)	<u>& TRADING, INC.</u>
INC., BONNIE WALKER, and	)	
DWIGHT WALKER,	)	
	)	
Defendants / Counterclaim-Plaintiffs.	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
Third-Party Plaintiff / Third-Party	)	
Counterclaim Defendant,	)	
	)	
vs.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
and T3 AVIATION, LLC,	)	
	)	
Third-Party Defendants.	)	

TO THE THIRD-PARTY COUNTERCLAIM DEFENDANT ABOVE-NAMED:

You are hereby summoned and required to answer the Third-Party Counterclaim in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Third-Party Counterclaim to the undersigned counsel at his office, 16 Wellington Avenue, Greenville, SC 29609, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Third-Party Counterclaim within the time aforesaid, the Third-Party Counterclaimant will apply to the Court for the relief demanded therein, and judgment by default may be rendered against you for the relief demanded in the Third-Party Counterclaim.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, South Carolina 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for T3 Aviation, Inc.

Filed this 1st Day of September, 2020.
Greenville, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) IN THE COURT OF COMMON PLEAS
) THIRTEENTH JUDICIAL CIRCUIT

ARO-D ENTERPRISES, LLC,) C.A. No.: 2020-CP-23-01886
))
Plaintiff / Counterclaim-Defendant,)
))
vs.) ANSWER OF T3 AVIATION, INC. TO THE
) THIRD-PARTY COMPLAINT, AND
TIGER ENTERPRISES & TRADING,) COUNTERCLAIM AGAINST TIGER
INC., BONNIE WALKER, and) ENTERPRISES & TRADING, INC.
DWIGHT WALKER,)
))
Defendants / Counterclaim-Plaintiffs.)

TIGER ENTERPRISES AND)
TRADING, INC.,)
))
Third-Party Plaintiff / Third-Party)
Counterclaim Defendant,)
))
vs.)
))
RUDY A. DIXON, FRANK T. GANGI,)
and T3 AVIATION, LLC,)
))
Third-Party Defendants.) **Trial by Jury Demanded**

COMES NOW T3 Aviation, Inc. (which has been misidentified as T3 Aviation, LLC), Third-Party Defendant, by and through its undersigned counsel, and responding to the allegations of the Third-Party Complaint that Defendant Tiger Enterprises & Trading, Inc. has brought, and further, by way of Counterclaim, would respectfully show unto this Honorable Court as follows:

FOR A FIRST DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Misidentification of Party)

1. Third-Party Plaintiff Tiger Enterprises & Trading, Inc. (referred to hereinafter as “TET”) has misidentified Third-Party Defendant T3 Aviation, Inc. (referred to hereinafter as “T3A”) as “T3 Aviation, LLC.” Despite the fact that the undersigned counsel has advised TET

on several occasions that T3A has been misidentified, TET has apparently refused to amend its pleading to make a proper identification.

2. In any event, T3A is providing this Answer to the allegations of the Third-Party Complaint subject to, and without waiving, its objection that TET has failed to make a proper identification of the Third-Party Defendant.

3. Accordingly, in connection with each of the following responses to the allegations of the Third-Party Complaint, it is implied—and it shall be understood—that each such response made on behalf of T3A is for “T3 Aviation, Inc.” and not “T3 Aviation, LLC.”

FOR A SECOND DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(General Denial)

4. T3A incorporates the foregoing defense into this specific defense, to the extent the allegations in support of the foregoing defense are not inconsistent with the defense that follows.

5. Unless expressly admitted, qualified, or otherwise explained, each and every allegation of the Third-Party Complaint is denied.

FOR A THIRD DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Responses to Specific Allegations of Fact)

6. T3A incorporates each of its foregoing defenses into this specific defense, to the extent the allegations in support of the foregoing defenses are not inconsistent with the defense that follows.

7. Responding to Paragraph 64 of the Third-Party Complaint, which is where the allegations in support of TET’s Third-Party Complaint commence, such allegations are, on information and belief, admitted.

8. Responding to Paragraph 65 of the Third-Party Complaint, such paragraph is not stated in the form of a sentence, as it appears to be missing a subject. Accordingly, because the

meaning of this Paragraph is imperceptible, T3A is without knowledge or information sufficient to form a belief as to the truth of the allegations, and so denies the same.

9. Paragraph 66 of the Third-Party Complaint is admitted.

10. Paragraph 67 of the Third-Party Complaint is denied.

11. Responding to Paragraph 68 of the Third-Party Complaint, such allegations are denied with respect to T3A. Moreover, because T3A cannot speak to the assertion of jurisdiction over co-defendants, the remaining allegations of Paragraph 68 are denied.

12. Responding to Paragraph 69 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

13. Responding to Paragraph 70 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

14. Responding to Paragraph 71 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

15. Responding to Paragraph 72 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

16. Responding to Paragraph 73 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

17. Responding to Paragraph 74 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

18. Responding to Paragraph 75 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

19. Responding to Paragraph 76 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

20. Responding to Paragraph 77 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

21. Responding to Paragraph 78 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

22. Responding to Paragraph 79 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

23. Responding to Paragraph 80 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

24. Responding to Paragraph 81 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

25. Responding to Paragraph 82 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

26. Responding to Paragraph 83 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

27. Responding to Paragraph 84 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

28. Responding to Paragraph 85 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

29. Responding to Paragraph 86 of the Third-Party Complaint, it is admitted that T3A has not offered to pay any amount to TET, nor is T3A under any obligation to do so. Moreover, because T3A cannot speak for its co-defendants, the remaining allegations of Paragraph 86 are denied.

30. Paragraph 87 of the Third-Party Complaint is denied.

31. Responding to Paragraph 88 of the Third-Party Complaint, it is admitted that, in July 2019, T3A—through Gangi—responded to two unsolicited emails sent by TET, by which TET offered to sell parts to the Hawker 4000 aircraft which TET did not own, and to which it has

no claim of ownership, and all for an exorbitant amount of money. In that connection, TET was attempting to inject itself into T3A's business relationship with Plaintiff, despite having no good-faith basis for doing so. It is further admitted that T3A strongly and clearly advised TET to refrain from interfering with T3A's business opportunities, and that TET has disregarded T3A's admonishment. To the extent that there are other or further allegations set out in Paragraph 88 to which a response may be required, they are denied.

32. Responding to Paragraph 89 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

33. Responding to Paragraph 90 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

34. Paragraph 91 of the Third-Party Complaint is denied.

35. Paragraph 92 of the Third-Party Complaint is denied.

36. Paragraph 93 of the Third-Party Complaint is denied.

37. Responding to Paragraph 94 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

38. Responding to Paragraph 95 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

39. Responding to Paragraph 96 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

40. Paragraph 97 of the Third-Party Complaint is, on information and belief, admitted.

41. Responding to Paragraph 98 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

42. Responding to Paragraph 99 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

43. Responding to Paragraph 100 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of the allegations pertaining to Dixon's refusal to sign a consignment agreement, as only Dixon knows his reasons, and so denies the same. By way of further response, T3A denies any wrongful interference in any legitimate business relationship or expectancy that TET perceives it may have had with Plaintiff. To the extent that there are other or further allegations set out in Paragraph 100 to which a response may be required, they are denied.

44. Paragraph 101 of the Third-Party Complaint is not stated in the form of a complete sentence, and its meaning is therefore imperceptible. Accordingly, T3A lacks knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

45. Paragraph 102 of the Third-Party Complaint fails to contain any assertion of fact to which a meaningful response may be offered. Accordingly, the allegations of Paragraph 102 are denied.

46. Paragraph 103 of the Third-Party Complaint fails to contain any assertion of fact to which a meaningful response may be offered. Accordingly, the allegations of Paragraph 103 are denied.

47. Responding to Paragraph 104 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

48. Responding to Paragraph 105 of the Third-Party Complaint, it is admitted that Gangi maintains his personal residence in Massachusetts, and that Dixon's affidavit of March 5, 2020 purports to have been notarized in Massachusetts. To the extent that the remaining allegations of Paragraph 105 may require some other or further response, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

49. Paragraph 106 of the Third-Party Complaint is denied.

50. Paragraph 107 of the Third-Party Complaint is denied.

51. Responding to Paragraph 108 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

52. Paragraph 109 of the Third-Party Complaint is denied.

53. Paragraph 110 of the Third-Party Complaint is denied.

54. Responding to Paragraph 112 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

55. Responding to Paragraph 113 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

56. Responding to Paragraph 114 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

57. Responding to Paragraph 115 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

58. Responding to Paragraph 116 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

59. Responding to Paragraph 117 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

60. Responding to Paragraph 118 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

61. Responding to Paragraph 119 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

62. Paragraph 120 of the Third-Party Complaint is denied.

63. Responding to Paragraph 122 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

64. Responding to Paragraph 123 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

65. Responding to Paragraph 124 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

66. Responding to Paragraph 125 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

67. Responding to Paragraph 126 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

68. Responding to Paragraph 127 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

69. Responding to Paragraph 128 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

70. Responding to Paragraph 129 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

71. Paragraph 130 of the Third-Party Complaint is denied.

72. Responding to Paragraph 132 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

73. Responding to Paragraph 133 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

74. Paragraph 134 of the Third-Party Complaint is denied.

75. Paragraph 136 of the Third-Party Complaint is denied.

76. Paragraph 137 of the Third-Party Complaint is denied.

77. Paragraph 138 of the Third-Party Complaint is denied.

78. Paragraph 139 of the Third-Party Complaint is denied.

79. Paragraph 141 of the Third-Party Complaint is denied.

80. Paragraph 142 of the Third-Party Complaint is denied.

81. Paragraph 143 of the Third-Party Complaint is denied.

82. Paragraph 144 of the Third-Party Complaint is denied.

83. Paragraph 146 of the Third-Party Complaint is denied.

84. Paragraph 147 of the Third-Party Complaint is denied.

85. Paragraph 148 of the Third-Party Complaint is denied.

86. Paragraph 149 of the Third-Party Complaint is denied.

87. Responding to Paragraph 151 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

88. Responding to Paragraph 152 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

89. Responding to Paragraph 153 of the Third-Party Complaint, T3A is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

90. Paragraph 155 of the Third-Party Complaint is denied.

91. Paragraph 156 of the Third-Party Complaint is denied.

92. Paragraph 157 of the Third-Party Complaint is denied.

93. Paragraph 159 of the Third-Party Complaint is denied.

94. Paragraph 160 of the Third-Party Complaint is denied.

95. Paragraph 161 of the Third-Party Complaint is denied.

96. Paragraph 162 of the Third-Party Complaint is denied.

97. Paragraph 163 of the Third-Party Complaint is denied.

98. Paragraph 164 of the Third-Party Complaint is denied.

99. Paragraph 165 of the Third-Party Complaint is denied.

100. Paragraph 166 of the Third-Party Complaint is denied.

FOR A FOURTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Re-Assertion of Misidentification)

101. T3A incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

102. As previously explained, TET has misidentified T3A, referring to this entity as “T3 Aviation, LLC.” TET should correct the error in its pleading; but, if it continues to fail to do so, the Court is requested to correct this error.

103. Also as previously explained, the defenses and responses set out in this pleading ought to be construed as being offered on behalf of “T3 Aviation, Inc.,” and not “T3 Aviation, LLC.”

FOR A FIFTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Re-Assertion of General Denial)

104. T3A incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

105. As previously asserted, unless expressly admitted, qualified, or otherwise explained, each and every allegation of the Third-Party Complaint is denied.

FOR A SIXTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Lack of Personal Jurisdiction)

106. T3A incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

107. At the outset of T3A's inclusion in this lawsuit, T3A filed a motion to dismiss on the basis that T3A is not subject to personal jurisdiction in the Courts of the State of South Carolina.

108. Despite the lack of meaningful contacts between T3A and the State of South Carolina, which were verified by affidavits submitted in connection with the motion, by Order dated August 20, 2020, the Court denied T3A's motion to dismiss.

109. Regardless of the fact that the Court denied T3A's motion to dismiss for lack of personal jurisdiction, it is T3A's intention to see that such jurisdictional deficiency is preserved for later presentation, including appellate review, and in that connection, hereby continues to assert such deficiency as a complete defense to any obligation that T3A may have to litigate in this forum.

FOR A SEVENTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Failure to State Facts Sufficient to Constitute a Cause of Action)

110. T3A incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

111. With regard to at least one of the causes of action advanced against T3A, TET has failed to state facts sufficient to constitute a cause of action. Accordingly, consistent with Rule 12(b)(6), SCRCPP, such defective causes of action must be dismissed as a matter of law.

FOR AN EIGHTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT AND
BY WAY OF COUNTERCLAIM

112. T3A incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

**FOR A FIRST CAUSE OF ACTION OF THE COUNTERCLAIM
(Declaratory Judgment)**

113. TET has alleged, in various places throughout its Third-Party Complaint, that TET had legally enforceable agreements that were breached and/or wrongfully interfered with.

114. T3A seeks a declaratory judgment as to the existence of such agreements, as that determination of this issue will either sustain—or substantially diminish—the scope of the dispute presented by the Third-Party Complaint.

115. Paragraph 110 of the Third-Party Complaint demands that T3A be held liable to TET for breach of contract.

116. At no time prior to the filing of the Third-Party Complaint have T3A and TET been mutual parties to any agreement.

117. In the absence of their mutual participation in an agreement, TET—as a matter of law—cannot have a legally cognizable cause of action against T3A for breach of contract.

118. In Paragraphs 135-39 of the Third-Party Complaint, TET alleges that T3A intentionally interfered with a contract that TET had with Plaintiff.

119. At no time prior to the filing of the Third-Party Complaint did TET have any agreement in writing with Plaintiff with regard to the disposition of any parts of a Hawker 4000.

120. At no time prior to the filing of the Third-Party Complaint did TET have any verbal agreement with Plaintiff with regard to the disposition of any parts of a Hawker 4000.

121. At no time prior to the filing of the Third-Party Complaint did TET have any enforceable agreement with Plaintiff—cognizable through the doctrine of promissory estoppel—with regard to the disposition of any parts of a Hawker 4000.

122. In the absence of a legally cognizable agreement with Plaintiff regarding the disposition of the parts of a Hawker 4000, TET cannot have a legally cognizable cause of action against T3A for intentional interference with a contract between those parties.

123. T3A respectfully requests a judicial determination that: (i) it is not a party to any agreement with TET that can sustain an action for breach of contract; and (ii) TET was not a party to any agreement with Plaintiff that can sustain an action for intentional interference directed at T3A.

124. A real, substantial, and justiciable controversy exists with regard to the determination herein sought, and such determination is foundational to a substantial portion of TET's claim against T3A.

**FOR A SECOND CAUSE OF ACTION OF THE COUNTERCLAIM
(Malicious Prosecution)**

125. TET filed its Third-Party Complaint on April 9, 2020.

126. As of the time that TET filed its Third-Party Complaint, TET had actual knowledge that:

- a. TET did not have any agreement, enforceable or otherwise, with T3A; and,
- b. TET did not have any enforceable agreement with Plaintiff with which T3A could interfere, wrongfully or otherwise.

127. Despite having such actual knowledge, TET made false allegations of fact in the Third-Party Complaint to the contrary, without any good-faith basis to support their truthfulness, and has demanded affirmative relief from T3A thereon.

128. The false statements of fact made by TET against T3A are material, in the sense that TET could not sustain one or more of its causes of action against T3A without such false allegations having been made.

129. TET had actual, direct knowledge that such material allegations were false at the time they were filed in the Third-Party Complaint, proceeded with filing the Complaint anyway, and yet included the false allegations deliberately, with full knowledge of their falsity, in order to secure T3A's participation in these proceedings.

130. Consistent with the foregoing allegations, TET lacked probable cause—or, in the parlance of a malicious prosecution claim based on civil proceedings, a good-faith basis—to institute and continue these proceedings against T3A.

131. Because a substantial portion of TET's claim against T3A is lacking in probable cause, its institution and continuation of these proceedings against T3A betrays TET's malice.

132. As a consequence of TET's commencement and continuation of meritless litigation against T3A, T3A has incurred substantial expense, including but not limited to the costs of its defense, which shall continue to mount for as long as TET wishes to pursue its frivolous claims.

133. Accordingly, T3A is entitled to an award of damages from TET for its malicious prosecution, to include all manner of damages awardable, be they actual, direct, incidental, consequential, special, and punitive damages, and for reimbursement of T3A's costs of defense, including attorneys' fees and court costs.

FOR A NINTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Reservation of Rights)

134. T3A incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

135. T3A hereby reserves the right to alter, amend, modify, and/or supplement these pleadings as litigation proceeds, and all as contemplated by the Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, having fully responded to the allegations of the Third-Party Complaint, at least as such responses are presently understood, and further, having fully asserted its Counterclaim against TET, T3A respectfully requests a judgment and order from the Court which dismisses the Third-Party Complaint against T3A with prejudice, grants T3A the declaratory judgment sought, awards T3A the damages sought in connection with the action for malicious prosecution, and provides for such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham, Esq. (S.C. Bar No. 75089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, SC 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for T3 Aviation, Inc.

Filed this 1st Day of September, 2020.
Greenville, South Carolina

DEMAND FOR TRIAL BY JURY

I, the undersigned counsel for T3 Aviation, Inc., hereby request a trial by jury as to each and every cause of action to which the right of trial by jury is available.

s/ Steven Edward Buckingham

Steven Edward Buckingham, Esq.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
ARO-D ENTERPRISES, LLC,	)	C.A. No.: 2020-CP-23-01886
	)	
Plaintiff / Counterclaim-Defendant,	)	
	)	
vs.	)	<u>SUMMONS TO THIRD-PARTY COUNTERCLAIM</u>
	)	<u>OF FRANK GANGI TO TIGER ENTERPRISES &</u>
TIGER ENTERPRISES & TRADING,	)	<u>TRADING, INC.</u>
INC., BONNIE WALKER, and	)	
DWIGHT WALKER,	)	
	)	
Defendants / Counterclaim-Plaintiffs.	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
Third-Party Plaintiff / Third-Party	)	
Counterclaim Defendant,	)	
	)	
vs.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
and T3 AVIATION, LLC,	)	
	)	
Third-Party Defendants.	)	

TO THE THIRD-PARTY COUNTERCLAIM DEFENDANT ABOVE-NAMED:

You are hereby summoned and required to answer the Third-Party Counterclaim in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Third-Party Counterclaim to the undersigned counsel at his office, 16 Wellington Avenue, Greenville, SC 29609, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Third-Party Counterclaim within the time aforesaid, the Third-Party Counterclaimant will apply to the Court for the relief demanded therein, and judgment by default may be rendered against you for the relief demanded in the Third-Party Counterclaim.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham (S.C. Bar No. 0075089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, South Carolina 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for Frank Gangi

Filed this 1st Day of September, 2020.
Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
ARO-D ENTERPRISES, LLC,	)	C.A. No.: 2020-CP-23-01886
	)	
Plaintiff / Counterclaim-Defendant,	)	
	)	
vs.	)	<u>ANSWER OF FRANK GANGI TO THE THIRD-</u>
	)	<u>PARTY COMPLAINT, AND COUNTERCLAIM</u>
TIGER ENTERPRISES & TRADING,	)	<u>AGAINST TIGER ENTERPRISES & TRADING,</u>
INC., BONNIE WALKER, and	)	<u>INC.</u>
DWIGHT WALKER,	)	
	)	
Defendants / Counterclaim-Plaintiffs.	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
Third-Party Plaintiff / Third-Party	)	
Counterclaim Defendant,	)	
	)	
vs.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
and T3 AVIATION, LLC,	)	
	)	Trial by Jury Demanded
Third-Party Defendants.	)	

COMES NOW Frank Gangi, Third-Party Defendant, by and through his undersigned counsel, and responding to the allegations of the Third-Party Complaint that Defendant Tiger Enterprises & Trading, Inc. (“TET”) has brought, and further, by way of Counterclaim, would respectfully show unto this Honorable Court as follows:

FOR A FIRST DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(General Denial)

1. Unless expressly admitted, qualified, or otherwise explained, each and every allegation of the Third-Party Complaint is denied.

FOR A SECOND DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Responses to Specific Allegations of Fact)

2. Gangi incorporates each of his foregoing defenses into this specific defense, to the extent the allegations in support of the foregoing defenses are not inconsistent with the defense that follows.

3. Responding to Paragraph 64 of the Third-Party Complaint, which is where the allegations in support of TET's Third-Party Complaint commence, such allegations are, on information and belief, admitted.

4. Responding to Paragraph 65 of the Third-Party Complaint, such paragraph is not stated in the form of a sentence, as it appears to be missing a subject. Accordingly, because the meaning of this Paragraph is imperceptible, Gangi is without knowledge or information sufficient to form a belief as to the truth of the allegations, and so denies the same.

5. Paragraph 66 of the Third-Party Complaint is admitted.

6. Paragraph 67 of the Third-Party Complaint is denied.

7. Responding to Paragraph 68 of the Third-Party Complaint, such allegations are denied with respect to Gangi. Moreover, because Gangi cannot speak to the assertion of jurisdiction over co-defendants, the remaining allegations of Paragraph 68 are denied.

8. Responding to Paragraph 69 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

9. Responding to Paragraph 70 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

10. Responding to Paragraph 71 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

11. Responding to Paragraph 72 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

12. Responding to Paragraph 73 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

13. Responding to Paragraph 74 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

14. Responding to Paragraph 75 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

15. Responding to Paragraph 76 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

16. Responding to Paragraph 77 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

17. Responding to Paragraph 78 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

18. Responding to Paragraph 79 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

19. Responding to Paragraph 80 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

20. Responding to Paragraph 81 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

21. Responding to Paragraph 82 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

22. Responding to Paragraph 83 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

23. Responding to Paragraph 84 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

24. Responding to Paragraph 85 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

25. Responding to Paragraph 86 of the Third-Party Complaint, it is admitted that Gangi has not offered to pay any amount to TET, nor is Gangi under any obligation to do so. Moreover, because Gangi cannot speak for its co-defendants, the remaining allegations of Paragraph 86 are denied.

26. Paragraph 87 of the Third-Party Complaint is denied.

27. Responding to Paragraph 88 of the Third-Party Complaint, it is admitted that, in July 2019, Gangi—on behalf of T3 Aviation, Inc. (“T3A”)—responded to two unsolicited emails sent by TET, by which TET offered to sell parts to the Hawker 4000 aircraft which TET did not own, and to which it has no claim of ownership, and all for an exorbitant amount of money. In that connection, TET was attempting to inject itself into T3A’s business relationship with Plaintiff, despite having no good-faith basis for doing so. It is further admitted that Gangi—acting on behalf of T3A—strongly and clearly advised TET to refrain from interfering with T3A’s business opportunities, and that TET has disregarded T3A’s admonishment. To the extent that there are other or further allegations set out in Paragraph 88 to which a response may be required, they are denied.

28. Responding to Paragraph 89 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

29. Responding to Paragraph 90 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

30. Paragraph 91 of the Third-Party Complaint is denied.

31. Paragraph 92 of the Third-Party Complaint is denied.

32. Paragraph 93 of the Third-Party Complaint is denied.

33. Responding to Paragraph 94 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

34. Responding to Paragraph 95 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

35. Responding to Paragraph 96 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

36. Paragraph 97 of the Third-Party Complaint is, on information and belief, admitted.

37. Responding to Paragraph 98 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

38. Responding to Paragraph 99 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

39. Responding to Paragraph 100 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of the allegations pertaining to Dixon's refusal to sign a consignment agreement, as only Dixon knows his reasons, and so denies the same. By way of further response, Gangi denies any wrongful interference in any legitimate business relationship or expectancy that TET perceives it may have had with Plaintiff. To the extent that there are other or further allegations set out in Paragraph 100 to which a response may be required, they are denied.

40. Paragraph 101 of the Third-Party Complaint is not stated in the form of a complete sentence, and its meaning is therefore imperceptible. Accordingly, Gangi lacks knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

41. Paragraph 102 of the Third-Party Complaint fails to contain any assertion of fact to which a meaningful response may be offered. Accordingly, the allegations of Paragraph 102 are denied.

42. Paragraph 103 of the Third-Party Complaint fails to contain any assertion of fact to which a meaningful response may be offered. Accordingly, the allegations of Paragraph 103 are denied.

43. Responding to Paragraph 104 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

44. Responding to Paragraph 105 of the Third-Party Complaint, it is admitted that Gangi maintains his personal residence in Massachusetts, and that Dixon's affidavit of March 5, 2020 purports to have been notarized in Massachusetts. To the extent that the remaining allegations of Paragraph 105 may require some other or further response, Gangi is without

knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

45. Paragraph 106 of the Third-Party Complaint is denied.

46. Paragraph 107 of the Third-Party Complaint is denied.

47. Responding to Paragraph 108 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

48. Paragraph 109 of the Third-Party Complaint is denied.

49. Paragraph 110 of the Third-Party Complaint is denied.

50. Responding to Paragraph 112 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

51. Responding to Paragraph 113 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

52. Responding to Paragraph 114 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

53. Responding to Paragraph 115 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

54. Responding to Paragraph 116 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

55. Responding to Paragraph 117 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

56. Responding to Paragraph 118 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

57. Responding to Paragraph 119 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

58. Paragraph 120 of the Third-Party Complaint is denied.

59. Responding to Paragraph 122 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

60. Responding to Paragraph 123 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

61. Responding to Paragraph 124 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

62. Responding to Paragraph 125 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

63. Responding to Paragraph 126 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

64. Responding to Paragraph 127 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

65. Responding to Paragraph 128 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

66. Responding to Paragraph 129 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

67. Paragraph 130 of the Third-Party Complaint is denied.

68. Responding to Paragraph 132 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

69. Responding to Paragraph 133 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

70. Paragraph 134 of the Third-Party Complaint is denied.

71. Paragraph 136 of the Third-Party Complaint is denied.

72. Paragraph 137 of the Third-Party Complaint is denied.

73. Paragraph 138 of the Third-Party Complaint is denied.

74. Paragraph 139 of the Third-Party Complaint is denied.

75. Paragraph 141 of the Third-Party Complaint is denied.

76. Paragraph 142 of the Third-Party Complaint is denied.

77. Paragraph 143 of the Third-Party Complaint is denied.

78. Paragraph 144 of the Third-Party Complaint is denied.

79. Paragraph 146 of the Third-Party Complaint is denied.

80. Paragraph 147 of the Third-Party Complaint is denied.

81. Paragraph 148 of the Third-Party Complaint is denied.

82. Paragraph 149 of the Third-Party Complaint is denied.

83. Responding to Paragraph 151 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

84. Responding to Paragraph 152 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

85. Responding to Paragraph 153 of the Third-Party Complaint, Gangi is without knowledge or information sufficient to form a belief as to the truth of such allegations, and so denies the same.

86. Paragraph 155 of the Third-Party Complaint is denied.

87. Paragraph 156 of the Third-Party Complaint is denied.

- 88. Paragraph 157 of the Third-Party Complaint is denied.
- 89. Paragraph 159 of the Third-Party Complaint is denied.
- 90. Paragraph 160 of the Third-Party Complaint is denied.
- 91. Paragraph 161 of the Third-Party Complaint is denied.
- 92. Paragraph 162 of the Third-Party Complaint is denied.
- 93. Paragraph 163 of the Third-Party Complaint is denied.
- 94. Paragraph 164 of the Third-Party Complaint is denied.
- 95. Paragraph 165 of the Third-Party Complaint is denied.
- 96. Paragraph 166 of the Third-Party Complaint is denied.

FOR A FOURTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Re-Assertion of General Denial)

97. Gangi incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

98. As previously asserted, unless expressly admitted, qualified, or otherwise explained, each and every allegation of the Third-Party Complaint is denied.

FOR A FIFTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Lack of Personal Jurisdiction)

99. Gangi incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

100. At the outset of Gangi's inclusion in this lawsuit, Gangi filed a motion to dismiss on the basis that Gangi is not subject to personal jurisdiction in the Courts of the State of South Carolina.

101. Despite the lack of meaningful contacts between Gangi and the State of South Carolina, which were verified by affidavits submitted in connection with the motion, by Order dated August 20, 2020, the Court denied Gangi's motion to dismiss.

102. Regardless of the fact that the Court denied Gangi's motion to dismiss for lack of personal jurisdiction, it is Gangi's intention to see that such jurisdictional deficiency is preserved for later presentation, including appellate review, and in that connection, hereby continues to assert such deficiency as a complete defense to any obligation that Gangi may have to litigate in this forum.

FOR A SIXTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Failure to State Facts Sufficient to Constitute a Cause of Action)

103. Gangi incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

104. With regard to at least one of the causes of action advanced against Gangi, TET has failed to state facts sufficient to constitute a cause of action. Accordingly, consistent with Rule 12(b)(6), SCRPC, such defective causes of action must be dismissed as a matter of law.

FOR A SEVENTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT AND
BY WAY OF COUNTERCLAIM

105. Gangi incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

FOR A FIRST CAUSE OF ACTION OF THE COUNTERCLAIM
(Declaratory Judgment)

106. TET has alleged, in various places throughout its Third-Party Complaint, that TET had legally enforceable agreements that were breached and/or wrongfully interfered with.

107. Gangi seeks a declaratory judgment as to the existence of such agreements, as that determination of this issue will either sustain—or substantially diminish—the scope of the dispute presented by the Third-Party Complaint.

108. Paragraph 110 of the Third-Party Complaint demands that Gangi be held liable to TET for breach of contract.

109. At no time prior to the filing of the Third-Party Complaint have Gangi and TET been mutual parties to any agreement.

110. In the absence of their mutual participation in an agreement, TET—as a matter of law—cannot have a legally cognizable cause of action against Gangi for breach of contract.

111. In Paragraphs 135-39 of the Third-Party Complaint, TET alleges that Gangi intentionally interfered with a contract that TET had with Plaintiff.

112. At no time prior to the filing of the Third-Party Complaint did TET have any agreement in writing with Plaintiff with regard to the disposition of any parts of a Hawker 4000.

113. At no time prior to the filing of the Third-Party Complaint did TET have any verbal agreement with Plaintiff with regard to the disposition of any parts of a Hawker 4000.

114. At no time prior to the filing of the Third-Party Complaint did TET have any enforceable agreement with Plaintiff—cognizable through the doctrine of promissory estoppel—with regard to the disposition of any parts of a Hawker 4000.

115. In the absence of a legally cognizable agreement with Plaintiff regarding the disposition of the parts of a Hawker 4000, TET cannot have a legally cognizable cause of action against Gangi for intentional interference with a contract between those parties.

116. Gangi respectfully requests a judicial determination that: (i) he is not a party to any agreement with TET that can sustain an action for breach of contract; and (ii) TET was not a party

to any agreement with Plaintiff that can sustain an action for intentional interference directed at Gangi.

117. A real, substantial, and justiciable controversy exists with regard to the determination herein sought, and such determination is foundational to a substantial portion of TET's claim against Gangi.

**FOR A SECOND CAUSE OF ACTION OF THE COUNTERCLAIM
(Malicious Prosecution)**

118. TET filed its Third-Party Complaint on April 9, 2020.

119. As of the time that TET filed its Third-Party Complaint, TET had actual knowledge that:

- a. TET did not have any agreement, enforceable or otherwise, with Gangi; and,
- b. TET did not have any enforceable agreement with Plaintiff with which Gangi could interfere, wrongfully or otherwise.

120. Despite having such actual knowledge, TET made false allegations of fact in the Third-Party Complaint to the contrary, without any good-faith basis to support their truthfulness, and has demanded affirmative relief from Gangi thereon.

121. The false statements of fact made by TET against Gangi are material, in the sense that TET could not sustain one or more of its causes of action against Gangi without such false allegations having been made.

122. TET had actual, direct knowledge that such material allegations were false at the time they were filed in the Third-Party Complaint, proceeded with filing the Complaint anyway, and yet included the false allegations deliberately, with full knowledge of their falsity, in order to secure Gangi's participation in these proceedings.

123. Consistent with the foregoing allegations, TET lacked probable cause—or, in the parlance of a malicious prosecution claim based on civil proceedings, a good-faith basis—to institute and continue these proceedings against Gangi.

124. Because a substantial portion of TET's claim against Gangi is lacking in probable cause, its institution and continuation of these proceedings against Gangi betrays TET's malice.

125. As a consequence of TET's commencement and continuation of meritless litigation against Gangi, Gangi has incurred substantial expense, including but not limited to the costs of its defense, which shall continue to mount for as long as TET wishes to pursue its frivolous claims.

126. Accordingly, Gangi is entitled to an award of damages from TET for its malicious prosecution, to include all manner of damages awardable, be they actual, direct, incidental, consequential, special, and punitive damages, and for reimbursement of Gangi's costs of defense, including attorneys' fees and court costs.

FOR AN EIGHTH DEFENSE TO THE ALLEGATIONS OF THE THIRD-PARTY COMPLAINT
(Reservation of Rights)

127. Gangi incorporates each of its foregoing defenses and responses to the allegations of the Third-Party Complaint into this specific defense, to the extent the allegations in support of the foregoing defenses and responses are not inconsistent with the defense that follows.

128. Gangi hereby reserves the right to alter, amend, modify, and/or supplement these pleadings as litigation proceeds, and all as contemplated by the Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, having fully responded to the allegations of the Third-Party Complaint, at least as such responses are presently understood, and further, having fully asserted its Counterclaim against TET, Gangi respectfully requests a judgment and order from the Court which dismisses the Third-Party Complaint against Gangi with prejudice, grants Gangi the declaratory judgment sought, awards Gangi the damages sought in connection with the action for malicious prosecution, and provides for such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham, Esq. (S.C. Bar No. 75089)
 The Law Office of Steven Edward Buckingham, LLC
 16 Wellington Avenue
 Greenville, SC 29609
 (o) 864.735.0832
 (e) seb@buckingham.legal

Attorney for Frank Gangi

Filed this 1st Day of September, 2020.
 Greenville, South Carolina

DEMAND FOR TRIAL BY JURY

I, the undersigned counsel for Frank Gangi, hereby request a trial by jury as to each and every cause of action to which the right of trial by jury is available.

s/ Steven Edward Buckingham

Steven Edward Buckingham, Esq.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) 13TH JUDICIAL CIRCUIT

ARO-D ENTERPRISES, LLC,	)	
	)	
PLAINTIFF,	)	C.A. No.: 2020-CP-23-01886
	)	
V.	)	
	)	ANSWER TO COUNTERCLAIM
TIGER ENTERPRISES & TRADING,	)	OF T3 AVIATION, LLC
INC., BONNIE WALKER AND	)	
DWIGHT WALKER,	)	
	)	
DEFENDANTS/	)	
COUNTERCLAIMANTS.	)	
	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
3 RD PTY PLAINTIFFS,	)	
V.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
AND T3 AVIATION, LLC,	)	
	)	
3 RD PTY DEFENDANTS,	)	
	)	

COMES NOW THE DEFENDANTS, COUNTERCLAIMANTS, AND 3RD PARTY PLAINTIFFS TIGER ENTERPRISES & TRADING, INC., BONNIE WALKER AND DWIGHT WALKER (hereafter “Tiger,” “Bonnie,” “Dwight,” “Defendant” or collectively, “Defendants”), answering the Counterclaim of Third-Party Defendant T3 Aviation, LLC (hereafter “Counterclaim”), and would respectfully show unto this Court as follows:

FOR A FIRST DEFENSE

1. The Defendants deny each and every allegation set forth in the Counterclaim which is not hereinafter specifically admitted or to which a response is not otherwise provided.

FOR A SECOND DEFENSE

1. Answering Paragraphs 1 through 111 of the Counterclaim, Defendants respond and state no response is required to any allegations of these Paragraphs. To the extent that a response could be required to the allegations of these Paragraphs, deny.
2. Answering Paragraph 112 of the Counterclaim, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
3. Answering Paragraph 113 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
4. Answering Paragraph 114 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
5. Answering Paragraph 115 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
6. Answering Paragraph 116 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.

7. Answering Paragraph 117 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
8. Answering Paragraph 118 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
9. Answering Paragraph 119 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
10. Answering Paragraph 120 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
11. Answering Paragraph 121 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
12. Answering Paragraph 122 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is

required. To the extent that a response could be required to the allegations of this Paragraph, deny.

13. Answering Paragraph 123 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
14. Answering Paragraph 124 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
15. Answering Paragraph 125 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
16. Answering Paragraph 126 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
17. Answering Paragraph 127 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
18. Answering Paragraph 128 of the Counterclaim, Defendants deny.

19. Answering Paragraph 129 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
20. Answering Paragraph 130 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
21. Answering Paragraph 131 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
22. Answering Paragraph 132 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
23. Answering Paragraph 133 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
24. Answering Paragraph 134 of the Counterclaim, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

25. Answering Paragraph 135 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.

FOR A 3RD DEFENSE

26. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
27. One or more of Counterclaims must be dismissed for failure to state a claim.

FOR A 4TH DEFENSE

28. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
29. One or more of the Counterclaims must be dismissed due to the doctrines of estoppel, consent and waiver.

FOR A 5TH DEFENSE

30. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
31. One or more of Counterclaims must be dismissed for unclean hands.

FOR A 6TH DEFENSE

32. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
33. One or more of the Counterclaims must be dismissed because those claims are preempted by other laws.

FOR A 7TH DEFENSE

34. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
35. To the extent punitive damages are claimed, Defendants would show, upon information and belief, that any such claim for punitive damages violates the 5th, 6th, 7th, 8th and 14th Amendments to the Constitution of the United States of America in that it violates the double jeopardy clause in that Defendants could be subjected to multiple awards of punitive damages for the same set of facts; the self-incrimination clause is being violated because Defendants can be compelled to give testimony against themselves in a penalty situation such as punitive damages; the assessment of punitive damages by a burden of proof less than beyond a reasonable doubt is violative of the 6th and 14th Amendments in that punitive damages are a fine or penalty and are, therefore, quasi-criminal in nature; the claim for punitive damages violates Defendants' right to access the courts as guaranteed by the 7th and 14th Amendments because the threat of an award of punitive damages chills Defendants' exercise of that right; any such claim for punitive damages violates the 8th Amendment's guarantee that excessive fines shall not be imposed; the Plaintiffs' claim for punitive damages violates both the due process and equal protection clauses of the 14th Amendment in that the standard for awarding either punitive damages is unduly vague and, therefore, violates both procedural and substantive due process safeguards; therefore, any alleged claim for punitive damages should be dismissed.

FOR A 8TH DEFENSE

36. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

37. One or more of the Counterclaims must be dismissed because of the lack of existence of a condition precedent.

FOR A 9TH DEFENSE

38. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

39. As to any claim for punitive damages, Defendants would allege that any award of punitive damages may not exceed the greater of three times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of five hundred thousand dollars, as provided in S.C. Code Ann. §15-32-530.

FOR A 10TH DEFENSE

40. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

41. One or more of the Counterclaims must be dismissed because the claimant failed to prove damages, and failed to mitigate any alleged damages.

FOR A 11TH DEFENSE

42. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

43. One or more of the Counterclaims must be dismissed because the claimant lacks standing to bring claims.

FOR A 12TH DEFENSE

44. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

45. One or more of the Counterclaims must be dismissed because the claim is not ripe.

FOR A 13TH DEFENSE

46. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
47. Defendants reserve the right to plead additional defenses or counterclaims as may arise in discovery in this action.

WHEREFORE, Defendants request this Court dismiss T3 Aviation, LLC's Counterclaims and provide such other relief as it deems necessary and appropriate under the circumstances, including damages, attorneys' fees, costs, trebled damages, exemplary damages, punitive damages and equitable relief.

WESLEY D. FEW, LLC

s/Wesley D. Few/
Wesley D. Few, S.C. Bar No. 15565
P.O. Box 9398
Greenville, South Carolina 29604
864-404-7792 | wes@wesleyfew.com

ATTORNEYS FOR DEFENDANTS,
COUNTERCLAIMANTS, AND THRID-PARTY
PLAINTIFFS TIGER ENTERPRISES &
TRADING, INC., BONNIE WALKER AND
DWIGHT WALKER

Greenville, South Carolina
October 8, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	13 TH JUDICIAL CIRCUIT

ARO-D ENTERPRISES, LLC,	)	
	)	
PLAINTIFF,	)	C.A. No.: 2020-CP-23-01886
	)	
V.	)	
	)	ANSWER TO COUNTERCLAIM
TIGER ENTERPRISES & TRADING,	)	OF FRANK GANGI
INC., BONNIE WALKER AND	)	
DWIGHT WALKER,	)	
	)	
DEFENDANTS/	)	
COUNTERCLAIMANTS.	)	
	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
3 RD PTY PLAINTIFFS,	)	
V.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
AND T3 AVIATION, LLC,	)	
	)	
3 RD PTY DEFENDANTS,	)	
	)	

COMES NOW THE DEFENDANTS, COUNTERCLAIMANTS, AND 3RD PARTY PLAINTIFFS TIGER ENTERPRISES & TRADING, INC., BONNIE WALKER AND DWIGHT WALKER (hereafter “Tiger,” “Bonnie,” “Dwight,” “Defendant” or collectively, “Defendants”), answering the Counterclaim of Third-Party Defendant Frank Gangi (hereafter “Counterclaim”), and would respectfully show unto this Court as follows:

FOR A FIRST DEFENSE

1. The Defendants deny each and every allegation set forth in the Counterclaim which is not hereinafter specifically admitted or to which a response is not otherwise provided.

FOR A SECOND DEFENSE

1. Answering Paragraphs 1 through 104 of the Counterclaim, Defendants respond and state no response is required to any allegations of these Paragraphs. To the extent that a response could be required to the allegations of these Paragraphs, deny.
2. Answering Paragraph 105 of the Counterclaim, Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
3. Answering Paragraph 106 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
4. Answering Paragraph 107 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
5. Answering Paragraph 108 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
6. Answering Paragraph 109 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.

7. Answering Paragraph 110 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
8. Answering Paragraph 111 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
9. Answering Paragraph 112 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
10. Answering Paragraph 113 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
11. Answering Paragraph 114 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
12. Answering Paragraph 115 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is

required. To the extent that a response could be required to the allegations of this Paragraph, deny.

13. Answering Paragraph 116 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
14. Answering Paragraph 117 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
15. Answering Paragraph 118 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
16. Answering Paragraph 119 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
17. Answering Paragraph 120 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
18. Answering Paragraph 121 of the Counterclaim, Defendants deny.

19. Answering Paragraph 122 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
20. Answering Paragraph 123 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
21. Answering Paragraph 124 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
22. Answering Paragraph 125 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.
23. Answering Paragraph 126 of the Counterclaim, Defendants would admit only so much as is shown in the Third-Party Complaint and crave reference to same, and deny any allegations inconsistent therewith. Defendants deny the remaining allegations of this Paragraph.
24. Answering Paragraph 127 of the Counterclaim, Defendants incorporates the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

25. Answering Paragraph 128 of the Counterclaim, Defendants respond and state that the allegations of this Paragraph set forth legal conclusions for which no response is required. To the extent that a response could be required to the allegations of this Paragraph, deny.

FOR A 3RD DEFENSE

26. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
27. One or more of Counterclaims must be dismissed for failure to state a claim.

FOR A 4TH DEFENSE

28. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
29. One or more of the Counterclaims must be dismissed due to the doctrines of estoppel, consent and waiver.

FOR A 5TH DEFENSE

30. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
31. One or more of Counterclaims must be dismissed for unclean hands.

FOR A 6TH DEFENSE

32. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
33. One or more of the Counterclaims must be dismissed because those claims are preempted by other laws.

FOR A 7TH DEFENSE

34. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
35. To the extent punitive damages are claimed, Defendants would show, upon information and belief, that any such claim for punitive damages violates the 5th, 6th, 7th, 8th and 14th Amendments to the Constitution of the United States of America in that it violates the double jeopardy clause in that Defendants could be subjected to multiple awards of punitive damages for the same set of facts; the self-incrimination clause is being violated because Defendants can be compelled to give testimony against themselves in a penalty situation such as punitive damages; the assessment of punitive damages by a burden of proof less than beyond a reasonable doubt is violative of the 6th and 14th Amendments in that punitive damages are a fine or penalty and are, therefore, quasi-criminal in nature; the claim for punitive damages violates Defendants' right to access the courts as guaranteed by the 7th and 14th Amendments because the threat of an award of punitive damages chills Defendants' exercise of that right; any such claim for punitive damages violates the 8th Amendment's guarantee that excessive fines shall not be imposed; the Plaintiffs' claim for punitive damages violates both the due process and equal protection clauses of the 14th Amendment in that the standard for awarding either punitive damages is unduly vague and, therefore, violates both procedural and substantive due process safeguards; therefore, any alleged claim for punitive damages should be dismissed.

FOR A 8TH DEFENSE

36. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

37. One or more of the Counterclaims must be dismissed because of the lack of existence of a condition precedent.

FOR A 9TH DEFENSE

38. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

39. As to any claim for punitive damages, Defendants would allege that any award of punitive damages may not exceed the greater of three times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of five hundred thousand dollars, as provided in S.C. Code Ann. §15-32-530.

FOR A 10TH DEFENSE

40. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

41. One or more of the Counterclaims must be dismissed because the claimant failed to prove damages, and failed to mitigate any alleged damages.

FOR A 11TH DEFENSE

42. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

43. One or more of the Counterclaims must be dismissed because the claimant lacks standing to bring claims.

FOR A 12TH DEFENSE

44. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.

45. One or more of the Counterclaims must be dismissed because the claim is not ripe.

FOR A 13TH DEFENSE

46. Defendants incorporate the responses to the preceding paragraphs and reallege them here as if repeated verbatim.
47. Defendants reserve the right to plead additional defenses or counterclaims as may arise in discovery in this action.

WHEREFORE, Defendants request this Court dismiss Mr. Gangi's Counterclaims and provide such other relief as it deems necessary and appropriate under the circumstances, including damages, attorneys' fees, costs, trebled damages, exemplary damages, punitive damages and equitable relief.

WESLEY D. FEW, LLC

s/Wesley D. Few/
Wesley D. Few, S.C. Bar No. 15565
P.O. Box 9398
Greenville, South Carolina 29604
864-404-7792 | wes@wesleyfew.com

ATTORNEYS FOR DEFENDANTS,
COUNTERCLAIMANTS, AND THRID-PARTY
PLAINTIFFS TIGER ENTERPRISES &
TRADING, INC., BONNIE WALKER AND
DWIGHT WALKER

Greenville, South Carolina
October 8, 2020

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ARO-D Enterprises, LLC,
Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker and Dwight Walker,
Defendants / Counterclaimants.

Tiger Enterprises and Trading, Inc.,
Third-Party Plaintiffs,

v.

Rudy A. Dixon, Frank T. Gangi, and T3
Aviation, LLC,
Third-Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-23-01886

**MOTION FOR PARTIAL
SUMMARY JUDGMENT**

COMES NOW ARO-D Enterprises, LLC, Plaintiff, by and through its undersigned counsel, and pursuant to Rule 56, SCRCPP, files this Motion for Partial Summary Judgment.

Plaintiff's second cause of action is for claim and delivery. As described in the Complaint, the property at issue consists of dozens of parts from an aircraft known as a "Hawker 4000." These parts are indisputably Plaintiff's property. And they have been held hostage by Defendant Tiger Enterprises & Trading, Inc. ("**TET**") since July 2019. They must be returned.

The parts at issue are identified on the document filed herewith as Exhibit A. This is an accounting of parts prepared by Michael O'Shea, of Forensic Research Group, Inc. Exhibit A shows all the parts that are currently being wrongfully held at Defendant's facility in Pelzer. The value of these parts exceeds several hundred thousand dollars.

Exhibit B is the affidavit of Rudy Dixon. Plaintiff is a single-member LLC, and Mr. Dixon is that sole member. Mr. Dixon filed this affidavit in this case on April 9, 2020. The affidavit affirms that the aircraft parts at issue (Ex. A) are the property of his company, Plaintiff.

Exhibit C is an excerpt of deposition testimony from Dan Hansen. Mr. Hansen is the vice president of TET. Mr. Hansen gave testimony about this case on August 14, 2020. In relevant part, Mr. Hansen testified as follows:

Q: Who is the owner of these parts as we speak today?

A: Which parts?

Q: The Hawker 4000 inventory.

A: Rudy Dixon.

Q: Why—if Rudy owns them, why are you retaining them?

[Defendants' Counsel Objects to the Form of the Question]

A: We had entered in good faith into an agreement with Rudy, spent money and many hours of work of logistics and trying to get the material here, trying to finalize a transaction with Rudy on the promise of hundreds of thousands of dollars of revenue for Tiger and profits, you know, with Rudy as well.

And when he came to our facility and decided not to sign the consignment agreement and to pull all of the material back when we had already incurred debt to him, the material is collateral now against the debts owed to Tiger.

(Hansen Dep. Tr., Ex. C, 149:6-25.)

In short: (1) the aircraft parts at issue, which are identified on Exhibit A, are Plaintiff's property; (2) TET is in possession of those parts; and (3) Defendant is holding those parts as "collateral."

To be clear, the word "collateral," here, means "hostage." According to Mr. Hansen's testimony:

There was no—there was never a signed consignment agreement by Rudy Dixon. He intended to—he told us on multiple occasions, told me myself personally, that he was going to sign the consignment agreement, which was how this program came to be, and when he defaulted on signing it and changed his tune on how this was going to go, **we had to come up with alternatives on how we could be compensated**. . . .

(Hansen Dep., Ex. C, 59:15-25 (emphasis added).)

The “alternative” that TET came up with was to hold Plaintiff’s property as security for some payment that TET believes it is owed. But, to be clear, not only is there no consignment agreement between Plaintiff and TET regarding the aircraft parts at issue, there is no written agreement whatsoever that allows TET to hold Plaintiff’s property as security for any reason. Consider the following sections of the South Carolina Uniform Commercial Code:

- (i) “[A] security interest is enforceable against the debtor . . . with respect to collateral only if: . . . the debtor has authenticated a security agreement that provides a description of the collateral . . . ,” S.C. Code § 36-9-203(b)(3)(A);
- (ii) “‘Authenticate’ means to sign . . . ,” *Id.* § 36-9-102(7)(A).

TET has no written (or otherwise signed or authenticated) agreement with Plaintiff that would allow TET to hold—and certainly indefinitely—Plaintiff’s property. In fact, Plaintiff has explicitly demanded TET to return its parts, and TET has refused. (Hansen Dep., Ex. C, 123:1-2.) TET has decided instead to engage in self-help with regard to having security of payment for a disputed debt. In fact, it has more-than-helped itself, since the value of the property at stake is worth hundreds-of-thousands-of-dollars more than whatever amount it is that TET claims it is owed.

Regardless of the amount that TET owes Plaintiff, or that Plaintiff owes TET, these are issues that will ultimately be resolved at trial. What is not at issue is who owns the parts involved in this case. Plaintiff does. And this fact has been admitted by TET; it is not in dispute. There is

no basis in law or equity for TET to continue holding property it does not own, during the pendency of this case, to secure the payment of a disputed debt in the absence of any valid, enforceable security agreement giving Defendant that power.

The property, as shown on Exhibit A, is Plaintiff's. And it must be returned.

WHEREFORE, Plaintiff respectfully requests the entry of an Order granting summary judgment in Plaintiff's favor as to its action for claim and delivery, requiring Defendant's immediate dispossession of the property shown on Exhibit A, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/J.J. Andrighetti

J. J. Andrighetti (SC Bar # 72741)
Culbertson Andrighetti, LLC
114 Manly St.
Greenville, SC 29601
P: 864-370-8222
E: jj@palmettolawfirm.com
Attorney for Plaintiff

Greenville, South Carolina
December __, 2020

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie
Walker, and Dwight Walker,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2019-CP-23-06666

AFFIDAVIT OF RUDY DIXON

Personally appeared before me Rudy Dixon, who, being duly sworn, states and testifies as follows:

1. I am a citizen and resident of the County of Hillsborough, State of Florida.
2. I have been advised of the penalty for perjury, which can include fines and criminal detention. I am providing the information in this affidavit based on my own personal knowledge unless stated otherwise.
3. I am the sole member of ARO-D Enterprises, LLC, the plaintiff in this matter. I have read the allegations contained in the Complaint in this matter and the same are true, based upon personal knowledge except those stated to be based upon information and belief, and as to those, they are believed to be true.
4. I have personally been involved in the aircraft industry for approximately 55 years. I formed ARO in 2009 for the purpose of acquiring and selling aircraft, airframe components, sub-assemblies, engines, and engine parts.

ELECTRONICALLY FILED - 2020 Apr 09 2:53 PM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301886
ELECTRONICALLY FILED - 2020 Dec 30 4:06 PM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301886

5. I acquired a Hawker 4000 (“Hawker”) mid-size business jet previously owned by the Federal Republic of Nigeria for the purpose of disassembling the plane and selling the various components and parts (“Hawker inventory”).
6. Defendant Dwight Walker and I discussed selling the Hawker inventory to Defendant Tiger Enterprises & Trading, Inc. (“TET”). TET offered a consignment agreement during these negotiations, which I specifically and unequivocally rejected.
7. Dwight Walker and I subsequently agreed that I would disassemble the Hawker and ship the Hawker inventory to TET’s warehouse for inspection, at which time TET would make an offer to purchase the Hawker inventory from Plaintiff.
8. I disassembled the Hawker and shipped the Hawker inventory to TET beginning in July, 2019, and as further described in the pleadings of this matter.
9. Without my knowledge or consent, Defendants forged my signature on the Part or Material Certification Form (“Certification Form”) for the Hawker inventory. See Exhibit C.
10. The Certification Form is required by the Federal Aviation Administration (“FAA”) to trace the origination of aircraft parts. Additionally, the representations in the Certification Form are inaccurate and could be used to subject me to civil and criminal liability.
11. Without my knowledge or consent, TET began taking portions of the Hawker inventory for itself under the guise that it was purchasing the parts.
12. Defendants took the following parts at well below market value:
 - a. TET took the Internal Reference System - IRS1 (also known as the Micro IRS) and allegedly tendered payment in the amount of \$12,500.00. However, the

market value for Internal Reference Systems ranges is \$405,300.00 as of the date of this affidavit.

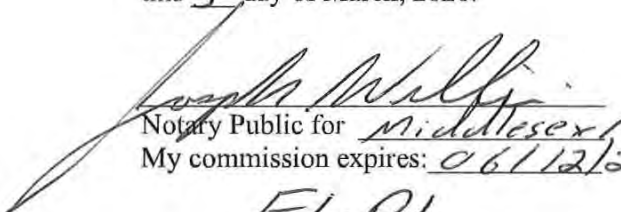
- b. TET took the VHF 1 Antenna RCVR and VHF 2 Antenna RCVR (also referred to as R/T ARINC 429 HIRF H)) and allegedly tendered payment in the total amount of \$14,500.00. However, the market value for the receivers is \$141,460.00 each, or \$282,920.00 total.
 - c. TET took the Coupler 1 and Coupler 2 (also referred to as the Coupler Assembly) and allegedly tendered payment in the amount of \$1,700.00. However, upon information and belief, the market value for the Coupler Assembly is approximately \$50,000.00 each or \$100,000.00 total.
 - d. TET took the Temp Probe and allegedly tendered payment in the amount of \$2,700.00. However, upon information and belief, the market rate for the Temp Probe is approximately \$15,000.00.
13. The Internal Reference System - IRS1 (also known as the Micro IRS) is a laser guidance system that is restricted by the FAA and U.S. Department of State. It may only be sold to certain approved individuals or entities. Sales to non-permitted individuals and entities could subject the selling and/or certifying party to civil or criminal penalties, which is precisely why TET forged my name to the Certification Form. The location of the Internal Reference System is currently unknown and upon information and belief, is currently being investigated by the U.S. Department of State.
14. Defendants' actions have subjected all parties to investigation and scrutiny by various federal agencies and aviation accrediting agencies, including the FAA and its licensee the

Aviation Accrediting Association ("ASA"). These investigations could limit Plaintiff's ability to conduct business.

15. Defendants' actions have also served to squander the profits for which I have worked so hard on behalf of Plaintiff. I personally attended to the disassembly of the Hawker in the Nigerian jungle during July and August, 2019. My efforts to identify the Hawker, negotiate its purchase, and navigate the various bureaucratic and logistical hurdles to secure the Hawker required thousands of hours of work over several years. I did this all at great risk to my personal safety and the financial security of my company.
16. I request this Court appoint a receiver to take possession of the entire Hawker inventory and all funds derived from the lease or sale of the Hawker inventory. I also request this Court empower the Receiver to identify, locate and recover any parts from the Hawker inventory that been sold or transferred.

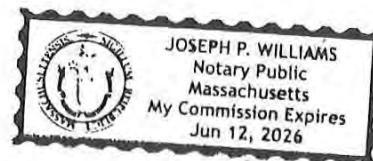
AFFIANT SAYETH FURTHER NOT.

Sworn to and subscribed before me
this 5 day of March, 2020.


Notary Public for Middlesex MA
My commission expires: 06/12/2026

FLDL


Rudy Dixon 3/5/2020



STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

— — —

ARO-D ENTERPRISES, LLC,

:
: CIVIL ACTION NO.:
:
: 2020-CP-23-01886

Plaintiff,

VS.

TIGER ENTERPRISES & TRADING,
INC., BONNIE WALKER AND DWIGHT
WALKER,

Defendants/Counterclaimaints. :

TIGER ENTERPRISES & TRADING, INC., :

VOLUME I

Third-Party Plaintiffs,

VS.

RUDY A. DIXON, FRANK T. GANGI,
AND T3 AVIATION, LLC,

Third-Party Defendants.

30(b)(6) DEPOSITION OF
TIGER ENTERPRISES & TRADING, INC.,
GIVEN BY DAN HANSEN

DATE TAKEN: Friday, August 14, 2020

TIME BEGAN: 2:10 p.m.

TIME ENDED: 6:11 p.m.

LOCATION: Remote Deposition

REPORTED BY: Deidre Osborne
EveryWord, Inc.
P.O. Box 1459
Columbia, South Carolina 29202
803-212-0012

1 APPEARANCES:

2 CULBERTSON ANDRIGHETTI, LLC
3 BY: J. J. ANDRIGHETTI, ESQUIRE
4 (via videoconference)
5 114 Manly Street
6 Greenville, South Carolina 29601
7 864-370-8222
8 jj@palmettolawfirm.com
9 Attorney for ARO-D Enterprises and Rudy T. Dixon
10

11 WESLEY D. FEW, LLC
12 BY: WESLEY D. FEW, ESQUIRE
13 (via videoconference)
14 1527 Blanding Street, Suite 203
15 Post Office Box 11546 (29211)
16 Columbia, South Carolina 29201
17 803-223-6942
18 wes@wesleyfew.com
19 Attorney for Tiger Enterprises & Trading, Inc.
20
21
22
23
24
25

17 ALSO PRESENT:

18 Dwight Walker
19
20
21
22
23
24
25

1	I N D E X	
2		PAGE
3	Examination By Mr. Andrighetti	8
4	Signature of Deponent	162
5	Certificate of Reporter	163
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

E X H I B I T S			
	ARO TIGER	DESCRIPTION	MARKED
1	1	Email Chain Dated 3/19/2019	128
2	4	O'Shea Follow-Up Report Dated 2/7/2020	5
3	5	Consignment Agreement Dated 11/8/2018	5
4	6	Email Dated 9/12/2019	5
5	6A	Letter Dated 9/10/2019	5
6	6B	Letter Agreement	5
7	6C	Letter Dated 9/3/2019	5
8	7	Email Dated 7/15/2019	5
9	8	Part or Material Certification Form	5
10	9	Email Dated 7/17/2019	6
11	10	Email Dated 11/8/2018	6
12	11	Email Dated 9/3/2019	6
13	12	Invoice Dated 9/18/2019	6
14	13	Consignment Agreement Dated 6/25/2019	6
15	14	AIT Worldwide Logistics Delivery Order	6
16	15	Purchase Order Dated 6/25/2019	6
17	16	ARO/Tiger Accounting Spreadsheet Dated 10/17/2019	6
18	17	Purchase Order Dated 1/23/2020	7
19	18	Hawker 4000 Spare Parts List Dated 7/31/2019	7
20	19	O'Shea Initial Report Dated 1/31/2020	7
21	20	Email Chain	7
22			
23			
24			
25			

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- - -
PROCEEDINGS

- - -
(O'Shea Follow-Up Report Dated 2/7/2020 premarked
ARO Tiger Exhibit Number 4 for identification.)

- - -
(Consignment Agreement Dated 11/8/2018 premarked
ARO Tiger Exhibit Number 5 for identification.)

- - -
(Email Dated 9/12/2019 premarked ARO Tiger
Exhibit Number 6 for identification.)

- - -
(Letter Dated 9/10/2019 premarked ARO Tiger
Exhibit Number 6A for identification.)

- - -
(Letter Agreement premarked ARO Tiger Exhibit
Number 6B for identification.)

- - -
(Letter Dated 9/3/2019 premarked ARO Tiger
Exhibit Number 6C for identification.)

- - -
(Email Dated 7/15/2019 premarked ARO Tiger
Exhibit Number 7 for identification.)

- - -
(Part or Material Certification Form premarked

1 ARO Tiger Exhibit Number 8 for identification.)

2 - - -

3 (Email Dated 7/17/2019 premarked ARO Tiger
4 Exhibit Number 9 for identification.)

5 - - -

6 (Email Dated 11/8/2018 premarked ARO Tiger
7 Exhibit Number 10 for identification.)

8 - - -

9 (Email Dated 9/3/2019 premarked ARO Tiger Exhibit
10 Number 11 for identification.)

11 - - -

12 (Invoice Dated 9/18/2019 premarked ARO Tiger
13 Exhibit Number 12 for identification.)

14 - - -

15 (Consignment Agreement Dated 6/25/2019 premarked
16 ARO Tiger Exhibit Number 13 for identification.)

17 - - -

18 (AIT Worldwide Logistics Delivery Order premarked
19 ARO Tiger Exhibit Number 14 for identification.)

20 - - -

21 (Purchase Order Dated 6/25/2019 premarked ARO
22 Tiger Exhibit Number 15 for identification.)

23 - - -

24 (ARO/Tiger Accounting Spreadsheet Dated
25 10/17/2019 premarked ARO Tiger Exhibit Number 16

1 for identification.)

2 - - -

3 (Purchase Order Dated 1/23/2020 premarked ARO
4 Tiger Exhibit Number 17 for identification.)

5 - - -

6 (Hawker 4000 Spare Parts List Dated 7/31/2019
7 premarked ARO Tiger Exhibit Number 18 for
8 identification.)

9 - - -

10 (O'Shea Initial Report Dated 1/31/2020 premarked
11 ARO Tiger Exhibit Number 19 for identification.)

12 - - -

13 (Email Chain premarked ARO Tiger Exhibit Number
14 20 for identification.)

15 - - -

16 MR. ANDRIGHETTI: All right. Mr. Hansen,
17 before we get started with the deposition, Wes
18 and I have got to take care of something.

19 Wes, no one is in my office and
20 participating in this. It is just me, and if
21 anyone else logs in, they will -- well, I assume
22 that their screen will come up. I'm not aware of
23 any way for them to participate without being
24 identified by technology. But no one is here in
25 my office observing this deposition.

1 Q. Have you seen the answer and counterclaim in
2 this action?

3 A. Yes.

4 Q. You've just told me -- and I want to be
5 clear -- that there is no signed consignment
6 agreement and that because there was no signed
7 consignment agreement Tiger purchased these parts
8 here listed on page 2 of this ARO Tiger 4 Exhibit.

9 A. Correct.

10 Q. But in the lawsuit, in the answer and
11 counterclaim, you're maintaining or Tiger's
12 maintaining a claim that there is a consignment
13 agreement. Is that not correct?

14 MR. FEW: Object to the form.

15 THE WITNESS: There was no -- there was
16 never a signed consignment agreement by Rudy
17 Dixon. He intended to -- he told us on multiple
18 occasions, told me myself personally, that he was
19 going to sign the consignment agreement, which
20 was how this program came to be, and when he
21 defaulted on signing it and changed his tune on
22 how this was going to go, we had to come up with
23 alternatives on how we could be compensated.

24 So the option at that point was for us to
25 market the material and then broker it for Rudy,

1 point, he stopped all negotiations and demanded
2 the material be returned to him.

3 BY MR. ANDRIGHETTI:

4 Q. So what you've just described to me, do you
5 know when that began?

6 A. Early -- early September. I -- I don't have
7 the documents in front of me to reference, so...

8 Q. Do you recall any emails or negotiations
9 about a consignment agreement prior to early
10 September 2019?

11 A. I -- I didn't have any emails like that
12 prior.

13 Q. Has -- does Tiger ever just store parts for
14 anyone?

15 A. Store parts? No.

16 Q. If Tiger cannot sell parts and someone
17 wants -- and someone wants out of the agreement,
18 what -- what do you guys do?

19 MR. FEW: Object to the form.

20 THE WITNESS: I guess I don't understand the
21 scenario you're describing.

22 BY MR. ANDRIGHETTI:

23 Q. Well, if you don't ever just store parts,
24 then presumably you always are marketing parts for
25 people who ship parts to you; is that correct?

1 A. The prior that we mentioned, ILS, PartsBase.
2 There's one called StockMarket we use.

3 Q. Do you ever use journals or anything other
4 than a data platform to help you set the price?

5 A. No.

6 Q. Who is the owner of these parts as we speak
7 today?

8 A. Which parts?

9 Q. The Hawker 4000 inventory.

10 A. Rudy Dixon.

11 Q. Why -- if Rudy owns them, why are you
12 retaining them?

13 MR. FEW: Object to the form.

14 THE WITNESS: We had entered in good faith
15 into an agreement with Rudy, spent money and many
16 hours of work of logistics and trying to get the
17 material here, trying to finalize a transaction
18 with Rudy on the promise of hundreds of thousands
19 of dollars of revenue for Tiger and profits, you
20 know, with Rudy as well.

21 And when he came to our facility and decided
22 not to sign the consignment agreement and to pull
23 all of the material back when we had already
24 incurred debt to him, the material is collateral
25 now against the debts owed to Tiger.

1 CERTIFICATE OF REPORTER

2 I, Deidre Osborne, Court Reporter and Notary
3 Public for the State of South Carolina at Large, do
4 hereby certify:

5 That the foregoing deposition was taken by
6 videoconference on the date and at the time and
7 location stated on page 1 of this transcript; that
8 the deponent was duly sworn to testify to the truth,
9 the whole truth and nothing but the truth; that the
10 testimony of the deponent and all objections made at
11 the time of the examination were recorded
12 stenographically by me and were thereafter
13 transcribed; that the foregoing deposition as typed
14 is a true, accurate and complete record of the
15 testimony of the deponent and of all objections made
16 at the time of the examination to the best of my
17 ability.

18 I further certify that I am neither related
19 to nor counsel for any party to the cause pending or
20 interested in the events thereof. Witness my hand, I
21 have hereunto affixed my official seal this 23rd day
22 of August, 2020, at Lexington County, South Carolina.

23
24
25
Deidre Osborne

Deidre Osborne,
Court Reporter
Notary Public
State of South Carolina at Large
My Commission Expires:
June 13, 2029

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
ARO-D ENTERPRISES, LLC,	)	C.A. No.: 2020-CP-23-01886
	)	
Plaintiff / Counterclaim-Defendant,	)	
	)	
vs.	)	<u>MOTION FOR PARTIAL SUMMARY JUDGMENT</u>
	)	<u>ON BEHALF OF FRANK T. GANGI & T3</u>
TIGER ENTERPRISES & TRADING,	)	<u>AVIATION, LLC AS TO CERTAIN THIRD-</u>
INC., BONNIE WALKER, and	)	<u>PARTY CLAIMS ASSERTED BY TIGER</u>
DWIGHT WALKER,	)	<u>ENTERPRISES & TRADING, INC.</u>
	)	
Defendants / Counterclaim-Plaintiffs.	)	
TIGER ENTERPRISES & TRADING,	)	
INC.,	)	
	)	
Third-Party Plaintiff / Third-Party	)	
Counterclaim Defendant,	)	
	)	
vs.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
and T3 AVIATION, LLC,	)	
	)	
Third-Party Defendants.	)	

COME NOW Frank T. Gangi and T3 Aviation, Inc. (which has been misidentified as T3 Aviation, LLC), by and through their undersigned counsel, and pursuant to Rule 56, SCRCP, respectfully submit this Motion for Partial Summary Judgment as to the following issues:

(1) Third-Party Plaintiff Tiger Enterprises & Trading, Inc. (“TET”) has alleged that Third-Party Defendants Gangi and T3 Aviation have tortiously interfered with a contract that TET allegedly had with Plaintiff ARO-D Enterprises regarding the parts of a Hawker 4000 aircraft that, to this day, remain in the wrongful possession of TET. However, it is the undisputed testimony of TET’s vice-president that Tiger never had any contract with ARO-D regarding the parts at issue. This is consistent with the sworn statement of Rudy Dixon, ARO-D’s president and sole member,

that his company never had any agreement with TET regarding the aircraft parts at issue in this suit. A party cannot maintain an action for tortious interference with a non-existent contract. Accordingly, summary judgment in Gangi's and T3 Aviation's favor against TET's action for tortious interference with contract must be granted as a matter of law;

(2) Relatedly, the first cause of action set out in Gangi's and T3 Aviation's third-party counterclaim requests a declaratory judgment that no contract existed between ARO-D and TET with regard to the aircraft parts at issue. Consistent with the representations set out in the preceding paragraph, summary judgment in Gangi's and T3 Aviation's favor against TET's action for tortious interference with contract must be granted as a matter of law;

(3) TET has brought an action under the South Carolina Unfair Trade Practices Act against Gangi and T3 Aviation for making false statements of fact to TET by which TET was deceived. To date, TET has failed to establish what false statements were attributable to either Gangi or T3 Aviation, how TET has sustained damages in reliance thereon, and how—if at all—this matter is within the ambit of the Unfair Trade Practices Act. Accordingly, summary judgment in Gangi's and T3 Aviation's favor against TET's SCUTPA action must be granted as a matter of law.

The undersigned intends to support this Motion with a memorandum and associated exhibits to be filed in advance of the hearing on this matter consistent with the Court's preferences.

This Motion is made subject to, and without waiving, either Gangi's or T3 Aviation's continuing objections to personal jurisdiction.

WHEREFORE, Gangi and T3 Aviation would respectfully request an Order and Judgment from the Court providing for the relief requested, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Steven Edward Buckingham

Steven Edward Buckingham, Esq. (S.C. Bar No. 75089)
The Law Office of Steven Edward Buckingham, LLC
16 Wellington Avenue
Greenville, SC 29609
(o) 864.735.0832
(e) seb@buckingham.legal

Attorney for T3 Aviation, Inc. & Frank T. Gangi

Submitted this 12th Day of February, 2021.
Greenville, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) 13TH JUDICIAL CIRCUIT

ARO-D ENTERPRISES, LLC,	)	
	)	
PLAINTIFF,	)	C.A. No.: 2020-CP-23-01886
	)	
V.	)	
	)	TIGER ENTERPRISES & TRADING
TIGER ENTERPRISES & TRADING,	)	NOTICE OF MOTION TO ALTER
INC., BONNIE WALKER AND	)	OR AMEND UNDER RULE 59 TWO
DWIGHT WALKER,	)	ORDERS GRANTING PARTIAL
	)	SUMMARY JUDGMENT, FILED
DEFENDANTS/	)	ON APRIL 16, 2021
COUNTERCLAIMANTS.	)	
	)	
TIGER ENTERPRISES AND	)	
TRADING, INC.,	)	
	)	
3 RD PTY PLAINTIFFS,	)	
V.	)	
	)	
RUDY A. DIXON, FRANK T. GANGI,	)	
AND T3 AVIATION, LLC,	)	
	)	
3 RD PTY DEFENDANTS,	)	
	)	

TO: J.J. ANDRIGHETTI, ESQUIRE, COUNSEL TO PLAINTIFF ARO-D ENTERPRISES, LLC, AND 3RD PARTY DEFENDANT RUDY DIXON, AND STEPHEN E. BUCKINGHAM, ESQUIRE, ATTORNEY FOR 3RD PARTY DEFENDANTS FRANK GANGI AND T3 AVIATION, INC.:

YOU WILL PLEASE TAKE NOTICE that the undersigned attorneys for Tiger Enterprises & Trading, Inc. (hereafter “Tiger”) will respectfully move before the presiding Judge of the 13th Judicial Circuit within ten (10) days from the date hereof or as soon thereafter as counsel may be heard under S.C. R. Civ. P. Rule 59(e) for an order or orders reconsidering, altering and / or amending the granting two summary judgment orders, filed April 16, 2021,

namely (1) offensive partial summary judgment to Plaintiff ARO-D Enterprises, LLC as to its Claim and Delivery cause of action, and (2) defensive / otherwise summary judgments in favor of 3rd Party Defendants T3 Aviation, Inc. and Frank T. Gangi on Tiger Enterprises and Trading, LLC's claims and or T3 or Frank Gangi Declaratory Judgment claims, as follows:

- (i) Dismissing Tiger's claim for tortious interference with contract by Gangi or T3 (14th Defense and 5th Claim, Answer to Complaint, at ¶¶'s 1-139, filed April 27, 2020);
- (ii) declaratory judgment, as requested by T3, finding that no valid and enforceable contract between Tiger and Plaintiff ARO-D or Rudy Dixon (T3 1st Counterclaim, T3 Answer, filed Sept. 2, 2020);
- (iii) declaratory judgment, as requested by Frank Gangi, finding that no valid and enforceable contract between Tiger and Plaintiff ARO-D or Rudy Dixon (Gangi 1st Counterclaim, T3 Answer, filed Sept. 2, 2020);
- (iv) Tiger seeks clarification that any dismissal or summary judgment related to Tiger's claims in this action under the S.C. Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 et seq., will be without prejudice, as Tiger has not had opportunity to conduct discovery, specifically to include the fact that no depositions have been made available of either Rudy Dixon (sole owner of the Plaintiff ARO-D, or Frank Gangi, believed to be sole owner of T3 Aviation, Inc.);¹ and
- (v) Granting offensive summary judgment to Plaintiff ARO-D on its "Claim and Delivery" claim (ARO-D Complaint, 2nd Cause of Action, at ¶¶'s 1-47, filed March 27, 2020).

In addition to Tiger's reliance on Baughman, as set forth herein in fn 1, and the fact that the Court has failed to consider or address Tiger's citation and reference to, for example, the S.C. Uniform Electronic Transactions Act, as set forth herein, the related factual grounds and errors in

¹ At the hearing on March 9, 2021, for which the transcript has been ordered but is not yet available to the undersigned, counsel to Tiger cited to and argued that summary judgment was "premature" under Baughman v. AT&T, 410 S.E.2d 537, 543-544 (1991) (stating, "This means, among other things, that summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery."). Neither of the orders for which Tiger now seeks reconsideration address Tiger's reliance on this case, or explain why these matters are ripe for summary judgment in view of the S.C. Supreme Court's holding in Baughman.

support of this motion include the following events and documents, as intended to be set forth in chronological order, and with reference to the corresponding Affidavit testimony and / or documents produced in the case or attached as Exhibits in support of these undisputed events and allegations:

* “In or around **October 2014**, Rudy [Dixon] began communicating with us about his access and / or ownership of an inventory of parts from a Hawker 4000 aircraft, which we understood to be parts from a damaged airplane that were located in Nigeria.” (Dwight Walker Affidavit,² at ¶ 4) (bold and underline emphasis added);

* Communications with Mr. Dixon, and an associate of his named Peter Oxbjorn with a company known as Danish Turbine, continued up through **November of 2018**. (Walker Affidavit, at ¶¶’s 5-10);

* “In or around **November of 2018**, after finally learning that Mr. Dixon had the Hawker 4000 tied up in [a] Purchase/ Sale Agreement with the Nigerian government, [Tiger] made it very clear that [we were] only interested in a Consignment Agreement arrangement, and we sent over our first proposed Consignment Agreement to Mr. Dixon.” (Walker Affidavit, at ¶ 11) (bold and underline emphasis added);

* **June 3, 2019** – Frank Gangi and Rudy Dixon’s email communications begin. (76 emails produced by Mr. Andrighetti in Outlook Item format, dating from June 3, 2019 to September, 2019);³

* On **June 4, 2019**, Dixon and Gangi exchanged emails wherein Gangi responded, “you are 5 times too high ... i cannot tell if you are selling one engine, 2 engines or the whole pile of shit including airframe and spares!!” (Dixon_000114);

* On **June 5, 2019**, Dixon responded to Gangi, sating, “I don’t do business with any one with your attitude no thanks;”

* “In or around **June 25, 2019**, on behalf of Tiger, we sent Mr. Dixon the Consignment Agreement, attached here as Exhibit I, along with Purchase Order Nos. 403435, 403436 and 403437, as ‘zero cost’ purchase orders to manage the Consignment Agreement and establish a chain of custody.” (Walker Affidavit, at ¶ 12) (bold and underline emphasis added);

² Mr. Walker’s Affidavit was filed on June 10, 2020, and is of record in this case.

³ These 76 email documents were produced on or about Sept. 28, 2020, and have not been bates labeled due to the manner in which they were produced in so-called “native” format. Any communications after some date in September, 2019 between Mr. Dixon and Mr. Gangi are being withheld from production by counsel based on a claim of a “common interest” privilege.

* On or about **July 8, 2019**, Gangi and Dixon exchange emails about the sale of what Dixon characterizes as \$20,000 worth of parts for \$3,500 (ARO-D email within 76 produced Sept. 28, 2020, now bates labeled by counsel to Tiger as Dixon_000130 to 000131);

* “We remained in communication with Mr. Dixon after sending the Consignment Agreement to him on June 25, 2019, and ultimately, on **July 24, 2019**, in consideration of his promise that he would sign the Consignment Agreement when he came to the United States, we sent him the **letter agreement** attached here as Exhibit 2.” (Walker Affidavit, at ¶ 14, letter agreement attached here as **Exhibit 1**) (bold and underline emphasis added);

* “Based on the letter agreement as set forth in the communications in Exhibit 6, Mr. Dixon released the Hawker 4000 parts to be shipped to Tiger on **July 26, 2019**. Tiger advanced the costs of shipping in an amount of approximately \$4,500.00.” (Walker Affidavit, at ¶ 15) (bold and underline emphasis added);

* The Hawker 400 parts were shipped to Tiger on **July 26, 2019** and received on or about **July 31, 2019**. (Walker Affidavit, at ¶¶’s 16-17) (bold and underline emphasis added);

* On **July 30, 2019**, Frank Gangi sent threatening emails to Dwight Walker with Tiger. (Walker Affidavit, at ¶¶’s 21-22) (attached here as **Exhibit**);

* In a document signed by Mr. Dixon and dated **July 31 2019** and emailed to Dwight Walker on **August 1, 2019**, Mr. Dixon stated, *inter alia*, as follows: “7/31/2019 ... I Rudy Dixon, ARO ENTERPRISE LLC ... Given Tiger Enterprise full authorization to sell or trade any parts from the Hawker 4000 aircraft or engine APU, airframes. Until the sign agreement is complete with TIGER ... Your Rudy Dixon.” (attached here as **Exhibit 2**);

* Between approximately **August 1-6, 2019**, Dixon authorized and approved numerous sales of parts to Tiger (Walker Affidavit, at ¶¶’s 26-29);

* **August 5, 2019** – Mr. Dixon sends communications with Mr. Gangi to Dwight Walker, as shown in Walker’s Aff. at ¶¶’s 23-24, stating, *inter alia*, “Frank, good morning, I have seen read your email to me and Tiger Dwight, we want to let you know that we want to do business with you not in that kind of attitude to me [or] **my client**, I am not in the piece parts business, **if you want buy any parts from the Hawker 4000 you have to go Tiger not me**, those kind words I don’t use I am a man love God and what I do is all in respect to everyone, Thanks Rudy” *Id.* (bold and underline emphasis added) (attached here as **Exhibit 3**);

* On **August 7-8, 2019**, Dixon and Gangi are apparently negotiating via email for Gangi to pay approximately \$8,500.00 or \$85,000.00 (stated as #85000) to “remove the

[Hawker 4000] engine for export as [Dixon apparently] promised,” from storage with a Mr. Harold in Nigeria (one of 76 ARO-D emails, Dixon_00139 to 00140); *see also* Dwight Walker Affidavit, at ¶¶’s 31-32, filed June 10, 2020 (showing Dixon was attempting to deal the very valuable Hawker 4000 engine to his perceived highest bidder, despite his continued and unconditional promise to sign the Consignment Agreement with Tiger when he came to South Carolina);

* “On or about **August 8, 2019**, Tiger wired funds to Rudy Dixon in an amount of \$5,000.00, as he was borrowing this money against future sales of the Hawker 4000 inventory, and told us he needed this money to contract for a company to tear down the Hawker 4000 airframe.” (Dwight Walker Affidavit, at ¶ 30, filed June 10, 2020);

* On or about **August 26-27, 2019**, Dixon came to South Carolina, and while he refused to sign the Consignment Agreement, as he had promised, he did state that Tiger could continue to sell parts (Dwight Walker Affidavit, at ¶¶’s 33-36, filed June 10, 2020);

* On or about **August 28, 2019**, Dixon began asking Tiger to ship certain of the Hawker 4000 parts to Frank Gangi and T3 in New Hampshire or Massachusetts, which they did (Dwight Walker Affidavit, at ¶¶’s 37-38, filed June 10, 2020)

* On **Sept. 1, 2019**, Gangi sends Dixon a test wire from his TD Bank Account in an amount of \$100 (One of 76 emails, now Dixon_00146 to 00148);

* On **Sept. 3, 2019**, Gangi sent Dixon another wire from his TD Bank Account in an amount of \$15,000.00, noting same was “deposit requested Hawker 4000 parts.” (One of 76 emails, now Dixon_00164 to 00166);

* On **October 15, 2019** – Mr. Andrighetti sends an email to the undersigned stating, *inter alia*, as follows: “I’ve been retained by ARO (Rudy Dixon) and T3 (Frank Gangi) regarding a dispute with Tiger Enterprise.”

Despite the above facts and evidence, for which ARO-D / Dixon and T3 / Gangi and their counsel were well aware of when they filed these motions, and as a result of the proposed orders submitted by counsel to T3 and ARO-D on April 5 and 6, respectively, this Court’s orders dated April 16, 2021, grant summary judgment to T3 and Frank Gangi, stating:

Having concluded that a valid, enforceable agreement did not exist between Plaintiff and TET with regard to the aircraft parts at issue, it necessarily follows that TET cannot have a legally cognizable claim against T3 Aviation, Inc. and Mr. Gangi for tortious interference with that non-existent contract. Consequently, summary judgment is granted in T3 Aviation, Inc.’s and Mr. Gangi’s favor on that third-party cause of action.

Id. at 4 of 6.

As set forth in the bulleted time-line above and in the accompanying documents, Tiger was well aware of the fact that Mr. Dixon refused to sign the June 25, 2019 Consignment Agreement when he came to South Carolina and was a house guest of Dwight and Bonnie Walker in or around August 26-27, 2019, in contravention of his prior promises to do so. However, with only the sparse discovery that has occurred in this case to date, which again includes two canceled depositions of Rudy Dixon by his counsel, Tiger has identified indisputable evidence that shows numerous agreements were reached by Tiger and ARO-D and / or Rudy Dixon, and further that Frank Gangi and T3 were absolutely aware of those agreements, and intended to interfere with them. In fact, Mr. Gangi and T3 had every opportunity they wished to strike deals with Mr. Dixon / ARO-D in June of 2019, but, instead, Mr. Dixon chose to form his agreements with Tiger, who he refers to in emails with Mr. Gangi as his ‘client,’ and also states to Mr. Gangi, “if you want buy any parts from the Hawker 4000 you have to go Tiger not me.” (Dwight Walker Affidavit, at ¶ 24, filed June 10, 2020).

This above-identified and premature finding by the Court that no contract existed between Tiger and ARO-D or Rudy Dixon is also belied by the Affidavit testimony and documents attached to this motion, including but not limited to the July 24, 2019 Letter Agreement (**Exhibit 1**), which Tiger required prior to agreeing to pay to have Dixon / ARO-D’s parts shipped to its warehouse from Nigeria at Tiger’s expense. Mr. Dixon on behalf of himself and ARO-D on August 1, 2019, affirmed his agreement with Tiger in that certain email when he stated, *inter alia*, he was giving Tiger, as follows: “full authorization to sell or trade any parts from the Hawker 4000 aircraft or engine APU, airframes.” *Id.* As also set forth above, Dixon on August 5, 2019, rejected the then provided interference by Gangi, referring to Tiger as his “client” and stating, as follows: “I am not In the piece parts business, if you want buy any parts

from the Hawker 4000 you have to go Tiger not me, those kind words I don't use I am a man love God and what I do Is all In respect to everyone.” (Dwight Walker Affidavit, at ¶ 24, filed June 10, 2020).

S.C. UNIFORM ELECTRONIC TRANSACTIONS ACT

At the hearing on March 9, 2021, undersigned counsel to Tiger, on information and belief, cited to and argued that the S.C. Uniform Electronic Transactions Act, S.C. Code Ann. § 26-6-10 *et seq.* (“SC UETA”). This statute, enacted in 2004, and specifically including but not limited to at §§’s 26-6-20(1) and (4),⁴ and §§’s 26-6-30 to 150, as well as the fact that Mr. Dixon and ARO-D’s counsel has refused to make Dixon available for a deposition, should preclude summary judgment at this time as premature under Baughman. In fact, the SC UETA could very well result in a finding, upon completion of adequate discovery from all parties, that ARO-D and or Dixon did have a legally valid and enforceable Consignment Agreement with Tiger. Absent an adequate opportunity to conduct discovery with and from ARO-D and / or Dixon, no one, including the parties, their counsel, or the Court can be certain that a enforceable agreements did or did not exist between these parties.

Undoubtedly, Tiger and ARO-D and / or Mr. Dixon reached an “agreement” to ship the subject parts to his “client” in South Carolina from Nigeria via electronic communications. This alone shows that ARO-D / Dixon intended to be bound by their electronic communications with Tiger. At this point, without the depositions of Messrs Dixon or Gangi, which would include

⁴ Defining Agreement and Contract under the SC UETA as follows: “‘Agreement’ means the bargain of the parties in fact, as found in their language or inferred from other circumstances and from rules, regulations, and procedures giving the effect of agreements under law otherwise applicable to a particular transaction,” and “‘Contract’ means the total legal obligation resulting from the agreement of the parties as affected by this chapter and other applicable law.” Id.

examination on the adequacy / inadequacy of their existing document productions and claims of privilege between each other and their counsel, granting summary judgment, even partial summary judgment is, again, premature.

JUNE 11 AND AUGUST 20, 2020 ORDERS OF THIS COURT

At the hearing on March 9, 2021, undersigned counsel to Tiger also argued that an existing order of this Court, filed June 11, 2020, denying ARO-D's motion for injunctive relief, addressed and set forth an agreement between the parties. Tiger has complied with that order. In fact, ARO-D sought an order of contempt against Tiger via its motions filed July 29, 2020, styled as "Motion for a Rule to Show Cause."

This motion was denied by The Honorable Alex Kinlaw, Jr. by order dated August 20, 2020, and stating, as follows: "This matter comes before the Court pursuant to Plaintiff's Motion for Rule to Show Cause. Plaintiff's Motion as far as the contempt is denied. Court will allow parties to modify Judge Gravely's Order regarding the process for selling the associated aircraft parts." *Id.* ARO-D, nor its counsel, sought to "modify Judge Gravely's Order regarding the process for selling the associated aircraft parts." *Id.* Instead, their next move, as no doubt dictated by Mr. Gangi who is also, no doubt, paying for all costs and legal services adverse to Tiger, was to seek summary judgment based on the mis-leading fact that Tiger's Vice President, Dan Hansen,⁵ testified truthfully when he acknowledged only that Dixon refused to sign the Consignment Agreement when he came to South Carolina.

⁵ Counsel to Tiger has also noted to this Court that while Mr. Hansen was a Vice President of Tiger, he was not a Rule 30(b)(6) witness and his involvement in the ARO-D matter was minimal to non-existent prior to the parts arriving from Nigeria. This is because his role was to inventory, categorize and prepare to sell the parts, only after they actually arrived at Tiger's facility from Nigeria, whereas, Dwight Walker's role had been to negotiate with Mr. Dixon and / or ARO-D, which he had been doing since circa 2014 (Affidavit of Dwight Walker, at ¶¶ 4-17, filed June 10, 2020).

Accordingly, ARO-D and T3 and their respective counsel claiming a common interest privilege with each other since at least as early as September of 2019, were well aware of these orders dated June 11, 2020 and August 20, 2020, and, yet, their proposed orders to chambers failed to address how the granting of what Tiger asserts is a premature summary judgment would impact those existing orders.

FRANK GANGI KNEW ARO-D HAD AGREEMENTS WITH TIGER

As was also set forth in Tiger's Motion to Compel filed Feb. 5, 2021, Defendant Frank Gangi has refused to produce any evidence of any agreement between himself or T3 and Dixon or ARO. One such discovery requests sought a specific document that Mr. Gangi has referred to in a separate vexatious lawsuit filed in Massachusetts, which has since been stayed. The subject Request for Production read as follows:

1. With respect to your contention in the lawsuit YOU filed in Norfolk County Superior Court, Massachusetts (attached here via email) on or about Sept. 10, 2020, and styled as *FRANK GANGI v. TIGER ENTERPRISES & TRADING, INC., DANIEL HANSEN, DWIGHT WALKER AND BONNIE WALKER*, 20-0853, at Paragraph 42 that "Defendants wrongfully converted certain of the Parts that were the subject of plaintiffs agreement with ARO, and wrongfully sold those Parts to others," produce all agreements YOU have with ARO.

Id. On March 8, 2021, Mr. Gangi, through his counsel, responded to this Request, as follows: "RESPONSE: As TET's counsel knows, Rule 34, SCRCR, requires a party to only produce documents that are within its possession, custody, and/or control. With this clarification, and in response to this Request, there is no information responsive to this Request." *Id.*

Similarly, Tiger's Interrogatory No. 11 requested as follows:

11. With respect to your contention in the lawsuit YOU filed in Norfolk County Superior Court, Massachusetts (attached here via email) on or about Sept. 10, 2020, and styled as FRANK GANGI v. TIGER ENTERPRISES & TRADING, INC., DANIEL HANSEN, DWIGHT WALKER AND BONNIE WALKER, 20-0853, at Paragraph 42 that “Defendants wrongfully converted certain of the Parts that were the subject of plaintiffs agreement with ARO, and wrongfully sold those Parts to others,” identify all facts circumstances in support of such contention.

Id. Mr. Gangi’s response to this Interrogatory, provided on March 8, 2021, reads as follows:

ANSWER: Gladly. ARO made what was—in retrospect—the improvident decision to entrust TET to hold ARO’s property; TET then began marketing and selling ARO’s parts without ARO’s permission,⁶ and in fact, in derogation of ARO’s explicit instructions to refrain from doing so; at some point, ARO explicitly demanded that TET dispossess itself of all of ARO’s property, and TET refused; TET even sold some of ARO’s parts to third-parties without authorization; TET continues to this very day to hold ARO’s property, despite the fact that it has no ownership claim to such property whatsoever, nor does it have any legitimate security interest⁷ in such property that would allow TET to continue holding the property despite the owner’s instructions otherwise.

Id. (underline emphasis added).

Mr. Gangi, as shown by the limited and non-deposition tested document production received this far consisting of 76 emails from June 3, 2019 to September 2019 and a claim of common interest privilege thereafter, was well aware of ARO-D / Dixon’s agreement with Tiger, as well as the fact that Tiger had paid to ship the subject parts to South Carolina.

⁶ See contra., Exhibit 2, Dixon email signed July 31, 2019, and sent to Dwight Walker on August 1, 2019 (stating, “Given Tiger Enterprise full authorization to sell or trade any parts from the Hawker 4000 aircraft or engine APU, airframes”); see also Dwight Walker Affidavit at ¶¶’s 22-38.

⁷ With the reference to Tiger’s lack of a “security interest” in property here, Mr. Gangi just might be the one dictating the legal theories to be advanced on behalf of the September 2019 created Joint Venture between ARO-D / Dixon and T3 / Gangi.

Tiger's holding of the property in question is, in fact, pursuant to the above-referenced order of this Court dated June 11, 2020, which denied ARO-D's motions for a preliminary injunction and appointment of a receiver.

S.C. DECLARATORY JUDGMENT ACT

The S.C. Declaratory Judgments Act, S.C. Code Ann. § 15-53-10 *et seq.*, was not cited or considered by the Court in its orders granting so-called declaratory judgments, as requested by T3 and Frank Gangi. If it is the finding of this Court that Tiger had no agreements with ARO-D or Rudy Dixon, then, for example, the parties that were the subject of subsequent sales of the parts ARO-D sold to Tiger would need to be joined into this action under S.C. Code Ann. § 15-53-80. Further, S.C. Code Ann. § 15-53-90 provides that matters for which a party would be entitled to a jury trial and for which a declaratory judgment is sought, the right to a trial by jury is preserved.

The fact that Frank Gangi is seeking a declaratory judgment related to the rights of parties to contracts and / or agreements for which T3 nor Frank Gangi are even parties. A review of ARO-D's Complaint, filed March 27, 2020, shows that ARO-D did not even seek a declaratory judgment that no contract existed with Tiger. As such, Frank Gangi and T3 lack standing in comparison to ARO-D / Dixon to pursue these claims, even under the relatively broad standard set forth in Section 60 of the Act. This is because while Gangoi may know of the specific contracts, as alleged by Tiger and shown herein, Dixon is the proper party to provide sworn testimony on the issues related to ARO-D / Dixon's agreements with Tiger.

S.C. CODE ANN. § 22-3-1310 – CLAIM AND DELIVERY

The Court's order states it is granting relief to ARO-D under a theory of Claim and Delivery. The order cites only to S.C. Code Ann. § 36-9-203(b), and the case cited is First

Palmetto State Bank and Trust Co. v. Boyles, 394 S.E.2d 313, 302 S.C. 136 (S.C. 1990). A review of Boyles indicates that the holding of that case was merely to remand the matter to the Circuit Court because the Boyles family was deprived of their right to a trial by jury by virtue of the referral to a Special Master without their having time to request a jury trial.

Still further, Claim and Delivery, in fact, is governed in South Carolina by S.C. Code Ann. § 22-3-1310 et seq. One of the requirements of the statute is that the Plaintiff seeking immediate delivery of personal property, at least prior to having a Sheriff presumably execute on the request, is for the Plaintiff to file an Affidavit setting forth, inter alia, the value of the property. S.C. Code Ann. § 22-3-1310. The purpose of this Affidavit could result in jurisdiction of the claim being in the Circuit Court, see e.g., § 22-3-10(11) (providing for concurrent jurisdiction on claims in excess of \$7,500), but also for the purpose of setting the amount of the bond or surety that the Plaintiff must post in order to secure the seizure, in the extent it was improvidently granted or granted in error.

Plaintiff ARO-D's order granting it summary judgment on its 2nd Cause of Action for Claim and Delivery nowhere references or cites to the appropriate statute governing the claim. In addition, the order does not provide for any surety or bond to be posted in the event of an appeal, as the Plaintiff has not met the statutory requirements to even seek a Claim and Delivery in the first instance.

In fact, this Court's order dated June 11, 2020, has already had the effect of requiring that the parties protect and preserve the property, see e.g., S.C. Code Ann. § 22-3-1380, which Plaintiff ARO-D has now had inspected and verified twice by an independent 3rd party licensed private investigator, who has provided reports and pictures each time, as well as his report that the property is all there, accounted for, and stored under proper conditions.

Still further, the order states and appears to rely upon the fact that “authenticate means to sign.” *Id.* at 4 of 6 (citing to S.C. Code Ann. § 36-9-102(7)(A). To the extent these code provisions are even relevant,⁸ ARO-D fails to include the entire citation to that portion of the code it relies upon for its summary judgment for Claim and Delivery, specifically neglecting to include, that portion of the code coming after the “or” after 36-9-102(7)(A), which states, “(B) with present intent to adopt or accept a record, to attach to or logically associate with the record an electronic sound, symbol, or process.” *Id.* As such, the order erroneously grants summary judgment to ARO-D based on authorities cited that would seem to apply in the situation wherein ARO-D was a creditor seeking to reclaim property from Tiger, as a debtor of the creditor ARO-D.

As set forth above, the order also fails to consider or address Tiger’s citation and reliance upon the SC UETA, as well as the facts and circumstances as set forth above, which show that Tiger undoubtedly had several agreements with ARO-D / Dixon, whichever one of them was a legally cognizable entity or person at the time of contracting capable of entering into a contract.

CONCLUSION

For the reasons set forth herein, Tiger is entitled to and respectfully requests an order or orders altering or amending this Court’s order granting summary judgments, filed April 16, 2021. As necessary, Tiger respectfully requests and reserves the right to supplement this motion with additional facts, or rebuttal facts and testimony prior to any hearing on the matter.

[signature on next page]

⁸ S.C. Code Ann. § 36-9-203(b), relied upon by ARO-D and this Court, appears to address the situation wherein a creditor is seeking to collect or repossess personal property, for example, a television or a tractor, from a defaulting debtor. *See e.g., Epstein v. Coastal Timber Co.*, 711 S.E.2d 912, 917 (2011) (addressing the situation of a creditor securing rights in timber from a debtor).

Most Respectfully submitted,

WESLEY D. FEW, LLC

s/Wesley D. Few/
Wesley D. Few, S.C. Bar No. 15565
P.O. Box 9398
Greenville, South Carolina 29604
864-527-5906 | wes@wesleyfew.com

ATTORNEYS FOR TIGER ENTERPRISES
& TRADING, INC., DWIGHT WALKER AND
BONNIE WALKER

April 26, 2021
Greenville, South Carolina

TABLE OF EXHIBITS

Ex 1 – July 24, 2019 – Letter Agreement sent to Rudy Dixon (Ex. 2 to Walker Aff.);

Ex 2 - July 31, 2019 –Dixon email, “full authority to sell or trade ...” (signed by Dixon)⁹

Ex 3 – Aug. 5, 2019 – Dixon email to Gangi, Tiger is his “client”

⁹ This document was attached as a Request for Admission to Plaintiff ARO-D, served March 25, 2021.

Dwight Walker

From: Dwight Walker
Sent: Wednesday, July 24, 2019 7:13 PM
To: Rudy Dixon
Cc: Bonnie Walker; Dan Hansen
Subject: Hawker 4000 Letter
Attachments: Hawker 4000 ARO Enterprise and Tiger Letter Agreement.docx

Rudy,

Please see attached Letter Agreement that outlines both our verbal, written and future consignment agreement in preparation to start selling your assets once they arrive.

Regards,

Dwight Walker

CEO

Tiger Enterprises & Trading, Inc.

512 John Ross Court, Pelzer, SC 29669

864.862.3838 office | 864.414.3244 cell | 864.862.7848 fax

Connect with me: [LinkedIn](#)



Please click on any logo button to visit that site! Tiger Cage Code: 18CK5 (small business-owned). DUNS 888977296.

Legal information for the reader: This e-mail/message/fax, may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this e-mail/message/fax to the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this e-mail/message/fax is strictly prohibited. If you received this message in any form in error, please immediately notify the sender and delete this e-mail/message/fax from your computer.

All items quoted and/or sold, are subject to prior sale and/or availability, sold "as is where is", and subject to Tiger Enterprises management approval. Any order placed after 2:30 PM EST U.S.A., MAY not ship until the next day. Any Engine Part quoted or sold may be subject to agreement on ASAP (for CIP, OEM current list price, etc) and pro-rata value of time of quote or sale. If applicable. Any part sold by Tiger Enterprises (including those sold to a third party, etc.) ~~SHOULD~~ be sold to a U.S.A. embargoed country, company, entity, or person(s). Furthermore, depending on the ECCN of those commodities, or if they have a military application, may require an export license or exception when applicable. Ultimately it is the exporter or U.S. Principal Party in Interest (USPPQ) that is held responsible for the correct classification of any export and is required to ensure that all applicable export control requirements are met prior to making the export. Overview contrary to U.S. law is prohibited. Certain sold items may require an End Use Certificate before shipment. Any item(s) requiring export license and/or US Customs or Commerce Dept, or State Dept, Justice Dept, ITAR, EAR, and etc, type approvals, may require an authorized location on delivery. Open terms stated in this quotation (if quoted) may be invalid if there has been no sales activity for the last two years. Also, please identify send new and/or updated credit and bank references for company profile and finance updates, if there has been no activity with Tiger for more than two years. If you are a new customer to Tiger Enterprises, please include a copy of your Sales Tax Exemption Certificate for tax purposes when ordering. Failure to do so may result in being charged sales tax for orders current and in the future, until receipt of certificate by Tiger.

All items purchased by Tiger Enterprises must be approved by Tiger management beforehand. All items purchased must have either FAA/FAA/CAA/TASA/DOJ/DOE etc. type approved/appropriate trace and condition documentation, any export/import license (when applicable) or approvals, and HAZMAT documentation (if applicable). Tiger Enterprises is an 2813-2025 ASA-100 and FAA AC 80-54A approved company.



7/24/19

Letter Agreement

This Letter Agreement will clarify the relationship between Tiger Enterprises & Trading, Inc. and ARO Enterprise. The purpose of this agreement is to acknowledge that ARO Enterprise requested the support of Tiger and use of Tiger's logistic capability and shipping accounts (Federal Express, Open Road Transportation, UPS, etc.) to transport Hawker 4000 Aircraft parts from Nigeria to the USA (Tiger facility). This letter has taken affect as the first shipment is in the process of being delivered with more being arranged.

Upon the request and previous written permission from ARO Enterprise, Tiger arranged shipment of certain assets off the Hawker 4000 Aircraft and will continue to do so. This action is the result of ARO Enterprise agreeing to enter into a consignment contract to sell the assets. This agreement has been presented to ARO with no objections and ARO has agreed to sign the agreement in person upon arrival back in the USA. ARO has given Tiger written permission to market and sell assets immediately.

It was also agreed that all shipping and logistic costs would be recovered from the first sale of assets that are received at Tiger once sold.

As ARO has engaged Tiger in this program verbally with it's promise to execute the proposed Consignment Agreement once ARO (Rudy Dixon) arrives back in the USA, this program cannot be terminated as there are monies owed Tiger for the action it has taken.

ARO Enterprise (Rudy Dixon) has agreed to cooperate with the completion of this program with Tiger for the future benefit of both companies.

Tiger looks forward to the final phase of this program, the signing of the formal agreement as an add-on to the verbal and written permissions and agreements to date and for a successful marketing and sales campaign.

Regards,

Dwight Walker

Dwight Walker
CEO

512 John Ross Court, Pelzer, SC 29669

Tel (864) 862-3838

Fax (864) 862-784

Dwight Walker

From: Dwight Walker
Sent: Thursday, August 1, 2019 7:46 AM
To: Dan Hansen
Subject: Fwd: HAWKER ENGINE PCE CD 0100, INVOICE

Sent from my iPhone

Begin forwarded message:

From: Rudy Dixon <rdixon@arosales.net>
Date: August 1, 2019 at 5:21:36 AM EDT
To: "dwalker@tigerenterprises.com" <dwalker@tigerenterprises.com>
Subject: FW: HAWKER ENGINE PCE CD 0100, INVOICE

Subject:
HAWKER ENGINE S/N. PCE CE 0099,

Mr. Graham
7/31/2019.

on the moving of the engine and packing of the detail parts inlet tailpipe, please advise how the cost, I will discuss with you this early morning tomorrow. Once arrival of the crate it will be ship from Warri to the USA,
the Broker in Warri and the detail he want to do the clearing
Please let me know what else you need so we can expedite,

THIS IS CONFIDENT TO YOU

7/31/2019

I Rudy Dixon, ARO ENTERPRISE LLC

**Given Tiger Enterprise full authorization to sell or trade
any parts from the Hawker 4000 aircraft or engine APU,
airframes. Until the sign agreement is complete with
TIGER**

Your Rudy Dixon

Thanks

A handwritten signature in black ink, appearing to be 'RD' followed by a flourish.

Dwight Walker

From: Rudy Dixon <rdixon@arosales.net>
Sent: Monday, August 5, 2019 1:39 AM
To: Frank Gangi
Cc: Dwight Walker
Subject: FW: Say Thank You

AUG 4/2019

Frank, good morning, I have seen read your email to me and Tiger Dwight, we want to let you know that we want to do business with you not in that kind of attitude to me are my client, I am not in the piece parts business, if you want buy any parts from the Hawker 4000 you have to go Tiger not me, those kind words I don't use I am a man love God and what I do is all in respect to everyone,

Thanks Rudy

ARO ENTERPRISE

From: Frank Gangi <franktgangi@gmail.com>
Sent: Thursday, July 11, 2019 10:14 AM
To: Rudy Dixon <rdixon@arosales.net>
Subject: Say Thank You

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ARO-D Enterprises, LLC,

Plaintiff,

v.

Tiger Enterprises & Trading, Inc., Bonnie Walker and Dwight Walker,

Defendants/Counterclaimants,

Tiger Enterprises and Trading, Inc.,

Third-Party Plaintiff,

v.

Rudy A. Dixon, Frank T. Gangi, and T3 Aviation, LLC,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-23-01886

**PLAINTIFF’S MEMORANDUM IN
OPPOSITION TO DEFENDANTS’
MOTION TO ALTER OR AMEND**

The plaintiff, by and through its undersigned counsel, respectfully submits this Memorandum in Opposition to Defendant Tiger Enterprises & Trading, Inc.’s (“TET”) Motion to Alter or Amend (“Motion”) this Court’s Order entered April 16, 2021, granting partial summary judgment in favor of the plaintiff as to the cause of action for claim and delivery (“Order”). TET’s motion must be denied for the reasons set forth herein.

“[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). Once the moving party carries its initial burden, the non-moving party must “do more than simply show that there is some metaphysical doubt as to the material facts” but “must come forward with ‘specific facts showing that there is a genuine issue for trial.’”

Baughman at 115. “Ultimate or conclusory facts and conclusions of law, as well as statements on ‘information and belief’ cannot be utilized on a summary judgment motion.” *Dawkins v. Fields*, 354 S.C. 58, 68, 580 S.E.2d 433, 438 (2003) (quoting Charles Alan Wright et al., *Federal Practice and Procedure* § 2738 (3d ed. 2007)).

TET is in possession of the Hawker Inventory, which is comprised of various parts and systems from a Hawker 4000 business jet. The plaintiff has claimed ownership of the Hawker Inventory and filed suit to obtain possession. TET has refused to return the Hawker Inventory under the theory that it has an enforceable security interest. The plaintiff filed a motion for summary judgment on December 30, 2020, seeking the return of the Hawker Inventory. In its motion, the plaintiff cited the following admission from TET vice president, Dan Hansen¹:

Q: Who is the owner of these parts as we speak today?

A: Which parts?

Q: The Hawker 4000 inventory.

A: Rudy Dixon.

(Hansen Dep. Tr., attached to ARO-D’s Mot. Partial Summ. Judg. as Ex. C, at 149:6-10.)

TET’s President, Defendant Dwight Walker, made a similar admission in his written correspondence with the Aviation Suppliers Association, which is the licensed accrediting board for the U.S. Federal Aviation Authority, wherein he referred to Rudy Dixon as the “owner” and to the undersigned as the “owner’s attorney”. (Exhibit B).

These admissions outside of the courtroom stand in stark contrast to TET’s posture inside the courtroom. TET did not file a memorandum, affidavit, or other response contesting the

¹ Opposing counsel describes Mr. Hansen’s involvement with the Hawker Inventory as minimal to non-existent in an attempt to minimize Mr. Hansen’s testimony. Bonnie Walker, majority owner of TET, viewed Mr. Hansen’s role as considerably more robust than opposing counsel as noted in the highlighted portions of Exhibit A.

plaintiff's ownership of the Hawker Inventory prior to the summary judgment hearing. TET's oral arguments and post-hearing arguments similarly fail to address the plaintiff's uncontested ownership of the Hawker Inventory. TET instead attempts to draw the Court's attention away from this reality by claiming the Court's Order is premature. But no amount of additional time or discovery will alter the fact that the plaintiff is the rightful owner of the Hawker Inventory.

TET argues the Court should deny summary judgment and grant TET time to conduct additional discovery into the possible existence of a signed consent agreement. TET posits the theoretical argument that the plaintiff may have signed a consignment agreement pursuant to the S.C. Uniform Electronic Transactions Act, S.C. Code § 26-6-10 *et seq.* ("SCUETA"). Under SCUETA, "Electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record." S.C. Code § 26-6-20 (8).

The plaintiff readily admits that TET proffered a consignment agreement to the plaintiff but denies signing same (Dixon Aff., attached to ARO-D's Mot. Partial Summ. Judg. as Ex. B, at ¶ 6). Even TET denies the plaintiff signed a consignment agreement. (Def.'s Mot. Reconsider at 8; Hansen Dep. Tr., attached to ARO-D's Mot. Partial Summ. Judg. as Ex. C, at 59:15-23 and 149:21-25). The analysis should stop there.

However, TET argues that email correspondence between the plaintiff and TET employees sufficient to constitute a signature under SCUETA. TET offers no evidence in support of this argument. It provides no emails that contain the terms of the consignment agreement or, more importantly, grant TET a security interest in the Hawker Inventory. If such emails existed, they would necessarily be in TET's possession, obviating the need for additional time to conduct

discovery. In essence, TET asks this Court for additional time to identify a signed consignment agreement that it readily admits does not exist, and if it did, would already be in TET's possession.

The Court may also find support for its Order in the language of the unsigned consignment agreement itself, which contains two important provisions. (Exhibit C).

ARTICLE 17- RIGHT OF REPOSSESSION

Nothing in this Agreement shall be so construed as to limit the rights of Consignor to recall any item(s) of Inventory at any time prior to passing of Title to Consignee in accordance with Article 6. Consignee shall immediately, upon receipt of such written demand, forthwith deliver to Consignor the required item(s) of Inventory and Consignor shall pay for all reasonable fees and charges incidental to such redelivery.

ARTICLE 6- TITLE AND RISK OF LOSS

(B) Title to any item of Inventory shall pass from Consignor to Consignee immediately **upon the delivery of any such item of Inventory by Consignee to Consignee's customer** F.O.B. Consignee's premises after an offer by such customer to purchase any such item of Inventory at a price which is not less than the minimum sale price established in accordance with Article 9.

[emphasis added].

Article 17 of TET's own purported consignment agreement grants the plaintiff the right to immediate repossession of the Hawker Inventory upon payment for delivery. Article 6 confirms the plaintiff remains the owner of the Hawker Inventory until such time TET has brokered a deal with a buyer and delivered the parts to the buyer. Should TET successfully prove the consignment agreement was signed, it will simply confirm the plaintiff's right to summary judgment and the immediate possession of the Hawker Inventory.

TET relies heavily on *Baughman v. AT&T*, 306 S.C. 101, 410 S.E.2d537 (S.C. 1990) in support of its argument that summary judgment is premature. However, *Baughman* specifically

found that the party seeking additional discovery “demonstrated a likelihood that further discovery will uncover additional evidence relevant to the issue. . . .” *Id.* at 112. TET has demonstrated the opposite. TET has demonstrated:

- a. the plaintiff is the owner of the Hawker Inventory,
- b. the plaintiff never signed the consignment agreement,
- c. the alleged consignment agreement provides the plaintiff with the right to immediate repossession of the Hawker Inventory, and
- d. any evidence in support of the existence of a signed consignment agreement is necessarily in TET’s possession.

Further discovery will not un-ring that bell.

For the reasons set forth herein, the plaintiff requests TET’s Motion be denied. The plaintiff further requests the enforcement of this Court’s previous Order and provide for the immediate return of the Hawker Inventory to the plaintiff.

Respectfully submitted,

CULBERTSON ANDRIGHETTI, LLC

/s/ J. J. Andrighetti

J. J. Andrighetti (SC Bar # 72741)
114 Manly St.
Greenville, SC 29601
P: 864-370-8222 F: 864-370-8227
jj@palmettolawfirm.com
Attorney for Plaintiff

Greenville, South Carolina

June 1, 2021

EXHIBIT A

J.J. Andrighetti

From: Frank Gangi <franktgangi@gmail.com>
Sent: Tuesday, October 08, 2019 12:05 PM
To: J.J. Andrighetti
Subject: Fwd: FW: HAWKER 4000 PROGRAM TERMINATION
Attachments: Invoice ARO-0003 9-18-2019 11-56-48 AM.pdf; Consignment Agreement ARO Hawker 4000 in 2019.doc; Letter of Intent for Hawker 4000 November 2018.docx

From: Bonnie Walker <bwalker@tigerenterprises.com>
Sent: Wednesday, September 18, 2019 1:31 PM
To: Rudy Dixon <rdixon@arosales.net>
Cc: Dan Hansen <dhansen@tigerenterprises.com>; Dwight Walker <dwalker@tigerenterprises.com>
Subject: HAWKER 4000 PROGRAM TERMINATION

Rudy,

As the majority owner of Tiger Enterprises & Trading I felt it appropriate to handle this communication.

As Dan stated, we had major renovations as you were aware when you were here, with dangerous floor chemicals being used the last two days and we were unable to be in the building. Second, Dwight and I just arrived back in the building today from our trip so we could take no action. Third, you have not directed Tiger in any shipment of parts to any location but just threaten us, so stand down on your threats.

To start, we will prepare the ARO Enterprise material for shipment for you after you complete the actions you are responsible for based on your cancellation of our original November 2018 LOI Agreement (Attached) and your "default" in signing the consignment agreement to complete your LOI responsibility. See attached invoice.

Dwight and Dan have spent many hours in the last two years supporting you on this Hawker 4000 program and other opportunities. I did not want them working with you based on "**YOUR**" past failures of our companies relationship but Dwight insisted that he wanted to help you because of the years he has known you. I was concerned that you would do exactly what you have done but at least we protected ourselves this time from any losses.

I will restate what Dan said in his communication. As a note, your disrespect for Dan and his position and authority at Tiger is unacceptable. He has been responsible and still is for this program and the purchasing analysis for us.

Tiger issued a "LETTER OF INTENT", November 2018, that was very specific that we would enter into a consignment agreement. You agreed to this proposal both verbally and in writing and confirmed it when you authorized Tiger to ship the material to the USA and you re-confirmed that you would sign the Consignment agreement in the USA when you arrived at Tiger. You have defaulted in the agreement you made with us and there are both financial and legal implications to your inaction of signing that consignment agreement. This "**Bait & Switch**", now that the material is in the USA, puts ARO Enterprise (Rudy Dixon) in default of our original arrangement.

On your point #1 from your 9/18/19 6:34AM email you have no position to be disappointed with Tiger as we have held up our end of the agreement and it is you that is in default. Please let us know exactly which companies or individuals told you not to do business with Tiger so we can advise our attorney to contact them for slander and disparagement. If you go the legal route this will be one of our requests from you either way. I wasn't going to bring it up but since you did, the 2013 transaction, ARO Enterprise stole material from our purchase and never delivered it, costing Tiger a great financial loss. If we need to bring this back up in the legal system we will. So much for us being nice back then.

From your comments in #2, you are wrong and we never told you we were holding funds, we paid you in full and stated we would help you with cash and pay you in full and recover the engine shipping cost on future sales. Also, our email quote on your engine shipment that we sent you showed \$11,970.00 as the estimated quote. This company has handled

many shipments and always has "best pricing" from our experience. I cannot compare your quote based on you throwing a number out there and it is irrelevant as you approved our quote and we attempted pickup.

On your #3 point, I can't even understand what you are saying. I will say, Tiger never promised to purchase anything. Note the LOI from November 2018, emails and verbal conversations to consign not purchase. You are not losing sales because of Tiger and we reject that statement. You have not instructed us to ship any parts to any location to this point. As we shipped the first lot to T3 based on your request why do you think we wouldn't accommodate any other shipment. You stated that you didn't want to be in the piece part business and all you have done is inject yourself in the process instead of letting Tiger handle the process.

You are not losing sales as you have not directed us to do anything. All you have done is lied to us about what you would do with Tiger in the consignment program then blame Tiger while you change things, run around in circles and threaten us.

Since you left Tiger all you have done is complained and harassed Tiger when you are the one who lied to us about your intent and changed the program from our agreement to take the material on consignment. We have performed and paid you as promised.

I have attached our invoice that we now have as you are in breach of contract from our LOI and verbal agreement. Once you acknowledge receipt of the invoice and wire Tiger the money we will release the balance of the material. Please feel free to give us a shipping address for any AOG shipments and we will give you weights and dimensions. We will be professional and kind as we wrap up this situation and if one or two parts need to ship we will gladly accommodate that request prior to payment so we don't hold up and transactions. It will take us several days to pack. Please give us a copy of your purchase order from your customer so we can prepare the shipment and if it is an export we will need a commercial invoice from you.

Again, we have been professional and accommodating to ARO Enterprise and have performed as such. Your complaints and positions are unsubstantiated and we stand on that truth. We are very disappointed in your program changes and that has a negative revenue effect on Tiger as it is a financial loss.

Best regards,

Bonnie Walker

President/CFO

Tiger Enterprises & Trading, Inc.

512 John Ross Court

Pelzer, SC 29669

Phone: 864-862-3838 Fax: 864-862-7848

bwalker@tigerenterprises.com



Tiger Cage Code: 1BCX5 (small business-woman owned). DUNS 883927196.

Legal information for the reader: This e-mail/message/fax, may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this e-mail/message/fax to the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this e-mail/ message/fax is strictly prohibited. If you received this message (in any form) in error, please immediately notify the sender and delete this e-mail/ message/fax from your computer.

All items quoted and/or sold, are subject to prior sale and/or availability, sold "as is where is", and subject to Tiger Enterprises management approval. Any order placed after 2:30 PM EST U.S.A., MAY not ship until the next day. Any Engine Part quoted or sold may be subject to agreement on MSLP (or CLP, OEM current list price, etc) and pro-rate value at time of quote or sale, if applicable. **Any part sold by Tiger Enterprises (including those sold to a third party, etc.), CANNOT be sold to a U.S.A. embargoed country, company, entity, or person(s). Furthermore, depending on the ECCN of these commodities, OR if they have a military application, may require an export license or exception when applicable. Diversion contrary to U.S. law is prohibited. Certain sold items may require an End Use Certificate before shipment. Any item(s) requiring export license and/or US Customs approvals, and etc, may require an extended lead time on delivery.** Open terms stated in this quotation (if quoted) may be invalid if there has been no sales activity for the last two years. Also, please kindly send new and/or updated credit and bank references for company profile and finance updates, if there has been no activity with Tiger for more than two years. **If you are a new customer to Tiger Enterprises, please include a copy of your Sales Tax Exemption Certificate for tax purposes when ordering.** Failure to do so may result in being charged sales tax for orders current and in the future, until receipt of certificate by Tiger.

All items purchased by Tiger Enterprises must be approved by Tiger management beforehand. All items purchased must have either FAA/JAA/CAA/EASA/DOT/OEM etc. type approved/appropriate trace and condition documentation, any export/import licenses (when applicable) or approvals, and HAZMAT documentation (if applicable).

Tiger Enterprises is a 2013-2016 ASA-100 and FAA AC 00-56A approved company.

EXHIBIT B



Wes Few <wesfewsc@gmail.com>

RE: ASA/FAA review

1 message

Michele Dickstein <michele@aviationsuppliers.org>

Fri, Mar 13, 2020 at 11:02 AM

To: Dwight Walker <dwalker@tigerenterprises.com>

Cc: Dan Hansen <dhansen@tigerenterprises.com>, Wes Few <wes@wesleyfew.com>, Bonnie Walker <bwalker@tigerenterprises.com>, Cassy Young <cassy@wesleyfew.com>

Thanks for the info. I will read it this weekend.

Michele Dickstein**President****ASA | ASACB**

D: +1 202-347-6896 M: +1 202-329-4884

**From:** Dwight Walker <dwalker@tigerenterprises.com>**Sent:** Friday, March 13, 2020 10:53 AM**To:** Michele Dickstein <michele@aviationsuppliers.org>**Cc:** Dan Hansen <dhansen@tigerenterprises.com>; Wes Few <wes@wesleyfew.com>; Bonnie Walker <bwalker@tigerenterprises.com>; Cassy Young <cassy@wesleyfew.com>**Subject:** ASA/FAA review

Michelle,

I wanted to pass on the attachment to you. I'm not sure if you need this in coordination with the FAA review. **This is the attorney of the owner of the Hawker 4000 parts.** We informed them of the complaint. This legal action is being coordinated and paid for by Frank Gangi, the individual making the complaints to the ASA and FAA. I'm not sure Rudy Dixon even knew Frank did it.

You requested information to support our process under ASA100 to respond to that complaint. As you noticed from my response the inventory was received to be inventoried for a consignment program. **Prior to the owner of the aircraft signing the consignment** (as he was physically in Nigeria and didn't want to sign it until he returned to the USA) he advised and authorized us to start marketing and selling the parts. The only way to do this was to broker (a back-to-back transaction) the items if sold. The four transactions (purchase and sale) I sent you were the sales we performed.

After the tortious interference of Frank Gangi, T3 Aviation in our program and workings with Rudy Dixon, ARO-D Enterprises, LLC, Rudy stopped the program. I won't get into the details of the legal action. Prior to Rudy coming back to the USA, he asked that we allow a shipment of parts from the lot to T3 Aviation. Tiger was not involved in this transaction and Rudy prepared an invoice that went with the shipment and T3 Aviation supplied the Fed X label. Since they came from the same lot received I wasn't sure if you needed this shipment also. Since Tiger was not involved and didn't own the assets, we did not provide any paperwork in the shipment. The individual making the complaints (Frank Gangi) received a shipment from the same lot without any paperwork or certs to the best of my knowledge.

As you probably have determined, the complaint was a powerplay by Frank Gangi as he wasn't getting his way with changing Rudy's mind on the consignment at first. Rudy eventually did change his mind which violated the ARO-D/Tiger agreements. When we refused to ship any more parts (ARO-D owed Tiger money) that is when the complaints were filed by Frank Gangi. He is not involved with Tiger in any way and this interference is being generated by a wealthy individual who is upset that we didn't conform to his wishes. He had no information of our agreements with Rudy Dixon and the legal action he backed for Rudy was based on all false statements.

There was a hearing yesterday on a motion on this case and the case was dismissed as ARO-D Enterprises, LLC was not a legal Florida entity at the time of filing and the motion for a receiver was denied.

CONFIDENTIAL

TIGER_00523

https://mail.google.com/mail/u/0/?ik=b904defa0a&view=pt&search=all&permthid=thread-f%3A1661060988185377366%7Cmsg-f%3A16610615683116... 1/2

I'm sorry I have rambled on, but I wanted to put some facts on the table from where this complaint was coming from.

Regards,

Dwight D. Walker

CEO

Tiger Enterprises & Trading, Inc.

512 John Ross Court, Pelzer, SC 29669

864.862.3838 office | 864.414.3244 cell | 864.862.7848 fax

www.tigerenterprises.com, Connect with me: [LinkedIn](#)



Please click on any logo button to visit that site! Tiger Cage Code: 1BCX5 (small business-woman owned), DUNS 883927196.

Legal information for the reader. This e-mail/message/fax, may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this e-mail/message/fax to the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this e-mail/ message/fax is strictly prohibited. If you received this message (in any form) in error, please immediately notify the sender and delete this e-mail/ message/fax from your computer.

All items quoted and/or sold, are subject to prior sale and/or availability, sold "as is where is", and subject to Tiger Enterprises management approval. Any order placed after 2:30 PM EST U.S.A., MAY not ship until the next day. Any Engine Part quoted or sold may be subject to agreement on MSLP (or CLP, OEM current list price, etc) and pro-rate value at time of quote or sale, if applicable. **Any part sold by Tiger Enterprises (including those sold to a third party, etc.), CANNOT be sold to a U.S.A. embargoed country, company, entity, or person(s).** Furthermore, depending on the ECCN of these commodities, or if they have a military application, may require an export license or exception when applicable. Ultimately it is the exporter or U.S. Principal Party in Interest (USPPI) that is held responsible for the correct classification of any export and is required to ensure that all applicable export control requirements are met prior to making the export. Diversion contrary to U.S. law is prohibited. Certain sold items may require an End Use Certificate before shipment. Any item(s) requiring export license and/or US Customs or Commerce Dept, or State Dept, Justice Dept, ITAR, EAR, and etc, type approvals, may require an extended leadtime on delivery. Open terms stated in this quotation (if quoted) may be invalid if there has been no sales activity for the last two years. Also, please kindly send new and/or updated credit and bank references for company profile and finance updates, if there has been no activity with Tiger for more than two years. **If you are a new customer to Tiger Enterprises, please include a copy of your Sales Tax Exemption Certificate for tax purposes when ordering.** Failure to do so may result in being charged sales tax for orders current and in the future, until receipt of certificate by Tiger.

All items purchased by Tiger Enterprises must be approved by Tiger management beforehand. All items purchased must have either FAA/JAA/CAA/EASA/DOT/OEM etc: type approved/appropriate trace and condition documentation, any export/import licenses (when applicable) or approvals, and HAZMAT documentation (if applicable). Tiger Enterprises is an 2013-2015 ASA-100 and FAA AC 00-56A approved company.

CONFIDENTIAL

TIGER_00524

<https://mail.google.com/mail/u/0/?ik=b904defa0a&view=pt&search=all&permthid=thread-f%3A1661060988185377366%7Cmsg-f%3A16610615683116...> 2/2



March 12, 2020

Via Email (wes@wesleyfew.com) and U. S. Mail

Wesley D. Few
Wesley D. Few, LLC
PO Box 9398
Greenville, SC 29604

Re: ARO-D Enterprises, LLC v. Tiger Enterprises & Trading, Inc., Bonnie Walker and Dwight Walker
C.A. No. 2019-CP-23-06666

Dear Wes,

I am in receipt of your email dated March 6, 2020 notifying my client of a complaint filed by Frank Gangi with the FAA and ASA relative to the Hawker inventory. Please be advised that my client is prepared to cooperate with any investigation initiated by the FAA and ASA. If and when we receive a request from the FAA or ASA, we will respond to them directly. However, we do not believe it is appropriate to supply this information as that may interfere with the investigating agencies' ability to determine what records you have maintained related to the Hawker inventory, independent of the records maintained by my client.

Please call or email me if you wish to discuss the matter further.

Sincerely,

CULBERTSON ANDRIGHETTI, LLC


J.J. Andrighetti
jj@kcalawyers.com

CULBERTSON
ANDRIGHETTI, LLC

114 Manly Street,
Greenville, SC 29601

P: 864.370.8222
F: 864.370.8227

CONFIDENTIAL

TIGER_00518

ELECTRONICALLY FILED - 2021 Jun 01 6:09 PM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301886

EXHIBIT C



CONSIGNMENT AGREEMENT

THIS AGREEMENT is made the 25th day of June, 2019 between Tiger Enterprises & Trading, Inc., a South Carolina Corporation, having its principal place of business at 512 John Ross Court, Pelzer, SC 29669 USA (hereinafter referred to as "Consignee") and ARO Enterprise, LLC a Florida company having its principal place of business at 18906 Edinborough Way Tampa, FL 33647 (hereinafter referred to as "Consignor").

PREAMBLE

WHEREAS:

- (A) Consignor owns a Hawker 4000, Identified as 5N-NOC, MSN RC-38 (hereinafter referred to as the "Inventory") which it desires to sell material off this airframe, and;
- (B) The Consignee is in the business of selling Aircraft Spare Parts, and;
- (C) The Consignor wishes to appoint Consignee as the exclusive Consignee of the Inventory for the purpose of the storage, repair, and sale thereof, and;
- (D) The Consignee has represented to the Consignor that it has the staff, facilities and financial ability to honor the obligations set forth below.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1- DEFINITIONS

- (A) Agreement- shall mean this Agreement and any exhibits and/or amendments attached hereto.
- (B) Current List Price- shall mean the manufacturers current list price as published from time to time by the manufacturer of the Inventory.
- (C) Inventory- shall mean the aircraft parts consigned to Consignee for sale as listed in attached Exhibit A as amended from time to time.

ARTICLE 2- SUBJECT MATTER

Consignor may, from time to time, upon prior written notice and approval by Consignee, deliver to Consignee Inventory being the property of Consignor on consignment for sale by Consignee. Each item of Inventory delivered to Consignee hereunder shall be added to the Inventory list set forth on Exhibit A attached hereto, and such Exhibit A shall automatically be amended to constitute the Inventory for the purpose of this Agreement.

ARTICLE 3- TERM OF AGREEMENT

This Agreement shall commence on the date of execution of this Agreement and continue in effect for a period of five (5) years. This Agreement may be extended by a written Agreement executed by both parties. This Agreement may be terminated prior to the expiration date by either party giving a minimum of sixty (60) days prior written notice to the other party, or terminated due to the breach of any of the terms and conditions of this Agreement by either party hereto (hereinafter referred to as the "Term of Agreement").

In the event of expiration or termination, the Inventory held by the Consignee shall be returned to the Consignor or to another facility upon direction of the Consignor. The expenses of such return shall be borne by (a) the party who terminates, unless the termination results from breach of the Agreement by the other party, or (b) the party in breach of this Agreement, or (c) the Consignor upon the expiration of this Agreement.

ARTICLE 4- DELIVERY

Consignor shall deliver, to Consignee at Consignee's facility located at 512 John Ross Court, Pelzer, South Carolina 29669 USA, the Inventory specified in Article 2 above and shall be responsible for payment of all costs incurred incident to said delivery.

ARTICLE 5- ACCEPTANCE AND STORAGE

Consignee shall accept the Inventory and shall provide free of charge to Consignor secure and proper storage, therefore, in Consignee's warehouse in Pelzer, SC, or at such other place as may be mutually agreed in writing between the parties. The Consignee shall (a) segregate the Inventory from all other goods held in the custody of the Consignee, and (b) maintain a correct and up-to-date listing of the remaining Inventory.

A separate and distinct storage area that prominently identifies the Inventory as the property of the Consignor. Prominently identifies consists of a floor area and/or overhead sign and bin and/or rack markings which provide clear notice that the Consignee holds for sale, Inventory on Consignment from the Consignor which is the property of the Consignor.

The Consignee shall maintain a suitably clean and neat place of business for the storage and sale of the Inventory.

ARTICLE 6- TITLE AND RISK OF LOSS

(A) Consignor warrants that all inventory consigned to Consignee under this Agreement shall have clear and marketable title, and shall be traceable to an acceptable source.

(B) Title to any item of Inventory shall pass from Consignor to Consignee immediately upon the delivery of any such item of Inventory by Consignee to Consignee's customer F.O.B. Consignee's premises after an offer by such customer to purchase any such item of Inventory at a price which is not less than the minimum sale price established in accordance with Article 9.

(C) Risk of loss or damage to any item of Inventory shall pass from Consignor to Consignee immediately upon delivery of such item to Consignee's facility. Risk of loss or damage shall pass from Consignee to Consignee's customer immediately upon shipment from Consignee's facility pursuant to a sale.

ARTICLE 7- INSURANCE/INDEMNIFICATION

Consignee shall be required to insure Consignor's interest in any Inventory held by Consignee and Consignor shall not be required to reimburse the Consignee for the amount of any additional premium paid by Consignee to insure the Inventory. The insurance value will be \$200,000.

Consignor agrees to assume and to release, indemnify, protect and hold harmless Consignee, its directors, officers, affiliates and employees from and against any and all liabilities, claims, demands, suits, damages and losses (including, without limitation, all reasonable attorney's fees, costs and expenses in connection therewith or incident thereto), for deaths or injuries to any persons whomsoever, and for loss of or damage to any property whatsoever (including, without limitation, any aircraft on which any such item of inventory may be installed and loss of use thereof), in any manner arising out of or in any way connected with the delivery, storage, transporting, installation, operation, maintenance, use or detachment of the

item of inventory, regardless of negligence, active, passive or any other type, of Consignee, its directors, officers, shareholders, officers, employees or affiliates.

ARTICLE 8- SALES PROMOTION

Consignee shall use its best endeavors to promote the sale of the Inventory in the aviation industry.

Without limiting the generality of the foregoing, the Consignee's sales promotions shall include marketing the Product on its web site, brochure, Internet database services, and any other marketing related materials. Consignee may develop photographs and signs for its display booth containing the name and logo of Consignor and photographs of products to aid in the marketing and procurement of sales. The Consignor hereby agrees to allow Consignee to use its name, logo, web site, brochure, product photographs, and any other marketing related literature in any of the above marketing venues.

In the event this Agreement is terminated, Consignee shall no longer have the authority to utilize the name, logo or photographs of the Consignor. Consignee agrees to remove the Consignor's Name, Logo, and product photographs on its web site, display booth, or any other marketing literature within sixty (60) days.

ARTICLE 9- SELLING PRICE

The prices at which the respective items of Inventory may be offered by Consignee for sale shall be at market value. The prevailing market rate for each item of Inventory shall be determined by Consignee based upon research.

In the event Consignor disagrees with the prevailing market rate established by Consignee, Consignor shall have the right to establish its own minimum sale price for each item

of Inventory. Consignee will not be obligated to sell Inventory at the Consignor's minimum sale price until Consignee receives written notification from Consignor.

ARTICLE 10- CONDITIONS OF SALE

Any loss sustained or any expenditure incurred by Consignee arising out of the operation or enforcement of the sale of an item or items of Inventory shall be for Consignee's account and shall not be recoverable from Consignor nor made deductible from any money payable to Consignor under the terms and conditions of this Agreement.

In connection with each sale of an item of Inventory, Consignee's customer shall be responsible for obtaining any required authorization such as an Export License, Import License, or any other required Government authorization, including without limitation of the foregoing, any present or future rules, regulations, provisions or requirements of the United States Government, the Coordinating Committee of Multilateral Export Controls or any other government instrumentality or authority which prohibits or restricts the sale or export of goods, services or know-how to certain countries.

Consignee's customer shall issue or make application for any requisite License, authority or permit in its own name and shall not directly, or by implication, use the name of the Consignor in any such issue or application, except as where required by law, without Consignor's prior written consent.

ARTICLE 11- REMUNERATION

Consignee shall be entitled to retain by way of remuneration for the services rendered by it to Consignor, an amount equivalent to a percentage of the Net Sales Price of each item of Inventory sold by the Consignee pursuant to this Agreement as follows:

(A) Fifty-five percent (55 %) of the Net Sales Price to the Consignor and forty-five percent (45%) of the Net Sales Price to the Consignee. The Net Sales Price is the Gross Sales Price less any costs involved if any item of Inventory is required to be overhauled, certified or modified in order to be sold, as outlined in Article 13 herein. All payments to Consignor by Consignee will be on a net forty-five (45) days basis.

(B) Consignee shall be responsible for any bad debts, (except where Consignor has given prior written approval to terms of sale for promotional purposes) and all administration and selling expenses incurred by Consignee including, but not being limited to, warehousing, advertising, sales promotion, inspection, preparation for shipment, sales analysis, performance reports and accountancy.

(C) Consignee shall be able to be reimbursed for incoming/outgoing shipping, transportation, fees, duties, past debts, loans, pre-payments or other costs on record prior to the remuneration split outlined in (A).

ARTICLE 12- ACCOUNTABILITY

Within fifteen (15) days after the 1st day of each calendar month, Consignee shall furnish to Consignor's Representative at its address listed herein a summary statement of invoices of the respective quantities, part numbers, descriptions, condition categories, manufacturer's list prices when available, percentage discounts allowed, and net selling prices relating to all items of the Inventory sold during the month ending on the last day of that month, plus a listing of improvement costs incurred, if any, pursuant to Article 13. Consignee shall remit to Consignor the total amount of the proceeds of such sales due to Consignor after deduction of the appropriate remuneration due to Consignee within the limit set forth in Article 11. Payment shall be made in United States currency.

Periodic audits of the Inventory may be performed by Consignor from time to time at Consignee's facility throughout the Term of This Agreement, in a manner and at a frequency to be mutually agreed between the parties.

ARTICLE 13- PARTS IMPROVED OPTION

Consignee agrees to periodically review the Inventory for obsolescence. Consignee further agrees to repair and/or overhaul the Inventory as required to put the Inventory in such condition as to render it marketable at a FAA approved repair facility agreed upon between the parties.

Costs incurred in repairing and/or overhauling the Inventory shall be the responsibility of Consignor.

ARTICLE 14- TAXES

Taxes imposed by any Federal, State or Local taxing authority within the United States and payable as a result of any sale, use, delivery, storage, or transfer of goods shall be borne by Consignee. All taxes imposed upon or measured by the net income or gross revenues of Consignor shall be the responsibility of Consignor.

ARTICLE 15- WARRANTY

Consignor warrants that it will have good title to all the Inventory consigned hereunder at the time of delivery to Consignee.

ARTICLE 16- RIGHT TO ACCESS

Consignee shall allow any duly authorized representative of Consignor the right of free and unrestricted access during normal business hours to all Inventory held by Consignee and

shall provide all reasonable facilities for inspection and audit of said Inventory. In the event that such audit discloses a deficiency in the quantity of the Inventory, then Consignee shall have the right to substitute a part of equal or greater value, or shall be liable to pay compensation to Consignor at the minimum sales price for such item(s) as previously agreed upon between the parties and in accordance with Article 9 herein.

ARTICLE 17- RIGHT OF REPOSSESSION

Nothing in this Agreement shall be so construed as to limit the rights of Consignor to recall any item(s) of Inventory at any time prior to passing of Title to Consignee in accordance with Article 6. Consignee shall immediately, upon receipt of such written demand, forthwith deliver to Consignor the required item(s) of Inventory and Consignor shall pay for all reasonable fees and charges incidental to such redelivery.

ARTICLE 18- TERMINATION FOR INSOLVENCY

Either party may terminate this Agreement by giving the other party written notice as hereinafter provided at any time after the other files a voluntary petition in bankruptcy, or proceedings in bankruptcy are instituted against the other party and it is therefore adjudicated bankrupt pursuant to such proceedings, or a receiver of the other party's assets is appointed on account of insolvency, or the other makes a voluntary assignment for the benefit of its creditors. Such notice of termination shall be given thirty (30) days prior to the effective date of termination, except that in the case of the filing of a voluntary petition in bankruptcy or the making of a voluntary, general assignment for the benefit of creditors, such notice shall be deemed effective upon receipt.