

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

NORMAN R. BOBBY KNIGHT)
Plaintiff(s))

vs.)

PAUL R. RAHN et al)
Defendant(s))

(Please Print)

Submitted By: B. KNIGHT
Address: 3940 HOTTINGER
N. CHARLESTON SC
29405

IN THE COURT OF COMMON PLEAS **RECEIVED**

JAN 06 2014

CIVIL ACTION COVERSHEET

2013 -CP- 10 - 4500 **SC Court of Appeals**

SC Bar #: _____
Telephone #: 843 735 0814
Fax #: _____
Other: _____
E-mail: consterp@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
 This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
 This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
 This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| <input type="checkbox"/> Constructions (100) | <input type="checkbox"/> Dental Malpractice (200) | <input type="checkbox"/> Assault/Slander/Label (300) | <input type="checkbox"/> Claim & Delivery (400) |
| <input type="checkbox"/> Debt Collection (110) | <input type="checkbox"/> Legal Malpractice (210) | <input type="checkbox"/> Conversion (310) | <input type="checkbox"/> Condemnation (410) |
| <input type="checkbox"/> Employment (120) | <input type="checkbox"/> Medical Malpractice (220) | <input type="checkbox"/> Motor Vehicle Accident (320) | <input type="checkbox"/> Foreclosure (420) |
| <input type="checkbox"/> General (130) | Previous Notice of Intent Case # | <input type="checkbox"/> Premises Liability (330) | <input type="checkbox"/> Mechanic's Lien (430) |
| <input checked="" type="checkbox"/> Breach of Contract (140) | 20 <u>-CP-</u> | <input type="checkbox"/> Products Liability (340) | <input type="checkbox"/> Partition (440) |
| <input type="checkbox"/> Other (199) | <input type="checkbox"/> Notice/ File Med Mal (230) | <input type="checkbox"/> Personal Injury (350) | <input type="checkbox"/> Possession (450) |
| | <input type="checkbox"/> Other (299) | <input type="checkbox"/> Wrongful Death (360) | <input type="checkbox"/> Building Code Violation (460) |
| | | <input type="checkbox"/> Other (399) | <input type="checkbox"/> Other (499) |

- | | | | |
|--|---|---|---|
| Inmate Petitions | Administrative Law/Relief | Judgments/Settlements | Appeals |
| <input type="checkbox"/> PCR (500) | <input type="checkbox"/> Reinstate Drv. License (800) | <input type="checkbox"/> Death Settlement (700) | <input type="checkbox"/> Arbitration (900) |
| <input type="checkbox"/> Mandamus (520) | <input type="checkbox"/> Judicial Review (810) | <input type="checkbox"/> Foreign Judgment (710) | <input type="checkbox"/> Magistrate-Civil (910) |
| <input type="checkbox"/> Habeas Corpus (530) | <input type="checkbox"/> Relief (820) | <input type="checkbox"/> Magistrate's Judgment (720) | <input type="checkbox"/> Magistrate-Criminal (920) |
| <input type="checkbox"/> Other (599) | <input type="checkbox"/> Permanent Injunction (830) | <input type="checkbox"/> Minor Settlement (730) | <input type="checkbox"/> Municipal (930) |
| | <input type="checkbox"/> Forfeiture-Petition (840) | <input type="checkbox"/> Transcript of Judgment (740) | <input type="checkbox"/> Probate Court (940) |
| | <input type="checkbox"/> Forfeiture-Consent Order (850) | <input type="checkbox"/> Lis Pendens (750) | <input type="checkbox"/> SCDOT (950) |
| | <input type="checkbox"/> Other (899) | <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) | <input type="checkbox"/> Worker's Comp (960) |
| | | <input type="checkbox"/> Confession of Judgment (770) | <input type="checkbox"/> Zoning Board (970) |
| | | <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) | <input type="checkbox"/> Public Service Commission (990) |
| | | <input type="checkbox"/> Other (799) | <input type="checkbox"/> Employment Security Commission (991) |
| | | | <input type="checkbox"/> Other (999) |
- Special/Complex /Other**
- | | |
|--|---|
| <input type="checkbox"/> Environmental (600) | <input type="checkbox"/> Pharmaceuticals (630) |
| <input type="checkbox"/> Automobile Arb. (610) | <input type="checkbox"/> Unfair Trade Practices (640) |
| <input type="checkbox"/> Medical (620) | <input type="checkbox"/> Foreign Subpoenas (650) |
| <input type="checkbox"/> Other (699) | <input type="checkbox"/> Motion to Quash Subpoena in Out-of-County Action (660) |
| <input type="checkbox"/> Sexual Predator (510) | |

Submitting Party Signature: Bobby Knight

Date: 6 August 2013

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Norman Robert "Bobby" Knight)
Plaintiff,)

Case No.: 2013-CP-10-4560

vs)

Companion Property and Casualty)
Insurance Company of South Carolina)

SUMMONS

Robertson Hollingsworth & Flynn with)
Paul R. Rahn as an individual & Partner;)
Defendants. (Suretyship))

BY _____
JULIE J. ARMSTRONG
CLERK OF COURT
2013 AUG -5 AM 9:15

FILED

TO: Defendants, The Suretyship. [captioned above and identified below]:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the Plaintiff, Bobby Knight, 3940 Hottinger Avenue, North Charleston, South Carolina, 29405, within thirty (30) days after the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service herof, exclusive of the day of service, judgment by default will be entered against you for the relief demanded in the Complaint.

DATED at North Charleston, South Carolina, this 6 day of August 2013.

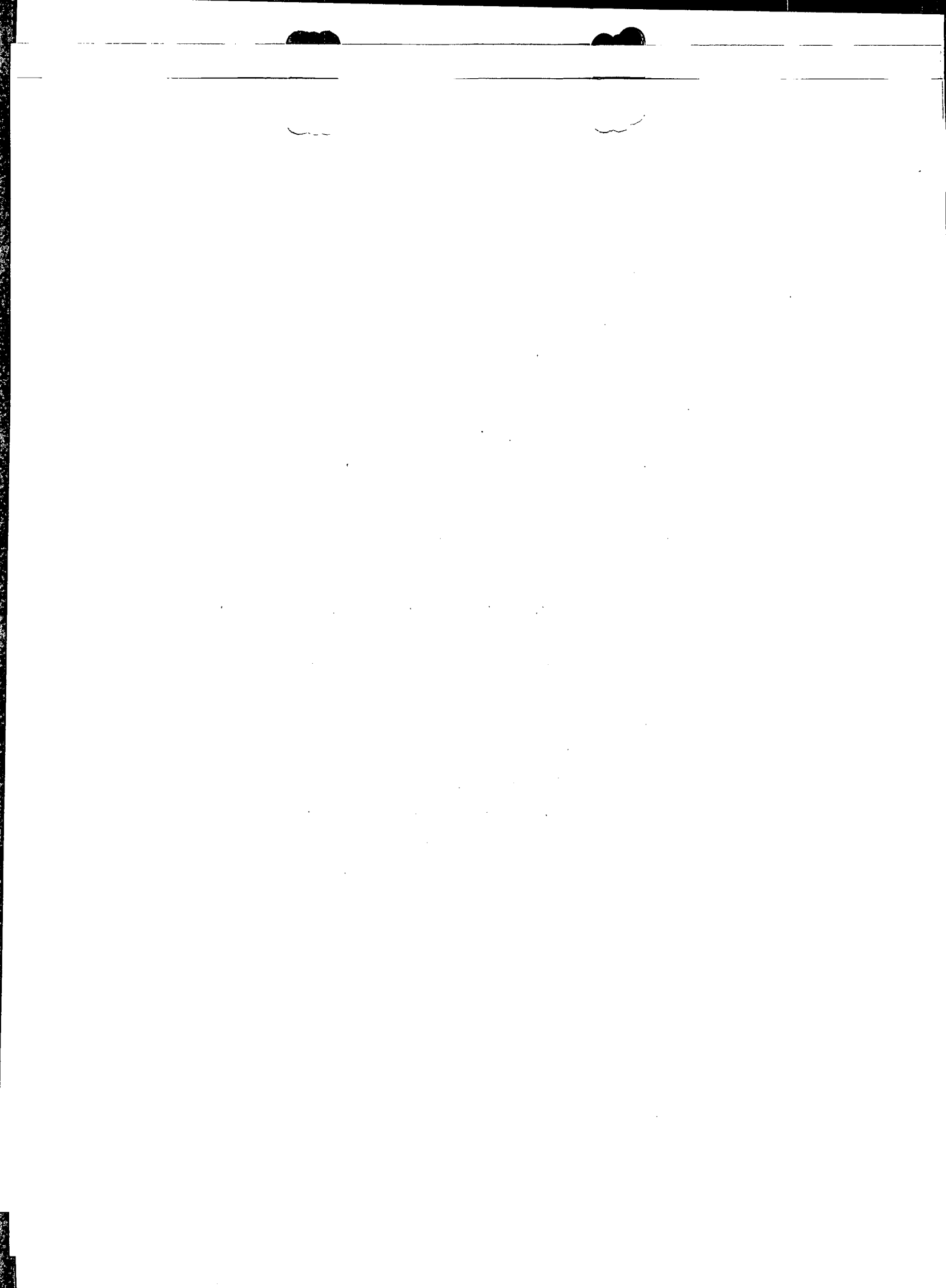
BY: Bobby Knight
Bobby Knight

3940 Hottinger Avenue
North Charleston, SC 29405
(843) 735-0814

Companion Property and Casualty Insurance Company (the Suretyship) Registered Agent
Duncan S. McIntosh, 2501 Faraway Drive, Columbia, SC 29223

Robertson Hollingsworth & Flynn LLC, Registered Agent R. Patrick Flynn 177 Meeting Street,
Charleston, SC 29401

Paul R. Rahn, 177 Meeting Street, Charleston, SC 29401



3. This Complaint alleges against these co-Defendants, as a whole or even in part, hereafter referred to as the "Suretyship": commonly known as follows: (A) Companion Property and Casualty Insurance Company; (B) Robertson Hollingsworth Flynn, LLC & (C) Paul R. Rahn [as both a partner and an individual] , against whom the Plaintiff is alleging and claiming premeditated malicious acts and a failure of acts about:

3.1.1. Fraud in the Inducement as a Defense to Fidelity and Surety Claims;

3.1.1.1. General Fraud(s) stated in Federal Common Law; South Carolina Code Title 15 and Title 33 and the SCRCF; and

3.1.1.2. This Suretyship's deliberate hiding or falsification of a material fact; and

3.1.2. Conduct As Manifestation Of Assent, assent protections belonging to the Plaintiff Knight's rights were ignored and causes the Plaintiff damages; and

3.1.2.1. (1) The manifestation of assent may be made wholly or partly by written or spoken words or by other acts or by failure to act {or prevent};

3.1.2.2. (2) The conduct of a party is not effective as a manifestation of his assent unless he intends to engage in the conduct and knows or has reason to know that the other party may infer from his conduct that he assents;

3.1.2.3. (3) The conduct of a party may manifest assent even though he does not in fact assent. In such cases a resulting contract may be voidable because of fraud, duress, mistake, or other invalidating cause.

3.1.3. Fraud Upon the Individual Plaintiff by the Suretyship committing a Civil Conspiracy at the Charleston Division – US District Federal Court via a Miller ACT suit brought by a Secondary (*not named above*) wherein the liability for finality of any payment has been made to lay with this individual Plaintiff ;

3.1.4. a Breach of Fiduciary Contract Bond Provisions;

3.1.4.1. a Breach of Duty as a Fiduciary¹; owed to the Plaintiff Knight.

3.1.5.a Material (Subjective) Misrepresentation² forcing of a biased and third-party disparity treatment of the Plaintiff preventing a correct *Manifest his Assent*; and

¹ To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages proximately resulting from the wrongful conduct of the defendant. RFT Mgmt. Co. v. Tinsley & Adams LLP., 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012).

The existence of a fiduciary duty is a question of law for the court. See Vortex Sports & Entm't, Inc. v. Ware, 378 S.C. 197, 207, 662 S.E.2d 444, 450 (Ct. App. 2008) (citing Clearwater Trust v. Bunting, 367 S.C. 340, 346, 626 S.E.2d 334, 337 (2006)).

3.1.6. **Tortuous Interferences** about ongoing and future business relationships with the federal government; failure to identify and document communications; and

3.1.6.1. The Plaintiff Knight has suffered an irreparable loss of his last 2-3/4 transitional years in the SBA 8a Program as now he cannot function productively without bonding capability; and

3.1.6.1.1. One such contract was valued at \$232,000 and was Awarded got terminated. This one alone was part of an Indefinite Delivery 5 years opportunity won at the Marine Corps Air Station.

3.1.7. A Loss of Good Standing ripples in the Local, State and Federal contracting Community; and

3.1.8. A Loss of Property (a business entity), Life (includes health; *'loss of enjoyment of life' and 'pain and suffering'*), a Liberty (to work uninhibited) and a protected Pursuit of Happiness about these now lost future opportunities;

3.1.8.1. The Suretyship has so violated the Plaintiff's' 1st, 4th, 5th, and 14th Amendments to the US Constitution this, too, is a irreparable injury.

3.2. As a series of **Causes of Actions** and injurious wrongs applicable from the Suretyship's violations of SC Code Title 15 & Title 33 and SCRPC, each, defining as the direct and proximate "chain reaction of wrongs" committed by this Suretyship, each having acted in secret; in unison and in concert, as one Suretyship, of whose deliberate biases, heinous and despicable behavior by of a group of elite professional(s) that in its finality has resulted in the Suretyship's failure to adopt and apply in the name of the Plaintiff Knight, a complete defense to the fidelity bonds claim by a Secondary insured or obligee and for the Suretyship's failures to publish a pleading and to argue application of the well known and commonly used "Clean Hands Doctrine³ Defense" and about other documented bonded contract breaches by the Secondary, further, damaging the Plaintiff. Defenses which, being commonly known by business owners and laymen alike, are Defenses not limited to the extent of demonstrable prejudice.

4. The Suretyship defendants, *acting maliciously and intentionally* as individuals, in partnerships, as corporations, and by and through their appointed Authorized Agent, Msgr

² Deliberate hiding or falsification of a material fact which, if known to the other party, could have aborted, or significantly altered the basis of, a contract, deal, or transaction.

³ (*Layman-Plaintiff's common (sense) knowledge exception* exists to SC Code §15-36-100B Expert Affidavit requirements; when similar has been decided in *Mali v. Odom*, 295 S.C. 78, 81, 367 S.E.2d 166, 168 (Ct. App. 1988)

Paul Rahn, did with their 'biases-of-a-like-and-don't-like-a-party-popularity contest', a 'racial discrimination' against the Plaintiff Knight, each act being wrongfully instrumented, both severally and concertly, who have conspired in common together, even with the Secondary Claimant; all together and are hereafter referred to as the "Suretyship."

4.1.1. The Suretyship ignored applying exculpatory evidences and witnesses reports in favor of the Plaintiff Knight about breaches and thefts of copper scrap by the Secondary Claimant; and

4.1.2. The Suretyship ignored contracted federal security officer reports and eye and expert witnesses as to the Secondary Claimants' whose admissions of the theft of copper from the contract, another breach, is clearly documented in the Police/FLETC Report dated February 16-17, 2011, knowledge withheld by the Suretyship, but which was withheld from the Plaintiff until April 26, 2013, and

4.1.3. The Suretyship ignored other evidences about the Secondary Claimants' breaches based on friendships the Secondary has misused with certain contract officials -- whom acted illegally to protect their friends and even their own personal interests -- all in violation of Federal Regulations; merely DONE by the Suretyship's sacrificing the contracted rights and privileges and defenses rightfully belonging to Plaintiff Knight.

5. The Suretyship's **bad faith, routine habit and practices** behavior about the Plaintiff's personal guarantee for the construction bond and the contract, provided by the Plaintiff Knight, that the Plaintiff purports [it] these wrongs and [all] these breaches as Knight's Gateway to a **Rescission** of the entire fidelity bond, thereby, this civil action will merely begin in removing the destructive burdens now borne solely by Knight as a individual, who has been previously made unable to speak out and to be heard before now, except via this civil action per se this jurisdiction and venue in the Court of Common Pleas, Charleston County, SC; and

5.1. The Suretyship Partner, Paul Rahn, changed about his hats-of-apparent-authority; creating and causing **ethical neglect** about his lawful purposes as an agent; thereby perfecting the scheme against the Plaintiff Knight's rights.

5.1.1. Under general principles of contract law, contractual obligations may be avoided by a party whose assent was given under circumstances which vitiate its validity.

5.1.2. Even Contracts (Bonds) induced by intentional, or even under some circumstances innocent, misrepresentations may be abrogated, provided that the party relying on such misrepresentations acts promptly upon discovery thereof to void the contract.

- 5.1.3. The equitable remedy of rescission has been applied historically to contracts of insurance and of suretyship to discharge, respectively, the fidelity insurer and the surety of their obligations on the basis of both affirmative misrepresentations or failure to disclose material facts which caused either to miscalculate the risk being assumed. Sought is a **Discharge of Obligations of the Suretyship** that too expands to Discharge Plaintiff Knight, as well.
- 5.1.4. When applicable, **Rescission** results in a bond contract being voided in its entirety.
- 5.1.5. The remedy sought herein, therefore, affords the fidelity insurer (for the Plaintiff Knight in this matter) or the surety, as the case may be, a complete defense to the claim of an insured or obligee and is not limited to the extent of demonstrable prejudice.
- 5.1.5.1. In this matter, a proper defense was deliberately not had against this Secondary Claimant, also a Suretyship client.
- 5.1.6. Despite use of the word "bond" in the shorthand term "fidelity bond," the phrase typically refers to "specialized insurance coverage" by which financial institutions or commercial enterprises seek to protect themselves from the **Dishonest Conduct**.
- 5.1.6.1. Even when reversing this duty to protect and defend themselves, a **greater dishonest conduct** is done by their own Authorized Agent(s) in failing to protect themselves, in and of failing to protect Knight; from the Secondary Claim; the Suretyship sacrificing the Plaintiff Knight thereby executes in favor of the larger bond purchasing client -- the Secondary Claimant.
- 5.1.6.2. The Reciprocate of Rescission Theory is applicable here in this matter as that it is the Authorized Agent Paul Rahn, for the Suretyship, are that which wrongfully and permanently damaged the Plaintiff for acquiring all other bond acquisitions to continue to live and to work;
- 5.1.6.2.1. It was the Suretyship, with their **secret undisclosed election** to protect their bigger business client (the Secondary Claimant) over the Plaintiff Knight's businesses' Defenses. Knight is known as very small disadvantaged client to the Suretyship, and this material fact being ignored, flips the scales of justice in a third party disparaging treatment by the Suretyship about Plaintiff Knight;
- 5.1.6.2.2. Recission to point of issuance of a 'bondability letter' to Plaintiff Knight is a just relief restoration being sought against the

Suretyship, since that is what has been destroyed discriminately causing continuing damages to the Plaintiff Knight.

CAUSES of ACTION-- DISPARITY TREATMENT

6. The Plaintiff restates the information of the Complaint at paragraphs 1 - 5.1.6.2.2. above; and
7. The Suretyship's acts caused a Federal Common Law Rights violation of U.S.C. 18 §241 Conspiracy against Rights which states:

- 7.1.1.1. *If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or*
- 7.1.1.2. *If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured—They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death.*

CAUSES of ACTION -- GENERAL

8. The Plaintiff restates the information of the Complaint at paragraphs 1 - 7.1.1.2. above; and
9. **Negligent entrustment** of the Suretyship by the Plaintiff; and
10. Violations of SC Torts §§ 308 and §§309 harming the Plaintiff Knight; and
11. **Negligent Supervision** by the Suretyship of Paul Rahn and others to be determined; and
12. **Infliction(s) of mental and emotional distresses** by:
 - 12.1.1. The Suretyship, holding for themselves a fast payment and commission that was otherwise not available to them had they not failed to apply the **Clean Hands Doctrine Defense** in behalf of the Plaintiff Knight, the personal guarantor, has caused by their knowingly and with intention and malice to maliciously act sacrificing the Plaintiff Knight for a "faster buck" in their pocket now and a bias for the Secondary Client (the Claimant of the Bond) for continued "bigger bucks" in their pockets in the future; and
 - 12.1.2. AS such, the **Constitutional Protections and the Substantive Rights** belonging to Plaintiff Knight have been and will continue to be violated by the Suretyship until enjoined otherwise by the Court.

- 12.1.3. **Frauds and Frauds Upon the Federal Courts**, without this State Court to punish such wrongful and injurious behavior perpetrated against the Public Trust, otherwise expected as a *private laws protection* of Plaintiff Knight.
- 12.2. The duty of a bond agent mismanaged;
- 12.2.1.1. The Suretyship, with Paul R. Rahn and via partnership, gained an unfair **dealings advantage and suffered an unjust enrichment**; and
- 12.2.1.2. The Suretyship, in efforts to suffer an **unjust enrichment**, have violated the Plaintiff Knight's **Substantive Protections at Laws**; and
- 12.2.1.2.1. **Equal Protections of the Laws: Race Discrimination**
- 12.3. **Color of Law §1983(5): Withholding Material Facts damaging Plaintiff Knight;**
13. **Suretyship's Collusion to obstruct a lawful process of laws:**
- 13.1. The Plaintiff restates the Complaint at paragraphs 1 - 12.3 above; and
14. **Suretyship's Civil Conspiracy:**
- 14.1. The Plaintiff restates the Complaint at paragraphs 1 - 13.1. above; and
15. **Misconduct and Abuse by a Fiduciary:**
- 15.1. The Plaintiff restates the Complaint at paragraphs 1 - 14.1 above; and
16. **Fraud(s) upon persons, the Public Trust and the Federal & State Court System(s):**
- 16.1. The Plaintiff restates the Complaint at paragraphs 1 - 15.1 above; and
17. **Deprivation of Inalienable Rights:**
- 17.1. The Plaintiff restates the Complaint at paragraphs 1 - 16.1 above; and

PRAYER for RELIEF

18. The Plaintiffs PRAY for an Injunction against the Suretyship; and
19. The Plaintiffs PRAY for Damages for the malicious and intentional damages and harmful injuries to Plaintiff Knight caused by the Suretyship; and
- 19.1. For an AWARD of Actual Damages in an amount to be to be determined; and
- 19.2. For an AWARD of Compensatory Damages in an amount to be determined; and
- 19.3. For an AWARD of Treble Damages in an amount to be determined; and
- 19.4. For an AWARD of Punitive Damages in the best interest of justice and 8a Program social and economically disadvantaged individual's participation; in an amount to be determined; and
20. A full and complete ORDER for a RECISSION of the Plaintiff's bond contract capability and lost potential revenue, and

21. For any further RELIEF that this Honorable Court deems just, fair, necessary and proper otherwise afforded by Laws that Plaintiff Knight and as Citizens of South Carolina expect.

JURY TRIAL DEMAND IS ENTERED.

August 6, 2013

BY: Bobby Knight

Bobby Knight

3940 Hottinger Avenue

North Charleston, SC 29405

(843) 735-0814