

**THE STATE OF SOUTH CAROLINA**  
**In the Court of Appeals**

**APPEAL FROM AIKEN COUNTY**  
**Court of Common Pleas**

---

Robert A. Smoak, Jr., Circuit Court Judge

---

Case No. 2008-CP-02-02090

Blue Star Rental & Sales, Inc.,

Appellant,

v.

Ridge Environmental, LLC,

Respondent.

**RECORD ON APPEAL**

---

Tucker S. Player  
PLAYER LAW FIRM, LLC  
1415 Broad River Road  
Columbia, South Carolina 29210

*Attorneys for Appellant*  
*Blue Star Rental & Sales, Inc.*

**INDEX**

Order of April 21, 2011 ..... 2  
Addendum to Order of April 21, 2011 ..... 6  
Summons ..... 7  
Complaint ..... 8  
Answer of Ridge Environmental ..... 17

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )

IN THE COURT OF COMMON PLEAS

Blue Star Rental & Sales, Inc. )

CASE NO.: 08-CP-02-02090

Plaintiff, )

vs. )

ORDER

Ridge Environmental, LLC )

FILED 21 April 2011

Defendant. )

Liz Hodard  
C.C.P. & G.S.

12:00 PM Angel Miles am  
Deputy Clerk

This action involves damages allegedly suffered by the plaintiff in connection with the lease of a piece of heavy equipment by the plaintiff to the defendant. Initially, there was a second defendant in this action, an insurance brokerage firm, but this defendant successfully interposed a motion for summary judgment and was dismissed from the case.

The matter is complex and required more than a full day of trial. Almost one hundred exhibits were offered into evidence, together with testimony from several witnesses. Detailed post-trial briefs were submitted to the court by the remaining parties. Largely because the positions of the respective parties were summarized in the post-trial briefs, the court did not have occasion to review the initial pleadings until well along in the deliberation process. Upon reviewing them, the court discovered for the first time that the summons and complaint in this case were executed by Randall Chafin, an officer of the plaintiff who is not a licensed South Carolina attorney. Answers to the complaint were served by both (then) defendants upon Mr. Chafin. This action was commenced by the filing of the summons and complaint on December 19, 2008. The first time any appearance by qualified counsel for the plaintiff in this case appears of record is a notice from the South Carolina Supreme Court dated November 24, 2009, that Randy Edwards (a member of the Georgia Bar) had applied for admission pro hac vice in this case. From that point

#1  
MST

on, Mr. Edwards (and associated South Carolina counsel, Tucker S. Player) appear as counsel of record for the plaintiff herein.

The record contains no indication that any attempt to cure the improper commencement of this case without qualified counsel has been made other than the subsequent (eleven months into the proceeding) employment of counsel. By fax communication to all attorneys of record dated April 5, 2011, this court inquired as to whether any efforts to that end might have occurred which do not appear of record. Mr. Edwards responded that he was not aware of any. In his fax communication dated April 8, 2011, Mr. Edwards went on to state that, in his opinion "...the commencement of an action on behalf of a corporation by an individual not licensed as an attorney in South Carolina"... is harmless and a collateral matter..." which should not have any effect on the case. In support of his position, Mr. Edwards cites the South Carolina Court of Appeals case of The Roof Doctor v. Birchwood Holdings, Ltd., 366 S.C. 637, 622 S.E. 2d 746 (2005) and cases referenced therein. He further stated that "(t)he Court of Appeals noted that the South Carolina Supreme Court has not addressed the appropriate remedy in cases where a corporation is represented by a non lawyer." What the Court of Appeals actually said was "(w)e conclude our Supreme Court has not yet addressed the issue of a remedy in the circumstances present in this case." The actual issue in The Roof Doctor case concerned whether a magistrate erred in permitting a non-lawyer to represent the defendant corporation in the magistrate's court in the absence of a written authorization from an appropriate officer of the corporation. Unlike in circuit court proceedings, our Supreme Court now permits business entities to be represented by non lawyers in civil magistrate court proceedings. In re Unauthorized Practice of Law, 309 S.C. 304, 422 S.E. 2d 123 (1992).

F2  
mof

As to the precise issue herein, the Supreme Court did in fact file an opinion in the case of Renaissance Enterprises, Inc. v. Summit Teleservices, Inc. 334 S.C. 649; 515 S.E. 2d 257 (1999) in which it conclusively held that a non-lawyer may not represent a corporation in circuit or appellate courts. In that case, the court remanded the case "...to the Court of Appeals for further proceedings consistent with this opinion..." The court did not elaborate as to what proceedings it had in mind, nor did it say what the exact ramifications of improper representation by a non-lawyer should be such a case. However, in the later case of Sharon Brown, Administratrix of the Estate of Ronnie Lee Brown v. Suzanne E. Coe (2005), the court addressed the issue in detail. The case before the court at that time involved the representation of an estate by a non-lawyer personal representative in the appellate courts of this state, which the court held constituted the unauthorized practice of law. After finding that it had not ever specifically addressed this issue, the court discussed decisions from other jurisdictions, some of which held that actions brought under such circumstances constituted nullities and could not be salvaged. The court declined to make the same ruling in the case before it based upon two extenuating circumstances. First, there was no previous case addressing the exact issue and, second, it appeared that the appellant had represented the estate "...in three previous appellate proceedings, leading her to believe that such was acceptable." Accordingly, the court granted leave to the appellant to employ counsel within a reasonable time. In its decision, the court discussed instances of unauthorized practice of law separate and apart from the one before it in that case, including revisiting the Renaissance Enterprises, case. As to that case, the court stated (as noted above) that it had remanded the case to the Court of Appeals for "...further proceedings consistent with its opinion, which presumably included retaining counsel to represent the corporation." One must recall that when it handed down the Renaissance Enterprises decision, the Supreme Court held that "...(w)e have never ruled

on the issue whether a non-lawyer can represent a corporation in circuit or appellate courts. We now hold a non-lawyer cannot represent a corporation in circuit or appellate courts." In other words the court found that the lack of a ruling by it on the precise issue constituted extenuating circumstances which warranted allowing the corporate petitioner time to employ legal counsel.

No such extenuating circumstances exist in the present case. The Renaissance Enterprises case absolutely prohibits a lay person from commencing and prosecuting an action in this court and this court cannot discern from the authorities cited above any leeway to declare that the plaintiff cured the defect by employing counsel eleven months into the proceeding, absent guidance from a higher court. A rule of law may not be abrogated by consent or waiver, much less by acquiescence. This court cannot ignore the rule. To summarily dismiss this action seems unduly harsh, particularly in view of the fact that any applicable statute of limitation has probably elapsed by this time, but our appellate courts, in recently addressing the unauthorized practice of law by non-lawyers handling real estate closings, have imposed similarly harsh penalties. Accordingly, this court must find that this case be dismissed.

AND IT IS SO ORDERED.

April 21,  
Aiken, South Carolina

2011.



Robert A. Smoak, Jr.  
Master-in-Equity

F4  
M.D.

ADDENDUM TO ORDER

As stated hereinabove, the undersigned sent a fax communication to all attorneys of record under date of April 5, 2011 inquiring whether any proceedings concerning efforts to cure the unauthorized practice of law issue might have occurred, but which did not appear in the record of this case. In the communication the undersigned requested that any responses be made within ten days. As noted, the court received a response from Mr. Edwards by fax on April 8, 2011. The court did not receive a response from Mr. Griffith until April 19, 2011. By the time the court received Mr. Griffith's communication, the court had already drafted the above order and was in the process of proof-reading it. Accordingly, Mr. Griffith's response did not affect this court's decision in any way. Competent authority cited therein was already incorporated into the draft order. The unpublished opinion cited therein had no bearing on the court's decision. The undersigned was thoroughly familiar with the unpublished opinion (having been the trial judge in the underlying case) but did not cite it in the order because it lacked precedential value.

April 21, 2011.  
Aiken, South Carolina



Robert A. Smoak, Jr.  
Master-in-Equity

FILED 21 April 2011  
Liz Hodard  
C.C.P. & G.S.  
12:00 pm Angel Miles Am  
Deputy Clerk

#5  
rmd

**THE STATE OF SOUTH CAROLINA  
In the Court of Appeals**

**APPEAL FROM AIKEN COUNTY  
Court of Common Pleas**

---

Robert A. Smoak, Jr., Circuit Court Judge

---

Case No. 2008-CP-02-02090

---

Ridge Environmental, LLC,.....Respondent,

v.

Blue Star Rental & Sales, Inc., .....Appellant.

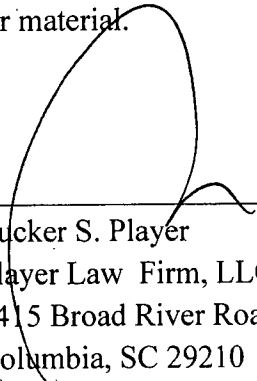
---

**CERTIFICATION OF COUNSEL**

---

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

This 9<sup>th</sup> day of August 2013



---

Tucker S. Player  
Player Law Firm, LLC  
1415 Broad River Road  
Columbia, SC 29210  
803-772-8008  
Attorney for Appellant

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF AIKEN )  
)  
Blue Star Rental & Sales, Inc. )  
)  
)  
vs. )  
)  
Ridge Environmental, LLC, )  
and United Truckers Services, Inc. )  
)  
Defendants. )

IN THE COURT OF COMMON PLEAS  
SECOND JUDICIAL CIRCUIT

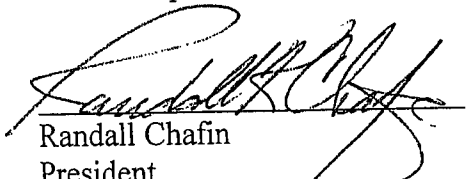
2008 CP. 02. 2090

SUMMONS

COPY  
ORIGINAL FILED  
DEC 19 2008 310  
AIKEN COUNTY  
CLERK OF COURT

To the above-named Defendant(s):

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscriber at their office at 1007 Belvedere-Clearwater Road, North Augusta, South Carolina, 29841, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, Plaintiff in this action will apply to the Court for the said relief demanded in the Complaint.

  
Randall Chafin  
President  
Blue Star Rental & Sales, Inc.  
1007 Belvedere-Clearwater Road  
North Augusta, SC 29841  
(803) 593-5151

This 19<sup>th</sup> day of December, 2008  
Columbia, SC

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF AIKEN )  
 )  
 )  
 Blue Star Rental & Sales, Inc. )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Ridge Environmental, LLC, )  
 and United Trucker's Services, Inc. )  
 )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 SECOND JUDICIAL CIRCUIT

C/A No. 08-CP-02- 2090

**COMPLAINT**  
 (JURY TRIAL DEMANDED)

COPY  
 ORIGINAL FILED  
 DEC 19 2008 *3/B*  
 AIKEN COUNTY  
 CLERK OF COURT

**COMPLAINT FOR DAMAGES**

COMES NOW Plaintiff, Blue Star Rental & Sales, Inc. ("Blue Star") and makes and files this its Complaint against Defendants Ridge Environmental, LLC ("Ridge") and United Trucker's Services, Inc. ("United Truckers") respectfully alleges and would show unto this honorable Court as follows:

**PARTIES, JURISDICTION AND VENUE**

1. That Plaintiff Blue Star is a corporation organized and existing under the laws of the State of South Carolina, and maintains an office in the County of Aiken.
2. That Defendant Ridge is foreign corporation registered to conduct business under the laws of the State of South Carolina with its registered agent being Mark Vaughn located at 5800 Augusta Highway, in the City of Martin 29836, in the County of Allendale, State of South Carolina and at the time of the cause of action maintained a business location in Aiken County.
3. That Defendant United Truckers is foreign corporation registered to conduct

business under the laws of the State of South Carolina with its registered agent being Anthony L. Keenan located at 229 Amesbury Pointe, in the City of Florence 29501, in the County of Florence, State of South Carolina.

4. That venue and jurisdiction are proper in this Court.

**FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

5. On or about July 12, 2005, Plaintiff and Defendant Ridge entered into a rental agreement ("Agreement") whereby Defendant Ridge agreed to rent from Plaintiff one Terex TXC-225 Excavator ("Equipment") which was in new condition.

6. Pursuant to the terms and conditions of the Agreement, Defendant Ridge was required to maintain and carry adequate physical damage insurance for the full replacement costs of the Equipment to cover any damage during the entire rental period and to provide a certificate of insurance clearly setting forth the coverage for the Equipment and naming Blue Star as loss payee and additional insured. Furthermore, Defendant Ridge was required to be responsible for all rental at the regular rate until all repairs have been completed and Plaintiff Blue Star was under no obligation to commence repair work until Defendant Ridge has paid to Plaintiff Blue Star the estimated cost therefore.

7. On July 12, 2005, and before Plaintiff Blue Star would allow the Equipment to leave the premises, a copy of said certificate was provided by Defendant United Truckers and numerous updated certificates were provided by Defendant United Truckers and relied upon by Plaintiff Blue Star over the subsequent months as Defendant Ridge extended the rental period of the Equipment.

8. On or about December 20, 2005, Defendant Ridge was declared to be in default

under the terms of the Agreement due to non-payment and the Equipment had to be recovered by Plaintiff Blue Star-at Blue Star's out of pocket expense of \$185.00.

9. On or about December 23, 2005 the Equipment was recovered by Plaintiff Blue Star and at the time of pickup was in a state of disrepair resulting in a notice being given to Defendant Ridge who promised to perform the necessary repairs.

10. Defendant Ridge materially damaged the Equipment as a direct result of his reckless, willful, and wanton conduct. This material damage rendered the Equipment unfit to rent for the foreseeable future requiring expensive and extensive repairs.

11. On or about December 27, 2005, Defendant Ridge sent a letter to Plaintiff Blue Star refusing to pay all charges due and indicating that he was notifying the insurance company not to allow any repairs at that time.

12. On or about January 18, 2006, Plaintiff Blue Star sent by certified mail a notice of claim regarding the damages to the Equipment to the insurance company and to the Defendant United Truckers with said physical damages estimated to be \$22,837.08.

13. On or about January 25, 2006 the Plaintiff Blue Star received a phone call from Ms. Jane Eaton, Sr. Claims Adjuster for the insurance company who informed the Plaintiff Blue Star that Defendant United Truckers did not have the authority to bind, certify or otherwise represent coverage under the policy used to insure this Equipment and further that Blue Star was not listed as additional insured, therefore no claim would be accepted by Blue Star.

14. On or about January 25, 2006, during a phone conversation with Lynn, Office Manager for Defendant United Truckers, she stated that Plaintiff Blue Star may not file a claim under the policy and must look to Defendant Ridge to file a claim. She further stated that everyone

was forbidden by the Owner, Anthony Keenan to have any further involvement with the Ridge account and then hung up the phone abruptly.

15. On or about March 17, 2006 and after numerous attempts by the Plaintiff Blue Star, the Plaintiff received a letter from the insurance company indicating that a loss was being presented for consideration of coverage.

16. On or about May 5, 2006, Plaintiff Blue Star received another letter from the insurance company indicating that they determined the physical damages to be \$21,369.56 less 4 separate occurrences and four deductibles at \$1,000.00 each for a total shortpay in the amount of \$4,000.00 resulting in a payment of \$17,369.56.

17. On or about June 14, 2006, Plaintiff received the partial payment for physical damages from the insurance company in the amount of \$17,369.56, but said check was made out jointly to the Plaintiff Blue Star and the Defendant Ridge who refused to co-endorse the check.

18. Plaintiff made repeated requests for Defendant Ridge to cooperate by endorsing the check and paying the other \$4,000.00 in physical damages so repair work could be performed as well as payment for the rental charges pursuant to the Agreement, yet the Defendant Ridge refused to cooperate or to remit any payment until July 13, 2006 when Defendant did finally sign the check, but only paid \$1,000.00 toward the balance of the deductibles. This outstanding balance for physical; damages as well as additional rental charges due pursuant to the Agreement remains due to this date.

19. Plaintiff Blue Star attempted on numerous occasions to resolve this dispute with Defendant Ridge per Article 18 of the Agreement. Said Defendant has willfully and wantonly failed to respond to Plaintiff's reasonable offers to resolve said dispute.

**FOR A FIRST CAUSE OF ACTION  
(Breach of Contract as to Defendant Ridge)**

20. Plaintiff realleges each and every allegation set forth in the preceding paragraphs of this complaint as if set forth herein verbatim.

21. Plaintiff performed all of its obligations pursuant to the Agreement.

22. The actions of Defendant Ridge constitute a breach of contract. Said Defendant has refused to remit payment for all the charges due under the terms of the Agreement..

23. Defendant Ridge breached his duty of good faith and fair dealing inherent in the Agreement.

24. As an actual, direct and proximate result of Defendant Ridge's breach of contract, Plaintiff suffered and continues to suffer actual, consequential, and incidental damages.

**FOR A SECOND CAUSE OF ACTION  
(Lost Profits as to Defendant Ridge)**

25. Plaintiff realleges each and every allegation set forth in the preceding paragraphs of this complaint as if set forth herein verbatim.

26. As an actual, direct, and proximate cause of Defendant Ridge's willful, wanton, and reckless actions, Plaintiff was unable to use the Equipment. Plaintiff's equipment was rendered unfit to put forth into the stream of commerce for lease and had to be sold at auction prices for a loss to the Plaintiff.

27. At the time the Agreement was formed, it was within the contemplation of both parties that any loss or damage to Plaintiff's equipment would result in pecuniary damage to Plaintiff. A loss of profits was reasonably foreseeable by using Plaintiff's equipment and returning equipment in a manner unfit for its intended use and in a manner expressly forbidden in writing under the terms of the Agreement.

28. As an actual, direct, and proximate result of the damage to Plaintiff's equipment,

Plaintiff was unable to rent said equipment. Consequently, Plaintiff has suffered and continues to suffer actual, consequential, and incidental damages as a result of this loss.

**FOR A THIRD CAUSE OF ACTION  
(Negligence/Reckless Conduct as to Defendant Ridge)**

29. Plaintiff realleges each and every allegation set forth in the preceding paragraphs of this complaint as if set forth herein verbatim.

30. Defendant Ridge had a duty to operate Plaintiff's Equipment in a manner that a reasonably prudent lessee would operate in the same or like circumstance.

31. Defendant Ridge breached his duty of care to Plaintiff by operating Plaintiff's equipment in a manner unfit for its intended purpose and in a manner expressly forbidden in writing within the terms of the Agreement.

32. As an actual, direct, and proximate cause of Defendant Ridge's willful and wanton actions, Plaintiff has suffered and will continue to suffer actual, consequential, and incidental damages.

**FOR A FOURTH CAUSE OF ACTION  
(Fraud as to Defendant United Truckers)**

33. Plaintiff realleges each and every allegation set forth in the preceding paragraphs of this complaint as if set forth herein verbatim.

34. Defendant United Truckers provided false and/or misleading official documents repeatedly on numerous occasions to Plaintiff Blue Star representing that Plaintiff Blue Star would have the insurance coverage for its equipment under the Agreement and that the Plaintiff would be able to file a claim directly with the insurance company if necessary, yet the Defendant United Truckers made such representations knowing that they did not possess the authority to do so and in violation with the Code of Law of South Carolina Code (1976) § 38-57-30.

35. Based on the written representations of Defendant United Truckers, Plaintiff Blue Star believed that Blue Star would be covered and protected by any loss and able to file a claim in any such event without any delays in payment without which a loss of profits was reasonably foreseeable.

36. The representations by Defendant United Truckers were false.

37. At all times during the rental period and the filing of the claim, Defendant United Truckers never possessed the authority to represent the insurance company upon which Plaintiff Blue Star relied.

38. The representations made by Defendant United Truckers were material to Plaintiff Blue Star who reasonably relied on said representations to their detriment.

39. The expenses and damages incurred by Plaintiff Blue Star have depleted Blue Star's working capital and has jeopardized Blue Star's ability to make future purchases.

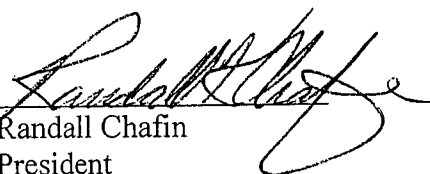
WHEREFORE, Plaintiff prays that it have and recover compensatory damages from Defendant United Truckers to compensate it for the decrease in working capital, lost profits, and damaged good will as determined by the enlightened conscience of a jury based upon the fraudulent representations which were relied upon by the Plaintiff. Plaintiff further prays that it have and recover punitive damages against Defendant United Truckers in an amount sufficient to punish and deter United Truckers from performing similar false representations in the future.

WHEREFORE, Plaintiff as follows:

- A. That both Defendants Ridge and United Truckers be served with Summons and a copy of this Complaint;

- B. That Plaintiff Blue Star be awarded actual, consequential, and incidental damages in an amount to be determined by the enlightened conscience of a jury.
- C. That Plaintiff Blue Star be awarded all compensatory damages in an amount to be determined by the enlightened conscience of a jury.
- D. That Plaintiff Blue Star be awarded all punitive damages in an amount to be determined by the enlightened conscience of a jury based upon the willful actions of United Truckers in reckless disregard of the rights of Blue Star.
- E. That Plaintiff be granted such other and further relief as is just and proper.

Respectfully Submitted,



Randall Chafin  
President  
Blue Star Rental & Sales, Inc.  
1007 Belvedere-Clearwater Road  
North Augusta, SC 29841  
(803) 593-5151

This 19<sup>th</sup> day of December, 2008

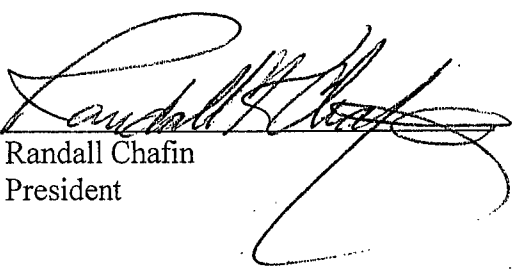
2008 CP. 02. 2090

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )


VERIFICATION

Personally appeared before me, the undersigned Officer of Blue Star Rental & Sales, Inc., who being duly sworn, does hereby certify that he has read the foregoing Complaint and the matters and things therein alleged are true and correct of his own knowledge, except those matters and things on information and belief and as to those he believes them to be true.

Blue Star Rental & Sales, Inc.

  
Randall Chafin  
President

SWORN TO BEFORE me this  
19 day of Dec., 2008

  
Notary Public for South Carolina  
My commission expires: ~~My Commission Expires~~ March 1, 2009

COPY  
ORIGINAL FILED  
DEC 19 2008 350  
AIKEN COUNTY  
CLERK OF COURT

STATE OF SOUTH CAROLINA :

IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN :

CASE NO.: 08-CP-02-2090

Blue Star Rental & Sales, Inc., :

PLAINTIFF, :

VS. :

ANSWER OF RIDGE ENVIRONMENTAL, LLC

5.13.09

Ridge Environmental, LLC, and  
United Truckers Services, Inc. :

DEFENDANT. :

*Liz Hedard*  
C.C.P. & G.S.  
*Arita Knoepfle*  
Deputy Clerk

Now comes the defendant, Ridge Environmental, LLC answering the complaint herein alleges that:

FOR A FIRST DEFENSE

1. Each and every allegation not hereinafter specifically admitted, qualified or explained, is denied and strict proof demanded thereof.
2. This defendant would admit the allegations of paragraph one of the complaint.
3. This defendant would deny the allegations of paragraph two of the complaint as to the location of its office. This defendant's office is located in Richmond County, Georgia.
4. This defendant does not have sufficient information to admit or deny the allegations of paragraph three and would therefore deny the allegations.
5. This defendant would deny the allegations of paragraph four of the complaint.
6. This defendant would admit that an agreement was signed but deny the description of the equipment listed in paragraph five.

7. This defendant would deny the allegations of paragraph six to the extent that there are any allegations of improper activity by this defendant. This defendant would deny that it breached any portion of the agreements and to any legal conclusions stated in paragraph six.

8. This defendant does not have sufficient information to admit or deny the allegations of paragraph seven and would therefore deny the allegations.

9. This defendant would deny the allegations of paragraph eight.

10. This defendant would admit that the plaintiff wrongfully removed the equipment in 2005 but would deny the remaining allegations of paragraph nine.

11. This defendant would deny the allegations of paragraph ten.

12. This defendant would admit the allegations of paragraph eleven to the extent that this defendant disagreed with the claims of the plaintiff and the amount of damages that the plaintiff was claiming. All remaining allegations are denied.

13. This defendant does not have sufficient information to admit or deny the allegations of paragraph twelve, thirteen, fourteen, fifteen and sixteen and would therefore deny the allegations.

14. This defendant would deny the allegations of paragraph 17 except to state that it believes that the plaintiff has been paid in excess of the damages that were claimed by the plaintiff and would further admit to the amount stated that was paid to the plaintiff in paragraph seventeen. Any allegations inconsistent with those facts are denied.

15. The defendant would deny the allegations in paragraph eighteen and in particular would deny that it performed any improper actions towards the plaintiff in

regards to the use of the equipment or in regards to any payments that the plaintiff claims that it is owed.

16. This defendant would deny the allegations of paragraph nineteen.

**AS TO THE FIRST CAUSE OF ACTION**

17. In response to paragraph twenty, this defendant restates its responses as alleged in paragraphs one through sixteen as if fully restated herein.

18. This defendant would deny the allegations of paragraphs twenty-one, twenty-two, twenty-three and twenty-four of the complaint.

**AS TO THE SECOND CAUSE OF ACTION**

19. In response to paragraph twenty-five, this defendant restates its responses as alleged in paragraphs one through eighteen as if fully restated herein.

20. This defendant would deny the allegations of paragraphs twenty-six, twenty-seven and twenty-eight of the complaint.

**AS TO THE THIRD CAUSE OF ACTION**

21. In response to paragraph twenty-nine, this defendant restates its responses as alleged in paragraphs one through twenty as if fully restated herein.

22. In response to paragraph thirty, the defendant would allege that it did operate the plaintiff's equipment in a reasonable manner. Any allegations inconsistent with that response are denied.

23. The defendant would deny the allegations of paragraphs thirty-one and thirty-two of the complaint.

**AS TO THE FOURTH CAUSE OF ACTION**

24. In response to paragraph thirty-three, this defendant restates its responses as alleged in paragraphs one through twenty-three as if fully restated herein.

25. This defendant does not have sufficient information to admit or deny the allegations as alleged in paragraphs thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight and thirty-nine and therefore would deny the same.

**AS A SECOND DEFENSE**

26. This defendant restates its responses as alleged in paragraphs one through twenty-five as if fully restated herein.

27. The plaintiff's complaint fails to state a claim in regards to this defendant for negligence or reckless conduct, punitive damages, breach of contract or a proper claim for loss of profits upon which relief can be granted.

**AS A THIRD DEFENSE**

28. This defendant restates its responses as alleged in paragraphs one through twenty-seven as if fully restated herein.

29. The defendant, Ridge Environmental, LLC is not subject to the personal jurisdiction of this court.

**AS A FOURTH DEFENSE**

30. This defendant restates its responses as alleged in paragraphs one through twenty-nine as if fully restated herein.

31. Venue is improper in this court.

**AS A FIFTH DEFENSE**

32. This defendant restates its responses as alleged in paragraphs one through thirty-one as if fully restated herein.

33. This defendant asserts the affirmative defense of payment for any losses claimed by the plaintiff and acceptance by the plaintiff of those payments in full.

**AS A SIXTH DEFENSE**

34. This defendant restates its responses as alleged in paragraphs one through thirty-three as if fully restated herein.

35. The plaintiff failed to mitigate its damages by keeping the machinery in proper working order and making any necessary repairs to continuing using the equipment.

36. Therefore, the plaintiff's claims on any lost profit should be dismissed.

**AS A SEVENTH DEFENSE**

37. This defendant restates its responses as alleged in paragraphs one through thirty-six as if fully restated herein.

38. Any damages of the plaintiff were due to and caused by and were the direct and proximate result of the contributory negligence, recklessness, willfulness, wantonness, and gross negligence of the plaintiff, combining and concurring with the negligence and recklessness of this defendant, which negligence and recklessness this defendant specifically denies and without which contributory fault on the part of the plaintiff, his alleged injuries and damages, if any, would not have occurred, the plaintiff being at fault in any one or more of the following particulars, to wit:

a. Failing to properly inspect the equipment for allowing the rental of the item;

b. In failing to properly inspect the equipment when it was returned and then attempting to claim damage that was not an issue when the defendant returned the equipment;

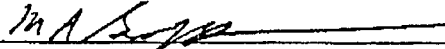
c. In claiming that this defendant was responsible for paying for repairs to the equipment in an amount that was excessive;

d. In such other and further particular as the evidence at trial may show.

All of which acts or omissions on the part of the plaintiff were a direct and proximate cause of any injuries or damages alleged to have been sustained by the plaintiff, thereby having the affect of either barring the plaintiff from recovery or reducing the amount of any judgment to be received by the plaintiff in accordance with the comparative law doctrine in South Carolina, subject to the prior defenses challenging the personal jurisdiction and venue of this matter.

WHEREFORE, this defendant, having fully answered the complaint of the plaintiff, prays that the same be dismissed with costs.

BUSBEE, HUNTER & GRIFFITH

By:   
M. Anderson Griffith  
P.O. Drawer 2009  
Aiken, SC 29802-2009  
(803) 648-3255  
SC Bar # 011909  
Attorney for Defendant, Ridge  
Environmental, LLC

Date: 5/11/09  
Aiken, SC

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM AIKEN COUNTY  
Court of Common Pleas

---

Robert A. Smoak, Jr., Circuit Court Judge

---

Case No. 2008-CP-02-02090

---

Ridge Environmental, LLC, ..... Respondent,

v.

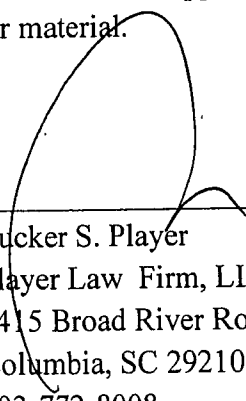
Blue Star Rental & Sales, Inc., ..... Appellant.

---

CERTIFICATION OF COUNSEL

---

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



---

Tucker S. Player  
Player Law Firm, LLC  
1415 Broad River Road  
Columbia, SC 29210  
803-772-8008  
Attorney for Appellant

This 9<sup>th</sup> day of August 2013