

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Frank R. Addy, Jr., Circuit Judge

Case No. 2013-CP-10-4560

Court of Appeals No. 2013-002785

Norman Robert Knight,

Appellant,

v.

Companion Property and Casualty Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with Paul R. Rahn, as an individual
& Partner,

Respondents.

RESPONDENTS' MOTION TO DISMISS

Norman Robert Knight
3940 Hottinger Avenue
North Charleston, SC 29405
(843) 735-0814
Pro Se Appellant

Robertson Hollingsworth & Flynn
Theodore L. Manos
177 Meeting Street, Suite 300
Charleston, SC 29401
(843) 723-6470
Attorney for Respondents

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COME NOW Respondents and submit this Motion to Dismiss the appeal pursuant to Rule 240, SCACR. Respondents would show that this Court lacks subject matter jurisdiction because Appellant failed to serve his Notice of Appeal within 30 days after written receipt of the Order denying Appellant's first Motion to Reconsider.

I. FACTUAL AND PROCEDURAL BACKGROUND

Petitioner Norman Robert Knight ("Knight") is the principal member of a contracting company sued under the Miller Act for failure to pay one of its subcontractors. Respondents are the defendant surety company that issued the bond and its counsel. Knight filed this action *pro se* on August 5, 2013. He alleges, *inter alia*, that Respondents acted in bad faith by attempting to settle the bond claim during a recess in his deposition. A copy of the Complaint is attached as Exhibit A.

On August 30, 2013, Respondents filed a Motion to Dismiss on the grounds that Knight, as an individual, did not have standing to maintain the suit, that *res judicata* barred this action, and because South Carolina law does not permit a principal to sue his surety for bad faith. Masterclean, Inc. v. Star Ins. Co., 347 S.C. 405, 556 S.E.2d 371 (2001). A copy of the Motion to Dismiss is attached as Exhibit B.

Following a hearing on October 16, 2013, the trial court granted Respondents' Motion to Dismiss on all three grounds and issued a Form 4 Order of Dismissal dated October 18, 2013. A copy of the Form 4 Order is attached as Exhibit C. On October 23, 2013, the Court signed a formal Order submitted by counsel (the "Submitted Order") restating the grounds indicated in the Form 4 Order. A copy of the Submitted Order is attached as Exhibit D.

On October 28, 2013, Knight filed a Motion to Reconsider or Amend (“First Motion to Reconsider”). In his Motion, Knight acknowledged receipt of the Form 4 Order of Dismissal on October 25, 2013. A copy of the First Motion to Reconsider is attached as Exhibit E. The trial court denied Knight’s First Motion to Reconsider in a written Order dated November 13, 2013. A copy of the Order is attached as Exhibit F. On November 26, 2013, Knight filed another motion to reconsider (“Second Motion to Reconsider”). A copy of the motion is attached as Exhibit G. The trial court denied Knight’s Second Motion to Reconsider in a written order dated December 2, 2013. A copy of the order is attached as Exhibit H.

Knight served his notice of appeal on December 27, 2013 and contested the trial court’s denial of his Second Motion to Reconsider. A copy of the notice of appeal is attached as Exhibit I.

III. ARGUMENT AND AUTHORITIES

1. This Court lacks subject-matter jurisdiction because Knight failed to serve his Notice of Appeal within 30 days of receiving written notice of the Order Denying the First Motion to Reconsider.

Rule 203(b)(1), SCACR, requires that a notice of appeal be served on all respondents within thirty days after receipt of written notice of entry of the order or judgment. However, when a timely motion to alter or amend the judgment has been made under Rule 52 or 59, the time for appeal for all parties is stayed and runs from receipt of written notice of entry of the order granting or denying such motion. Rule 203(b)(1), SCACR; see also Coward Hund Const. Co., Inc. v. Ball Corp., 336 S.C. 1, 518 S.E.2d 56 (Ct.App.1999). "Service of the notice of intent to appeal is a jurisdictional requirement, and the Court has no authority

to extend or expand the time in which the notice of intent to appeal must be served." Conner v. City of Forest Acres, 348 S.C. 454, 461, 560 S.E.2d 606, 609 (2002) (citing Mears v. Mears, 287 S.C. 168, 337 S.E.2d 206 (1985)).

In this case, Knight received the Form 4 Order denying his First Motion to Reconsider on November 21, 2013. Exhibit F at 2; Exhibit G at 1. As such, the latest he could serve his Notice of Appeal would be 30 days later, on December 21, 2013. Knight did not mail his Notice of Appeal until December 27, 2013 and said Appeal was not received by Respondents or the trial court until December 30, 2013. Exhibit I. Because Knight failed to serve notice of intent to appeal within thirty days of November 21, 2013, this Court lacks subject matter jurisdiction and the appeal should be dismissed.

II. Knight's Second Motion to Reconsider did not toll the time for filing and service of his Notice of Appeal.

An appeal may be barred due to untimely service of the notice of appeal when a party--instead of serving a notice of appeal--files a successive Rule 59(e) motion, where the trial judge's ruling on the first Rule 59(e) motion does not result in a substantial alteration of the original judgment. Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 602 S.E.2d 772 (2004).

We conclude Coward Hund correctly stated and applied the prevailing view among federal courts that a second Rule 59(e) motion which raises the same issues and arguments made in a previous Rule 59(e) motion does not toll the time to appeal. However, if the disposition of the first motion results in a judgment which is substantively altered, a subsequent motion will again postpone the appeal period.

Id. at 19 (internal citations omitted). In his First Motion to Reconsider, Knight apparently argued that he had standing to bring suit because he was the sole member of

Construction Group, LLC and as such he was one and the same as the corporate entity and should therefore be able to file suit as an individual rather than as the corporation.

On November 13, 2013, the trial court filed an Order denying Knight's First Motion to Reconsider, finding "no reason to alter or amend its prior order. Accordingly, the order of October 16, 2013 stands." Exhibit F at 1.

Here, as in Coward Hund, the trial court did not alter the original judgment, and therefore the original Order of Dismissal was confirmed on November 13, 2013 and received by Knight on November 21, 2013. Knight's Second Motion to Reconsider of November 26, 2013 did not challenge a new ruling, but rather continued to argue that Knight had standing to bring the case individually. Even if Knight made a new argument in his Second Motion to Reconsider, it would not have tolled the time in which to serve his Notice of Appeal. Under Elam, the key inquiry is whether the trial court "substantively altered" the judgment as a result of the First Motion to Reconsider. Because the Order denying the First Motion to Reconsider did not substantively alter the original judgment, the time for Knight to serve his notice of appeal was not tolled while he prepared his Second Motion to Reconsider and awaited the court's response. Thus, Knight's deadline to serve the Notice of Appeal was December 21, 2013 – 30 days after he received the denial of his first motion to reconsider, and his failure to timely serve the Notice of Appeal deprives this Court of jurisdiction.

IV. CONCLUSION

This Court should dismiss Knight's appeal because it lacks subject matter jurisdiction based upon Knight's failure to serve the Notice of Appeal within 30 days after receiving written notice of the trial court's Order Denying Knight's First Motion to Reconsider.

WHEREFORE, Respondents respectfully request that this Court dismiss Knight's appeal as untimely filed.

ROBERTSON HOLLINGSWORTH & FLYNN

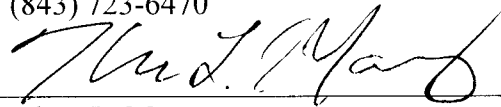
Wells Fargo Center

177 Meeting St., Suite 300

Charleston, South Carolina 29401

Phone: (843) 723-6470

By: _____



Theodore L. Manos


Attorneys for the Respondents

June 10, 2014
Charleston, South Carolina

Certificate of Service

I, Sarah E. Los, an employee of Robertson Hollingsworth and Flynn, hereby certify that I have served all parties in this action with a copy of the foregoing pleading by mailing a copy of same by U.S. Mail, postage prepaid, on June 10, 2014, and properly addressed as follows:

Norman Robert Knight
3940 Hottinger Avenue
North Charleston, SC 29405



Sarah E. Los

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

Norman Robert "Bobby" Knight)
Plaintiff,)

Case No.: 2013- CP- 10-4560

vs)

Companion Property and Casualty)
Insurance Company of South Carolina)

S U M M O N S

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

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

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.

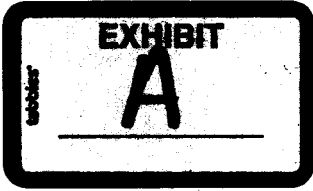
DATED at North Charleston, South Carolina, this 6 day of August 2013.

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



IN THE STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
)	
Norman Robert "Bobby" Knight)	
Plaintiff,	)	Case No.: 2013- CP- <u>10-4560</u>
)	
vs)	
Companion Property and Casualty)	
Insurance Company of South Carolina	)	COMPLAINT
Robertson Hollingsworth & Flynn with	)	and for a
Paul R. Rahn as an individual & Partner;	)	Temporary & Permanent Injunction
Defendants. (Suretyship))	

2013 AUG -5 AM 9:15
 JUDGE J. ARMSTRONG
 CLERK OF COURT

COMES NOW, the Plaintiff Norman Robert "Bobby" Knight, appearing *Pro Se* in the South Carolina Circuit Court of Common Pleas as follows:

JURISDICTION

Court of Common Pleas is the court of general jurisdiction over civil cases originating in North Charleston, Charleston County, South Carolina. SC Code Title 15 and 33, & the SCRCF.

VENUE

Venue is proper for the State of South Carolina in this Court of Common Pleas, Charleston County and in this Ninth Judicial Circuit.

PARTIES

1. Plaintiffs; Norman Robert "Bobby" Knight, hereafter referred to as Plaintiff **Knight**, who is and has been at all times pertinent to this case the sole SBA qualifying party recognized as Individual Native American 8a business owner, a citizen and a lifelong resident of North Charleston, Charleston County, South Carolina.

2. Defendant, Companion Property and Casualty Insurance Company (the Suretyship) Registered Agent Duncan S. McIntosh, 2501 Faraway Drive, Columbia, SC 29223 who are and have been at all times pertinent to this a business operating in Charleston County, South Carolina.
3. Defendant, Robertson Hollingsworth & Flynn LLC, Registered Agent R. Patrick Flynn 177 Meeting Street, Charleston, SC 29401 (a business partnership with Defendant Rahn for the Suretyship); who are and have been at all times pertinent to this case citizens and residents of Charleston County, South Carolina.
4. Defendant, Paul R. Rahn, 177 Meeting Street, Charleston, SC 29401, who is and has been at all times pertinent to this case a Partner and Authorized Agent (for the Suretyship) operating in Charleston County, South Carolina.

STATEMENT OF THE CASE & CAUSES of ACTION

5. Plaintiff Knight appears pro se to tell his personal story for the first time and who now timely brings this civil action for **Dishonest Conduct As Manifestation Of Assent** about a *specialized insurance coverage* as this Plaintiff is ultimately the sole personal guarantor; this lawsuit seeks certain **Specific Damages** to the Plaintiff's rights, person and property by escalating **Breach of a Fiduciary & Duty**; a full and complete **Rescission** about the "*Fidelity Bond*," issued No. 0009723;
 - 1.1. *The phrase, Fidelity Bond, typically refers to "specialized insurance coverage" guaranteed by this Plaintiff as a special disadvantaged person's ability to perform federal contracting; and this entire event began in February 2011 as it is/was a Small Business Administration and US Coast Guard partnership wherein the Plaintiff is the 8a Native American Individual who was to benefit from the contracts-no-compete-assignment continues to this very day; and*
 - 1.2. *Knight, whose individual race and social disadvantage specifically qualified and quantified the contract for the fidelity bonding of the construction project; which latches only due to the Plaintiff's personal repayment signed guarantee as the condition to the "suretyship" which was purchased for over \$10,000 fee; and*
 - 1.3. *The race and social financial standing of the Plaintiff is the seed for this SBA 8a AWARD of over \$461,000.00.*
2. [I]t seeks a **Temporary and Permanent Injunction** against the Defendants about other finality of the matter; and

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 SCRCP; 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 Fiduciary**¹; 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 L.L.P., 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 SCRCF, 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

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Norman Robert "Bobby" Knight,)
)
 Plaintiff,)
)
 vs.)
)
 Companion Property and Casualty)
 Insurance Company of South Carolina,)
 Robertson Hollingsworth & Flynn with)
)
 Paul R. Rahn as an individual and Partner,)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NUMBER 2013-CP-10-4560

**DEFENDANTS' MOTION TO DISMISS
 OR IN THE ALTERNATIVE
 MOTION TO STRIKE AND FOR
 MORE DEFINITE STATEMENT
 (Priority Matter)**

JENNIFER J. ARMSTRONG
 CLERK OF COURT

2013 AUG 30 PM 2:14

FILED

JSB

YOU WILL PLEASE TAKE NOTICE that within ten (10) days of the date hereof, or as soon thereafter as it may be heard, Defendants Companion Property and Casualty Insurance Company of South Carolina, Robertson Hollingsworth & Flynn and Paul R. Rahn as an individual and Partner. ("Defendants") will move before this Court pursuant to Rules 12(b)(6), SCRCF, for an Order of Dismissal, of all the causes of action of the Plaintiff's Complaint on the grounds that, among other things, the Plaintiff has failed to state a claim upon which relief may be granted, that the Plaintiff's claims are barred by the decision of the South Carolina Supreme Court in Masterclean, Inc. v. Star Ins. Co., 556 S.E.2d 371 (S.C. 2001), that the Plaintiff's claims are barred by *Res Judicata* as this matter has been litigated to a Judgment in the United States District Court, District of South Carolina, Charleston Division United States of America, for and on behalf of Atlantic Electric, LLC vs. Construction Group, LLC and Companion Property and Casualty Insurance Company (2:12-cv-00107-RMG) and that as a matter of law the Defendants do not owe any duty, fiduciary or otherwise, to the Plaintiff as alleged in the Complaint.



In the event the Court denies the Defendants' Motion to Dismiss, Defendants seek in the alternative that certain, prejudicial portions of the Complaint be stricken pursuant to Rule 12(f) SCRPC and that pursuant to Rule 12(e) SCRPC the Plaintiff be required to set forth a more definite statement as to the allegations against the Defendants in this matter. The grounds for this motion are that the Plaintiff has included impertinent and scandalous matters in this pleading for which he has supplied no allegations of fact in support. This motion is made on the further grounds that the language of the Plaintiff's Complaint (copy attached) fails to set forth specific allegations of fact or issues of law sufficient for the Defendants to provide a response.

This Motion is supported by applicable common law and statutory law and by any Pleadings, Affidavits, Discovery Responses, Deposition Transcripts and Memorandum of Law as may be filed with the Court. For all of the foregoing reasons, Defendants respectfully request that the presiding Judge enter an Order dismissing all causes of action against Defendants Companion Property and Casualty Insurance Company of South Carolina, Robertson Hollingsworth & Flynn and Paul R. Rahn as an individual and Partner from the above-captioned lawsuit.

PLEASE BE PRESENT IF SO MINDED.

ROBERTSON HOLLINGSWORTH & FLYNN

Wells Fargo Center
177 Meeting St., Suite 300
Charleston, South Carolina 29401
Phone: (843) 723-6470
Fax: (843) 853-9045
Email: tlm@roblaw.net

By: 

Theodore L. Manos

Attorneys for Companion Property and Casualty
Insurance Company of South Carolina, Robertson
Hollingsworth & Flynn and Paul R. Rahn

Charleston, South Carolina

August 30, 2013

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

Norman Robert "Bobby" Knight)
Plaintiff,)

Case No.: 2013- CP- 10-4560

vs)

Companion Property and Casualty)
Insurance Company of South Carolina)
Robertson Hollingsworth & Flynn with)
Paul R. Rahn as an individual & Partner;)
Defendants. (Suretyship))

COMPLAINT
and for a
Temporary & Permanent Injunction

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

COMES NOW, the Plaintiff Norman Robert "Bobby" Knight, appearing *Pro Se* in the South Carolina Circuit Court of Common Pleas as follows:

JURISDICTION

Court of Common Pleas is the court of general jurisdiction over civil cases originating in North Charleston, Charleston County, South Carolina. SC Code Title 15 and 33, & the SCRCF.

VENUE

Venue is proper for the State of South Carolina in this Court of Common Pleas, Charleston County and in this Ninth Judicial Circuit.

PARTIES

1. Plaintiffs; Norman Robert "Bobby" Knight, hereafter referred to as Plaintiff **Knight**, who is and has been at all times pertinent to this case the sole SBA qualifying party recognized as Individual Native American 8a business owner, a citizen and a lifelong resident of North Charleston, Charleston County, South Carolina.



2. Defendant, Companion Property and Casualty Insurance Company (the Suretyship) Registered Agent Duncan S. McIntosh, 2501 Faraway Drive, Columbia, SC 29223 who are and have been at all times pertinent to this a business operating in Charleston County, South Carolina.
3. Defendant, Robertson Hollingsworth & Flynn LLC, Registered Agent R. Patrick Flynn 177 Meeting Street, Charleston, SC 29401 (a business partnership with Defendant Rahn for the Suretyship); who are and have been at all times pertinent to this case citizens and residents of Charleston County, South Carolina.
4. Defendant, Paul R. Rahn, 177 Meeting Street, Charleston, SC 29401, who is and has been at all times pertinent to this case a Partner and Authorized Agent (for the Suretyship) operating in Charleston County, South Carolina.

STATEMENT OF THE CASE & CAUSES of ACTION

5. Plaintiff Knight appears pro se to tell his personal story for the first time and who now timely brings this civil action for **Dishonest Conduct As Manifestation Of Assent** about a *specialized insurance coverage* as this Plaintiff is ultimately the sole personal guarantor; this lawsuit seeks certain **Specific Damages** to the Plaintiff's rights, person and property by escalating **Breach of a Fiduciary & Duty**; a full and complete **Rescission** about the "Fidelity Bond," issued No. 0009723;
 - 1.1. *The phrase, Fidelity Bond, typically refers to "specialized insurance coverage" guaranteed by this Plaintiff as a special disadvantaged person's ability to perform federal contracting; and this entire event began in February 2011 as it is/was a Small Business Administration and US Coast Guard partnership wherein the Plaintiff is the 8a Native American Individual who was to benefit from the contracts-no-compete-assignment continues to this very day; and*
 - 1.2. *Knight, whose individual race and social disadvantage specifically qualified and quantified the contract for the fidelity bonding of the construction project; which latches only due to the Plaintiff's personal repayment signed guarantee as the condition to the "suretyship" which was purchased for over \$10,000 fee; and*
 - 1.3. *The race and social financial standing of the Plaintiff is the seed for this SBA 8a AWARD of over \$461,000.00.*
2. [I]t seeks a **Temporary and Permanent Injunction** against the Defendants about other finality of the matter; and

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 Fiduciary**¹; owed to the Plaintiff Knight.

3.1.5. **a Material (Subjective) Misrepresentation**² 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 SCRCF, 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. **Rescission 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

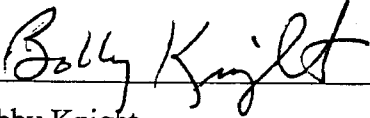
18. The Plaintiffs PRAY for an Injunction against the Suretyship; and
19. The Plaintiffs PRAY for Damages for the malicious and intentional damages and harmful injuries to Plaintiff Knight caused by the Suretyship; and
- 19.1. For an AWARD of Actual Damages in an amount to be to be determined; and
- 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:

A handwritten signature in cursive script that reads "Bobby Knight". The signature is written in black ink and is positioned above a horizontal line.

Bobby Knight

3940 Hottinger Avenue

North Charleston, SC 29405

(843) 735-0814

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

Norman Robert "Bobby" Knight)
Plaintiff,)

Case No.: 2013- CP- 10-4560

vs)

Companion Property and Casualty)
Insurance Company of South Carolina)
Robertson Hollingsworth & Flynn with)
Paul R. Rahn as an individual & Partner;)
Defendants. (Suretyship))

SUMMONS

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

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

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

CASE NUMBER 2013-CP-10-4560

Norman Robert "Bobby" Knight,)

Plaintiff,)

vs.)

Companion Property and Casualty)

Insurance Company of South Carolina,)

Robertson Hollingsworth & Flynn with)

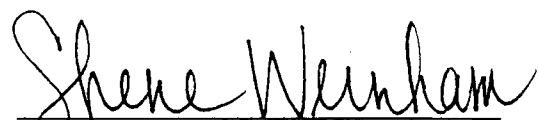
Paul R. Rahn as an individual and Partner,)

Defendants.)

FILED
2013 AUG 30 PM 2: 14
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

I, Shene Wernham, an employee of Robertson Hollingsworth, and Flynn, hereby certify that I have served all parties in this action with a copy of the foregoing pleading by electronic mail and/or by mailing a copy of same by U.S. Mail, postage prepaid, and properly addressed as follows:

Bobby Knight
3940 Hottinger Avenue
North Charleston, SC 29405
Plaintiff



Shene Wernham

August 30, 2013

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF CHARLESTON)

CASE NO.: 2013-CP-10-4560)

Norman Robert "Bobby" Knight)

Plaintiffs,)

MOTION AND ORDER INFORMATION)
FORM AND COVER SHEET)

vs.)

Companion Property and Casualty Insurance)
Company of South Carolina, Robertson)
Hollingsworth & Flynn with Paul R. Rahn as an)
individual and Partner.)

Defendants.)

Plaintiff's Attorney: SEE ATTACHED Address: phone: fax: e-mail: other:	Defendant's Attorney: SEE ATTACHED Address: phone: fax: e-mail: other:
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input checked="" type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: <u>Motion to Dismiss or in the Alternative Motion to Strike and for More Definite Statement</u> Estimated Time Needed: 30 minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
_____ Signature of Attorney for Defendant	_____ Date submitted
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID – AMOUNT: \$25.00 <input type="checkbox"/> EXEMPT: <input type="checkbox"/> Rule to Show Cause in Child or Spousal Support (check reason) <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: <input type="checkbox"/> Other:	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	_____ JUDGE CODE: _____ Date: _____

CLERK'S VERIFICATION

Date Filed: _____

Collected by: _____

MOTION FEE COLLECTED: _____

CONTESTED – AMOUNT DUE: _____

Bobby Knight
3940 Hottinger Avenue
North Charleston, SC 29405

Plaintiff

Theodore L. Manos
Robertson Hollingsworth & Flynn
177 Meeting Street, Suite 300
Charleston, SC 29401

Attorney for Defendants

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-4560

Norman Robert Knight

Companion Property and Casualty Insurance Co.
of South Carolina

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: JUDGE	Attorney for	<input type="checkbox"/> Plaintiff	<input type="checkbox"/>
	Defendant	<input type="checkbox"/> Self-Represented Litigant	

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, 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 _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

2013 OCT 18 AM 9:35
 JULIE J. ARMSTRONG
 CLERK OF COURT
 FILED

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: This matter came before the court on October 16, 2013 on Defendants' Motion to Dismiss. Defense counsel presented three grounds for dismissal: res judicata, Plaintiff's lack of standing, and on the grounds a principal may not sue a surety in tort for bad faith or refusal to pay an obligee under a bond.

Because Plaintiff's claims arise out of the same transaction or occurrence that was the subject of the Atlantic Electric case heard and decided by Judge Gergel of the United States District Court, res judicata is an appropriate ground for dismissal.

Plaintiff also lacks standing to bring this suit. Any such claims must be brought by Construction Group, LLC, and not by an individual. One not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff. Hammond Const. Co. v Banks Const. Co., 312 S.C. 422, 424 (Ct. App. 1994). In this case, Mr. Knight is bringing suit as an individual and not on behalf of Construction Group, LLC.

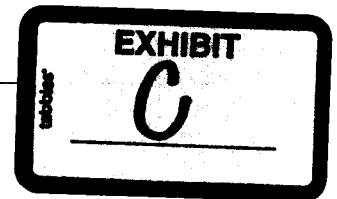
Finally, a principal cannot maintain a suit against a surety for its own default. Masterclean, Inc. v. Star Ins. Co., 347 S.C. 405 (2001). Per Mastercraft, neither the Plaintiff nor his company, Construction Group, may maintain a suit against the surety or its attorneys for acting in bad faith, which is what Plaintiff is attempting to do in this present action.

For the above stated reasons, Defendant's Motion to Dismiss is granted.

Order Information

This order ends does not end the case.

Additional Information for the Clerk :



Complete if judgment requires payment of a sum of money or affects title to real or personal property			
JUDGMENT AGAINST PLAINTIFF:		JUDGMENT AGAINST DEFENDANT:	
Judgment Amount	\$ _____	Judgment Amount	\$ _____
Taxable Costs	\$ _____	Taxable Costs	\$ _____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Norman Robert "Bobby" Knight,)
)
 Plaintiff,)
)
 vs.)
)
 Companion Property and Casualty)
 Insurance Company of South Carolina,)
 Robertson Hollingsworth & Flynn with)
 Paul R. Rahn as an individual and Partner,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NUMBER 2013-CP-10-4560

FILED
 2013 OCT 29 AM 9:05
 JUSTICE J. ARMSTRONG
 BY CLERK OF COURT

**ORDER GRANTING
 DEFENDANTS' MOTION TO DISMISS
 WITH PREJUDICE**

The Defendants' Motion to Dismiss filed on August 30, 2013 was heard by the Court on October 16, 2013. The Defendants Companion Property and Casualty Insurance Company of South Carolina ("Companion"), Robertson Hollingsworth & Flynn ("RH&F") and Paul R. Rahn as an individual and Partner ("Rahn") (collectively referred to as "Defendants") moved pursuant to Rules 12(b)(6) of the SCRCF for an Order dismissing all causes of action of the Plaintiff's Complaint on the grounds that Plaintiff failed to state a claim upon which relief may be granted because: 1) Plaintiff's claims are barred by *res judicata* and/or *collateral estoppel* as the factual and legal substance of Plaintiff's *pro se* Complaint has been litigated to a Judgment in the United States District Court, District of South Carolina, Charleston Division United States of America, for and on behalf of Atlantic Electric, LLC vs. Construction Group, LLC and Companion Property and Casualty Insurance Company (2:12-cv-00107-RMG) (the "District Court Action"); 2) Plaintiff lacks standing as an individual to personally assert claims for violations of legal duties which were allegedly due to Construction Group, LLC; and 3) Plaintiff's claims are

JAS



barred as a matter of law by South Carolina Supreme Court's holding in Masterclean, Inc. v. Star Ins. Co., 556 S.E.2d 371 (S.C. 2001). After reviewing the Plaintiff's Complaint, Defendants' Memorandum in Support of their Motion to Dismiss, and considering oral argument by the parties, the Court concludes that Plaintiff's Complaint must be dismissed as all of Plaintiff's claims are merely an attempt to re-litigate factual and legal issues previously litigated to judgment in the District Court Action, and, are therefore, barred by the doctrines of *res judicata* and/or *collateral estoppel*. Specifically, in the District Court Action, Plaintiff's company, Construction Group, LLC (the "LLC"), was represented by counsel, had the opportunity to defend and counter the claims against it for failing to pay its subcontractor for work performed at a U.S. Coast Guard project, and to pursue any cross-claims it deemed viable against its co-defendant Companion, which issued a payment bond to the LLC on the project for the purpose of protecting unpaid claimants. See generally, Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 512 S.E.2d 106 (1999), and Richburg v. Baughman, 290 S.C. 431, 434, 351 S.E.2d 164, 166 (1986).

Plaintiff's Complaint also fails to allege any separate factual or legal basis to support a claim against Defendants RH&F and Rahn, legal counsel for Defendant Companion in the District Court Action, but rather simply alleges that RH&F and Rahn are liable based on their purported agency status with Companion. The Court finds that RH&F and Rahn had no legal duty to the Plaintiff, and further that Plaintiff presented no evidence of any wrongdoing by RH&F and Rahn that could support a claim if any such duty existed.

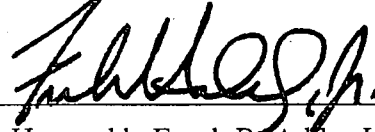
Although it is not necessary to reach the other arguments asserted by the Defendants, the Court agrees that the proper plaintiff to assert the causes of action plead by the Plaintiff is the



LLC, which was the principal under the payment bond issued by Defendant Companion, and not the Plaintiff individually. The fact that the Plaintiff may be the sole member of the LLC is of no legal consequence. The Court also notes that the ultimate result would have been the same even if the LLC would have filed the claims in Plaintiff's Complaint, as in addition to being barred by *res judicata* and/or *collateral estoppel*, the substance of Plaintiff's claims are barred as a matter of law. Masterclean, Inc. v. Star Ins. Co., 556 S.E.2d 371 (S.C. 2001).

Accordingly, the Court GRANTS Defendants' Motion to Dismiss, and it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiff's claims are dismissed with prejudice.

AND IT IS SO ORDERED.



The Honorable Frank R. Addy, Jr.

PRESIDING JUDGE



Charleston, South Carolina

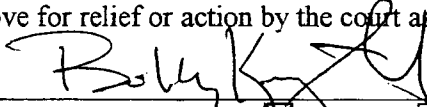
Oct. 23, 2013

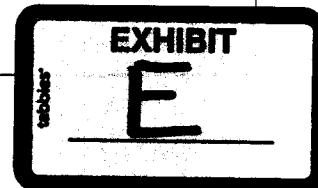
STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Bobby Knight)
) Plaintiff,)
 vs.)
)
 Companion Property & Casualty et al)
) Defendant.)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4560

**MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET**

Plaintiff's Attorney: Bobby Knight, Bar No. _____ Address: 3940 Hottinger Ave. N. Charleston SC 29405 Phone: 8437350814 Fax _____ E-mail: constgrp@comcast.net Other: _____	Defendant's Attorney: T. Manos, Bar No. _____ Address: 177 Metting Street, Rm 300, Charleston, SC Phone: 843-723-6470 Fax _____ E-mail: _____ Other: _____										
<input type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input checked="" type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)											
SECTION I: Hearing Information Nature of Motion: Motion and Notice of Motion for Reconsideration Estimated Time Needed: N/A Court Reporter Needed: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO											
SECTION II: Motion/Order Type <input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order. <div style="text-align: center; margin-top: 10px;">  Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant </div> <div style="text-align: right; margin-top: 5px;"> 25 October 2013 Date submitted </div>											
SECTION III: Motion Fee <input checked="" type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason) <table style="width:100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> Rule to Show Cause in Child or Spousal Support</td> <td><input type="checkbox"/> State Agency v. Indigent Party</td> </tr> <tr> <td><input type="checkbox"/> Domestic Abuse or Abuse and Neglect</td> <td><input type="checkbox"/> Post-Conviction Relief</td> </tr> <tr> <td><input type="checkbox"/> Indigent Status</td> <td><input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)</td> </tr> <tr> <td><input type="checkbox"/> Sexually Violent Predator Act</td> <td><input type="checkbox"/> Motion for Stay in Bankruptcy</td> </tr> <tr> <td><input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions</td> <td></td> </tr> </table> Name of Court Reporter: _____ <input type="checkbox"/> Other: _____		<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support	<input type="checkbox"/> State Agency v. Indigent Party	<input type="checkbox"/> Domestic Abuse or Abuse and Neglect	<input type="checkbox"/> Post-Conviction Relief	<input type="checkbox"/> Indigent Status	<input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)	<input type="checkbox"/> Sexually Violent Predator Act	<input type="checkbox"/> Motion for Stay in Bankruptcy	<input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions	
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<input type="checkbox"/> Indigent Status	<input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)										
<input type="checkbox"/> Sexually Violent Predator Act	<input type="checkbox"/> Motion for Stay in Bankruptcy										
<input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions											
JUDGE'S SECTION <input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____										
CLERK'S VERIFICATION Collected by: _____ Date Filed: _____ <input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____											



IN THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
))
Norman Robert "Bobby" Knight)
Plaintiff,)
vs)
Companion Property and Casualty)
Insurance Company of South Carolina)
Robertson Hollingsworth & Flynn with)
Paul R. Rahn as an individual & Partner;)
Defendants. (Suretyship))

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Case No.: 2013- CP- 10 - 4560

Motion & Notice of Motion
for RECONSIDERATION
and to AMEND

FILED
2013 OCT 28 AM 11:09
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

MOTION AND NOTICE OF MOTION FOR RECONSIDERATION & AMEND

TO THE DEFENDANTS: NOTICE OF MOTION AND MOTION:

The Plaintiff above captioned moves for this Court to RECONSIDER & AMEND it's Form ORDER of DISMISSAL dated 18 October 2013 in this matter as follows.

The Defendants should file a response within 10 days when the Plaintiff will begin to move for a rehearing on the matter, if you are so minded.

The FORM ORDER of DISMISSAL in Knight v Companion et al 2013-cv-10-04560 attached hereto. Notice was received from Clerk's office on Friday 25 October 2013.

The Plaintiff asks that the Honorable Court review and reconsider the decisions and Order filed on 18 October. The Plaintiff filed a R.82(c) REMOVAL at the same time. (We all have crossed in the mailing and filings). I spoke of the R.82(c) before we parted on the 16th October hearing.

Judge Addy, I ask that you reconsider and amend your order addressing your three levels ruling; (1) Plaintiff lacked Standing, (2) Res Judicata of USDC and (3) Tort Protection(s) for the Suretyship; In the alternative, the Plaintiff requests for the Court **to apply instead; R. 17(b) with 23(b)(1) and with SC Code §33-44-1101 et seq. Right of action** because Construction Group LLC¹, furthermore "lacks the power to act" due to the 'shutdown' of business caused by the very judgment this case sought a rescission about; and because Plaintiff Bobby Knight² has a proper standing Right of Action; otherwise due to a SC State Statute which states:

TITLE 33 - ARTICLE 11.
DERIVATIVE ACTIONS

SECTION 33-44-1101. Right of action.

A member of a limited liability company may maintain an action in the right of the company if the members or managers having authority to do so have refused to commence the action or an effort to cause those members or managers to commence the action is not likely to succeed.

Bobby Knight should have been entitled to plea his State Court case for the following good and just reasons:

1. Bobby Knight inherited the "bad faith behavior" Judgment by USDC Judge Gergel from these Defendants that my State Court Complaint termed them wholly, as the Suretyship.
 - 1.1. The Complaint captioned above was filed in Charleston County which is where the Judgment is filed and where [it] does instant harm and injury to Bobby Knight.
 - 1.1.1. Charleston County is where [it] would have to be enforced against Bobby Knight, only as the personal guarantor of the bond in question.

¹ Title 12 - Taxation SECTION 12-2-25. Definitions pertaining to limited liability companies; single-member limited liability companies.

(B) For South Carolina tax purposes:

(1) a single-member limited liability company, which is not taxed for South Carolina income tax purposes as a corporation, is not regarded as an entity separate from its owner;

² Title 33 - ARTICLE 2.

ORGANIZATION

SECTION 33-44-201. Limited liability company as legal entity.

Except as provided in Section 12-2-25 for single-member limited liability companies, a limited liability company is a legal entity distinct from its members.

HISTORY: 1996 Act No. 343, Section 2; 1997 Act No. 91, Section 2.

- 1.2. The Complaint, too, was for a **Rescission Order** and for Bobby Knight to be made **whole**. Whether or not the Suretyship has to pay any monetary or punitive damage award is to the R.12 Defenses and these alone must not prevent or obscure State Court access to a finding for a **Rescission Order** from being Awarded in this individual Plaintiff's behalf.
 - 1.2.1. Judgment enforcements belong to the Charleston County Courts.
- 1.3. The rescission of the bond and its payout is inherently intrinsic and [it] is in the best interest of justice and is a fair and just award to remove the USDC Judgment from Charleston County Records as a failure by the Suretyship to apply the **Clean Hands Doctrine** was obtained with a bad faith behavior harming this single-member Plaintiff.
 - 1.3.1. The Defendants dirty hands negates the so called consent agreement R.30(j) and the bonds contract-agreement indemnification as the Defendants did not disclose that they would/could be the Authorized Agents for both Companion Suretyship and Travelers Bonds for the same contract for the same disputes WHEN these agreements were initiated. Bobby Knight learned of this conflict after the fact.
2. Bobby Knight must take this derivative action for a rescission of the results of the asserted protected misconducts of these Defendants.
 - 2.1. This individual standing is compliant with SCRCR P.23(b)(1). in our SC State Court and is more adaptable in the FRCP 23³ as well.
 - 2.2. The Plaintiff's protections against bad behavior of the Suretyship should not extend beyond into the bad behavior and bias that existed between Travelers and Atlantic Electric and Dft Paul Rahn as he was the Authorized Agent for both the bonds held on the one US Coast Guard contract. Travelers and Atlantic Electric are/were the parties at the Federal court.
 - 2.3. These bonding contracts are State contract law, not a Miller ACT Law.
3. A **Rescission ORDER**, as sought by Bobby Knight, is not a "tort" finding by a State court. It is an Equity Claim arguing the vitality of any agreements or those enforcements.
 - 3.1. Thus, Materclean, Inc v Star, Ins. (SIC) Mastercraft(?) should not have attached when the neglect was a failure to disclose the dual-bonding as Authorized Agent relationships.

³ This Rule 23(b)(1) is the language of present Federal Rule 23.1.... The {FRCP} Rule simply provides more specific guidance for the procedure.

This is an obvious misconduct with in any reasonable man's legal due process expectations.

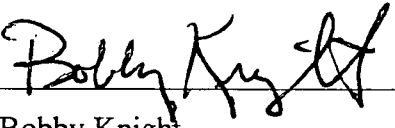
- 3.2. No one can reasonably be expected to be subjected to this kind of conflict, where one person and one person alone speaks for two entities (clients) in the same legal conflict.
- 3.3. There is a distinct difference between that which is a Plaintiffs right to seek rescission and any Defendant's defenses to a torts.
 - 3.3.1. Fraud is a tort to a person; however 'fraud upon the court' and 'fraudulent inducement' at a R.30(j) Deposition is a crime and misconduct; and
 - 3.3.1.1. The Plaintiff does not hold the **Private Right of Action** for the crimes and misconduct -- like stealing of copper and obstruction of justice about the arrest for stealing copper and for Atlantic Electric's using government cranes and personnel for their personal enrichment-- as was done by Atlantic Electric and others employed by the Coast Guard. This belongs to the Courts. The Plaintiff is the victim seeking a 'redress' in his civil action as he has been injured by the USDCourts' R.30 manipulations.
- 3.4. The Complaint groups the Defendants as the Suretyship.
- 3.5. The Suretyship has/had an Authorized Agent relationship with Companion Surety for Construction Group LLC **AND** with Traveler's Surety who held/holds the bond for Atlantic Electric in the USDC Miller ACT matter for which the Court Order speaks about **Res Judicata**. This is a conflict. The Complaint makes a Demand too, of this for one is plead too, as for a relief from the Ethical Neglect of the Suretyship.
- 3.6. The Plaintiff, Bobby Knight, as a party in 2013-CP-10-04560 was/is authorized by **Code § 33-44-1102**; a Proper plaintiff, because Construction Group LLC furthermore "lacked the power to act". This is a must take **derivative action for a rescission** of the results of the asserted protected-misconduct in Charleston County South Carolins of the Defendants. The Defendants are not protected for their misconduct against the Plaintiff by way their bias with the Travelers bond; and their more prestigious clients, who stole the copper and breached that bonded contract resulting in a series of failure about the **Clean Hands Doctrine and the Miller ACT Claim**.

3.7. The Defendants bonding contract with the Plaintiff began before the USDC Miller ACT Claim and continues long after - until the Rescission Defense is adjudicated by Bobby Knight. The relationship is more a State jurisdiction and venue than a federal one.

WHEREFORE The Plaintiff asks for a reconsideration of the dismissal with a renewed application of **R.17(b) and R.23(b)(1)** since Bobby Knight was the sole-proprietor and was the only single-member of Construction Group LLC; which "**lacks or lacked the power to act**" as an **§33-44-201 Entity** and, Bobby Knight acted in his own behalf in the filing of Knight v Companion et al . A right which does exist for the Plaintiff as is allowed by ALL the Court's Rules and Statutes with jurisdiction and venue in South Carolina; and by:

R.17(b); R.23(b)(1) and SC Code § 33-44-1102. Proper plaintiff.

Respectfully submitted this ²⁶~~25~~th day of October 2013.

BY: 
Bobby Knight
3940 Hottinger Avenue
North Charleston, SC 29405
(843) 735-0814

Schedule C
(Form 1040)

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2012

Attachment
Sequence No. 09

Department of the Treasury
Internal Revenue Service (99)

- ▶ For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
- ▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor BOBBY KNIGHT	Social security number (SSN) REDACTED
A Principal business or profession, including product or service (see instructions) GENERAL CONTRACTOR	B Enter code from instructions ▶ 233200
C Business name. If no separate business name, leave blank. CONSTRUCTION GROUP LLC	D Employer ID no. (EIN), (see instr.) 57-1116850
E Business address (including suite or room no.) ▶ 3940 HOTTINGER AVE City, town or post office, state, and ZIP code NORTH CHARLESTON SC 294057018	
F Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶	
G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H If you started or acquired this business during 2012, check here	<input type="checkbox"/> Yes <input type="checkbox"/> No
I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J If "Yes," did you or will you	

Part I Income

- 1a Gross receipts or sales. See Form W-2 and the "Statut
- 2 Returns and allowances (:
- 3 Subtract line 2 from line 1
- 4 Cost of goods sold (from l
- 5 Gross profit. Subtract lin
- 6 Other income, including fe
- 7 Gross income. Add lines

Part II Expense

- 8 Advertising
- 9 Car and truck expenses (see instructions)
- 10 Commissions and fees
- 11 Contract labor (see instructions)
- 12 Depletion
- 13 Depreciation and sect. 179 expens (not included in Part III) (see instr)
- 14 Employee benefit program (other than on line 19)
- 15 Insurance (other than hea
- 16 Interest:
 - a Mortgage (paid to banks, r
 - b Other
- 17 Legal and professional sel
- 28 Total expenses before ex
- 29 Tentative profit or (loss). S
- 30 Expenses for business use
- 31 Net profit or (loss). Subtr
 - If a profit, enter on bol
 - (If you checked the bo
 - If a loss, you must go!
- 32 If you have a loss, check t
 - If you checked 32a, er
 - on Schedule SE, line
 - trusts, enter on Form
 - If you checked 32b, yc

SOLE PROPRIETORSHIP
 SC. } TITLE 12-2-25(B)(1)
 TITLE 33-44-201
 TITLE 33-44-1101
 REDACTED

For Paperwork Reduction Act

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-4560

Norman Robert Knight

Companion Property and Casualty Insurance Co.
 of South Carolina

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: JUDGE	Attorney for - <input type="checkbox"/> Plaintiff
	Defendant <input type="checkbox"/> Self-Represented Litigant

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 SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankrupt
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

2013 OCT 18 AM 9:35
 FILED
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY _____

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. This matter came before the court on October 16, 2013 on Defendants' Motion to Dismiss. Defense counsel presented three grounds for dismissal: res judicata, Plaintiff's lack of standing, and on the grounds a principal may not sue a surety in tort for bad faith or refusal to pay an obligee under a bond.

Because Plaintiff's claims arise out of the same transaction or occurrence that was the subject of the Atlantic Electric case heard and decided by Judge Gergel of the United States District Court, res judicata is an appropriate ground for dismissal.

Plaintiff also lacks standing to bring this suit. Any such claims must be brought by Construction Group, LLC, and not by an individual. One not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff. Hammond Const. Co. v Banks Const. Co., 312 S.C. 422, 424 (Ct. App. 1994). In this case, Mr. Knight is bringing suit as an individual and not on behalf of Construction Group, LLC.

Finally, a principal cannot maintain a suit against a surety for its own default. Masterclean, Inc. v. Star Ins. Co., 347 S.C. 405 (2001). Per Mastercraft, neither the Plaintiff nor his company, Construction Group, may maintain a suit against the surety or its attorneys for acting in bad faith, which is what Plaintiff is attempting to do in this present action.

For the above stated reasons, Defendant's Motion to Dismiss is granted.

Order Information

This order ends does not end the case.

Additional Information for the Clerk :

Complete if judgment requires payment of a sum of money or affects title to real or personal property			
JUDGMENT AGAINST PLAINTIFF:		JUDGMENT AGAINST DEFENDANT:	
Judgment Amount	\$ _____	Judgment Amount	\$ _____
Taxable Costs	\$ _____	Taxable Costs	\$ _____

Attorney's Fees	\$ _____	Attorney's Fees	\$ _____
Interest	\$ _____	Interest	\$ _____
Other:	\$ _____	Other:	\$ _____
Total Amount to be Enrolled:	\$ _____	Total Amount to be Enrolled:	\$ _____

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interests or costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

2159
October 16, 2013

Circuit Court Judge
Judge Code
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20__ and a copy mailed first class this _____ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Norman Robert Knight (Pro Se)
Theodore Luke Manos

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

IN THE STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)	NINTH JUDICIAL CIRCUIT
)	
Norman Robert "Bobby" Knight)	
Plaintiff,)	Case No.: 2013- CP- 10 - 4560
vs)	
Companion Property and Casualty)	CERTIFICATE OF SERVICE
Insurance Company of South Carolina)	Motion & Notice of Motion
Robertson Hollingsworth & Flynn with)	for RECONSIDERATION
Paul R. Rahn as an individual & Partner;)	and to AMEND
Defendants. (Suretyship))	

2013 OCT 28 AM 11:09
 FILED
 JULIE J. ARMSTRONG
 CLERK OF COURT

TO THE DEFEDANTS CAPITONED ABOVE:

I, Bobby Knight, herein ARFFIRM that today I mailed **Motion & Notice of Motion RECONSIDERATION of the FORM ORDER for DISMISSAL** dtd 18 October 2013 by Judge Addy; I have placed a copy of this Motion and Notice of Motion in the USPS w first class postage affixed to the following Defendants:

Theodore Manos for/ Defendants
 Robertson Hollingsworth & Flynn Attys
 177 Meeting Street, Ste 300
 Charleston, SC 29401

October ²⁶/₂₅, 2013

BY: *Bobby Knight*
 Bobby Knight
 3940 Hottinger Avenue
 North Charleston, SC 29405
 (843) 735-0814

October 25, 2013

Honorable Julie Armstrong
Clerk, Court of Common Pleas
Court House Complex
100 Broad Street, Ste 106
Charleston, SC 20401-2258


RE: Knight v Companion et al 2013-cv-10-04560

Dear Clerk's Office

Please find attached two copies of my motion for reconsideration and a check for \$25.00.
Please forward it to the attention of Judge Addy.

Please place the extra copy after filing into the prepaid envelope addressed to me for a return copy.

Thank you.



Bobby Knight, Plaintiff
3940 Hottinger Avenue
North Charleston, SC 29405

(843) 735-0814

Cc/ T. Manos Atty for Dfts.

Advance Cc/ via regular mail:

Honorable Frank R. Addy, Jr.
528 Monument St., Ste. 210
Greenwood, SC 29646

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-4560

NORMAN ROBERT KNIGHT

COMPANION PROPERTY AND CASUALTY
 INSURANCE CO. OF SOUTH CAROLINA

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Attorney for Plaintiff Defendant Self-Represented Litigant

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, 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 _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

2013 NOV 13 PM 12:20
 BY JULIE J. ARMSTRONG
 CLERK OF COURT

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:

This matter comes before the court on Plaintiff's motion for reconsideration of the court's order dated October 16, 2013. The court has reviewed the motion for reconsideration and the court's prior order, and the court finds no reason to alter or amend its prior order. Accordingly, the order of October 16, 2013 stands.

Order Information

This order ends does not end the case.

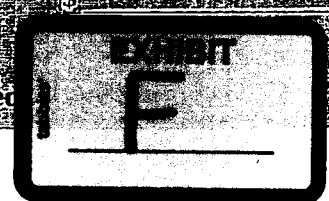
Additional Information for the Clerk :

Complete if judgment requires payment of a sum of money or affects title to real or personal property

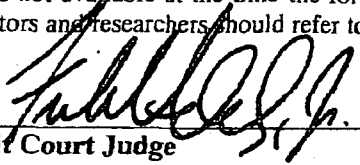
JUDGMENT AGAINST PLAINTIFF:	
Judgment Amount	\$ _____
Taxable Costs	\$ _____
Attorney's Fees	\$ _____
Interest	\$ _____
Other	\$ _____
Total Amount to be Enrolled:	\$ _____

JUDGMENT AGAINST DEFENDANT:	
Judgment Amount	\$ _____
Taxable Costs	\$ _____
Attorney's Fees	\$ _____
Interest	\$ _____
Other	\$ _____
Total Amount to be Enrolled:	\$ _____

If applicable, describe the property, including tax map information and address, referenced in the order.



or costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

2159
Judge Code

11/5/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20__ and a copy mailed first class this _____ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Pro Se

Theodore Luke Manos

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

NOTICE of ENTRY received by Bobby Knight
U.S.P.S. November 21, 2013.
This copy of the Form 4 ORDER was
dwld' Chas Co Clerk web November 22, 2013.

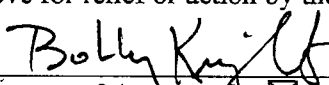
STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Bobby Knight)
 _____)
 Plaintiff,)
 vs.)
)
 Companion Property & Casualty et al)
 _____)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 2013_CP-10_4560
 MOTION AND ORDER INFORMATION
 FORM AND COVERSHEET

Plaintiff's Attorney: Bobby Knight, Bar No. _____ Address: 3940 Hottinger Ave. N. Charleston SC 29405 Phone: 8437350814 Fax _____ E-mail: constgrp@comcast.net Other: _____	Defendant's Attorney: T. Manos, Bar No. _____ Address: 177 Metting Street, Rm 300, Charleston, SC Phone: 843-723-6470 Fax _____ E-mail: _____ Other: _____
--	---

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
 Nature of Motion: SECOND Motion & Notice of Motion for Reconsideration & To Amend
 Estimated Time Needed: N/A Court Reporter Needed: YES/ NO

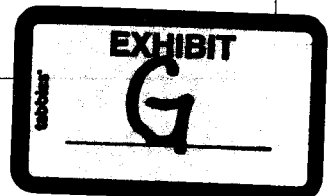
SECTION II: Motion/Order Type
 Written motion attached
 Form Motion/Order
 I hereby move for relief or action by the court as set forth in the attached proposed order.

 _____ 23 November 2013
 Signature of Attorney for Plaintiff / Defendant Date submitted

SECTION III: Motion Fee
 PAID - AMOUNT: \$ 25.00
 EXEMPT: (check reason)

<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support
<input type="checkbox"/> Domestic Abuse or Abuse and Neglect
<input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party
<input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief
<input type="checkbox"/> Motion for Stay in Bankruptcy
<input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP)
<input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
<input type="checkbox"/> Other: _____

JUDGE'S SECTION
 Motion Fee to be paid upon filing of the attached order.
 Other: _____
 JUDGE CODE _____
 Date: _____

CLERK'S VERIFICATION
 Collected by: _____ Date Filed: _____
 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____



IN THE STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON)	NINTH JUDICIAL CIRCUIT
)	
Norman Robert "Bobby" Knight)	
Plaintiff,)	Case No.: 2013- CP- 10 - 4560
vs)	
Companion Property and Casualty)	
Insurance Company of South Carolina)	Motion & Notice of Motion for a
Robertson Hollingsworth & Flynn with)	SECOND RECONSIDERATION
Paul R. Rahn as an individual & Partner;)	and to AMEND
Defendants. (Suretyship))	

FILED
 2013 NOV 26 PM 2:42
 JULIE J. ARMSTRONG
 CLERK OF COURT

MOTION & NOTICE OF MOTION FOR SECOND RECONSIDERATION & TO AMEND

TO THE DEFENDANTS: NOTICE OF MOTION AND MOTION:

The Plaintiff above captioned moves for this Court for a **SECOND RECONSIDERATION & TO AMEND** it's Form 4 ORDER of DISMISSAL dated FILED 18 October 2013; and the **FIRST** Motion to RECONSIDER & AMEND dated FILED 13 November 2013 in this matter as follows.

The Defendants should appear and file a response within 10 days when the Plaintiff will begin to move for a rehearing on the matter, **if you are so minded.**

HISTORY & STATUS:

The FORM 4 ORDER FILED 13 November 2013 in **Knight v Companion et al** 2013-cv-10-04560 is attached hereto for reference with its NOTICE of ENTRY which was received by mail from Clerk's office on Thursday, 21 November 2013.

The Plaintiff asks that the Honorable Court review and reconsider this new issue and case law it's dismissal and denial decisions with the respective Orders filed and since the hearing and order of 18 October 2013.

This recent State Court lawsuit came seeking a complete rescission of an insurance/bond contract, in part for misrepresentations and a god faith failure to disclose.

The Court did not hold a 2nd hearing for the FIRST Motion for Reconsideration & Amend as on the face it must have appeared that were no possible direction changes in the 18 October 2013 FILED three part dismissal-explanation that could have been had in favor of the Plaintiff. That which was part of the *pro se* plan at hearing presentation follows below:

The Plaintiff, since there was not a 2nd hearing, respectfully asks for the Court to review and consider the Plaintiff's and Defendant's two USDC documents from 2003-2004 that clearly alter the conditions "of standing" and "of appearance" by Construction Group LLC with Bobby Knight as the sole-proprietor *pro se*. (a SMLLC). It appears that these parties or Court had presented what did not exist which is "no valid case citations that a Derivative Action brought by a sole-proprietor [SMLLC] against a third party" could not be procedurally successful for claims when the LLC shows it had been made defunct by the alleged actions of any defendants. In the alternative, this Plaintiff *pro se* has a shown as a precedent between these very same parties for a reconsideration and amendment about this matter. Bobby Knight is the "successor in interest".

The Form 4 ORDER signed by Judge Addy on November 5, 2013 and FILED November 15, 2013 and received via the internet by the Plaintiff on November 22, 2013 by the Plaintiff having received by mail the Clerk's NOTICE of ENTRY on November 21, 2013, is attached hereto.

NEW (HISTORICAL) FACTS & SUMMARY:

There are two (2) additional documents the Plaintiff presents, for the Court to review and consider, attached hereto. They are:

... page 1 of 13 of USDC Dkt Entry No. 1; and, page 1 of 1 of USDC Dkt Entry No. 19 in a **USDC Civil Action No. 2: 03-3165 18AJ FILED OCT 6 2003** & amicably jointly FRCP 4 ϕ settled FILED JAN 22, 2004.

The Plaintiff was basically informed at the 16 OCT 2013 hearing by Judge Addy, that his State civil action was to be denied for three reasons. First, as to a Plaintiff's lack of standing; and third, a corporation cannot be represented by a *pro se*. [MasterCraft or Clean?] The "whole dispute" alleged in the State Court Complaint was not settled at USDC Miller ACT to apply a Res Judicata (was the second).

The litigation history between the parties is contrary to the case precedents plead by the Defendants in 2013 and as the previous USDC litigation between these exact same parties in 2003 shows from just over 9 years ago. The two pages from that USDC civil action are contrary to the Circuit Court's barr today and it names the Plaintiff identified in the 2003 USDC matter is the same Plaintiff, Bobby Knight, the matter before Judge Addy's Court today:

Exibits: Items No.s 1(a); 1(b); & 2 page excerpts:

@USDC Dkt Entry No. 1

Item No. 1(a): Page 1 ... in paragraph No. 1. It states exactly as follows:

Bobby Knight, Plaintiff, 3940 Hottinger Avenue, North Charleston, South Carolina, 29405. Owner of a Small Business Administration certified HUBZone entity and sole-proprietor of his small business dba/ Construction Group LLC.

Item No. 1(b): Page 1... in paragraph No. 2. It states exactly as follows:

Companion Property and Casualty Group (an insurance company), Defendants, ...

@USDC Dkt Entry No. 19

Item No. 2. this civil action ended with a FRCP 41(a)(1) Joint Stipulation, after the Plaintiff and attorneys met, discussed and negotiated and agreed (1) to refund the Plaintiff his companies money; and, (2) to correct and release the Plaintiff's company, Construction Group LLC, from their computer network audit lock held in the national insurance data banks located in Boca Raton, Florida.

These USDC docketed exhibits show clearly that the Plaintiff has successfully previously appeared *pro se* in the USDC District of South Carolina against the very same Defendant (w.different attorneys) and without objection for being *pro se* up to a mutual compromise about our business's differences.

This newly presented and easily verifiable case law is a just, fair and good cause to request a **second reconsideration of the Form 4 ORDER series FILED since OCT 18 2013 by Judge Addy's State Court**; and for the Circuit Court to **GRANT** the Plaintiff aa equal opportunity to resolve this most recent of disputes known as Charleston County Court of Common Pleas, civil action No. 2013-CP-10-04560, Knight v. Companion Property et al.

CONCLUSION :

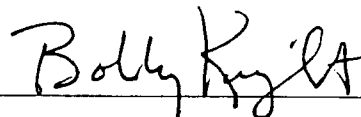
A **Case Law Doctrine Argument**, especially when between these two identical parties in Charleston County Court of Common Pleas No. 2013-CP-10_04560 Knight v Companion Property et al was contrary when compared to the United States District Court -- Charleston South Carolina No. 2 03 3165 18AJ Knight v Companion Property et al must be given an equal weight consideration and a strict interpretation of the precedent set in the 2003 complaint. I[t] was filed *pro se* for the same Plaintiff's corporation's losses and injury; and, with a FRCP 40 compromise (settlement) that was achieved to the satisfaction of all parties.

That which was an applicable insurance dispute in January 2004 is a rationale resolve for October 2013, as well for a SMLLC like Construction Group, LLC. {see Dkt Entry(s) 1 & 19}

THEREFORE: It is a just, fair and for a good cause to reinstate Knight vs. Companion Property et al. 2013-CP-10-04560.

Respectfully submitted this 23 day of November 2013.

BY: _____



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

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

JAN 22 2004

LARRY W. PROPPES, CLERK
CHARLESTON, SC

BOBBY KNIGHT)
)
Plaintiff,)
)
vs.)
)
COMPANION PROPERTY &)
CASUALTY CO. aka Blue Cross &)
Blue Shield of S.C.; and ROE &)
ASSOCIATES INC.; and Stephen J.)
Klingel, Pres. NCCI Holdings, Inc.;)
And ALLIEDINTERSTATE aka IntelliRisk)
Management Corporation)
)
Defendants.)

Civil Action No. 2 03 3165 18AJ

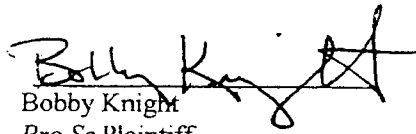
STIPULATION OF DISMISSAL

Pursuant to FRCP 41(a)(1), the parties hereby stipulate to dismiss this action with prejudice with each party to bear its own costs.

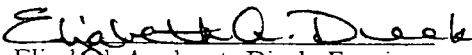
WE SO STIPULATE.

Dated at Charleston this 22nd day of January, 2004.

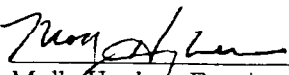
I SO MOVE:


Bobby Knight
Pro Se Plaintiff

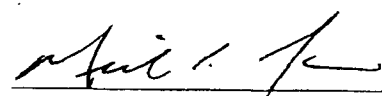
WE CONSENT:

Haynsworth Sinkler Boyd, P.A.

Elizabeth Applegate Dieck, Esquire
Attorneys for Companion Property Casualty
Co. aka Blue Cross & Blue Shield of S.C.

WE CONSENT:

Nexsen Pruet ~~Jacobs~~
~~Pollard & Robinson~~, LLC

Molly Hughes, Esquire
Attorneys for Roe & Associates, Inc. and

WE CONSENT:

McNair Law Firm, P.A.

Michael A. Scardato, Esquire
NCCI Holdings, Inc. and Stephen J.
Klingel, President

FILED

OCT 6 2003

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

LARRY W. PROPES, CLERK
CHARLESTON, SC

BOBBY KNIGHT,	]	C O M P L A I N T
Plaintiff,]	
Vs.	]	Civil Action No.
	]	2'03 3165 18AJ
COMPANION PROPERTY & CASUALTY CO aka]	
Blue Cross & Blue Shield of S.C.; and]	
ROE & ASSOCIATES Inc; and Stephen J.	]	And M O T I O N
Klingel, Pres. NCCI Holdings, Inc.;]	
and ALLIEDINTERSTATE aka IntelliRisk	]	for an EMERGENCY HEARING
Management Corporation,]	
Defendants.	]	for an INJUNCTION

JURISDICTION

This Federal Civil Action arises under the Racketeer Influenced and Corrupt Organization Act of 1970, civil RICO, 18 U.S.C. §1964(c); §1964(c)2(A); §1964 (c)2(B); §1964(c)(3) and §1964(5). Congress's Amendment to the RICO Act introduced several new concepts and broad remedies into the Law and gave the Federal Courts *exclusive jurisdiction* to cases brought after the amendment known as S. 1523 §18 U.S.C. 1961 et seq. This case is brought as a private individual being injured and damaged.

PARTIES

1. Bobby Knight, Plaintiff, 3940 Hottinger Avenue, North Charleston, South Carolina, 29405. Owner of a Small Business Administration certified HUBZone entity and sole-proprietor of his business dba/ Construction Group, LLC.
2. Companion Property and Casualty Group (an Insurance Company), Defendants, also a subsidiary of Blue Cross & Blue Shield of South Carolina, doing business as a insurance company in the State of South Carolina and having offices in the City of Columbia South Carolina as well as other counties in the State and other States in the

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED



www3.charlestoncounty.org

31



NORMAN ROBERT KNIGHT
3940 HOTTINGER AVE
NORTH CHARLESTON SC 29405-7018

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Order/Plntff's mot for reconsideration of order dated

CASE NO: 2013CP1004560

**Norman Robert Knight VS Companion Property and Casualty Insurance Company of South
C**

This judgment was entered on the 13th day of November, 2013, and a copy mailed first class on Friday, November 15, 2013, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

RECEIVED
21 NOV 13
B Knight

IN THE STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

Norman Robert "Bobby" Knight)
Plaintiff,)

Case No.: 2013- CP- 10 - 4560

vs)

Companion Property and Casualty)
Insurance Company of South Carolina)
Robertson Hollingsworth & Flynn with)
Paul R. Rahn as an individual & Partner;)
Defendants. (Suretyship))

CERTIFICATE OF SERVICE:

BY JULIE J. ARMSTRONG
CLERK OF COURT

2013 NOV 26 PM 2:42

FILED

CERTIFICATE OF SERVICE

I, Bobby Knight, herein ARFFIRM that today I mailed **Motion & Notice of Motion SECOND RECONSIDERATION and to AMEND dtd FILED November 15, 2013 by Judge Addy**; I have placed a copy of this Motion and Notice of Motion in the USPS w first class postage affixed to the following Defendants:

Theodore Manos for/ Defendants
Robertson Hollingsworth & Flynn Attys
177 Meeting Street, Ste 300
Charleston, SC 29401

November 23 , 2013

BY: Bobby Knight

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

Advance Cc/

Honorable Frank R. Addy, Jr.
528 Monument St., Ste. 210
Greenwood, SC 29646

November 23, 2013

✓ Honorable Julie Armstrong
Clerk, Court of Common Pleas
Court House Complex
100 Broad Street, Ste 106
Charleston, SC 20401-2258

RE: Knight v Companion et al 2013-cv-10-04560


Dear Clerk's Office

Please find attached two copies of my **second motion for reconsideration & amend** and a check for \$25.00.

Please forward it to the attention of Judge Addy.

Please place the extra copy after filing into the prepaid envelope addressed to me for a return copy.

Thank you.


Bobby Knight, Plaintiff
3940 Hottinger Avenue
North Charleston, SC 29405

(843) 735-0814

Cc/ T. Manos Atty for Dfts.

Theodore Manos for/ Defendants
Robertson Hollingsworth & Flynn Attys
177 Meeting Street, Ste 300
Charleston, SC 29401

Advance Cc/ via regular mail:

Honorable Frank R. Addy, Jr.
528 Monument St., Ste. 210
Greenwood, SC 29646

BOBBY KNIGHT

COMPANION PROPERTY AND CASUALTY,
 ET AL.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____ Attorney for Plaintiff
 Defendant Self-Represented Litigant

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 _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

2013 DEC -2 PM 12:35
 JULIE S. ALEXANDER
 CLERK OF COURT
 FILED

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:

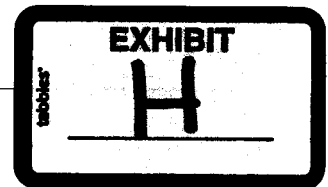
This matter comes before the court on Plaintiff's second motion for reconsideration dated November 23, 2013. Plaintiff asserts that, because the federal courts permitted him to represent the interests of his corporation in their courts, this court should allow the same in state court. This court remains constrained by the holding in *Renaissance Enterprises, Inc. v. Babb* which held that a non-lawyer officer or director of a corporation could not represent that corporation before the court of common pleas. Accordingly, Plaintiff's motion for reconsideration is denied.

The court also notes that the rules of civil procedure discourage multiple or successive motions for reconsideration. The court chose to address this motion, however, in an effort to provide clarity to all concerned.

Order Information

This order ends does not end the case.

Additional Information for the Clerk : _____



Complete if judgment requires payment of a sum of money or affects title to real or personal property

JUDGMENT AGAINST PLAINTIFF:	
Judgment Amount	\$ _____
Taxable Costs	\$ _____
Attorney's Fees	\$ _____
Interest	\$ _____
Other	\$ _____
Total Amount to be Enrolled:	\$ _____

If applicable, describe the property, including tax-map information and address, referenced in the order.

JUDGMENT AGAINST DEFENDANT:	
Judgment Amount	\$ _____
Taxable Costs	\$ _____
Attorney's Fees	\$ _____
Interest	\$ _____
Other	\$ _____
Total Amount to be Enrolled:	\$ _____



The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interests or costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

2159

[Handwritten Signature]
Circuit Court Judge

Judge Code

11-26-13
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20__ and a copy mailed first class this _____ day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:
Pro Se **T. Manos**

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Frank R. Addy, Jr., Circuit Court Judge

Case No. 2013-CP-10-04560

FILED
2013 DEC 30 PM 3:28
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Bobby Knight,

Appellants,

v.

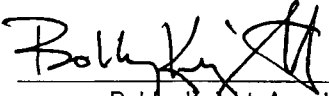
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

NOTICE OF APPEAL

Bobby Knight, *pro se*, appeals against the judgment of the Honorable Judge Frank Addy Entered 02th day of December 2013 and mailed 04th December 2013. Appellant received written notice of the entry of this judgment placed in the courts mail on 04th December 2013 on or about 07 December 2013.

Respectfully submitted this 27th day of December 2013.


Bobby Knight, Appellant
3940 Hottinger Avenue
North Charleston, SC 20405
(843) 735-0814

Counsel of Record:

Theodore Manos
%Robertson Hollingsworth & Flynn Law Firm
177 Meeting Street, Ste 300
Charleston, SC 20401
Attorney for Respondents
(843) 723-6470



JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED



www3.charlestoncounty.org

8



NORMAN ROBERT KNIGHT
3940 HOTTINGER AVE
NORTH CHARLESTON SC 29405-7018

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Order-plntff's mot for reconsideration is denied

CASE NO: 2013CP1004560

**Norman Robert Knight VS Companion Property and Casualty Insurance Company of South
C**

This judgment was entered on the 02th day of December, 2013, and a copy mailed first class on
Wednesday, December 04, 2013, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

RECEIVED
07 DEC 2013
B. Knight

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-4560

Norman Robert Knight

Companion Property and Casualty Insurance Co.
of South Carolina

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: JUDGE	Attorney for Plaintiff <input type="checkbox"/>
	Defendant <input type="checkbox"/> Self-Represented Litigant <input type="checkbox"/>

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, 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 _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

2013 OCT 18 AM 9:35
 BY JULIE J. ARMSTRONG
 CLERK OF COURT
 FILED

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: This matter came before the court on October 16, 2013 on Defendants' Motion to Dismiss. Defense counsel presented three grounds for dismissal: res judicata, Plaintiff's lack of standing, and on the grounds a principal may not sue a surety in tort for bad faith or refusal to pay an obligee under a bond.

Because Plaintiff's claims arise out of the same transaction or occurrence that was the subject of the Atlantic Electric case heard and decided by Judge Gergel of the United States District Court, res judicata is an appropriate ground for dismissal.

Plaintiff also lacks standing to bring this suit. Any such claims must be brought by Construction Group, LLC, and not by an individual. One not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff. Hammond Const. Co. v Banks Const. Co., 312 S.C. 422, 424 (Ct. App. 1994). In this case, Mr. Knight is bringing suit as an individual and not on behalf of Construction Group, LLC.

Finally, a principal cannot maintain a suit against a surety for its own default. Masterclean, Inc. v. Star Ins. Co., 347 S.C. 405 (2001). Per Mastercraft, neither the Plaintiff nor his company, Construction Group, may maintain a suit against the surety or its attorneys for acting in bad faith, which is what Plaintiff is attempting to do in this present action.

For the above stated reasons, Defendant's Motion to Dismiss is granted.

Order Information

This order ends does not end the case.

Additional Information for the Clerk : _____

Complete if judgment requires payment of a sum of money or affects title to real or personal property			
JUDGMENT AGAINST PLAINTIFF:		JUDGMENT AGAINST DEFENDANT:	
Judgment Amount	\$ _____	Judgment Amount	\$ _____
Taxable Costs	\$ _____	Taxable Costs	\$ _____

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Frank R. Addy, Jr., Circuit Court Judge

Case No. 2013-CP-10-04560

FILED
2013 DEC 30 PM 3:23
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Bobby Knight,

Appellants,

v.

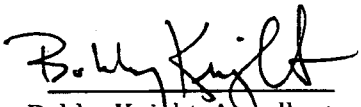
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

PROOF OF SERVICE

Bobby Knight, *pro se*, I certify that I have served the Notice of Appeal Theodore Manos on by depositing a copy of it in the United States Mail, postage prepaid, on December 27, 2013, addressed to their attorney of record: Theodore Manos, % Robertson Hollingsworth & Flynn Law Firm, 177 Meeting Street, Ste 300, Charleston, SC 20401, (843) 723-6470.

Respectfully submitted this 27th day of December 2013.



Bobby Knight, Appellant
3940 Hottinger Avenue
North Charleston, SC 20405
(843) 735-0814

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SC Court of Appeals

ROBERTSON HOLLINGSWORTH & FLYNN, LLC
ATTORNEYS AT LAW

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R. Patrick Flynn
Theodore L. Manos
Paul R. Rahn
Robert J. Cardillo (SC, IL, MI)
Michael E. Wright
Christopher M. Ramsey (SC, GA)
S. Wallace Carnwath, III

Claron A. Robertson
Of Counsel

June 10, 2014

Jenny Abbott Kitchings
Clerk of Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

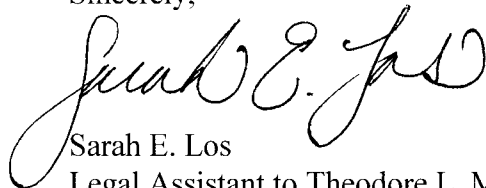
RE: Norman Robert Knight, Appellant, vs. Companion Property and Casualty
Insurance Company of South Carolina; et al., Respondents
Charleston County Case No. 2013-CP-10-45603
Court of Appeals No. 2013-002785

Dear Ms. Kitchings:

Enclosed herewith for filing is the original and seven (7) copies of Respondents' Motion to Dismiss in regards to the above-referenced case. Also enclosed is our firm's check in the amount of \$25.00 representing filing fees for same. Please file the original and return one file-stamped copy to us in the self-addressed, stamped envelope I have enclosed.

Please do not hesitate to contact our office should you have any questions. Thank you very much for your assistance.

Sincerely,



Sarah E. Los
Legal Assistant to Theodore L. Manos

TLM/sel
Enclosures
cc w/ enc.: Norman Robert Knight

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ROBERTSON HOLLINGSWORTH & FLYNN, LLC
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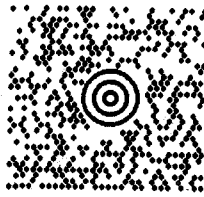
Jenny Abbott Kitchings
Clerk of Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

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