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No. _____

THE STATE OF SOUTH CAROLINA

In The SUPREME COURT

S.C. Supreme Court

PETITION ON A WRIT OF CERTIORARI TO THE COURT OF APPEALS

_____ **2014-002304**
APPELLATE Case No. ~~2013-002785~~

Norman Robert Knight,

Petitioners,

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)

APPENDIX: SCAC RULE 242(e)(2)

- ☒ 1. PETITIONER's NOTICE OF APPEAL
- ☒ 2. PETITIONER's MOTION TO REINSTATE APPEAL
- ☒ 3. CLERK's ORDER TO REINSTATE APPEAL & FILE INITIAL BRIEF } **JUNE 13 2014**
- ☒ 4. PETITIONERS INITIAL BRIEF (SCAC R.208 --DRAFT) }
- 5. RESPONDENT's MOTION TO DISMISS **JUNE 10 2014**
- ☒ 6. PETITIONER's RETURN AND APPENDICIES
- 7. RESPONDENT's SECRETARY OF STATE DOMESTIC CORPORATION FOR CONSTRUCTION GROUP, LLC AS A "JUDICIAL NOTICE DOCUMENT"
- 8. PETITIONER's 2nd RETURN AND APPENDICIES

APPENDIX: SCAC RULE 242(e)(3)

(A copy of the decision of the Court of Appeals on which certiorari is sought.)

9. FINAL APPEAL COURT ORDER was FILED ^{JULY 28}~~October 03~~, 2014

APPENDIX: SCAC RULE 242(e)(4)

(A copy of the petition for rehearing filed in the Court of Appeals and

the Court's ruling on that petition.)

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10. PETITIONER's **PETITION FOR A REHEARING** -- SCAC RULE R.221(a) & (c)

Respectfully submitted this 30th day of October 2014.

Norman Robert "Bobby" Knight, Pro Se Petitioner
3940 Hottinger Avenue
North Charleston, SC 20405
(843) 735-0814

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THE STATE OF SOUTH CAROLINA

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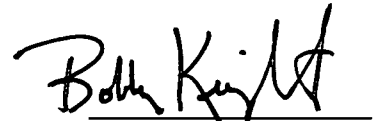
PROOF OF SERVICE

Norman Robert "Bobby" Knight, *pro se*, I certify that I have served :

APPENDIX -- PETITION ON A WRIT OF CERTIORARI TO THE COURT OF APPEALS

to Theodore Manos, Attorney for the Respondents, by depositing a copy of it in the United States Mail, postage prepaid, on June 16th, 2014, addressed to their attorney of record: Theodore Manos, % Robertson Hollingsworth & Flynn Law Firm, 177 Meeting Street, Ste 300, Charleston, SC 29401, (843) 723-6470.

Respectfully submitted this 30th day of October 2014.



Norman Robert "Bobby" Knight, Pro Se Petitioner
3940 Hottinger Avenue
North Charleston, SC 20405
(843) 735-0814

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

APPELLATE Case No. 2013-002785

RECEIVED
JUN 13 2014
SC Court of Appeals

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)

INITIAL BRIEF

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

24

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

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Statement of Issues on Appeal

15. Did the Circuit Court err its first step of its 3-step FORM 4 Order ruling agreed with the Respondents that Norman Robert "Bobby" Knight, as the captioned named plaintiff in this action, was not an attorney and thus could he not represent the Corporation the Respondents named Construction Group LLC and the Court below refusing two reconsiderations as this LLC is NOT a SC corporation; twice denying two (2) motions for reconsideration(s), which showed a history that the Appellant was, in fact, a SMLLC Sole Proprietorship, a single member LLC business entity otherwise the only one proper voice to bring any civil action against these named Respondents for among other causes including Recession in its entirety for the bond contract?
16. Did the Circuit Court err to accept second step FORM 4 ruling, the USDC Order presented by the Respondents was, on its face unenforceable in Charleston County, without the Appellant being given an opportunity at a trial of the facts to show the shortcomings in the creation of that USDC Order and Judgment – while the USDC too failed to recognize that the Appellant was a Sole Proprietor, as was plead in the party description of the Complaint, and not a corporation; there too in the USDC Charleston Division, the Appellant was denied the right to represent his own interests?
17. Did the USDC Charleston Division fail to comply with SC Revenue Ruling #98-11 to correctly identify Construction Group, LLC as a Sole Proprietorship since the federal order was being presented as evidence by the Respondent charging that the Appellant was a corporation?
18. The Court below suppressed the Appellant's Subpoena to FLETC Director, because the Court wrongfully declared that the Appellant was not an attorney in the action; a subpoena served to obtain an un-sanitized copy of a Federal Law Enforcement Training Center's criminal investigation dated February 17, 2011 (received by this Appellant from Glynco GA FLETC FOIA Officer); for when the Appellant received a sanitized copy (a confession stated to Officer Lt. Davis of stealing ~3000 pounds of scrap copper -- an incident reported by the Appellant from the USCG Contract by Atlantic Electric employees).

19. Did the Circuit Court err to accept third step FORM 4 ruling that any bond contract once indemnified by this individual Appellant was so absolute in case law - that even while the Appellant was engaging the Court of Common Pleas to Vacate the entire bond contract capable of showing at a trial of the facts, "that even a fool would not have placed his signature on the written agreement presented by attorneys after a deposition with it's shortcomings (a) like no subpoena was with personally delivery on a person; (b) taken without providing a free copy of the deposition to Bobby Knight, the Appellant, (c) like no USDC Mediation Order and Processes a prerequisites must in the USDC Local Rules; (d) like the lack of the payment of deposition witness fees and mileage twice; but while this Appellant to date has not been allowed to speak overall "with his day in any court" on behalf of his own business entity and future; being its sole proprietorship, the Appellant pleas giving a second use defense **Clean Hands Doctrine** *that after being denied an attachment*; created the USDC Order improperly in the first place defense; yet again being used against this Appellant in Common Pleas of State of SC, in the second place? A conundrum effect denying certain rights of a person.
20. Does the manner of taking of any deposition, that ultimately finds its way into the SC Court of Common Pleas, considerations become challengeable via a 'strict scrutiny' for violations of Substantive Due Process Rights and for non-payment of witness fees to such a degree invalidate the use of the poison fruit of that kangaroo deposition?
21. Does the taking of a deposition via R.30 assuming the entity is a corporation falter when the deposition should have been taken via R.45 when the entity is a sole proprietorship?
22. Does any ORDER against an non-existent SC corporate entity become moot and unenforceable instrument when confirmed the entity was not a corporation?

Statement of the Case

23. The SC Appeals Court ORDER granted permission to this Appellant file the INTIAL BRIEF and Designation of Matter within 30 days of May 14, 2014. The ORDER was received on May 17, 2014 and this pleading is timely with that instruction.

24. The Appellant, Norman Robert "Bobby" Knight owns the Sole Proprietorship named Construction Group LLC a South Carolina based business entity. IT is not a corporation as IT has been treated wrongfully and continuously by these specific Respondents since January 2012 in both Federal and this State Court litigation matters.
25. The Appellant filed a case in Charleston County Common Pleas against these Respondents for **Recission** of the bond contract indemnified by the Appellant, as an individual, for Construction Group LLC, a Sole Proprietorship, and for other related good causes of action. **See Complaint at ¶ No's 5 - 17.1.**
26. The case, **FILED August 5, 2013** was dismissed by Respondent's Motion (R.12) and a Subpoena by the Appellant was quashed based solely on the assertion that the Appellant's business Construction Group LLC was a corporation and that IT must be represented by an attorney only. William Runyon withdrew at USDC without a court order. See Carolina Truck Stop No.20. These SC Courts, including the USDC Court as well, wrongfully applied that stigma about Construction Group LLC as being a corporation and that the Appellant was not an attorney and could not represent IT's interests. The entity, in fact, doing business as Construction Group LLC, has at all times pursuant to this matter and since IT's creation operated as a Sole Proprietorship; IT is identified by the SC Revenue Ruling #98-11 and recognized by The United States Treasury Tax Schedules; The United States Small Business & HUBzone Administration; and same for other exhibits presented to the Court below in the Appellant's Second Motion to Reconsider. (see Record on Appeal). The Respondents misused this "*Bobby Knight is not an Attorney*" defense to completely silence the Appellant from making a defense of **the Clean Hands Doctrine in USDC** and this venomous absolutism was wrongfully and blindly carried over into the **Court of Common Pleas in Charleston County** - the court below.
27. The Honorable Judge Frank Addy presided over all matters in this case. The Appellant timely appeals: (1) the quashing of IT's Subpoena to FLETC GLYNCO for the unsanitized copy of the criminal investigative report by Lt. Davis FLETC CHAS dated February; and (2) the FORM 4 ORDER granting the Respondents a R.12 Dismissal and (3) the two ORDERS that denied the Appellants two Motions for Reconsideration.

First Argument -

Pro Se Representation of Sole Proprietorship

Pro Se having been denied by Court below argument:

28. The Appellant and the USDC **true-Defendant**, Construction Group, LLC as the PROPER ENTITY known only as the Sole Proprietorship, a one owner S.C. SMLLC - Bobby Knight, being timely is seeking to **Appeal the Circuit Court** in the above captioned case as **Charleston County Court of Common Pleas (IT)** lacked a proper venue and jurisdiction **IT** required; **IT** lacks a subject matter jurisdiction over Bobby Knight while considering an entity Construction Group LLC was being *thrashed wrongly* because the Court was assuming this Appellant to be a SC corporation -- all the while, this Appellant and USDC **true-Defendant** was/is a Sole Proprietorship. Inadvertently, a USDC Court ruling(s) that Bobby Knight could not Intervene, that he could not speak except via an attorney limited and restrained in that he could not afford, and this civil action as was commenced and plead **IT violated** this Sole Proprietor (Bobby Knight) of his *due process and fair access* [FN 1,2,& 3] to these Court's proceedings for which he, while being gagged and held defenseless, as a Sole Proprietor, he has been and continues to be aggrieved by this State Court applying decisions unjustly to an assumed *non-existent corporation*.
29. At the Circuit hearing on page 10 line numbers 10 - 15; Mr. Manos, attorney for the Respondents stated; "... *It (Construction Group) needs to get a licensed attorney, because the corporation can't represent itself. It needs to let a licensed South Carolina attorney evaluate that claim, and then bring an appropriate reasonable complaint that is supported by law and fact so we can respond to it.*" ; and
30. Clearly, Mr. Manos's Respondents is now and has been very wrong all along with their legal theory thinking that Construction Group was a corporation and not the sole proprietorship it was.

30.1. Further, a simple check or question or discovery investigation by the Respondents would have taken the whole conversation in the correct direction of Sole Proprietorship for Construction Group, LLC.

31. Judge Addy's did not have any properly plead venue and jurisdiction over the USDC true-Defendant; this Appellant, by just merely calling IT a corporation because the Respondent has done the same error.

31.1. The complaint-claim was filed properly by the Appellant as the owner of the entity Construction Group LLC, which is properly known to the United States and acts as a Sole Proprietorship and a small business concern.

31.2. The bond contract with Companion et al was personally indemnified by this Appellant in January 2011 without any expansion that they could withhold facts and create an agreement that even a fool would not have signed.

31.3. The Appellant did not sign off when so presented a paper a few weeks later.

31.4. In fact, a person has more time to buy a used car than these gang of attorneys allowed about their **"trick tabulation"** of adding the value of the stolen copper to the amount of the original Miller ACT claim, again ; and

31.4.1. without proper permission of the USDC Judge to Amend Atlantic's Miller ACT Complaint-Claim for a greater amount and then by the so called "of giving the Appellant a \$13,000 credit for that dollar amount of the stolen copper." ; and

31.4.2. Where is the missing copper money to the benefit of the Appellant? It simply does not exist. All the statement terms to come is the first admission to the Appellant's ears or eyes that the copper was in fact unlawfully taken and documented by FLETC.

31.4.2.1. It was not until late April 2013 that the Appellant got the FOIA copy of the FLETC Criminal Investigation -- wherein those thieves admitted to their crime against the Appellant to Officer Davis on February 17, 2011.

31.4.2.2. Mr. Manos and his clients had that info and failed disclose it as any fiduciary duty would be obligated to have done in fairness dealings. After all Companion was in the bond contract with Construction Group, LLC and further - if IT did not investigate but only assumed about corporation or sole proprietorship, that fault is not the Appellants.

32. Construction Group LLC is a business entity widely accepted and recognized by (1) the United States Small Business Administration (SBA) as an 8a Concern and (2) a participant to the HUBZone (SBA) program; (3) the United States Treasury Department via the Internal Revenue Service which has always taxed Bobby Knight an Individual for Construction Group LLC, Sole Proprietor shown on all of it's Schedule C forms, while this entity has NEVER paid any corporate taxes and as a corporation, inasmuch, proof certain and undisputable, that the true-Defendant at USDC (the Appellant herein) matter never was and is not a corporate entity; AND (4) As a precedent, previously in 2003 --historically-- in the USDC Charleston Division this true-party, as Sole Proprietor filed as Plaintiff and was allowed to represent *pro se*. Construction Group LLC SMLLC filed a RICO civil action against Companion Property, the insurance company, and we together, **Stipulated a Dismissal** in January 2004. *See Appendix-Exhibits 1; 2; 3 & 4 respectfully attached hereto.*
33. This Court's Orders and Final Judgment was the **fruition** of misrepresentations; a grievous error; a putrid mistake; and a petard-of-injustice haphazardly executed by all the opposing attorneys via their courts-officers-parties-status and Electronic Filing Access to the Clerks convincing the USDC to treat Construction Group LLC entity as a corporation, when in fact; this **true-Defendant** was screaming to be heard about the stolen copper incidents as the Sole Proprietorship, which it is now and always has been since its formation in 2000.
34. As such, the USDC and the Court of Common Pleas, having never expressed any venue or jurisdiction over the **true-Defendant** as the Sole Proprietor, then there has never been a proper claim; a proper order or proper final judgment that is enforceable against Bobby Knight the Sole Proprietor of Construction Group LLC.
35. This Appeal MUST be changed to the favor of the Appellant "Bobby Knight" and his sole proprietorship company, Construction Group, LLC.

Futhermore: **the Supremacy Clause Article VI** reads.

The Constitution and the Laws of the United States which shall be made in Pursuance thereof, and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land.

And the Judges in every State shall be bound thereby, and any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

36. Sole Proprietorship May Proceed *Pro Se* in Federal & State Courts:

From *A. L. Enters. v. Sebron*, 2008 U.S. Dist. LEXIS 100391 (D. Utah Dec. 10, 2008):

Many cases have recognized that although an entity cannot appear *pro se*, an exception exists when an entity is a sole proprietorship, because "a sole proprietorship has no legal existence apart from its owner." [Footnote 3. *United States v. Fox*, 721 F.2d 32, 36 (2d Cir. 1983); *Latanzio v. Galen Institute, Inc.*, 481 F.3d 137, 140 (2d Cir. 2007).] Thus, many courts have held that "sole proprietorships may proceed *pro se* in federal court." [Footnote 4. *United Parcel Serv. v. The Net, Inc.*, 185 F.Supp.2d 274, 279-280 (E.D.N.Y. 2002); *Lowery v. Hoffman*, 188 F.R.D. 651, 653-54 (M.D.Ala. 1999).]

However, **a sensible exception exists when an entity is a sole proprietorship, because "a sole proprietorship has no legal existence apart from its owner."** *United States v. Fox*, 721 F.2d 32, 36 (2d Cir. 1983). Accordingly, many courts have held that "sole proprietorships may proceed *pro se* in federal court." *Kraebel v. N.Y. City Dep't of Hous. Pres. and Dev*, No. 90CIV4391 (CSH), 2002 WL 14364, at * 4 n. 5 (S.D.N.Y. Jan. 3, 2002); *United Parcel Serv. v. The Net, Inc.*, 185 F. Supp. 2d 274, 280 (E.D.N.Y. 2002) ("[T]he sole owner of [a sole proprietorship] can represent [his company] in federal court.").

37. Where any person, similarly situated like "Bobby Knight" here is so aggrieved by any court's orders; appears properly before any Court and asserts that a lack of venue and/or jurisdiction {subject matter} is from a federal question or to object to the presentation of any ORDER from another jurisdiction being used adversely against this Appellant; no statutes of limitations or time tolled or time barred can uphold or exist against him. Stated, **FRCP 12(h)(3)** any orders or judgments wrongfully aggrieving this Sole Proprietorship, the **true-Defendant in the USDC and the Appellant herein**, that were so founded as these previously entered into this case docket and are found to be weightless, unlawful and totally unenforceable

instruments against a non-party such as this sole proprietorship, must be dismissed in the best interest of justice.

37.1. The USDC Order presented to the Court below by the Respondents, is against a corporation and not the sole proprietorship, this Appellant.

38. This is the foundation and legal theory for the Court of Common Pleas to hear, at a trial of the facts, this Appellant's causes for **Recission** in it's entirety about the bond contract with these Respondents. The FORM 4 ORDER(s) from the Court below, Judge Addy, as written against Norman Robert "Bobby" Knight, the Appellant assuming Construction Group LLC to be a corporation are again unenforceable instruments against the Appellant, who is not a corporation in any such manner shape or form.

FRCP 12(h) WAIVING AND PRESERVING CERTAIN DEFENSES. 12(h); (3) *Lack of Subject-Matter Jurisdiction. If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.* { or ORDER *Emphasis added* }

39. WHEREFORE, an equitable, fair and for good causes of justice having been shown herein and since Bobby Knight is the Sole Proprietor, of whom endeavored to speak to this matter many times before and was denied this lawful appearance and jurist-voice and even for his being disallowed by the USDC Clerk Case Manager to file any pleadings as his speech to redress his grievances to the United States Justice System; and Bobby Knight truly being the Sole Proprietor of Construction Group LLC was never summoned that would have commenced¹ this claim against him by the United States of America, for and on behalf of Atlantic Electric LLC (not a S.C. sole proprietorship entity) by their attorney, William Scott, but who did error the same repeatedly along with Companion Property and Casualty Insurance via Paul Rahn

¹ South Carolina Constitution Article 1 Section 3. **Section 3: Privileges and Immunities; Due Process; Equal Protection of Laws** The privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.

- Esq., all *wrongfully orchestrated* in the name of the United States of America denying Bobby Knight of his U.S. Constitution Substantive Due Process Rights and Protections².
40. Resultantly, Bobby Knight as the Sole Proprietor has been litigated against him without his due processes of law³; and Construction Group LLC being '*not proved to be*' a corporation by SC Code or these Federal District Courts, but was '*assumed as such a corporate entity*' which was/is wholly the wrong type of entity to have been prosecuted as a corporation in the name of the United States of America.
41. Bobby Knight - **Sole Proprietor**, as victimized by the Respondents before this honorable United States District Court - Charleston Division for South Carolina appeals its uses in Common Pleas and appeals to **VACATE** all-any of the orders and the final judgment filed against this non-existent entity assumed to be a corporation when in fact it was/is a Sole Proprietorship owned by Bobby Knight - Construction Group LLC; has suffered and been injured and continues to be injured about this entire misapplication and is seeking for a USDC Dismissal Order for all the fair, the just and the good causes shown within this pleading and within the four (4) supporting exhibits affixed hereto.
- 41.1. **This "to be" a corporation or "not to be" a corporation (the sole proprietorship) is now the Primary Pivot Question of this Appeal to the South Carolina Court of Appeals; and**
- 41.2. **Bobby Knight - Sole Proprietor**, has not had it's day in any South Carolina Court to raise two absolute Declaratory Judgment and Affirmative Defenses. FRCP 12(h)(3) and 56(e)(4) supports the **Clean Hands Doctrine** and a Counter-Claim pursuant to the **False Claims ACT defenses. See Appendix -- Exhibits:**
- 41.3. Tax Schedule showing **SOLE PROPRIETORSHIP** for Construction Group; and

² In United States constitutional law, **substantive due process** (SDP) is a principle which allows federal courts to protect certain fundamental rights from government interference under the authority of the due process clauses of the Fifth and Fourteenth Amendments to the Constitution, which prohibit the federal and state governments, respectively, from depriving any person of "life, liberty, or property, without due process of law." That is, substantive due process demarcates the line between, on the one hand, acts by persons of a public or private nature that courts hold are subject to public regulations or legislation, and on the other hand, acts that courts place beyond the reach of governmental interference. Whether the Fifth and/or Fourteenth Amendments were intended to serve this function continues to be a matter of scholarly as well as judicial discussion and dissent.

³ S.C. Constitution Article 1 Section 3 & U.S. Constitution Fifth & Fourteenth Amendments: Substantive Due Process principle.

- 41.4. SBA renewal as a HUBZone letter showing Bobby Knight - Sole Proprietor; &
- 41.5. USA System for Award Management Construction Group LLC profile "Entity Structure" Sole Proprietorship; and
- 41.6. The caption page and settlement page USDC precedent wherein Bobby Knight appeared against Companion Insurance company in the Charleston Division of the USDC as the Sole Proprietor in 2003 and 2004.
- 41.6.1. *No objections were made and what was once done has since been denied unjustly to this Sole Proprietor.*
- 41.6.2. *Companion was the Bond Company appearing via Paul Rahn as their Authorized Agent. He too was same to TRAVELERS as bond agents for Atlantic Electric. A Fiduciary Conflict unheard, too, as the Appellant was barred at the Court below from representing his sole proprietorship interests and causes of action.*

Second Argument -

Court below denied the strict scrutiny challenge of the Respondent's USDC Exhibit

42. The Appellant was not paid twice for witness fees & mileage for USDC R.30 deposition the Respondents used for their benefit at the Court below from the USDC order/judgment makes the deposition and any fruit of the deposition an incomplete due process of law?

ISSUE

Is a party to an action entitled to a witness fee and mileage for attending a deposition?

DISCUSSION

In Perry v. Minit Saver Food Stores, 255 S.C. 42, 177 S.E.2d 4 (1970), this Court answered the precise question before us. There, we held the word "witness," as used in Circuit Court Practice Rule 87, included a party such that the plaintiff was entitled to a witness fee and mileage. We stated, "[w]e are of the view that there is no ambiguity whatever in Rule 87 as to the meaning of the word 'witness' . . . and that the word 'witness' was intended to mean all witnesses whose depositions are taken pursuant to the rule, whether or not the witness, perchance, be a party. The word 'witness' is used at various other places in Rule 87 to denote all witnesses, including parties, without making

any distinction between witnesses who happen to be parties and those who are not.” 255 S.C. at 45, 177 S.E.2d at 5.

Circuit Court Rule 87 was repealed and replaced with Rule 30(a)(2), SCRCP, effective July 1, 1985. The pertinent provision of Rule 30(a)(2) provides, “[a] witness attending any deposition held pursuant to these rules shall receive for each day's attendance and for the time necessarily occupied in going to and returning from the same, \$25.00 per day, and mileage for going from and returning to his place of residence, in the same amounts as provided by law for official travel of state officers and employees.”

The Court of Appeals held that, because other sections of Rule 30(a)(2) differentiate between a witness and a party, the section pertaining to payment of a **witness** fee was just that, requiring payments only to witnesses, but not parties. The Court of Appeals noted that portions of Rule 30(a)(2) set forth certain limitations on depositions, to wit:

A witness (**excluding a party**) may be compelled to attend only in the county in which he resides or is employed or transacts his business in person, or at such other convenient place as is fixed by an order of the court. The second paragraph states: ‘The deposition of any **party or witness** may only be taken one time in any case except by agreement of the parties through their counsel or by order of the court for good cause shown.

354 S.C. at 496-497, 581 S.E.2d at 849-850 (emphasis in original). Because the first paragraph of the rule deals with witnesses and excludes parties, and the second paragraph deals with **both** witnesses and parties, the Court of Appeals concluded that the third paragraph, dealing with payment of **witness** fees, applied only to witnesses and not to parties. *Id.* at 497, 581 S.E.2d at 850. This holding is in direct conflict with this Court’s opinion in *Perry*, holding that for purposes of the rule requiring payment of a witness fee, a party is a witness as well as a party.

Moreover, the Court of Appeals overlooked the fact that former Circuit Court Rule 87, upon which this Court relied in *Perry*, contained the **identical** provisions as Rule 30(a)(2). Rule 87(A) specifically stated that “[a] witness (**excluding a party**) may be compelled to attend only in the county in which he resides or is employed or transacts his business in person, or at such other convenient place as is fixed by an order of the Court.” The rule went on to state that, “[t]he deposition of any party or witness may only be taken one time in any case except by agreement of the parties through their counsel or by order of the Court for good cause shown.” We nonetheless held in *Perry* that a party witness is entitled to mileage and a witness fee. Accordingly, the Court of Appeals erred in holding Perry inapplicable to this case.

We hold a party to an action who is required to attend a deposition is entitled to a witness fee and mileage pursuant to Rule 30(A)(2). The Court of Appeals’ opinion is reversed.

REVERSED.

MOORE, A.C.J., PLEICONES, J., and Acting Justices Edward B. Cottingham and Donna S. Strom, concur.

....

Two (2) Citations from SC Revenue Ruling #98-11 B.Maybank, Director:

In 1997, Code §12-2-25(B) was added to clarify the tax treatment of single member limited liability companies.

(B) Single-member limited liability companies which are not taxed for South Carolina income tax purposes as a corporation...will be ignored for all South Carolina tax purposes.

Individual is Only LLC Member. If an individual is the only member of a single member LLC and the individual did not elect for federal purposes to have the LLC treated as a corporation, then it is treated as a sole proprietorship. The income from the LLC is reported on the single member's Form SC1040 - South Carolina Individual Income Tax Return.

Third Argument -

Is it constitutional for a SMLLC to declare a Derivative Action standing if

IT is wrongfully declared a corporation vice a Sole Proprietorship?

Appellant's 1ST MOTION TO RECONSIDER at the Court below:

43. The Appellant moved the Court below to RECONSIDER & AMEND it's Form ORDER of DISMISSAL dated 18 October 2013 in this matter as follows.

44. Judge Addy, was asked to reconsider and amend the FORM 4 Order addressing 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 LLC⁴, furthermore "lacks the power to act" due to the 'shutdown' of

⁴ 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;

business caused by the very judgment this case sought a rescission about; and because Plaintiff Bobby Knight⁵ 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.

45. Bobby Knight should have been entitled to plea his State Court case for the following good and just reasons:
- 45.1. Bobby Knight inherited the "bad faith behavior" Judgment by USDC Judge Gergel from these Respondents that my State Court Complaint termed them wholly, as the Suretyship.
- 45.2. 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.
- 45.2.1. Charleston County is where [it] would have to be enforced against Bobby Knight, only as the personal guarantor of the bond in question.
- 45.3. 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 – Appellant's behalf.
- 45.3.1. USDC Judgment enforcements belongs to the Charleston County Courts, SC.
- 45.4. The rescission of the bond contract entirety 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

⁵ 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.

Judgment from Charleston County Records as a failure by the Suretyship to apply the **Clean Hands Doctrine**; as it can easily be proven that the said instrument was obtained with a "bad faith behavior effort" harming this single-member Plaintiff (then) & the Appellant (now).

- 45.4.1. The Respondents dirty hands negates the so called consent agreement R.30(j) and the bonds contract-agreement indemnification as the Respondents 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.
46. Bobby Knight must take this derivative action for a rescission of the results of the asserted unprotected misconducts of and by these Respondents.
- 46.1. This individual standing is compliant with SCRPC R.23(b)(1). in our SC State Court and is more adaptable in the FRCP 23⁶ as well.
- 46.2. The Plaintiff's (then) Appellant (now) protections against 'bad behavior' of the Suretyship should not have extended beyond and into the 'bad behavior and bias' that existed between Travelers and Atlantic Electric and Respondent 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.
- 46.3. These bonding contracts are SC State contract law, it is not a Miller ACT Law USDC jurisdiction. This **Complaint** is FILED is with a proper jurisdiction and venue.
47. A **Rescission ORDER**, as is sought by Bobby Knight, is not the seeking a "tort" finding by a State court. It is an Equity Claim arguing the vitality of any agreements or those enforcements.
- 47.1. Thus, Materclean, Inc v Star, Ins. (SIC) Mastercraft(?) should not have attached when the neglect was seeded as a failure to disclose the dual-bonding as Authorized Agent relationships by the Respondents. This is an obvious misconduct with in "any reasonable man's legal due process expectations."
- 47.2. The Appellant cannot be reasonably be expected to be subjected to this kind of conflict, where one agent person and one agent person alone speaks for two entities

⁶ 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.

(clients) in the same legal conflict. This was the reason the USDC attorneys plan was to ignore the stolen copper issue altogether. A *civil conspiracy* in and of itself.

47.3. There is a distinct difference between that which is a Plaintiffs right to seek Rescission and any Respondent's prerequisite-defenses to torts.

47.3.1. 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

47.3.1.1. 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.

47.3.1.2. The Plaintiff is the victim seeking a 'redress' in his civil action as he has been injured by the USDC Courts' R.30 manipulations [that should have been R.45] for this Appellant's status as a Sole Proprietorship entity. It is ascertainable beyond that the USDC Order/Judgment presented by the Respondents can not exist notwithstanding the false USDC Local Rule mediation breach and lack of the payment of witness fees and mileage (twice) by Respondents Authorized Agents Paul Rhan and his partnership and his clients, whom assert a privilege not otherwise duly earned by the shortcomings of Atty William Scott for Atlantic Electric in the Little Tucker Miller ACT claim judgement presented as Res Judicata in this matter.

47.4. The **Complaint** groups the Respondents and names them as the Suretyship.

47.5. 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 about the Res Judicata assertions.

47.6. The Plaintiff-Appellant, '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 even if a corporation then "lacked the power to act". This is a must take

derivative action for a Rescission of the results take in the Court below and of the asserted protected-misconduct in Charleston County South Carolina of the Respondents. The Respondents are not protected for their misconduct against the Appellant by way their bias with preventing a claim while protecting the Travelers bond from being claimed against their more prestigious clients, who "admittedly stole the copper and breached that Appellant's bonded contract" with the United States Coast Guard resulting in a series of failures and shortcomings about the **Clean Hands Doctrine and the Miller ACT Claim**.

47.6.1. *{Emphasis added} In other words, the Respondents assertions all along have been that the Appellant cannot tell about the theft of copper and other breaches because only an attorney can speak to the South Carolina Court(s) in his behalf. This effort was wrong and malicious and it prejudiced the Appellant and was a collusion to be deemed as a corporation and to not be properly deemed as the sole-proprietorship that Construction Group LLC is and has functioned as since 2000.*

47.7. The Respondents bonding contract with the Appellant began before the USDC Miller ACT Claim and continues long after - until the Rescission Defense is adjudicated by Bobby Knight. This bonding contractual relationship is more a State jurisdiction and venue than a federal question. The Complaint is proper by the Appellant in the Court below.

47.8. WHEREFORE The Appellant asked 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, Norman Robert "Bobby" Knight acted in and on his own behalf in the filing of Knight v Companion et al matter now on this Appeal . A substantive basic right which does exist for the Appellant as is allowed by ALL the Court's Rules and Statutes and Precedents with this proper jurisdiction and venue in South Carolina and the United States of America; and by:

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

And 28 U.S.C. 1654 et seq. Definitions - Party.

between these same parties. (as a SMLLC). It appears that these parties or Court below 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 Respondents. **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 pro se filed. Norman Robert "Bobby" Knight is the **"successor in interest" when Construction Group LLC is unable to function no matter what kind of business entity is assumed to exist.**

47.10.1.6. 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.

48. **NEW (HISTORICAL) FACTS & SUMMARY: Law and Analysis.** There are two (2) additional documents the Plaintiff presents, for the Court to review and consider, attached hereto. They are:

48.1. ... 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 40 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 barr (this was the second reason by Judge Addy to dismiss).

48.2. The litigation history between these parties is contrary to the case precedents plead by the Defendants (then) Respondents (now) 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(then) & Appellant(herein) identified in the 2003 USDC

matter is the same Plaintiff, Bobby Knight, to the matter before Judge Addy's Court today:

48.3. **2nd Motion for Reconsideration Exhibits:** Items No.s 1(a); 1(b); &

2 page excerpts:

First page @USDC Dkt Entry No. 1

Item No.1(a): ... 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,"..

Second page @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.

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

48.5. 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 (then) & Appelant (now) an **Equal Opportunity Court Access** to resolve this most recent series of disputes in the civil action known as Charleston County Court of Common Pleas, civil action No. 2013-CP-10-04560, Knight v. Companion Property et al.

48.6. **WHEREFORE: 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 of consideration and a strict interpretation of the precedent set in the 2003 USDC Complaint. If[t] was filed *pro se* for the same Plaintiff's (then) company's losses and injury; and, with a FRCP 40 compromise (settlement) that was achieved to the satisfaction of all parties.

48.6.1. That which was an applicable insurance dispute in January 2004 is a rationale resolves for October 2013 civil action, and likewise for a SMLLC like Construction Group, LLC. {see the 2003 USDC Dkt Entry(s) 1 & 19}

Conclusion

49. The Appellant has shown that he filed his civil action in a timely manner in the Charleston County Court of Common Pleas against the Respondents. It was an error for the Court below to assume automatically from the Respondents assertions and to deny the Appellant's two Motions for Reconsideration. The Appellant has shown by clear and convincing proof that he can and should be allowed to perform *Pro Se* as the Sole Proprietor of Construction Group LLC. That the Appellant did so successfully against these same group of Respondents even that they have new attorneys 9+ years later than the attorneys used in the USDC Charleston Division in 2003-2004. The Appellant properly can represent himself as and his sole proprietorship business entity in any court proceeding in America. This appeal is that in this instant case and the USDC Court at Charleston Division, the Appellant was denied appearing Pro Se for himself and his Sole Proprietorship, Construction Group LLC; thereby wrongfully setting off the string of reasons referred to as the Court below's second and third rationale used by the Court below to wrongfully dismiss R.12 the Complaint.; and

50. The Appellant was blindsided like a trial ambush, being given the Respondents folder of exhibits and arguments Memorandum after the hearing started in October 18, 2013 began asserting by the Respondents, a claim of Res Judicata about the USDC Order against the corporation that wrongfully names Construction Group, LLC while the same Appellant was wrongfully prevented from appearing Pro Se to intervene at USDC and block the use of the Miller ACT Claim via the Clean Hands Doctrine – while it can be shown the attorneys in that USDC matter withheld from the Court the 'stolen copper' hoping and agreeing among

themselves and Atlantic Electric not to speak about that copper issue at all... and that at a R.30 deposition that is burdened with its own Substantive Due Process violations about that depositions creation and misuses. Respondent's Authorized Agent for Companion (and Travelers for Atlantic Electric) Paul Rhan is and was not a USDC Certified Mediator; nor did he obtain the required USDC Order to perform a mediation; or to follow the Local Rules of the USDC; nor did the deposition provide the Appellant with a free copy of his deposition and the thirty day review period. (they asked for a \$1000 deposit). The USDC Ruben Order and the Final Judgment against the non-existent corporate entity they named as Construction Group, LLC was the poisoned fruit they misused while circumventing the Appellant's protections set forth in Perry v. Minit Saver Food Stores, 255 S.C. 42, 177 S.E.2d 4 (1970). The statement by the Appellant that said "yes" on that record, even it could be used as it was not paid for by the deponents and the Respondents... resulted in a Written Agreement that "any fool would not have signed." ; AND

51. **The South Carolina Supreme Court** holds the absolute, sole and exclusive authority over ALL Courts in this State as IT controls all Judges, Attorneys and such representation and behavior of these Officers of the Courts; and resultantly;
52. Over all judgments that come into South Carolina through the Charleston County Courts from any other jurisdictions which are subject to "**a strict scrutiny**" before any "use or enforcement" against any citizen of the State of South Carolina. The Appellant asserts that his right was denied by virtue of not being allowed to proceed *pro se*; that then causing the Appellant to not be allowed to argue to the Court below about the FLETC Motion to Quash the Subpoena because he was not an attorney and denied the Subpoena which was rightfully issued and correctly delivered giving the un-sanitized copy of the FLETC Criminal Investigation Report dtd February 17, 2011. A document that was available to the Respondents since 2011, but not this Appellant, and was withheld at the times pertinent to this dispute (having received a redacted FOIA copy in April 26, 2013; and
53. And that the Appellant, has every right to seek a Recission of its name on any contract for the good and just reasons so stated in the **Complaint at ¶ No's 5 – 17.1.; and**

THEREFORE: It is a just, fair and for a good causes shown to reinstate Knight vs. Companion Property et al. 2013-CP-10-04560 as it did not require the Appellant (*Pro Se*) to be an attorney to file this action as an individual natural person. (28 U.S.C. § 1654). The Appeal should be

granted and the Order(s) of Judge Frank Addy MUST be VACATED allowing the civil action to proceed.

Respectfully submitted this 6th day of June 2014.

BY: Bobby Knight

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

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

APPELLATE Case No. 2013-002785

Bobby Knight,

Appellants,

v.

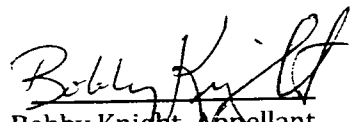
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

CERTIFICATE RULE 209(c)

Bobby Knight, *pro se*, I certify that this **Designation of Matter** contains no matter which is irrelevant to the appeal.

Respectfully submitted this 10th day of June 2014.


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

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

APPELLATE Case No. 2013-002785

RECEIVED
JUN 13 2014
SC Court of Appeals

Bobby Knight,

Appellants,

v.

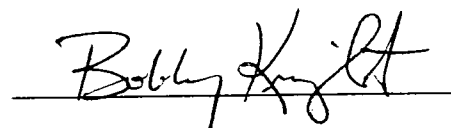
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

DESIGNATION OF MATTER - Rule 209

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Designation of Matter	Page
Complaint - Knight v Companion et al #2013 CP 10 4560	
Dft Motion to Dismiss or Strike	
Subpoena - FLETc	
Motion for FLETc Subpoena Order - 30AUG2013	
Ltr & GMail FLETc Gen. Counsel - 28AUG2013	
Dft Motion to Dismiss or Strike- Memoandum FILED 16Oct'13	
FORM 4 ORDER Oct 18, 2013	
Plts Motion to Reconsider	
FORM 4 1st denied ORDER Nov 13, 2013	
Plts 2nd Motion to Reconsider	
FORM 4 2nd denied ORDER Dec , 2013	
NOTICE of APPEAL	
Hrg transcript Oct 16, 2013, hrg	
USDC Case No. 2 03 3165 18AJ (2004)	
SC Revenue Ruling #98-11 06MAY1998	
DHS Ltr dtd April 26, 2013	
FLETc Criminal Investigation Rpt 17FEB2011	
US Gov Sys Award Mgmt Entity Record	
SBA HUBZone Ltr - B.Knight = Sole Proprietor	
Construction Grp IRS Sch C = Sole Proprietor	



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
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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

APPELLATE Case No. 2013-002785

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Bobby Knight,

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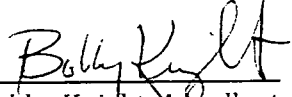
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

PROOF OF SERVICE

Bobby Knight, *pro se*, I certify that I have served **INITIAL BRIEF AND Designation of Matter** to Theodore Manos, Attorney for the Respondents, by depositing a copy of it in the United States Mail, postage prepaid, on June __, 2014, 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 10th day of June 2014.


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

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

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

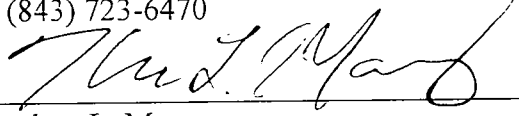
Wells Fargo Center

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))

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

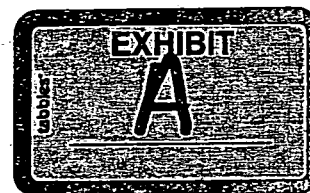
(843) 735-0814

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

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



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

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 SCRCF; and

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

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

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

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

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

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

3.1.4. a Breach of Fiduciary Contract Bond Provisions;

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

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

¹ To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages proximately resulting from the wrongful conduct of the defendant. RFT Mgmt. Co. v. Tinsley & Adams 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 Doctrine"³ 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)**

2013 AUG 30 PM 2:14
J. J. ARMSTRONG
CLERK OF COURT

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), SCRCp, 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.



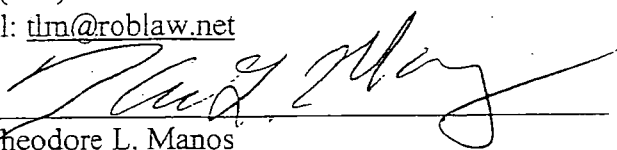
In the event the Court denies the Defendants' Motion to Dismiss, Defendants seek in the alternative that certain, prejudicial portions of the Complaint be stricken pursuant to Rule 12(f) SCRPC and that pursuant to Rule 12(e) SCRPC the Plaintiff be required to set forth a more definite statement as to 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)

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Insurance Company of South Carolina)

Robertson Hollingsworth & Flynn with)

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and for a

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FILED
2013 AUG -5 AM 9:15
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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 Doctrine"³ 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

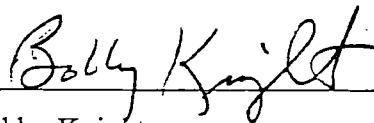
18. The Plaintiffs PRAY for an Injunction against the Suretyship; and
19. The Plaintiffs PRAY for Damages for the malicious and intentional damages and harmful injuries to Plaintiff Knight caused by the Suretyship; and
- 19.1. For an AWARD of Actual Damages in an amount to be to be determined; and
-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

A handwritten signature in cursive script, appearing to read "Bobby Knight", written over 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)

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
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

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

BY

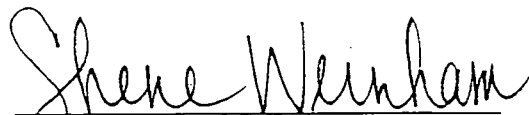
JULIE J. ARMSTRONG
CLERK OF COURT

2013 AUG 30 PM 2:14

FILED

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

COUNTY OF CHARLESTON

Norman Robert "Bobby" Knight

Plaintiffs,

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 NO.: 2013-CP-10-4560

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: SEE ATTACHED
Address:

phone: fax:
e-mail: other:

Defendant's Attorney: SEE ATTACHED
Address:

phone: 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: Motion to Dismiss or in the Alternative Motion to Strike and for More Definite Statement

Estimated Time Needed: 30 minutes 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.

Signature of Attorney for Defendant

Date submitted

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$25.00
☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support
(check reason) ☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ 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:
☐ Other:

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the
attached order.
☐ 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

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:
JUDGEAttorney for
Defendant:☐ Plaintiff☐ 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), SCRCp; ☐ Rule 41, SCRCp (Vol. Nonsuit); ☐ Rule 43(k), SCRCp (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCp; ☐ 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 _____

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.

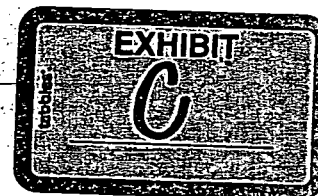
Finally, a principal cannot maintain a suit against a surety for its own default. Masterclean, Inc. v. Star Ins. Co., 347 S.C. 405 (2001). Per Mastercraft, neither the Plaintiff nor his company, Construction Group, may maintain a suit against the surety or its attorneys for acting in bad faith, which 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 \$ _____
Interest \$ _____
Other: \$ _____
Total Amount to be Enrolled: \$ _____

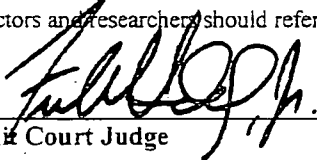
Attorney's Fees \$ _____
Interest \$ _____
Other: \$ _____
Total Amount to be Enrolled: \$ _____

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

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

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

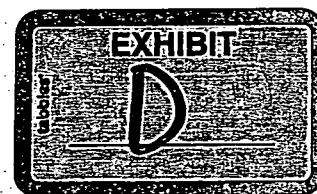
CASE NUMBER 2013-CP-10-4560

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

FILED
2013 OCT 29 AM 9:05
JAMES ARMSTRONG
CLERK OF COURT

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

2/10



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.

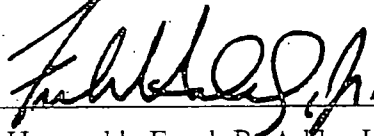
Although it is not necessary to reach the other arguments asserted by the Defendants, the Court agrees that the proper plaintiff to assert the causes of action plead by the Plaintiff is the



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)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

NINTH JUDICIAL CIRCUIT

CASE NO.: 2013-CP-10-4560

Bobby Knight)

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff,)

vs.)

Companion Property & Casualty et al)

Defendant.)

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: Motion and Notice of Motion for Reconsideration

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.

Bobby Knight
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

25 October 2013

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCPP)

☐ 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: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

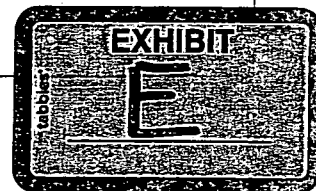
Date: _____

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
Robertson Hollingsworth & Flynn with	)	for RECONSIDERATION
Paul R. Rahn as an individual & Partner;	)	and to AMEND
Defendants. (Suretyship)	)	

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 SCRCRCP R.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.**

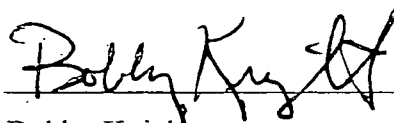
3.7. The Defendants bonding contract with the Plaintiff began before the USDC Miller ACT Claim and continues long after - until the Rescission Defense is adjudicated by Bobby Knight. The relationship is more a State jurisdiction and venue than a federal one.

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:

A handwritten signature in black ink, appearing to read "Bobby Knight", written over a horizontal line.

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

Schedule C
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

OMB No. 1545-0074

2012

Attachment
Sequence No. 09

- 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.) ► City, town or post office, state, and ZIP code	3940 HOTTINGER AVE NORTH CHARLESTON SC 294057018
F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►	
G Did you "materially participate" in the operation of this business during 2012? If "No," see instructions for limit on losses	☒ Yes ☐ No
H If you started or acquired this business during 2012, check here	☐ Yes ☒ No
I Did you make any payments in 2012 that would require you to file Form(s) 1099? (see instructions)	☐ Yes ☒ 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 Depreciation
13 Depreciation and secl. 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, c
b Other
17 Legal and professional sei
28 Total expenses before ex
29 Tentative profit or (loss). E
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 li
• If you checked 32a, er
on Schedule SE, line-
trusts, enter on Form
• If you checked 32b, ye

For Paperwork Reduction Act

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

REDACTED

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	☐ 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 _____

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	\$ _____

FILED

2013 OCT 18 AM 9:35

BY JULIE J. ARMSTRONG
CLERK OF COURT

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,)

vs)

Companion Property and Casualty)

Insurance Company of South Carolina)

Robertson Hollingsworth & Flynn with)

Paul R. Rahn as an individual & Partner;)

Defendants. (Suretyship))

Case No.: 2013- CP- 10 - 4560

CERTIFICATE OF SERVICE

Motion & Notice of Motion

for RECONSIDERATION

and to AMEND

FILED
2013 OCT 28 AM 11:09
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

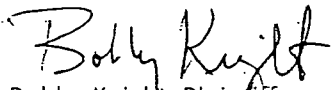
RE: Knight v Companion et al 2013-cv-10-04560

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 ☐	Attorney for 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

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:

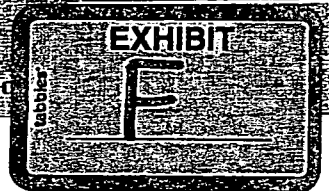
This matter comes before the court on Plaintiff's motion for reconsideration of the court's order dated October 16, 2013. The court has reviewed the motion for reconsideration and the court's prior order, and the court finds no reason to alter or amend its prior order. Accordingly, the order of October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

Order Information

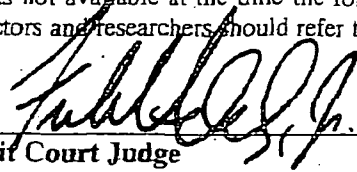
This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

Complete if judgment requires payment of a sum of money or affects title to real or personal property		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.		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
dwnld' 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.	
 Signature of Attorney for ☒ Plaintiff / ☐ Defendant 23 November 2013 Date submitted	
SECTION III: Motion Fee	
☒ PAID - AMOUNT: \$ 25.00 ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ 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: _____ ☐ 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. ARRASTRONG
 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 its 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 40 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:

Exhibits: 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 :

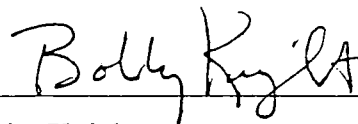
A **Case Law Doctrine Argument**, especially when between these two identical parties in Charleston County Court of Common Pleas No. 2013-CP-10_04560 Knight v Companion Property et al was contrary when compared to the United States District Court -- Charleston South Carolina No. 2 03 3165 18AJ Knight 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 *cm*

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

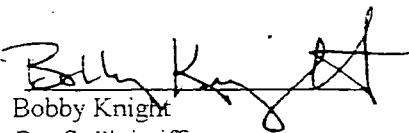
STIPULATION OF DISMISSAL

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

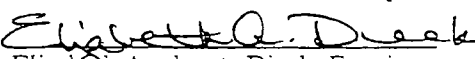
WE SO STIPULATE.

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

I SO MOVE:


Bobby Knight
Pro Se Plaintiff

WE CONSENT:

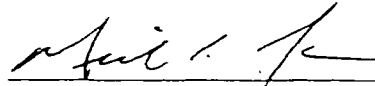
Haynsworth Sinkler Boyd, P.A.

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. 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.

C O M P L A I N T
Civil Action No.
2 03 3165 18AJ
And M O T I O N
for an EMERGENCY HEARING
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

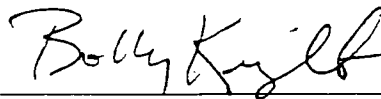
CERTIFICATE OF SERVICE

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
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

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

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 _____

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:

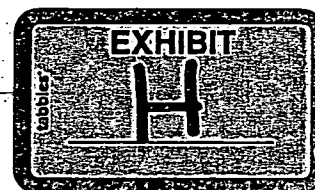
This matter comes before the court on Plaintiff's second motion for reconsideration dated November 23, 2013. Plaintiff asserts that, because the federal courts permitted him to represent the interests of his corporation in their courts, this court should allow the same in state court. This court remains 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 : _____

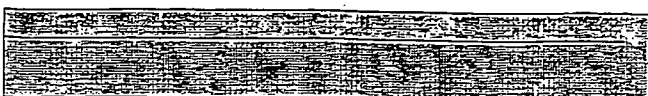


Complete if judgment requires payment of a sum of money or affects title to real or personal property

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

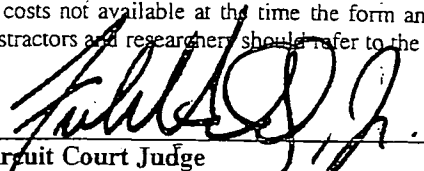
If applicable, describe the property, including tax map information and address, referenced in the order: _____

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


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 3:23
CLERK OF COURT
CHARLESTON COUNTY
BY _____

Bobby Knight,

Appellants,

v.

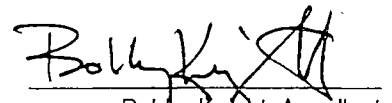
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

NOTICE OF APPEAL

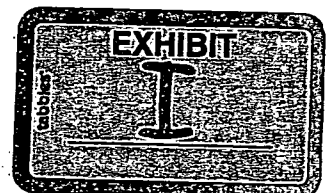
Bobby Knight, *pro se*, appeals against the judgment of the Honorable Judge Frank Addy Entered 02th day of December 2013 and mailed 04th December 2013. Appellant received written notice of the entry of this judgment placed in the courts mail on 04th December 2013 on or about 07 December 2013.

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 ☐
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), SCRCP; ☐ Rule 41 SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ 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

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. Harmond 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	\$ _____

FILED

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

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

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
CLERK OF COURT
JAMES L. FLYNN

Bobby Knight,

Appellants,

v.

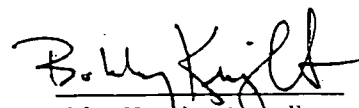
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

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

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

APPELLATE Case No. 2013-002785

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)

Appellant's Return to the Motion to Dismiss the Appeal

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

RECEIVED

JUN 18 2014

SC Court of Appeals

(6)

I. Appellant's Actual Status: FACTS, BACKGROUND, PROCEDURES:

I.a. Opening Statement of the Appellants INITIAL BRIEF: as of June 11, 2014:

Statement of the Case (*Excerpted in part*)

23. The SC Appeals Court ORDER granted permission to this Appellant file the INITIAL BRIEF and Designation of Matter within 30 days of May 14, 2014. The ORDER was received on May 17, 2014 and this pleading is timely with that instruction.
24. The Appellant, Norman Robert "Bobby" Knight owns the Sole Proprietorship named Construction Group LLC a South Carolina based business entity. IT is not a corporation as IT has been treated wrongfully and continuously by these specific Respondents since January 2012 in both Federal and this State Court litigation matters.
25. The Appellant filed a case in Charleston County Common Pleas against these Respondents for **Rescission** of the bond contract indemnified by the Appellant, as an individual, for Construction Group LLC, a Sole Proprietorship, and for other related good causes of action. **See Complaint at ¶ No's 5 - 17.1.**
26. The case, **FILED August 5, 2013** was dismissed by Respondent's Motion (R.12) and a Subpoena by the Appellant was quashed based solely on the assertion that the Appellant's business Construction Group LLC was a corporation and that IT must be represented by an attorney only. William Runyon withdrew at USDC without a court order. See Carolina Truck Stop No.20 requires a written order for attorneys to withdraw. No USDC order exists. These SC Courts, including the USDC Court as well, wrongfully applied that stigma about Construction Group LLC as being a corporation and that the Appellant was not an attorney and could not represent IT's interests. The entity, in fact, doing business as Construction Group LLC, has at all times pursuant to this matter and since IT's creation operated as a Sole Proprietorship; IT is identified by the SC Revenue Ruling #98-11 and recognized by The United States Treasury Tax Schedules; The United States Small Business & HUBzone Administration; and same for other exhibits presented to the Court below in the Appellant's Second Motion to Reconsider. (see Record on Appeal). The Respondents misused this "*Bobby Knight is*

not an Attorney" defense to completely silence the Appellant from making a defense of **the Clean Hands Doctrine in USDC** and this venomous absolutism was wrongfully and blindly carried over into the **Court of Common Pleas in Charleston County** – the court below.

27. The Honorable Judge Frank Addy presided over all matters in this case. The Appellant timely appeals: (1) the quashing of IT's Subpoena to FLETC GLYNCO for the unsanitized copy of the criminal investigative report by Lt. Davis FLETC CHAS dated February; and (2) the FORM 4 ORDER granting the Respondents a R.12 Dismissal and (3) the two ORDERS that denied the Appellants two Motions for Reconsideration.

I.b. BEGIN the Appellant's Return to Respondent's Motion to Dismiss the Appeal. SCAC R.240(e).

The Respondents' Motion to Dismiss the Appeal comes without a "Notice of" a Motion to the Appellant: A SCAC R.240 pleading.

All the Appellants Motions at the Court below did give the Respondents a Notice of and Motion together and both Motions to Reconsider sought relief and had a combined result from Judge Addy to allow the Appellant to appear *pro se*. The Notice also invited the Respondents *"to file a response within 10 days when the Plaintiff will begin to move for a rehearing on the matter, if you are so minded."* No responses to the Plaintiff were given on either Motion.

A more similar motion was also prepared and sent to the United States District Court Chief Judge who placed my corporation vs sole proprietorship argument before the USDC about its ORDER and JUDGMENT Mr. Manos flaunts before this appeal court – like Mr. Manos did at the Court below. A USDC Motion is pending and is a part of the USDC Record. [See Appellant's Return to Motion **EXHIBIT "B"** attached hereto] Having not yet been heard, and based upon the same here for lack of subject matter jurisdiction, the presentation technically does not and cannot exist now that it is exposed and timely challenged.

There can be no res judicata where there is no subject matter jurisdiction over a NON EXISTENT corporation and party not so named in a case. Nor can a tolling be tabulated.

The Respondents have filed their new Motion to Dismiss the Appeal (signed June 10, 2014) after the Court of Appeals had ORDERED (May 14, 2014 & received by the Appellant May 17, 2014) that the INITIAL BRIEF and Designation of Matter are to be filed. [See Appellant's Return to Motion **EXHIBIT "A"** attached hereto]

The Appellant asserts that this Motion to Dismiss the Appeal is identical to the R.12 Motion to Dismiss the Complaint at the Court below and if allowed circumvents the whole Appeal due processes. IF continued and not DENIED, then the Motion to Dismiss – that does not address the SCAC ORDER GRANTING the Appellant time for delivering to the Clerk the INITIAL BRIEF of the Appellant and Designation of Matter. Mr. Manos is not compliant with SCAC R. 240(e) and R.221

The Appellant filed the SCAC R.240 Motion & Notice of Motion for a Docket Correction [*about an oversight from a SCAC Clerk's Administrative Order Dismissing the Appeal for not filing the INITIAL BRIEF and Designation of Matter w proof of having to wait an extraordinary amount of time for the transcript of October 16, 2013*] with Appellant's Proof of Service upon the Respondents counsel, Mr. Manos. The Appeal Court determined pleading was "*to reinstate the appeal*" and GRANTED the ORDER that this Appellant is allowed thirty (30) days [*thereby restarting the Appeal Rules process*] for the filing of the **INITIAL BRIEF and Designation of Matter** to timely follow. The SCAC Clerk was charged and delivered a copy of the ORDER to Mr. Manos for the Respondents at the same time and manner as to Mr. Knight, the Appellant.

Mr. Manos for the Respondents technically '**abandoned**' any and all rights to raise a **Rehearing of this Appeals reinstatement ORDER dated May 14th, 2014 of the SCAC** [See Appellant's Return to Motion **EXHIBIT "A"** attached hereto] , and

... when Mr. Manos did not Return to the proper Motion of the Appellant; especially by him (Manos) having knowledge of same with Proof of Service of both (1) the Appellant's SCAC Motion; and (2) the service of the Court of Appeals ORDER May 14th 2014 [See Appellant's Return to Motion **EXHIBIT "A"** attached hereto] already establishing the procedures forward:

He (Mr. Manos) set in movement more confusing delays and allows an “**Equitable Tolling**” in favor of this Appellant.

SCAC R.240(e) Mr. Manos filed no Return to the Appellant’s Motion.

(e) Return to Motion. Any party opposing a motion or petition shall have ten (10) days from the date of service thereof to file an original and six (6) copies of his return with the clerk and serve on all parties a copy of the return; provided, however, a return to a petition or motion for rehearing under Rule 221 need not be filed unless requested by the court. The court may in its discretion enlarge or limit the time for filing the return. The provisions of Rule 240(c) shall apply to a return. **Failure of a party to timely file a return may be deemed a consent by that party to the relief sought in the motion or petition.**

SCAC R.240(f) Mr. Manos had not taken the interest nor the time to file a **Return**; then this Appellant could have filed a **Reply** instead of this lengthy Appellant’s Return to Mr. Manos’ Motion to Dismiss the Appeal -- which is out of procedural steps with **SCAC R.221 Rehearing** from the May 14th 2014 SCAC ORDER. It is unfair and unjust to rehash a matter that, in and of itself, in the meat of the entire appeal... while the Court has ordered next steps which had already begun the initial briefing of countdown days.

R.240(f) Reply. The moving party shall have five (5) days from the date of service of a return to file an original and six (6) copies of a reply with the clerk and serve on all parties a copy of the reply. The provisions of Rule 240(c) apply to a reply.

The Respondents’ **Motion to Dismiss the Appeal** circumvents the Law of the Case and it must be **DENIED with all Due Prejudices in favor of the Appellant.**

Mr. Manos’s R.240 New instant Motion thwarts the meaning and intent guided by R.221 if he is allowed “to simply drive around” his NO RETURNS policy of practicing the law: and in so doing the Appellant is being burdened and prejudiced unfairly. Resultantly, causing the extra expenses of these appeal to go higher and higher; and all because Mr. Manos did not file a Rehearing to the ORDER of May 14, 2014. [See Appellant’s Return to Motion **EXHIBIT “A”** attached hereto]

RULE 221
REHEARING AND REMITTITUR

(a) Rehearing. Petitions for rehearing must be actually received by the appellate court no later than fifteen (15) days after the filing of the opinion, order, judgment, or decree of the court. A petition for rehearing shall be in accordance with Rule 240, and shall state with particularity the points supposed to have been overlooked or misapprehended by the court.

SCAC R.221 – Mr. Manos has tried to supplement the record with his Motion to Dismiss the Appeal; when, in fact, his only proper recourse to the ORDER of May 14th[See Appellant's Return to Motion **EXHIBIT "A"** attached hereto] - at this stage of the proceedings – would have been to have filed a **Petition for a Rehearing of the Appellants GRANTED Motion** that of which, Mr. Mano **did not file a Return** to same Appellant's Motion in the first place; which means that the Respondents' own "Failure of a party to timely file a return may be deemed a consent by that party to the relief sought in the motion or petition" to the Briefs being filed as ORDERED. The time between the SCAC ORDER on May 14th and the Respondents Motion to Dismiss the Appeal on June 10th far exceeds the (15) days of time allotted by R.221(a) to Mr. Manos.

The Respondents Motion to Dismiss the Appeal attempts to confuse and it clearly circumvents the **Law of the Case**. Its attempt to a Failure about SCAC R.221(a) does not include *do-overs* for Mr. Manos' misusing a New Motion to Dismiss the Appeal SCAC R.240 and Exhibits that would have been more appropriately-applicable at his INTIAL BRIEF of the RESPONDENTS or had Mr. Manos been timely --- when the Rehearing of the May 14th ORDER was issued, **Additionally, R.221** states: "and shall state with particularity the points supposed to have been overlooked or misapprehended by the court." When, Mr. Manos's missing Return: the "shall state with particularity the points supposed to have been overlooked or misapprehended by the court" when there was No Return by Mr Manos listing points of contention about the Appellants Motion and the Motion was easily considered "consented to" by Mr. Manos anything about his client's only opportunity to speak on these issues about the ORDER that he did not Return too. This conundrum of

behavior prejudices this Appellant. If allowed and not DENIED, this judicial behavior is just plain wrong and unfair and manipulative dealing with the Courts about the Rules.

In fact, as a “point of continuing-contentions” or the lack thereof; about any Appellant presentations at all, Mr. Manos had filed no RESPONSE(s) to the Appellant’s First Motion to Reconsider and to the Appellant’s Second Motion to Reconsider at the Court below. [Respondents Exhibited them herein] Hon. Judge Addy made his combined and consecutive ruling(s) and after the Appellant received the Notice of Judgment/Order on December 7, 2013 as so it would be then like, there is this one case can only have one Judgment?

SUMMARY: Then the **Notice of Appeal** from any ORDER or Final Judgment of the Courts below, is how the Rules guide us. Mr. Manos is “*the pot calling the kettle black.*” His duty was to present a **Rehearing** of the May 14th 2014 SCAC ORDER [See Appellant’s Return to Motion **EXHIBIT “A”** attached hereto] even while he did not file a RETURN to Knight’s Motion. Mr. Manos’ duty, as an Officer to the Courts, is not make the same arguments with a New Motion to Dismiss the Appeal that likens the R.12 Motion to Dismiss actually being appealed from the Court below – when his open procedural window was to timely file a Return to (the Appellants Motion) that by then/now had/has already been GRANTED and the appealed case is moving forward without any proper timely SCAC **R.221 Rehearing** either.

The Notice of Appeal was timely perfected by the Appellant.

The Notice of Appeal and Proof of Service and the \$100 fee being paid then causing the SCAC Deputy Clerk who issued the January 27, 2014 Letter [*a part of the case docket*] giving the Appeal its own Case Number, as is captioned above.

Furthermore; Mr. Manos made **No Return** or a **Motion to Dismiss the Appeal** before the Courts May 14, 2014 ORDER nor even timely made a **Motion for Rehearing** timely thereafter; a credibility argument as to **WHY?** Mr. Manos has intentionally left out this extremely important procedural fact and Court’s ORDER document completely out of his SCAC R.240 section titled “**I. FACTUAL AND PROCEDURAL BACKGROUND**” with Respondents Exhibits when the Deputy Clerk had delivered a copy of this most important ORDER to all

counsel of record and the Appellant? [See Appellant's Return to Motion **EXHIBIT "A"** attached hereto]

Res Judicata not an "iron clad" bar – a Return Argument:

Appellants Defense to *res judicata* of USDC Order/Judgment Exhibited herein:

In order for *res judicata* to operate as a bar to [the Appellant's (Knight's pro se) Complaint and Appeal from Judge Addy's ORDERS,] {emphasis added} the following elements needed to be proven by the [Respondents at their Motion to Dismiss the] Appeal: **(1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit.** Riedman Corp. v. Greenville Steel Structures, Inc., 308 S.C. 467, 419 S.E.2d 217 (1992).

The Respondent had not done a proper investigation as an Officer of the Court before appearing and deciding or filing their claim in either the USDC and or same the Court of Common Pleas in Charleston; Mr. Manos would have easily concluded that Construction Group LLC is NOT a corporation; IT is a Sole Proprietorship, always professing the same since the USDC Motion to Intervene as a Pro Se party about his sole ownership of Construction Group, LLC. The Respondents' Motion to Dismiss the Appeal does not satisfy the first, second and third requirements at Law as to (1) identity of the part(y)ies; and (2) subject matter jurisdiction; and (3) a {complete} adjudication of the issue in the former suit [USDC Exhibit]; all three of which; has not been correct about this Appellant.

The series of three form ORDER(s) by Hon Judge Addy at the Court below are weighed against a **Non Existent Corporation** and none of these are found to be against any proper existing natural person, entity or interested party. The *res judicata* assertion also has its own hurdles that the Respondents cannot get over, under or sneak around to enforce against this Appellant.

Restating herein, another way, what has been attempted by this Appellant in ALL of his *pro se* pleadings timely served upon the Respondents, the Court below and this Appeal Court, to show; Construction Group LLC is and always has been a Sole Proprietorship – which is clearly stated in the Appellant's INTIAL BRIEF signed June 10, 2014 Mailed to all parties and the SCAC Clerk marked as RECEIVED June 13, 2014. An ORDER of any kind, USDC and even the set

from Judge Addy at the Court below – are without subject matter jurisdiction over Construction Group LLC the Sole Proprietorship as its sum the arguments of the Appeal.

The Respondents Motion to Dismiss the Appeal argues something about the **tolling of time** between the Form 4 ORDER of Judge Addy October 18, 2013 [followed by an Order dated October 23, 2013] and then Appellants first and second Motions and Notice of Motions for Reconsiderations filed continuing for his right to appear *pro se* can support the burden of a true **Equitable Tolling**. It can and has been shown that an Order of any kind and from any time and or place if utterly void and moot without subject matter jurisdiction over a party.. Certainly, when this Appeal substantiates that an Order against a NON EXISTANT corporation is one without any subject matter jurisdiction and then the Respondents will have failed to meet the three (3) **Standards for Review** prerequisites. The Respondents simply do not have the identity of the Appellant correct and for this – all their assertions of success against Construction Group LLC as a corporation are but errs against Construction Group LLC SMLLC Sole Proprietorship. Their judgments and orders from the Courts below are worthless at law and in equity.

Our courts, however, have found that the doctrine of *res judicata* is not an "**ironclad**" bar to a later lawsuit. Garris v. Governing Bd. of the South Carolina Reinsurance Facility, 333 S.C. 432, 449, 511 S.E.2d 48, 57 (1998).

It is axiomatic that an order entered by a court without subject matter jurisdiction is utterly void. Coon v. Coon, 356 S.C. 342, 347, 588 S.E.2d 624, 627 (Ct.App.2003). aff'd as modified, 364 S.C. 563, 614 S.E.2d 616 (2005). Moreover, a lack of subject matter jurisdiction may be raised at any time. Hallums v. Bowens, 318 S.C. 1, 3, **428 S.E.2d 894**, 895 (Ct.App.1993). Additionally, a court lacking subject-matter jurisdiction cannot enforce its own decrees. *Id.*

III. Equitable Tolling: Argument

The Respondent raised the issue of Tolling of the Times between the Appellant's two Motions to Reconsider at the Court below. It is not the Appellants error that no one below will allow him to speak long enough or to seek the proof of evidences that Construction Group LLC is the Sole Proprietorship business entity of Mr. Knight, and IT is not a corporation as it has been treated, wrongfully and maliciously to prevent this correction.

On this **Appellant's Return to the Motion to Dismiss the Appeal** Mr. Knight is asking this Court of Appeals to first consider Mr. Knight's argument that the alleged "statute of limitations" should be equitably tolled for faults and confusions that are, were and are still is being created by these Respondents own hands the assertions that Construction Group LLC is a corporation and not allowed to speak *pro se*. The Appellant asserts he was entitled for "all" to rely upon the public records and that the Respondent's failures to name correctly and to treat Knight properly as a SBA 8(a) entity and Sole Proprietorship as is the designation of a SMLLC registered agent with the South Carolina Secretary of State; as is required by state laws thwarted this Appellants repeated attempts to effect this certain understanding upon the attorneys and the Court below; the Respondents; and even the USDC Charleston Division {pending Motion for same review}; all the while, an array of other Federal and State Agencies; SDCOT, Governor's Small Business Certified all documented that Construction Group LLC is a Sole Proprietorship business entity concern.

This Appellant asserts that, under all these circumstances, it would be inequitable for the Respondent to be allowed to benefit from its own erroneous conduct by obtaining a complete dismissal of these Appeal claims. This Court of Appeals should agree as similarly done...

This Appellant has **diligently pursued** his causes through the courts aside from all the difficulty, resistance, inaction and lack of responses before now from these Respondents.

*{All is better outlined in the INTIAL BRIEF of the Appellant and Designation of Matter signed June 10 and filed June 13, 2014. } **But, this effort and expense by the Appellant has to be done right now as a Return is due filed in 10 days vice the approximately 45 days when the Appellant's Brief and Record on Appeal were scheduled, expected and family budgeted as were set to be due" in the SCAC Clerk's Offices.**

III. Equitable Tolling Legal Analysis - an Argument (cont'd)

The Court of Appeals affirmed. Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 377 S.C. 217, 659 S.E.2d 213 (Ct. App. 2008). We granted Hooper's petition for a writ of certiorari to review the decision of the Court of Appeals.

"Tolling" refers to suspending or stopping the running of a statute of limitations; it is analogous to a clock stopping, then restarting." 51 Am. Jur. 2d Limitation of Actions § 169 (2000). "Tolling may either temporarily suspend the running of the limitations period or delay the start of the limitations period." Id.

South Carolina law provides for tolling of the applicable limitations period by statute in certain circumstances. See S.C. Code Ann. § 15-3-30 (2005) (stating exceptions to the running of the statute of limitations when the defendant is out of the state); id. § 15-3-40 (providing exceptions for persons under a disability, including being underage or insane).

In addition to these **statutory tolling mechanisms**, however, "[i]n order to serve the ends of justice where technical forfeitures would unjustifiably prevent a trial on the merits, the doctrine of equitable tolling may be applied to toll the running of the statute of limitations." 54 C.J.S. Limitations of Actions § 115 (2005). "Equitable tolling is a nonstatutory tolling theory which suspends a limitations period." Ocana v. Am. Furniture Co., 91 P.3d 58, 66 (N.M. 2004).

Equitable tolling is judicially created; it stems from the judiciary's inherent power to formulate rules of procedure where justice demands it. Rodriguez v. Superior Court, 98 Cal. Rptr. 3d 728 (Ct. App. 2009). "Where a statute sets a limitation period for action, courts have invoked the equitable tolling doctrine to suspend or extend the statutory period 'to ensure fundamental practicality and fairness.'" Id. at 736 (citation omitted).

The party claiming the statute of limitations should be tolled bears the burden of establishing sufficient facts to justify its use. Ocana, 91 P.3d at 65; see also 54 C.J.S. Limitations of Actions § 115 ("The party who seeks to invoke equitable tolling bears the devoir of persuasion and must, therefore, establish a compelling basis for awarding such relief.").

It has been observed that "[e]quitable tolling typically applies in cases where a litigant was prevented from filing suit because of an extraordinary event beyond his or her control." Ocana, 91 P.3d at 66. However, jurisdictions have considered tolling in a variety of contexts and have developed differing parameters for its application.[6] See, e.g., Irby v. Fairbanks Gold Mining, Inc., 203 P.3d 1138, 1143 (Alaska 2009) ("Under the doctrine of equitable tolling, when a party has more

than one legal remedy available, the statute of limitations is tolled while the party pursues one of the possible remedies.”); Abbott v. State, 979 P.2d 994, 998 (Alaska 1999) (“Federal precedent equitably tolls the limitations period in three circumstances: (1) where the plaintiff has actively pursued his or her judicial remedies by filing a timely but defective pleading; (2) where extraordinary circumstances outside the plaintiff’s control make it impossible for the plaintiff to timely assert his or her claim; or (3) where the plaintiff, by exercising reasonable diligence, could not have discovered essential information bearing on his or her claim.” (footnotes omitted)); Kaplan v. Morgan Stanley & Co., __ A.2d __, __ (Vt. 2009) (2009 WL 2401952) (**“Equitable tolling applies either where the defendant is shown to have actively misled or prevented the plaintiff in some extraordinary way from discovering the facts essential to the filing of a timely lawsuit, or where the plaintiff has timely raised the same claim in the wrong forum.”** (citing Beecher v. Stratton Corp., 743 A.2d 1093, 1098 (Vt. 1999)); cf. Machules v. Dep’t of Admin., 523 So. 2d 1132, 1134 (Fla. 1988) (**stating the doctrine of equitable tolling, unlike equitable estoppel, does not require deception or misrepresentation by the defendant; rather, it serves to ameliorate the harsh results that sometimes flow from a strict, literalistic application of administrative time limits**)).

In our view, the situations described above do not constitute an exclusive list of circumstances that justify the application of equitable tolling. “The equitable power of a court is not bound by cast-iron rules but exists to do fairness and is flexible and adaptable to particular exigencies so that relief will be granted when, in view of all the circumstances, to deny it would permit one party to suffer a gross wrong at the hands of the other.” Hausman v. Hausman, 199 S.W.3d 38, 42 (Tex. App. 2006). Equitable tolling may be applied where it is justified under all the circumstances. We agree, however, that equitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use.

We have previously tolled a statute of limitations based on equitable considerations. In Hopkins v. Floyd’s Wholesale, 299 S.C. 127, 382 S.E.2d 907 (1989), a workers’ compensation case, we tolled the running of the statute of limitations for the time that the employee was induced by the employer to believe the claim would be taken care of without filing a claim (the “reliance period”). In reaching this result, we considered two methods of treating the claim: (1) requiring that the claim be filed a “reasonable time” after the reliance period, or (2) tolling the statute of limitations during the reliance period. Id. at 129, 382 S.E.2d at 908-09. We held the better rule was to toll the running of the statute of limitations during the reliance period, as this “rule estopping employers from asserting the

statute of limitation[s]" provided greater certainty and gave the employee the greatest benefit of the equitable rule. Id. at 130, 382 S.E.2d at 909.

In Schriber v. Anonymous, 848 N.E.2d 1061 (Ind. 2006), a widow brought medical malpractice and wrongful death claims arising out of the death of her husband. The widow encountered difficulties in effecting timely service because the defendant, a healthcare facility, failed to file a certificate of assumed name for its business designation and to conspicuously post its facility license in public view as required by state law. Id. at 1063. The Indiana Supreme Court, while deciding the case on another basis, observed that the proper procedure should have been for the court to judicially toll the expiration of the applicable limitations period for the time that the defendant's actions hindered the plaintiff's discovery of the proper entity name and thus delayed her attempt to effect service. Id. at 1063-64.

In the current appeal, we find Ebenezer's failure to properly list its registered agent for service with the Secretary of State as required by state law hindered Hooper's pursuit of service.[7] Although Ebenezer argues it is entitled to the dismissal of Hooper's action because she should have pursued alternative means of service, such as publication or service upon the Secretary of State, nowhere in Ebenezer's arguments does it acknowledge the obvious fact that the need for alternative means of service was caused by Ebenezer's own failure to supply the correct information regarding its agent to the Secretary of State as required by law. In fact, as Hooper noted in her brief, though several years had passed, Ebenezer still had not supplied the name of an appropriate agent for service of process to the Secretary of State at the time this case was initially brought before our Court. Hooper was entitled to rely on the public records and she diligently pursued service on what turned out to be a nonexistent agent. Thus, it is not equitable that Ebenezer be the beneficiary of the drastic consequence of a dismissal.

Moreover, it is important to note that a party utilizes these alternative methods of service only after first exercising reasonable or due diligence to effect service on an individual or agent. See e.g., S.C. Code Ann. §§ 15-9-710 & -730 (2005) (providing that when an individual or corporate agent, respectively, cannot be located in this State after the exercise of due diligence, service may be had by publication once this fact has been established by affidavit to the satisfaction of the court); id. § 33-44-111 (2006) (stating if an agent for a limited liability company cannot be found after the exercise of reasonable diligence, service may be had upon the Secretary of State).

In this case, Hooper first tried to effect service upon the agent named by Ebenezer at the address it supplied to the Secretary of State. When that was unsuccessful, Hooper hired a private investigator, who found a personal address for the agent. Hooper contacted the Lexington County Sheriff's Department on numerous occasions and was told that service was being made. She was not notified until one month after the running of the statute of the limitations that service had been unsuccessful because the whereabouts of the agent could not be determined.

Hooper finally was able to effect service after the statute of limitations had run, only after she exercised reasonable and due diligence to serve Ebenezer's agent. Under Rule 3(a)(2), SCRCP, even if the limitations period has run, service may still be effected if it is accomplished within 120 days of filing of the summons and complaint. Unfortunately, Hooper was approximately one week past the 120 days. Thus, under the unique circumstances of this case, we conclude it is appropriate to equitably toll the statute of limitations for the time Hooper spent in pursuit of Ebenezer's nonexistent agent.

Finally, we note that public policy and the interests of justice weigh heavily in favor of allowing Hooper's claim to proceed. The statute of limitations' purpose of protecting defendants from stale claims must give way to the public's interest in being able to rely on public records required by law.

CONCLUSION

As a matter of law and public policy, we reverse the trial court's grant of summary judgment in favor of Ebenezer and remand for further proceedings consistent with this opinion.[8]

IV. CONCLUSION -- RETURN to MOTION - R.240(e)

Identity of the Appellant (a party): This is what this very appeal is all about.

The asserted corporation Constuction Group LLC has not ever and does not exist and any orders any judgments against IT are "utterly void; Moot and that Jurisdiction can be raised at any time." This alone is sufficient causation to **DENY** the Respondents New Motion to Dismiss the Appeal.

The Respondent argues for *res judicata*, *tolling* and *subject matter jurisdiction*, while the Appellant argues that neither are an “**iron clad**” bar to the Appellant’s Claims and Complaints against the Respondents, their bad behavior and unclean hands. There is no corporation called Construction Group LLC and Equitable Tolling is justice as the errors and confusion and delays caused by the Respondents “*failure to return*” to the Appellants Motion(s) have created its own “**supersedeas bar**” now the **Law of this Case** [SCAC ORDER - May 14, 2014] which already written must apply in favor of the Appellant.

The Court below’s error is that the Respondents have managed to wrongfully convince the Court(s) below that Construction Group LLC was a corporation – and now trying upon this Appeals Court the same – without one single shred of proof other than a few attorneys colluding, conspiring and repeating this assertion and are acting maliciously on that uninvestigated presumption(s) as far back as the USDC matter. The have cheated the judicial system to get an advantage of the higher plateau; but this behavior is now checked.

The Appellant’s **INITIAL BRIEF and Designation** has been signed June 10, 2014 and filed as **RECEIVED** on June 13th, 2014 via the SCAC ORDER dated May 14 2014 which allowed it and when completed (will) include those documents and Exhibits from the SC Department of Revenue Ruling #98-11; DoD; IRS; SBA and HUBZone that Construction Group, LLC is, in fact, a **sole proprietorship** and has been compliant as one since FY 2000.

It is shameful, that this *pro se* Appellant has to attach documents right now this very minute, all herein a 10 day Return R.240 time limit; when the standard briefing process already initiated by the SCAC ORDER of May 14th, 2014 granted the Appellant at least 45 days to prepare and label and attach the Record on Appeal.... Resultantly, the Appellant is being “unduly burdened and prejudiced” simply because Mr. Manos cannot seem to follow the Rules that have now set the Law of the Case by the May 14th 2014 ORDER for the filing of Briefs, which had/has begun.

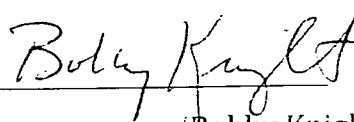
The **United States Supremacy Clause** will require that identical finding(s) throughout the SC Court System as well as the USDC Charleston Division about Construction Group LLC and Bobby Knight for being able to appear *pro se* about Construction Group LLCs interests.

In fact, In 2003, these same parties in this Appeal were at the USDC with a suit brought by the Appellant *pro se* against Companion. Not one *pro se* objection was raised then and the suit was dismissed via a consent and Joint Stipulation in January 2004, signed by all attorneys for the several defendants and this *pro se* Appellant.

Prayer for Relief: The Appellant *pro se* also requests that the Court not only **DENY** the Respondents Motion to Dismiss the Appeal, but to **AWARD** the costs and expenses that any law firm might be granted for similar work against these Respondents. And, too, for any other just and fair judgment that will attempt make this Appellant whole once again.

Respectfully submitted this 16th day of June 2014.

BY: _____



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

Counsel of Record:

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% Robertson Hollingsworth & Flynn Law Firm
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Charleston, SC 20401
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The South Carolina Court of Appeals

Norman Robert Knight, Appellant,

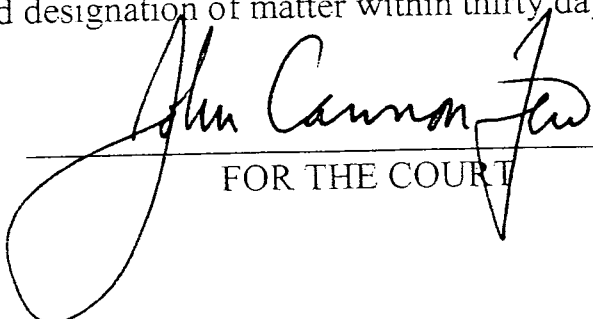
v.

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

Appellate Case No. 2013-002785

ORDER

Appellant has filed a "motion to correct clerk's docket," which we construe as a motion to reinstate this appeal. Appellant's motion is granted. Appellant shall serve and file his initial brief and designation of matter within thirty days.


FOR THE COURT

Columbia, South Carolina

cc:

Norman Robert Knight
Theodore Luke Manos, Esquire

FILED

5/14/14

Appellant's Return To Motion
Exhibit "A"

US DISTRICT CT COLA, SC

Construction Group LLC is accepted and recognized by (1) the United States Small Business Administration (SBA) as an 8a Concern and (2) a participant to the HUBZone (SBA) program; (3) the United States Treasury Department via the Internal Revenue Service which has always taxed Bobby Knight an Individual for Construction Group LLC, Sole Proprietor shown on all of it's Schedule C forms, while this entity has NEVER paid any corporate taxes and as a corporation, inasmuch, proof certain and undisputable, that the true-Defendant never was and is not a corporate entity; AND (4) As a precedent, previously in 2003 --historically-- in this USDC Charleston Division this true-Defendant, as Sole Proprietor filed as Plaintiff and was allowed to represent *pro se*. Construction Group LLC SMLLC filed a RICO civil action against Companion Property, the insurance company, and we together, Stipulated a Dismissal in January 2004. *See Appendix-Exhibits 1; 2; 3 & 4 respectfully attached hereto.*

This Court's Orders and Final Judgment was the **fruition** of misrepresentations; a grievous error; a putrid mistake; and a petard-of-injustice haphazardly executed by all the opposing attorneys via their courts-officers-parties-status and Electronic Filing Access to the Clerks convincing the USDC to treat Construction Group LLC entity as a corporation, when in fact; this **true-Defendant** was screaming to be heard as the Sole Proprietorship, which it is now and always has been since its formation.

As such, the USDC, having never expressed any venue or jurisdiction over the **true-Defendant** as the Sole Proprietor, then there has never been a proper claim; order or final judgment that is enforceable against Bobby Knight the Sole Proprietor of Construction Group LLC. Having no prerequisite FRCP 8 perfected, this motion before the USDC to Vacate the Docket to reflect a Dismissal of the claim in the name of the United States of America MUST be changed to the favor of Bobby Knight and his sole proprietorship company.

Futhermore: **the Supremacy Clause Article VI** reads.

The Constitution and the Laws of the United States which shall be made in Pursuance thereof, and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land. And the Judges in every State shall be bound thereby, and any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

Citations and Arguments

Sole Proprietorship May Proceed *Pro Se* in Federal Court:

From *A. L. Enters. v. Sebron*, 2008 U.S. Dist. LEXIS 100391 (D. Utah Dec. 10, 2008):

Many cases have recognized that although an entity cannot appear *pro se*, an exception exists when an entity is a sole proprietorship, because "a sole proprietorship has no legal existence apart from its owner." [Footnote 3. *United States v. Fox*, 721 F.2d 32, 36 (2d Cir. 1983); *Latanzio v. Galen Institute, Inc.*, 481 F.3d 137, 140 (2d Cir. 2007).] Thus, many courts have held that "sole proprietorships may proceed *pro se* in federal court." [Footnote 4. *United Parcel Serv. v. The Net, Inc.*, 185 F.Supp.2d 274, 279-280 (E.D.N.Y. 2002); *Lowery v. Hoffman*, 188 F.R.D. 651, 653-54 (M.D.Ala. 1999).]

However, **a sensible exception exists when an entity is a sole proprietorship, because "a sole proprietorship has no legal existence apart from its owner."** *United States v. Fox*, 721 F.2d 32, 36 (2d Cir. 1983). Accordingly, many courts have held that "sole proprietorships may proceed *pro se* in federal court." *Kraebel v. N.Y. City Dep't of Hous. Pres. and Dev*, No. 90CIV4391 (CSH), 2002 WL 14364, at * 4 n. 5 (S.D.N.Y. Jan. 3, 2002); *United Parcel Serv. v. The Net, Inc.*, 185 F. Supp. 2d 274, 280 (E.D.N.Y. 2002) ("[T]he sole owner of [a sole proprietorship] can represent [his company] in federal court.").

Where any person, similarly situated like Bobby Knight here is so aggrieved by any court's orders; appears properly before a Court and asserts that a lack of venue and/or jurisdiction {subject matter} is in a federal question; no statutes of limitations or time tolled or time barred can uphold or exist against him. Stated, **FRCP 12(h)(3)** any orders or judgments wrongfully aggrieving this Sole Proprietorship, the **true-Defendant**, that were so founded as these previously entered into this case docket and are found to be weightless, unlawful and totally unenforceable instruments against a non-party such as this sole proprietorship, must be dismissed in the best interest of justice.

FRCP 12(h) WAIVING AND PRESERVING CERTAIN DEFENSES. 12(h); (3) Lack of Subject-Matter Jurisdiction. If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.

WHEREFORE, an equitable, fair and for good causes of justice having been shown herein and since Bobby Knight is the Sole Proprietor, of whom endeavored to speak to this matter many times before and was denied this lawful appearance and jurist-voice and even for his being disallowed by the USDC Clerk Case Manager to file any pleadings as his speech to redress his grievances to the United States Justice System; and Bobby Knight truly being the Sole Proprietor of Construction Group LLC was never summoned that would have commenced¹ this claim against him by the United States of America, for and on behalf of Atlantic Electric LLC (not a S.C. sole proprietorship entity) by their attorney, William Scott, but who did error the same repeatedly along with Companion Property and Casualty Insurance via Paul Rahn Esq., all *wrongfully orchestrated* in the name of the United States of America denying Bobby Knight of his U.S. Constitution Substantive Due Process Rights and Protections².

Resultantly, Bobby Knight as the Sole Proprietor has been litigated against him without his due processes of law³; and Construction Group LLC being '*not proved to be*' a corporation by SC Code or these Federal District Courts, but was '*assumed as such a corporate entity*' which was/is wholly the wrong type of entity to have been prosecuted as a corporation in the name of the United States of America.

Bobby Knight - Sole Proprietor, the movant before this honorable United States District Court - Charleston Division for South Carolina to **VACATE** all-any of the orders and the final judgment filed against this non-existent entity assumed to be a corporation when in fact it

¹ South Carolina Constitution Article 1 Section 3. **Section 3: Privileges and Immunities; Due Process; Equal Protection of Laws** The privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.

² In United States constitutional law, **substantive due process** (SDP) is a principle which allows federal courts to protect certain fundamental rights from government interference under the authority of the due process clauses of the Fifth and Fourteenth Amendments to the Constitution, which prohibit the federal and state governments, respectively, from depriving any person of "life, liberty, or property, without due process of law." That is, substantive due process demarcates the line between, on the one hand, acts by persons of a public or private nature that courts hold are subject to public regulations or legislation, and on the other hand, acts that courts place beyond the reach of governmental interference. Whether the Fifth and/or Fourteenth Amendments were intended to serve this function continues to be a matter of scholarly as well as judicial discussion and dissent.

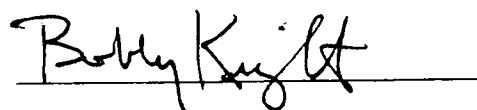
³ S.C. Constitution Article 1 Section 3 & U.S. Constitution Fifth & Fourteenth Amendments: Substantive Due Process principle.

was/is a Sole Proprietorship owned by Bobby Knight - Construction Group LLC; has suffered and been injured and continues to be injured about this entire misapplication and is seeking for a USDC Dismissal Order for all the fair, the just and the good causes shown within this pleading and within the four (4) supporting exhibits affixed hereto.

Bobby Knight - Sole Proprietor, has not had it's day in Court to raise two absolute Declaratory Judgment and Affirmative Defenses. FRCP 12(h)(3) and 56(e)(4) supports the **Clean Hands Doctrine** and a Counter-Claim pursuant to the **False Claims ACT defenses**.

Bobby Knight -Sole Proprietor, PRAYS now for this USDC to GRANT this Motion to VACATE & DISMISS the case and for whatever other relief the Court deems proper and just.

Respectfully Submitted this 27 day of February 2014.



Bobby Knight, Sole Proprietor, *Pro Se*
for true-Defendant, Construction Group LLC
3940 Hottinger Avenue
North Charleston, SC 29405
(843) 735-0814

Appendix -- Exhibits:

1. Tax Schedule showing SOLE PROPRIETORSHIP for Construction Group LLL.; and
2. SBA renewal as a HUBZone letter showing Bobby Knight - Sole Proprietor; and
3. USA System for Award Management Construction Group LLC profile "Entity Structure" Sole Proprietorship; and
4. The caption page and settlement page USDC precedent wherein Bobby Knight appeared against Companion Insurance company in the Charleston Division of the USDC as the Sole Proprietor in 2003 and 2004.
 - a. *No objections were made and what was once done has since been denied unjustly to this Sole Proprietor.*
 - b. *Companion was the Bond Company appearing via Paul Rahn as their Authorized Agent. He too was same to TRAVELERs bond agents for Atlantic. A Conflict unheard, too.*

1/22/14

System for Award Management

Construction Group, LLC

DUNS: 022300557 CAGE Code: 1UG14

Status: Active

Newly Registered: 12/16/2013

DUNS: 022300557

Entity Record

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

PRINT

Current Record

VIEW HISTORICAL RECORD

DUNS Number:
D&B Legal Business Name:
Doing Business As:

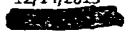
022300557
Construction Group, LLC
(none)

Core Data

[\[Expand All\]](#) | [\[Collapse All\]](#)

Business & TIN Information:

Business Information:

Business Start Date: 10/01/2000
Fiscal Year End Close Date: 12/31
Company Division Name:
Company Division Number:
Corporate URL:
Congressional District: 6
Registration Date: 04/09/2002
Activation Date: 12/16/2013
Expiration Date: 12/14/2014
Renewal Date: 12/14/2013
MPIN: 

Physical Address:

Address Line: 3940 Hottinger Ave
City: North Charleston
State/Province: SC
Country: UNITED STATES
ZIP/Postal Code: 29405 - 7018

Mailing Address:

Address Line: 3940 HOTTINGER AVE
City: NORTH CHARLESTON
State/Province: SC
Country: UNITED STATES
ZIP/Postal Code: 29405 - 7018

Sensitive Identifiers:

EIN: 571116850

IRS consent:

Tax Payer Name: CONSTRUCTION GROUP LLC
Address Line 1: 3940 HOTTINGER AVE
Address Line 2:
City: NORTH CHARLESTON
State: SC
Country: UNITED STATES
ZIP/Postal Code: 29405
Type of Tax: Applicable Federal Tax
Tax Year: (Most Recent Tax Year) 2010
Name of Individual Executing Consent: BOBBY KNIGHT
Title of the Individual Executing Consent: PRESIDENT
Signature: BOBBY KNIGHT
TIN Consent Date: 02/27/2011

CAGE/NCAGE Code

CAGE: 1UG14

General Information

Country of Incorporation: UNITED STATES
State of Incorporation: SC
Company Security Level: Government Confidential
Highest Employee Security Level: Government Confidential

Business Types

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

EXHIBIT (1)



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 02/11/2014

U.S. Small Business Administration

Bobby Knight - Sole proprietor
CONSTRUCTION GROUP, LLC
3940 HOTTINGER AVE,
North Charleston, SC, 29405-7018

Dear Bobby Knight:

Welcome to the HUBZone Program!

I am pleased to advise you that effective this date your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at http://dsbs.sba.gov/dsbs/search/hdp_searchhubzone.cfm. Congratulations! This certification will remain in effect until the HUBZone area that impacts your firm's eligibility, ceases to be designated as such. <http://www.sba.gov/content/hubzone-maps>.

The HUBZone Office now offers assistance via an interactive conference call at 888-858-2144, access code 3061773# (pound symbol), where we can respond to your general questions and concerns in real-time. Please visit our website at <http://www.sba.gov/hubzone>, for additional information regarding HUBZone application assistance office hours and calendar of topics to be discussed.

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the SAM and DSBS information systems. For your firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your SAM or DSBS information, please go to the SAM Help Desk at <https://www.fsd.gov/app/answers/list>.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern (that may affect its continued eligibility) you must notify the HUBZone Program by sending an e-mail to H2MCN@sba.gov. Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your SAM and DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and might subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your SAM and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we have significantly increased our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be subject to any or all of the following initiatives designed to verify the ongoing eligibility of certified concerns:
 - SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program, or voluntarily withdraw
 - SBA requiring your concern to submit updated documentation similar to the information and documents you provided to obtain initial certification in order to verify that you remain eligible for the program
 - If you should receive a HUBZone contract, SBA requiring your concern to demonstrate that it was eligible for the program both at the time of its initial offer and award
 - SBA making unannounced site visits to any or all of your concern's locations to verify the accuracy of any information provided to SBA

NOTE THAT ANY SBC FOUND TO MISREPRESENT ITSELF MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although your status as a certified HUBZone small business concern greatly improves your access to Federal contracts, this certification does not guarantee contract

EXHIBIT (2)

awards. Your ability to research contracting opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (<http://www.sba.gov/gcclassroom>) provides valuable information on Federal contracting. (Please note that while your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.)
- SBA's Services website (www.sba.gov/services) is a good starting point for accessing a wide range of resources relevant to HUBZone certified firms, including online courses on how to identify, win, and successfully execute Federal Government contracts.
- SBA's Surety Bond Program website (www.sba.gov/sbp) provides information on how to apply for an SBA surety bond guarantee.

Thank you for contributing to US economic development

We wish you the best of luck with your HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which you operate. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, please do not hesitate to contact the HUBZone Help Desk at HUBZone@sba.gov.

Sincerely,

Ajoy K. Sinha
Deputy Director
Office of Government Contracting

HUBZone Certification Number: 50634

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416

EXHIBIT (2)

**Schedule C
(Form 1040)**

Profit or Loss From Business
(Sole Proprietorship)

OMB No. 1545-0074

2010

Attachment
Sequence No. 09

Department of the Treasury
Internal Revenue Service (99)

▶ Partnerships, joint ventures, etc., generally must file Form 1065 or 1065-B.
▶ Attach to Form 1040, 1040NR, or 1041. ▶ See instructions for Schedule C (Form 1040).

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), if any 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) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶		
G Did you "materially participate" in the operation of this business during 2010? If "No," see instructions for limit on losses ☒ Yes ☐ No		
H If you started or acquired this business during 2010, check here		

Part I Income

1 Gross receipts or sales. Caution. See instructions and check the box if: • This income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses.	☐	1
2 Returns and allowances		2
3 Subtract line 2 from line 1		3
4 Cost of goods sold (from line 42 on page 2)		4
5 Gross profit. Subtract line 4 from line 3		5
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)		6
7 Gross income. Add lines 5 and 6		7

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising	8	18 Office expense	18
9 Car and truck expenses (see instructions)	9	19 Pension and profit-sharing plans	19
10 Commissions and fees	10	20 Rent or lease (see instructions):	
11 Contract labor (see instructions)	11	a Vehicles, machinery, and equipment	20a
12 Depletion	12	b Other business property	20b
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	21 Repairs and maintenance	21
14 Employee benefit programs (other than on line 19)	14	22 Supplies (not included in Part III)	22
15 Insurance (other than health)	15	23 Taxes and licenses	23
16 Interest:		24 Travel, meals, and entertainment:	
a Mortgage (paid to banks, etc.)	16a	a Travel	24a
b Other	16b	b Deductible meals and entertainment (see instructions)	24b
17 Legal and professional services	17	25 Utilities	25
		26 Wages (less employment credits)	26
		27 Other expenses (from line 48 on page 2)	27

28 Total expenses before expenses for business use of home. Add lines 8 through 27	28
29 Tentative profit or (loss). Subtract line 28 from line 7	29
30 Expenses for business use of your home. Attach Form 8829	30
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	
32a ☒ All investment is at risk.	
32b ☐ Some investment is not at risk.	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2010

FILED

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

JAN 22 2004

LARRY W. PROPPS, 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 ALLIED INTERSTATE aka IntelliRisk
Management Corporation

Defendants.

Civil Action No. 2 03 3165 18AJ

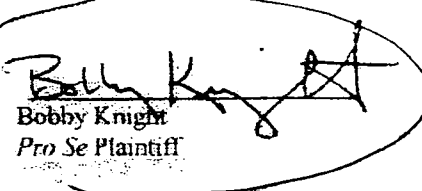
STIPULATION OF DISMISSAL

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.

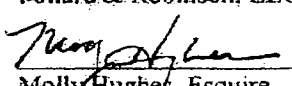
Dated at Charleston this 22nd day of January, 2004.

I SO MOVE:


Bobby Knight
Pro Se Plaintiff

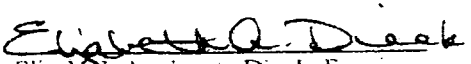
WE CONSENT:

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


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

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:

McNair Law Firm, P.A.

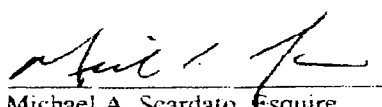

Michael A. Scardato, Esquire
NCCI Holdings, Inc. and Stephen J.
Klingel, President

EXHIBIT (A) 19

FILED

OCT 6 2003

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

LARRY W. PROPPS, 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.

COMPLAINT

Civil Action No.

203-3165 18AJ**And MOTION**for an **EMERGENCY HEARING**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

Exhibit (4)

United States of America, for an on behalf of	)	Civil Action
Atlantic Electric, LLC,	)	No 2:12-CV-00107-RMG
Plaintiff,	)	
v.	)	NOTICE of Motions &
Construction Group, LLC and Companion	)	MOTION for Declaratory Judgment
Property and Casualty Insurance Company	)	w/ MOTION R.56(e)(4) Other.
Defendant.	)	&
	)	R.12(h)(3) Lack of Subject Matter Jurisdiction.

I, Bobby Knight, pro se Sole Proprietor of Construction Group LLC affirm and certify that I have placed a copy of the **NOTICE of Motions and Motions for Declaratory Judgment w Motion R.56(e)(4) Other orders & R.12(h)(3) Lack of Subject Matter Jurisdiction** with proper first class United States postage affixed to the Plaintiff and Co-Defendants as follows:

RECEIVED
JUN 18 2014
SC Court of Appeals

Respectfully Submitted this 27 day of February 2014.

6

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

APPELLATE Case No. 2013-002785

RECEIVED
JUN 18 2014
SC Court of Appeals

Bobby Knight,

Appellants,

v.

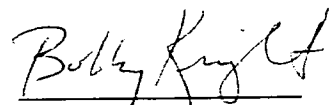
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

PROOF OF SERVICE

Bobby Knight, *pro se*, I certify that I have served **Appellant's Return to the Motion to Dismiss the Appeal** to Theodore Manos, Attorney for the Respondents, by depositing a copy of it in the United States Mail, postage prepaid, on June 16th, 2014, 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 16th day of June 2014.


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

ROBERTSON HOLLINGSWORTH & FLYNN, LLC
ATTORNEYS AT LAW

177 MEETING STREET, SUITE 300
CHARLESTON, SOUTH CAROLINA 29401
(843) 723-6470 • Fax (843) 853-9045
Email: info@roblaw.net
www.rhflawfirm.com

Claron A. Robertson
Of Counsel

Dunn D. Hollingsworth
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

August 12, 2014

Jenny Abbott Kitchings
Clerk of Court of Appeals
1015 Sumter Street
Columbia, South Carolina 29201

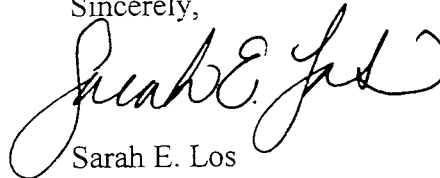
RE: Norman Robert Knight, Appellant, vs. Companion Property and Casualty
Insurance Company of South Carolina; et al., Respondents
Charleston County Case No. 2013-CP-10-45603
Court of Appeals No. 2013-002785

Dear Ms. Kitchings:

Enclosed herewith for filing is the original and seven (7) copies of Respondents' Return to Petition for Rehearing in regards to the above-referenced case. 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



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' RETURN TO PETITION FOR REHEARING

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

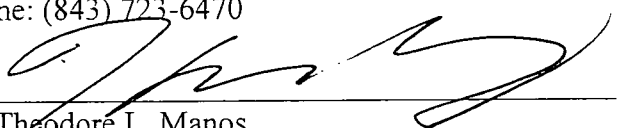
COME NOW Respondents and submit this Return to Petitioner's Petition for Rehearing pursuant to Rule 240, SCACR.

For the reasons set forth in Respondents' Motion to Dismiss and this Court's Order of July 28, 2014, Respondents oppose Petitioner's Petition for Rehearing. Additionally, Respondents would ask the Court to take judicial notice of the attached report of the South Carolina Secretary of State's Office which shows that Construction Group, LLC is in fact a South Carolina Limited Liability Corporation in good standing (attached hereto as Exhibit "A").

WHEREFORE, Respondents respectfully request that this Court deny Petitioner's Petition for Rehearing.

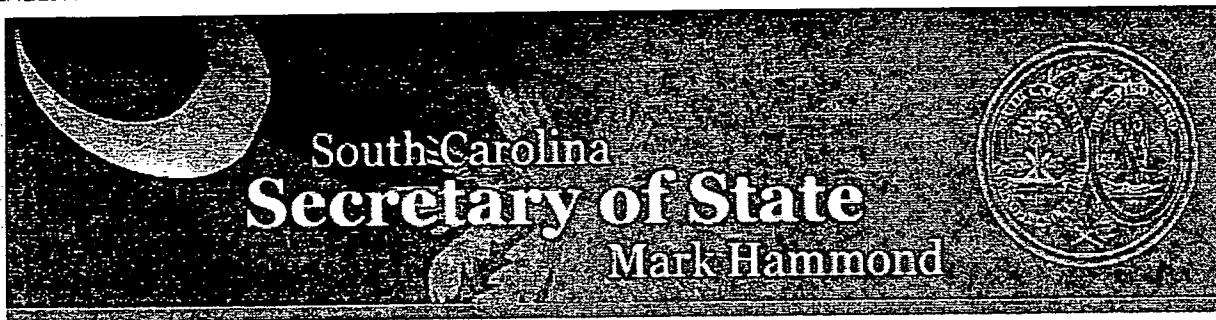
ROBERTSON HOLLINGSWORTH & FLYNN

Wells Fargo Center
177 Meeting St., Suite 300
Charleston, South Carolina 29401
Phone: (843) 723-6470

By: 

Theodore L. Manos
Attorneys for the Respondents

August 12, 2014
Charleston, South Carolina



CONSTRUCTION GROUP, LLC

Note: This online database was last updated on 8/11/2014 6:01:28 PM.

See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION	SOUTH CAROLINA
/ ORGANIZATION:	Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	N ROBERT KNIGHT
ADDRESS:	3940 HOTTINGER AVE
CITY:	N CHARLESTON
STATE:	SC
ZIP:	29405
SECOND ADDRESS:	
FILE DATE:	03/30/2001
EFFECTIVE DATE:	03/30/2001
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
LLC Annual Report	04/27/2004	LLC ANNUAL REPORT-2004	
LLC Annual Report	03/21/2003	LLC ANNUAL REPORT-2002 TYE: 12/31	Image
LLC Annual Report	03/21/2003	LLC ANNUAL REPORT-2003	Image
Domestic LLC	03/30/2001	DOMESTIC LIMITED LIABILITY CO(AT WILL)	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.



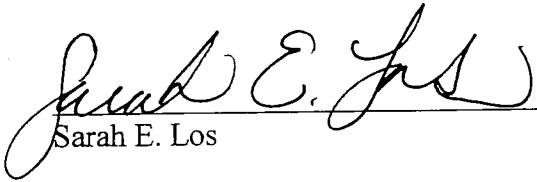
Physical Address: Edgar Brown Building - 1205 Pendleton Street Suite 525 Columbia, SC 29201

Mailing Address: SC Secretary of State's Office 1205 Pendleton Street Suite 525 Columbia, SC
29201

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 August 12, 2014, and properly addressed as follows:

Norman Robert Knight
3940 Hottinger Avenue
North Charleston, SC 29405



Sarah E. Los

The South Carolina Court of Appeals

Norman Robert Knight, Appellant,

v.

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

Appellate Case No. 2013-002785

ORDER

On October 28, 2013, Appellant filed a motion to reconsider with the trial court. On November 13, 2013, the trial court denied the motion to reconsider, finding "no reason to alter or amend its prior order." On November 21, 2013, Appellant received notice of the trial court's order denying his motion to reconsider. On November 26, 2013, Appellant filed a second motion to reconsider, which the trial court denied on December 2, 2013. On December 27, 2013, Appellant served his notice of appeal.

Respondents filed a motion to dismiss, arguing this Court lacks appellate jurisdiction because Appellant failed to timely serve the notice of appeal. After careful consideration, the motion is granted. Because the trial court's order denying Appellant's first motion to reconsider found "no reason to alter or amend its prior order," Appellant's second motion to reconsider was improper and did not toll the time to serve the notice of appeal with this Court. *See Coward Hund Constr. Co., Inc. v. Ball Corp.*, 336 S.C. 1, 3, 518 S.E.2d 56, 58 (Ct. App. 1999) ("[A] second motion for reconsideration is appropriate *only if* it challenges something that was altered from the original judgment as a result of the initial motion for reconsideration." (emphasis added)). Therefore, Appellant was required to serve the notice of appeal within thirty days of November 21, 2013, the date he received notice of the trial court's order denying his first motion to

9

reconsider. Because Appellant failed to serve his notice of appeal until December 27, 2013, which is more than thirty days after Appellant received notice of the trial court's order denying his motion to reconsider, this Court lacks appellate jurisdiction. See Rule 203, SCACR ("A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment."); *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 14-15, 602 S.E.2d 772, 775 (2004) ("The requirement of service of the notice of appeal is jurisdictional, *i.e.*, if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal . . ."). Accordingly, Respondents' motion to dismiss is granted.

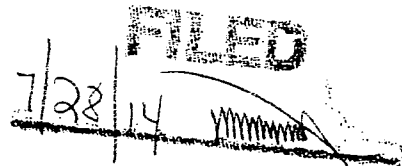

FOR THE COURT

Columbia, South Carolina

cc:

Norman Robert Knight

Theodore Luke Manos, Esquire





The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11529
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

July 28, 2014

Norman Robert Knight
3940 Hottinger Avenue
North Charleston SC 20405

Mr. Theodore Luke Manos, Esquire
177 Meeting St., Ste. 300
Charleston SC 29401

Re: Norman Robert Knight v. Companion Property
Appellate Case No. 2013-002785

Dear Counsel:

Enclosed is the decision of the Court. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

V. Claire Allen, Deputy

CLERK

RECEIVED
3 AUG 2014
B. Knight

⑨

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

APPELLATE Case No. 2013-002785

Norman Robert Knight,

Petitioner,

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)

Petition for a Rehearing R.221(a) & (c)

10.1

Norman Robert "Bobby" Knight, Petitioner
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 29401
Attorney for Respondents
(843) 723-6470

RECEIVED

AUG 05 2014

SC Court of Appeals

I. The Petitioner received the Appeal Court ORDER dated July 28, 2014 on August 2, 2014. This Petition is timely filed. The dismissal of the Appeal was “jurisdictional” based upon a particular calculation of time to file a Notice of Appeal from the lower court order and cites the two Petitioner Motions to Reconsider. The court below has held a ‘*deaf ear*’ to the fact that this Petitioner is Norman Robert “Bobby” Knight the Sole Proprietor of his business, Construction Group LLC. The lower court treated Norman Robert “Bobby” Knight incorrectly AND Construction Group LLC and his Return to the Motion to Dismiss the Appeal clearly showed with proofs that Construction Group LLC was not a corporation; The Tom-Foolery Trick was to keep calling Construction Group LLC a corporation when, in fact, a simple investigation by the Respondents would have jilted the scheme of deceit to the Court below; all creating this ongoing ***TRIGGER & TOLLING EXCEPTION against this Petitioner never existed as a corporation!***

This Petitioner appeals for an ORDER that the Court below “had not any jurisdiction about Construction Group LLC as a corporation while in the alternative IT all denies this Petitioner subject matter, territorial and personal jurisdiction to proceed *pro se* as the sole proprietor of Construction Group LLC just like the civil action was FILED initially.”

II. The Appeal Court stamped the Petitioner’s Return to the Motion to Dismiss as RECEIVED and not as FILED. IT and the EXHIBITS are **the** proof positive supporting the Petitioner’s Jurisdictional Challenge(s). Once made, it becomes the Appeal Court’s burden to resolve and prove jurisdiction, which cannot be assumed. The ORDER gives no explanation and no mention of the Petitioner’s Return and its Sole Proprietorship proofs that the Court below lacked all jurisdictions over the assumed corporation that did not exist then, before, or now AND the blunderous mishap continues harming this Petitioner unjustly. Time to Notice of Appeal has never been tolled against the Sole Proprietorship, Construction Group LLC. This Petitioner, is justly pro se and as a Sole Proprietor he has been ignored as all opposing effort has been now and was at the Court below only directed towards treating this Petitioner trying to plead a civil case as a corporation without an attorney, and it has promulgated picture of distortion and deceit.

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

RECEIVED

AUG 13 2014

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Frank R. Addy, Jr., Circuit Court Judge

APPELLATE Case No. 2013-002785

Norman Robert Knight,

Petitioner,

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)

APPENDIX to: Petition for a Rehearing R.221(a) & (c)

10.2

Norman Robert "Bobby" Knight, Petitioner
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 29401
Attorney for Respondents
(843) 723-6470

APPENDIX – Petition for a Rehearing

TABLE OF CONTENTS

- INTRODUCTION of the Appendix
- A.1. EXCERPTS from RECORD: Motion for Reconsideration & Amend
- A.2. EXCERPTS from RECORD: Second Motion for Reconsideration & Amend
- B.1. LAW ARGUMENTS – Issues Preserved with supporting Case Law
- C.1. The APPENDIX; ARGUMENTS; & Rehearing CONCLUSION:

INTRODUCTION:

The Appeal Courts ORDER dated July 28, 2014 made the assumption that because Judge Addy did not change his first finding about “standing”; a challenged jurisdiction, by this Petitioner as a *pro se* party that the Petitioner’s Issues Preserved were in fact preserved for an Appeal as shown in the connected Motion for Reconsideration & Second Motion for Consideration.

The time for Noticing the Appeal was (30) days and that measure was perfected.

The Petitioner contended in his Notice of Appeal that the State Court below erred when IT continued following the opposing attorney’s allegation that the Appellant appeared as the owner of a corporation and could not represent in a court;

AND the Petitioner for Rehearing had sufficient “**proofs**” that in both the Motions for Reconsideration & Amend that he was a not a corporation. (a burden that belongs to the Courts and not to the challenger of any kind of jurisdiction)The Petitioner had raised both; (1) that the federal government recognition and the Supremacy Clause and (2) the State Tax code for SMLLCs. (See @APPENDIX para B.1.3. & B.1.4.)

AND the Petitioner **always operated as a Sole Proprietorship**, thereby had timely asserted as following with the examples in these excerpts from the RECORD not yet provided as the Petitioner’s Initial Brief was simultaneously filed at the Appeal Court and diverted by the Motion to Dismiss the Appeal of the Respondents:

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

APPELLATE Case No. 2013-002785

Norman Robert Knight,

Petitioner,

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)

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AUG 19 2014

SC Court of Appeals

RETURN -- **Petition for a Rehearing R.221(a) & (c)**

Norman Robert "Bobby" Knight, Petitioner
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 29401
Attorney for Respondents
(843) 723-6470

10-3

I. RETURN – Petition for a Rehearing

1. This Petition MUST be changed to the favor of the Petitioner "Bobby Knight" and his **sole proprietorship entity**, Construction Group, LLC.

Futhermore: **the Supremacy Clause Article VI** reads.

The Constitution and the Laws of the United States which shall be made in Pursuance thereof, and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land. And the Judges in every State shall be bound thereby, and any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

1.1. Sole Proprietorship May Proceed Pro Se in Federal & State Courts:

From *A. L. Enters. v. Sebron*, 2008 U.S. Dist. LEXIS 100391 (D. Utah Dec. 10, 2008):

Many cases have recognized that although an entity cannot appear *pro se*, an exception exists when an entity is a sole proprietorship, because "a sole proprietorship has no legal existence apart from its owner." [Footnote 3. *United States v. Fox*, 721 F.2d 32, 36 (2d Cir. 1983); *Latanzio v. Galen Institute, Inc.*, 481 F.3d 137, 140 (2d Cir. 2007).] Thus, many courts have held that "sole proprietorships may proceed *pro se* in federal court." [Footnote 4. *United Parcel Serv. v. The Net, Inc.*, 185 F.Supp.2d 274, 279-280 (E.D.N.Y. 2002); *Lowery v. Hoffman*, 188 F.R.D. 651, 653-54 (M.D.Ala. 1999).]

However, **a sensible exception exists when an entity is a sole proprietorship, because "a sole proprietorship has no legal existence apart from its owner."** *United States v. Fox*, 721 F.2d 32, 36 (2d Cir. 1983). Accordingly, many courts have held that "sole proprietorships may proceed *pro se* in federal court." *Kraebel v. N.Y. City Dep't of Hous. Pres. and Dev*, No. 90CIV4391 (CSH), 2002 WL 14364, at * 4 n. 5 (S.D.N.Y. Jan. 3, 2002); *United Parcel Serv. v. The Net, Inc.*, 185 F. Supp. 2d 274, 280 (E.D.N.Y. 2002) ("[T]he sole owner of [a sole proprietorship] can represent [his company] in federal court.").

2. The Notice of Appeal is attached as an addition to the APPENDIX for the Petition for a Rehearing: The Clerk entered the order/judgment on December 2, 2013; and [I]t is postmarked December 4, 2013 and the Notice of Appeal was sent December 27, 2013 and FILED in the Court of Appeals December 30, 2013.

- 2.1. The ORDER from the Appeal Court dtd July 28, 2014 was not clear on these facts,
- 2.2. Should the Appeal been properly prohibited as the Appeal Court ORDER suggests; then the Clerk at the Court below has invited and set the time in accordance with the (30) days rule from the Actual Notice to the Petitioner to "trigger" the General Rule 203(b)(1). *See attached* Notice of Appeal and below Clerks dated documents discussed.
3. The SC Tax Code says clearly How one pays taxes, is the form of that entity:

3.1

In 1997, Code §12-2-25(B) was added to clarify the tax treatment of single member limited liability companies.

(B) Single-member limited liability companies which are not taxed for South Carolina income tax purposes as a corporation...will be ignored for all South Carolina tax purposes.

II. CONCLUSION

The Petitioner asks for an ORDER from the SC Appeals Court that the Court below "had not any jurisdiction about Construction Group LLC as a corporation while in the alternative IT denied this Petitioner subject matter, territorial and personal jurisdiction to proceed *pro se* as sole proprietor entity of Construction Group LLC." **The Secretary of State of South Carolina, in conjunction with the Department of Revenue Ruling #98-11** by Director Bernard Maybank, allows an LLC to elect to exist as a Partnership, a Corporation, or a **Sole Proprietorship**

The Courts must realize (1) that, **"Where the citizen lives, is domiciled and determines the one place WE can Vote; and where and the manner and form in which any single citizen pays his taxes is what must lastly determines any differences, any exceptions, and any reasonable distinctions about his representation(s) *pro se* as a Sole Proprietorship entity."**

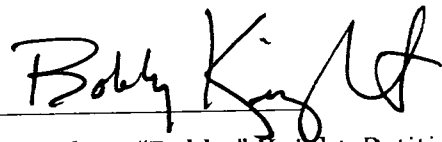
The Courts must realize that (2), **"The three branches of our form of government in the United States of American are the Executive, the Legislative and the Judicial. The citizen can vote for or against the Executive and the Legislative but to the Judicial; the only voice is that of the choice to pay taxes and vote about the Executive and the Legislative, but, except the only vehicle to speak to the Judicial Branch is by a Petition. This Petitioner lawfully pays federal and state taxes as Sole Proprietor as shown on the IRS Form Sch. C**

and as a Sole Proprietor per SC Department of Revenue Ruling #98-11 & SC Code 12-2-25(B) ... *not taxed ... as a corporation*" and since the Decision in Citizen's United, corporations can now speak limitless with their money, but a company without limitless money cannot speak at all is a travesty and shame and an abuse of judicial power'

How the Government's jointly takes my money only in my name; is my only vote; is my only voice; and this is my petition to redress of grievances about denial of access to the Courts...

Respectfully submitted this 17th day of August 2014.

BY: _____



Norman Robert "Bobby" Knight, Petitioner
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 29401
Attorney for Respondents
(843) 723-6470

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 3:24
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

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

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 3:24
JULIE J. ARMSTRONG
CLERK OF COURT

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

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

APPELLATE Case No. 2013-002785

Norman Robert Knight,

Petitioners,

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

RECEIVED

AUG 19 2014

SC Court of Appeals

Norman Robert "Bobby" Knight, *pro se*, I certify that I have served Petitioner's **RETURN -- Petition for a Rehearing** to Theodore Manos, Attorney for the Respondents, by depositing a copy of it in the United States Mail, postage prepaid, on June 16th, 2014, addressed to their attorney of record: Theodore Manos, % Robertson Hollingsworth & Flynn Law Firm, 177 Meeting Street, Ste 300, Charleston, SC 29401, (843) 723-6470.

Respectfully submitted this 17th day of August 2014.

Bobby Knight

Norman Robert "Bobby" Knight, Petitioner
3940 Hottinger Avenue
North Charleston, SC 20405
(843) 735-0814

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

APPELLATE Case No. 2013-002785

Norman Robert Knight,

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v.

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

Respondent(s)

2nd -APPENDIX to: Petition for a Rehearing R.221(a) & (c)

Norman Robert "Bobby" Knight, Petitioner
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 29401
Attorney for Respondents
(843) 723-6470

10.4

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AUG 21 2014

SC Court of Appeals

APPENDIX – Petition for a Rehearing

TABLE OF CONTENTS

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- D.1. Precedent USDC 2:03-3165 18AJ: Sole Proprietorship represented Pro Se *pg 5-7*
- E.2. Petitioner re-exhibits from RECORD; US Gov't designation Sole Proprietorship for Bobby Knight as Construction Group LLC *pg 8-13*
- F.1. IRS Guide # 334 ... *pg 14 - 20*
- C.1. CONCLUSION:

INTRODUCTION: (restated & continued) & Compilation of previous Supporting Documents

The Appeal Courts ORDER dated July 28, 2014 made the assumption that because Judge Addy did not change his first finding about “standing”; a challenged jurisdiction, by this Petitioner as a *pro se* party that the Petitioner’s Issues Preserved were in fact preserved for an Appeal as shown in the connected Motion for Reconsideration & Second Motion for Consideration.

The time for Noticing the Appeal was (30) days and that measure was perfected. (Dec 27, 2013)

The Petitioner contended in his Notice of Appeal that the State Court below erred when IT continued following the opposing attorney’s allegation that the Appellant appeared as the owner of a corporation and could not represent in a court;

AND the Petitioner for Rehearing had sufficient “**proofs**” that in both the Motions for Reconsideration & Amend that he was a not a corporation. (a burden that belongs to the Courts and not to the challenger of any kind of jurisdiction)The Petitioner had raised both; (1) that the federal government recognition and the Supremacy Clause and (2) the State Tax code for SMLLCs. (See @APPENDIX para B.1.3. & B.1.4.)

AND the Petitioner **always operated as a Sole Proprietorship**, thereby had timely asserted as following with the examples in these excerpts from the RECORD not yet provided as the Petitioner’s Initial Brief was simultaneously filed at the Appeal Court and diverted by the Motion to Dismiss the Appeal of the Respondents:

Pro Se Sole Proprietorship Determination
an exceptional compilation documents

Table of Contents

- **D.1. Precedent USDC 2:03-3165 18AJ:** Sole Proprietorship represented Pro Se
 - This Petitioner's precedent appearing as Sole Proprietor ironically against this same Respondent in USDC Charleston Division
 - Previously submitted as Exhibit (4) 2 pages for USDC Dkt.
- **E.1. United States' Sole Proprietorship business recognition documents:**
 - US Gov't System for Award Management
 - Previously submitted as Exhibit (1) 2 pages
 - United States Small Business Administration (SBA) HUBZone
 - Previously submitted as Exhibit (2) 2 pages
 - IRS Schedule C redacted for Petitioner as Exhibit (3) 1 page
 - Proprietorship for Bobby Knight as Construction Group L
- **F.1. IRS Publication # 334**
 - Cover
 - **Sole Proprietor** defined at page 2: Construction Group **never** "elected to treat the LLC as a corporation".
 - The IRS "by default treats SMLLCs as Sole Proprietorships"
 - Blank IRS Schedule C specifically printed for (Sole Proprietorships)
 - Supporting IRS form chart for Sole Proprietors.
- **G.1. CONCLUSION: (restated & continued)**
 - The Petitioner has provided the precedent he set in USDC #3165 appearing *pro se* for this Sole Proprietorship, ironically against these very same Respondents; and
 - The Petitioner provided the recognition of his performance and treatment by the U.S. Small Business Administration; the SBA HUBZone certification letter; and U.S. Treasury IRS Publication compliances; a redacted Schedule C and that this Petitioner **never** "elected to treat the LLC as a corporation". The IRS "by default treats SMLLCs as Sole Proprietorships"
 - IRS Schedule C form and the Sole Proprietorship form chart is provided as printed by the U.S. Government.

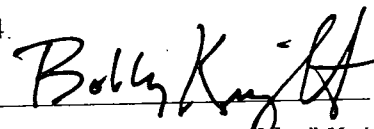
G.1. CONCLUSION: *(restated & continued)*

The Petitioner has clearly shown by a preponderance of evidence to allow the Petitioner to continue appear as a *pro se* sole proprietorship at the Court of Common Pleas in Charleston County, South Carolina: (1) his very own case law appearance as *pro se* Sole Proprietorship, a precedent in United States District Court Charleston Division (USDC); (2) a Sole Proprietorship acceptance and treatment by the United States Small Business Administration (SBA) HUBZone certification as a Sole Proprietorship which is beyond and employee income tax (EIN) payment of withholding scopes; and (3) a "by default Sole Proprietorship treatment" by the United States Treasury Department (IRS).

THE PETITION FOR REHEARING MUST BE GRANTED

Respectfully submitted this 20th day of August 2014.

BY: _____



Norman Robert "Bobby" Knight, Petitioner
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 29401
Attorney for Respondents
(843) 723-6470

D.1. Precedent USDC 2:03-3165 18AJ

FILED

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

JAN 22 2004

LARRY W. PROPPS, 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 ALLIED INTERSTATE aka IntelliRisk
Management Corporation

Defendants.

Civil Action No. 2 03 3165 18A)

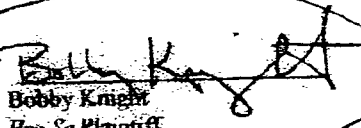
STIPULATION OF DISMISSAL

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.

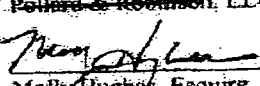
Dated at Charleston this 22nd day of January, 2004.

I SO MOVE:


Bobby Knight
Pro Se Plaintiff

WE CONSENT:

Nexsen Pruet Jacobs
Pollard & Robinson, LLC


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

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:

McNair Law Firm, P.A.

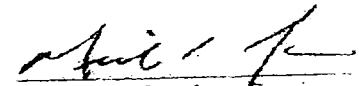

Michael A. Scardato, Esquire
NCCI Holdings, Inc. and Stephen J.
Klingel, President

EXHIBIT (4) 19

FILED

OCT 6 2003

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

LARRY W. PROPER, CLERK
CHARLESTON, SC

BOBBY KNIGHT,
Plaintiff,
Vs.

COMPLAINT

Civil Action No.

203 3165 18AJ

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 IntellRisk
Management Corporation,
Defendants.

And **MOTION**

for an **EMERGENCY HEARING**

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. 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

EXHIBIT (4) 1

- **E.1. United States' Sole Proprietorship** business recognition documents:

System for Award Management

DUNS: 022380557 CAGE Code: HUG14

North Charleston, SC 29405-0908

44-38861-254

Entity Record

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the Print button.

प्रतिपत्ति

DUNS Number:
 DBB Legal Business Name:
 Doing Business As:

022300557
Construction Group, LLC
(none)

Expand All | **Collapse All**

Business Information:

Business Start Date:	10/01/2000
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	6
Registration Date:	04/09/2003
Activation Date:	12/16/2013
Expiration Date:	12/14/2014
Renewal Date:	12/14/2013
MPIN:	

Address Line: 3940 Hottinger Ave
City: North Charleston
State/Province: SC
Country: UNITED STATES
ZIP/Postal Code: 29405 - 7018

Address Line: 3940 HOTTINGER AVE
City: NORTH CHARLESTON
State/Province: SC
Country: UNITED STATES
ZIP/Postal Code: 29405 - 7018

EN: 57116850

Taxpayer Name:	CONSTRUCTION GROUP LLC
Tax Payer Name:	3940 HOTTINGER AVE
Address Line 1:	
Address Line 2:	
City:	NORTH CHARLESTON
State:	SC
Country:	UNITED STATES
ZIP/Postal Code:	29405
Type of Tax:	Applicable Federal Tax
Tax Year: (Most Recent Tax Year)	2010
Name of Individual Executing Consent:	BOBBY KNIGHT
Title of the Individual Executing Consent:	PRESIDENT
Signature:	BOBBY KNIGHT
TIN Consent Date:	02/27/2011

CAGE 1UG14

Country of Incorporation:	UNITED STATES
State of Incorporation:	SC
Company Security Level:	Government Confidential
Highest Employee Security Level:	Government Confidential

For more information on an entity's socio-economic status please see SBA's Dynamic Small Business Search.

EXHIBIT (1)

Entity Structure

Sole Proprietorship ✓

Profit Structure

For Profit Organization

Business Types

Labor Surplus Area Firm

Minority Owned Business

Native American Owned

Entity Type

Business or Organization

Purpose of Registration

All Awards

SBA Certified

SBA Certified 8(a) Program Participant

DOT Certifications

DOT Certified DBE

Federally Recognized Native American Entity

American Indian Owned

Organization Factors

Limited Liability Company

Financial Information

Do you accept credit cards as a method of payment? Yes

Account Details: BANK OF AMERICA, N.A. - Checking

CAGE Code: UUGL4

Electronic Funds Transfer:

Account Type: Checking
 Financial Institute: BANK OF AMERICA, N.A.
 ABA Routing Number: [REDACTED]
 Account Number: [REDACTED]
 Lockbox Number: [REDACTED]

Automated Clearing House (ACH):

ACH U.S. Phone: (843) 720-4972
 ACH Non-U.S. Phone:
 ACH Fax:
 ACH Email:

Remittance Address:

Remittance Name: CONSTRUCTION GROUP, LLC
 Address Line 1: 3946 HOTTINGER AVENUE
 Address Line 2:
 City: NORTH CHARLESTON
 State: SC
 Country: UNITED STATES
 ZIP/Postal Code: 29405 - 7018

EXHIBIT (1)

Executive Compensation Questions

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
 No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 5104 of the Internal Revenue Code of 1986?

Proceedings Questions



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

Original
Certification
Date: 02/11/2014

Bobby Knight - Sole proprietor
CONSTRUCTION GROUP, LLC
3940 HOTTINGER AVE.
North Charleston, SC, 29405-7018

Dear Bobby Knight:

Welcome to the HUBZone Program!

I am pleased to advise you that effective this date your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at http://dsbs.sba.gov/dsbs/search/http_searchhubzone.cfm. Congratulations! This certification will remain in effect until the HUBZone area that impacts your firm's eligibility ceases to be designated as such. <http://www.sba.gov/content/hubzone-maps>.

The HUBZone Office now offers assistance via an interactive conference call at 888-858-2144, access code 3061779# (pound symbol), where we can respond to your general questions and concerns in real-time. Please visit our website at <http://www.sba.gov/hubzone>, for additional information regarding HUBZone application assistance office hours and calendar of topics to be discussed.

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- **Keep your System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date:** To apply for HUBZone Program certification, your firm had to be registered in the SAM and DSBS information systems. For your firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your SAM or DSBS information, please go to the SAM Help Desk at <https://www.fed.gov/epanswerself>.
- **Inform HUBZone Program of any material changes to your concern:** If there are material changes to your concern (that may affect its continued eligibility) you must notify the HUBZone Program by sending an e-mail to KZMCN@sba.gov. Material changes include a change in size, ownership, business structure, or principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your SAM and DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and might subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your SAM and DSBS profiles updated.

- **Remain in compliance at all times and stay updated on Program changes:** It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.601(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application-submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

- **Participate in SBA eligibility monitoring initiatives:** As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we have significantly increased our eligibility monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be subject to any or all of the following initiatives designed to verify the ongoing eligibility of certified concerns:

- SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program, or voluntarily withdraw
- SBA requiring your concern to submit updated documentation similar to the information and documents you provided to obtain initial certification in order to verify that you remain eligible for the program
- If you should receive a HUBZone contract, SBA requiring your concern to demonstrate that it was eligible for the program both at the time of its initial offer and award
- SBA making unannounced site visits to any or all of your concern's locations to verify the accuracy of any information provided to SBA

NOTE THAT ANY SBC FOUND TO MISREPRESENT ITSELF MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of this Program

Although your status as a certified HUBZone small business concern greatly improves your access to Federal contracts, this certification does not guarantee contract

EXHIBIT (2)

awards. Your ability to research contracting opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (<http://www.sba.gov/gcclassroom>) provides valuable information on Federal contracting. (Please note that while your concern was approved under the North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.)
- SBA's Services website (www.sba.gov/services) is a good starting point for accessing a wide range of resources relevant to HUBZone certified firms, including online courses on how to identify, win, and successfully execute Federal Government contracts.
- SBA's Surety Bond Program website (www.sba.gov/osq) provides information on how to apply for an SBA surety bond guarantee.

Thank you for contributing to US economic development

We wish you the best of luck with your HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which you operate. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, please do not hesitate to contact the HUBZone Help Desk at HUBZone@sba.gov.

Sincerely,

Ajoy K. Sinha
Deputy Director
Office of Government Contracting

HUBZone Certification Number: 50634

Ref: IAF-19L

United States Small Business Administration, 409 Third Street, SE, Washington, DC 20416

EXHIBIT (2)

13

- **F.1. IRS Publication # 334**



Department
of the
Treasury

Internal
Revenue
Service

Tax Guide for Small Business

(For Individuals Who Use
Schedule C or C-EZ)

Publication 334

Catalog Number 11063P

For use in preparing

2013 Returns

**SCHEDULE C
(Form 1040)**

Department of the Treasury
Internal Revenue Service
(99)

Profit or Loss Statement
(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.
Attach to Form 1040 or 1041. See instructions for Schedule C (Form 1040).

Social security number (SSN)

Enter code from page 1 of Form 1040

including product or service (see page 1 of Form 1040)

leave blank

Fresh Fish

Get forms and other information faster and easier by
Internet at IRS.gov

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Introduction

The purpose of this publication is to provide general information about the federal tax laws that apply to small business owners who are sole proprietors and to statutory employees. This publication has information on business income, expenses, and tax credits that may help you file your income tax return.

Are you self-employed? You are self-employed if you carry on a trade or business as a sole proprietor or an independent contractor.

Sole proprietor. A sole proprietor is someone who owns an unincorporated business by himself or herself. However, if you are the sole member of a domestic limited liability company (LLC), you are not a sole proprietor if you elect to treat the LLC as a corporation.

Trade or business. A trade or business is generally an activity carried on to make a profit. The facts and circumstances of each case determine whether or not an activity is a trade or business. You do not need to actually make a profit to be in a trade or business as long as you have a profit motive. You do need to make ongoing efforts to further the interests of your business.

You do not have to carry on regular full-time business activities to be self-employed. Having a part-time business in addition to your regular job or business may be self-employment.

Independent contractor. People such as doctors, dentists, veterinarians, lawyers, accountants, contractors, subcontractors, public stenographers, or auctioneers who are in an independent trade, business, or profession in which they offer their services to the general public are generally independent contractors. However, whether they are independent contractors or employees depends on the facts in each case. The general rule is that an individual is an independent contractor if the payer has the right to control or to direct only the result of the work and

Sole Proprietorship Tax Treatment

By default, the IRS treats single-member LLCs as sole proprietorships. (That is, if you don't make an election, your single-member LLC will be treated as a sole proprietorship.)

As a sole proprietorship doing business through an LLC, you do not need a separate EIN number unless you have employees or are required to file excise tax returns. By default, owners of single-member LLCs report the business profits and losses from the LLC on their personal tax returns using their own Social Security number or tax identification number. Owners of single-member LLCs are not required to have separate EINs because they are not considered employees of the LLC by the IRS. However, if your single-member LLC has other employees you are required to obtain an EIN and file employment taxes.

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► 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.

OMB No. 1545-0074

2013

Attachment
Sequence No. **09**

Name of proprietor

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)

B Enter code from instructions

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), (see instr.)

E Business address (including suite or room no.) ►

City, town or post office, state, and ZIP code

F Accounting method: (1) ☐ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►

G Did you "materially participate" in the operation of this business during 2013? If "No," see instructions for limit on losses ☐ Yes ☐ No

H If you started or acquired this business during 2013, check here ☐

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☐ No

J If "Yes," did you or will you file required Forms 1099? ☐ Yes ☐ No

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked. ☐	1	
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	

Part II Expenses

Enter expenses for business use of your home only on line 30.

8 Advertising	8		18 Office expense (see instructions)	18	
9 Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21	
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	
15 Insurance (other than health)	15		23 Taxes and licenses	23	
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17 Legal and professional services	17		25 Utilities	25	
			26 Wages (less employment credits)	26	
			27a Other expenses (from line 48)	27a	
			b Reserved for future use	27b	

28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	
29 Tentative profit or (loss). Subtract line 28 from line 7	29	
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.		

32a ☐ All investment is at risk.
32b ☐ Some investment is not at risk.

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11334P

Schedule C (Form 1040) 2013


Small Business/Self-Employed

- [Industries/Professions](#)
- [International Taxpayers](#)
- [Self-Employed](#)
- [Small Business/Self-Employed Home](#)

Small Business/Self-Employed Topics

- [A-Z Index for Business](#)
- [Forms & Pubs](#)
- [Starting a Business](#)
- [Deducting Expenses](#)
- [Businesses with Employees](#)
- [Filing/Paying Taxes](#)
- [Post-Filing Issues](#)
- [Closing Your Business](#)

Sole Proprietorships

A sole proprietor is someone who owns an unincorporated business by himself or herself. However, if you are the sole member of a domestic limited liability company (LLC), you are not a sole proprietor if you elect to treat the LLC as a corporation.

If you are a sole proprietor use the information in the chart below to help you determine some of the forms that you may be required to file.

IF you are liable for:	THEN use Form:	Separate Instructions:
Income Tax	1040, U.S. Individual Income Tax Return (PDF) and Schedule C (Form 1040), Profit or Loss from Business (PDF) or Schedule C-EZ (Form 1040), Net Profit from Business (PDF)	Instructions for 1040, U.S. Individual Income Tax Return (PDF) Instructions for Schedule C (Form 1040) (PDF)
Self-employment tax	Schedule SE (Form 1040), Self-Employment Tax (PDF)	Instructions for Schedule SE (Form 1040) (PDF)
Estimated tax	1040-ES, Estimated Tax for Individuals (PDF)	
Social security and Medicare taxes and income tax withholding	941, Employer's Quarterly Federal Tax Return (PDF) 943, Employer's Annual Federal Tax Return for Agricultural Employees (PDF) 944, Employer's Annual Federal Tax Return (PDF)	Instructions for Form 941 (PDF) Instructions for Form 943 (PDF) Instructions for Form 944 (PDF)
Providing information on social security and Medicare taxes and income tax withholding	W-2, Wage and Tax Statement (PDF) (to employee) and W-3, Transmittal of Wage and Tax Statements (PDF) (to the Social Security Administration)	
Federal unemployment (FUTA) tax	940, Employer's Annual Federal Unemployment (FUTA) Tax Return (PDF)	Instructions for Form 940 (PDF)
Filing information returns for payments to nonemployees and transactions with other persons	See Information Returns	
Excise Taxes	Refer to the Excise Tax web page	

Rate the [Small Business and Self-Employed Web Site](#)

Page Last Reviewed or Updated: 22-May-2014

Sole Proprietorships

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Self-employment tax	Schedule SE (Form 1040), Self-Employment Tax (PDF)	Instructions for Schedule SE (Form 1040) (PDF)
Estimated tax	1040-ES, Estimated Tax for Individuals (PDF)	
Social security and Medicare taxes and income tax withholding	941, Employer's Quarterly Federal Tax Return (PDF) 943, Employer's Annual Federal Tax Return for Agricultural Employees (PDF) 944, Employer's Annual Federal Tax Return (PDF)	Instructions for Form 941 (PDF) Instructions for Form 943 (PDF) Instructions for Form 944 (PDF)
Providing information on social security and Medicare taxes and income tax withholding	W-2, Wage and Tax Statement (PDF) (to employee) and W-3, Transmittal of Wage and Tax Statements (PDF) (to the Social Security Administration)	
Federal unemployment (FUTA) tax	940, Employer's Annual Federal Unemployment (FUTA) Tax Return (PDF)	Instructions for Form 940 (PDF)
Filing information returns for payments to nonemployees and transactions with other persons	See Information Returns	
Excise Taxes	Refer to the Excise Tax web page	

[Rate the Small Business and Self-Employed Web Site](#)

Page Last Reviewed or Updated: 22-May-2014

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

APPELLATE Case No. 2013-002785

Norman Robert Knight,

Petitioners,

v.

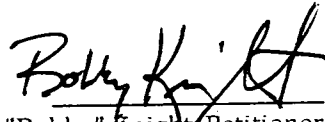
Companion Property and Casualty
Insurance Company of South Carolina;
Robertson Hollingsworth & Flynn Law Firm with;
Paul R. Ryan, as an Individual & a Partner:

Respondent(s)

PROOF OF SERVICE

Norman Robert "Bobby" Knight, *pro se*, I certify that I have served Petitioner's 2nd **APPENDIX --Petition for a Rehearing** to Theodore Manos, Attorney for the Respondents, by depositing a copy of it in the United States Mail, postage prepaid, on August 21, 2014, addressed to their attorney of record: Theodore Manos, % Robertson Hollingsworth & Flynn Law Firm, 177 Meeting Street, Ste 300, Charleston, SC 29401, (843) 723-6470.

Respectfully submitted this 20th day of August 2014.


Norman Robert "Bobby" Knight, Petitioner
3940 Hottinger Avenue
North Charleston, SC 20405
(843) 735-0814

RECEIVED

AUG 21 2014

SC Court of Appeals

The South Carolina Court of Appeals

Norman Robert Knight, Appellant,

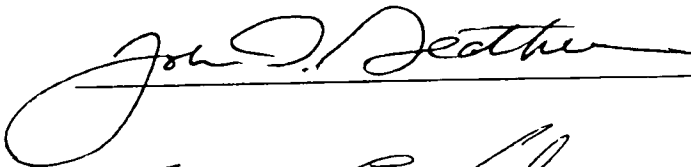
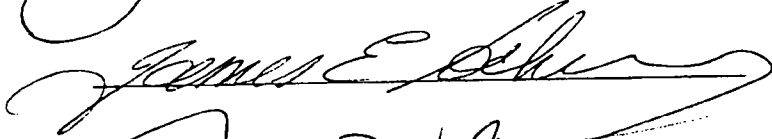
v.

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

Appellate Case No. 2013-002785

ORDER

Appellant filed a petition to rehear the dismissal of this appeal. After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

 J.
 J.
 A.J.

Columbia, South Carolina

cc:

FILED
10/3/14

10.5

Norman Robert Knight
Theodore Luke Manos, Esquire



South Carolina Court of Appeals
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*Rec'd 5.20.14
out 5.21.14*

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