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THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

James Randall Davis, Special Master/Referee

RECEIVED

FEB 12 2015

Appellate Case No. 2014-001819

SC Court of Appeals

Palmetto Mortuary Transport, Inc.,Respondent,

v.

Knight Systems, Inc. and Robert L. Knight,Appellants.

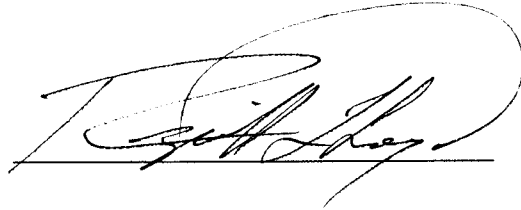
Appellants' Motion for Extension of Time for Respondent and Motion to File Corrected
Record on Appeal as Appendix

Pursuant to Rule 240, SCACR, the Appellants hereby submit this Motion for an extension of time for the Respondent to file final briefs in this matter. Currently, Respondent's final brief is due by Friday, February 13, 2015. The parties have discovered that pages were inadvertently omitted from the Record on Appeal during the copying and binding process. The omitted pages are filed and attached hereto as Exhibit A to this Motion. Respondent requires these pages to complete citations in their final briefs. Therefore, based upon the omission of the aforementioned pages from the Record on Appeal and the lack of any fault on Respondent's part, Appellant respectfully requests that the Respondent be granted a ten (10) day extension to file their final brief.

Additionally, Respondents move this Court for permission to file the original and fifteen (15) copies of the omitted Record on Appeal pages as an Appendix to the previously filed Record on Appeal and that the Court waive the 250 sheet limit set forth by Rule 267(d) of the South Carolina Appellate Court Rules.

Counsel for the Appellants has consulted with counsel for the Respondent and the parties are in agreement with this motion for an extension.

February 12, 2015



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Attorneys for Appellant

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(803) 254-4190
Attorneys for Respondent

EXHIBIT A

7. Defendants crave reference to the specific Agreement referred to in Paragraph 10 of the Amended Complaint and deny any allegation inconsistent with the express terms and lawful interpretation of that Agreement.

8. Defendants admit the allegations in Paragraphs 12 and 13 of the Amended Complaint.

9. Defendants deny the allegations in Paragraphs 14, 15, and 16.

10. Defendants crave reference to the the specific non-compete agreement entered into by and between these parties, and referenced in Paragraph 17, and deny any allegation inconsistent with the express terms and lawful interpretation of that agreement.

11. Defendants deny the allegations in Paragraphs 18 and 19 of the Amended Complaint.

FOR A SECOND CAUSE OF ACTION AGAINST THE DEFENDANTS
(Breach of Contract Accompanied by a Fraudulent Act)

12. The reallegations of Paragraph 20 are answered hereinabove and those answers are repeated herein as fully as if repeated verbatim.

13. Defendants deny the allegations in Paragraphs 21, 22, and 23 of the Amended Complaint.

FOR A THIRD CAUSE OF ACTION AGAINST THE DEFENDANTS
(Intentional Interference with Prospective Contractual Relations)

14. The reallegations of Paragraph 24 are answered hereinabove and those answers are repeated herein as fully as if repeated verbatim.

15. Upon information and belief, Defendants admit the allegations in Paragraph 25.

16. The allegations in Paragraph 26 require speculation on the part of the Defendants as to Plaintiff's expectations and, therefore, are denied.

17. The allegations of Paragraph 27 are denied.

18. Defendants admit that they submitted a letter to Richland County and the Richland County Coroner after June 17, 2011, but crave specific reference to the express wording of that letter. Defendants deny any other characterization of the referenced letter in Paragraph 28 of the Amended Complaint.

19. Defendants deny the allegations in Paragraphs 29, 30, and 31 of the Amended Complaint.

PLAINTIFF'S PRAYER FOR RELIEF

20. The reallegations of Paragraphs 1 through 31 of the Amended Complaint, to the extent they are incorporated in the Prayer for Relief, are answered hereinabove and those answers are repeated herein as fully as if repeated verbatim.

21. Responding to the Paragraph beginning with "WHEREFORE," Defendants deny the allegations and requests for relief set forth in this Paragraph.

FOR A SECOND AFFIRMATIVE DEFENSE **(Reservation)**

22. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

23. Defendants expressly reserve any and all defenses and/or counterclaims that mature after the filing of this Answer to the Amended Complaint.

FOR A THIRD AFFIRMATIVE DEFENSE **(Punitive Damages)**

24. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

25. Defendants assert that punitive damages, as currently awarded in South Carolina, are violative of the United States Constitution and the South Carolina Constitution, as well as the holding in *State Farm Mutual Automobile Insurance Company v. Campbell*, 538 U.S. 408, 123 S. Ct. 1513, 155 L. Ed. 2d 585 (2003), and the cases upon which that decision is based.

FOR A FOURTH AFFIRMATIVE DEFENSE
(Waiver and Estoppel)

26. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

27. By and through its conduct prior to and after bringing this lawsuit, Plaintiff waived its rights against the Defendants and/or should be estopped from asserting its claims against the Defendants. Therefore, to the extent applicable, Defendants plead the doctrines of waiver and estoppel as a complete bar to this action.

FOR A FIFTH AFFIRMATIVE DEFENSE
(Unclean Hands and Misrepresentation)

28. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

29. By and through its conduct prior to and after bringing this lawsuit, Defendants assert that Plaintiff's acts and omissions constitute unclean hands and misrepresentation. Therefore, to the extent applicable, Defendants plead the doctrine of unclean hands and misrepresentation as a complete bar to this action.

FOR A SIXTH AFFIRMATIVE DEFENSE
(Failure to State Causes of Action)

30. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

31. The allegations set forth in the Amended Complaint and each and every cause of action therein fail to state causes of action upon which relief may be granted.

FOR A SEVENTH AFFIRMATIVE DEFENSE
(Breach of Covenant of Good Faith and Fair Dealing)

32. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

33. Defendants assert that implied in the Asset Purchase Agreement and Non-Compete Agreement, as well as all written and oral agreements, entered into by and between these parties, was a covenant of good faith and fair dealing.

34. Plaintiff's actions prior to bringing this lawsuit constitute a violation of the covenant of good faith and fair dealing and, therefore, constitutes a complete bar to this action.

FOR AN EIGHTH AFFIRMATIVE DEFENSE
(The Non-Compete Agreement was Invalid under the Terms of the Agreement)

35. The allegations of the preceding defenses are realleged and incorporated by reference insofar as they are consistent herein.

36. The terms of the Non-Compete Agreement alleged by the Amended Complaint to be enforceable between these parties are unsupported by sufficient compensation, separate and apart from the purchase price of the assets set forth in the Asset Purchase Agreement.

37. The territorial and limitations and length of term of the Non-Compete Agreement are unduly broad and expansive and, therefore, constitute an unenforceable restraint on trade and unenforceable agreement.

38. The Non-Compete Agreement referenced in the Amended Complaint is void and unenforceable as a matter of law.

FOR A NINTH AFFIRMATIVE DEFENSE BY WAY OF COUNTERCLAIM
(Breach of Contract)

39. Defendants incorporate their prior responses by reference as if repeated verbatim herein.

40. The parties hereto had an agreement requiring the Plaintiff to purchase all of their body bags from the Defendants.

41. Plaintiff breached that agreement with Defendants by purchasing body bags from a source other than the Defendants even though Defendants were, at all relevant times, capable and willing to manufacture and/or provide Plaintiff with any desired or needed body bags.

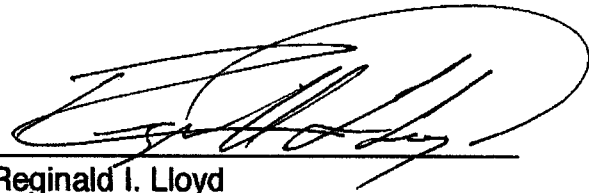
42. Plaintiff's breach of the agreement with Defendants negated all terms, conditions and responsibilities of the Defendants under the Asset Purchase Agreement and the Non-Compete Agreement.

43. As a direct and proximate result of Plaintiff's breach of contract, the Defendants suffered damages and are entitled to an award of actual and consequential damages, as well as an award of attorney's fees and other legal costs.

WHEREFORE, Defendants having answered the Amended Complaint of Plaintiff and complained of Plaintiff prays that this Court dismiss the Plaintiff's Amended Complaint with prejudice; award Defendants actual and consequential damages; award

Defendants all costs and fees incurred as a result of this action, including attorney's fees against Plaintiff; and award Defendants such other and further relief as is just and equitable.

Respectfully submitted,



Reginald I. Lloyd

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lloydlaw3@gmail.com

Camden, South Carolina

July 2nd, 2013.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

Palmetto Mortuary Transport, Inc.,)
)
Plaintiff,)
)
vs.)
)
Knight Systems, Inc. and Robert)
L. Knight,)
)
Defendants.)
_____)


IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

CIVIL ACTION NO: 2011-CP-32-04051

CERTIFICATE OF SERVICE

I, the undersigned counsel, certify that a copy of the foregoing Defendants' Answer to the Plaintiff's Amended Complaint has been served upon the following counsel of record, by hand-delivering a copy to them at their offices as shown below, this 2nd day of July, 2013:

John J. Pringle, Jr., Esquire
Shaun C. Blake, Esquire
Adams and Reese, LLP
1501 Main Street, 5th Floor (29201)
Post Office Box 2285
Columbia, South Carolina 29202



Reginald I. Lloyd, Esq.

THE LLOYD LAW FIRM, LLC
715 West DeKalb Street
P.O. Box 1555
Camden, South Carolina 29021
(803) 432-0004

Attorneys for the Defendants.

1 What are those rumors and who said them?

2 A: I'd actually saw one of his employees come to my
3 place to pick up bags, and I actually saw a bag
4 in the back of his van that I didn't sell him.

5 Q: Okay. And when did this take place?

6 A: I really don't remember when it was. But the
7 employee's name was Shannon Merrell.

8 Q: Okay. So you don't remember when that happened.
9 That's the other --

10 A: That was before the bid, yeah.

11 Q: Okay. That's the other rumor. Were there other
12 rumors?

13 A: That wasn't a rumor. I saw the bag.

14 Q: Okay. But you mentioned --

15 A: I didn't want to put one of his employee's name
16 in it.

17 Q: Okay. Now, you remember -- of course, when you
18 were talking with -- having the re-direct with
19 your counsel you didn't say, well, I actually
20 saw a particular person and there was a
21 particular bag. You said you heard rumors.

22 A: I did.

23 Q: Or were told rumors.

24 A: I did.

25 Q: Okay. So other than this bag that was in the

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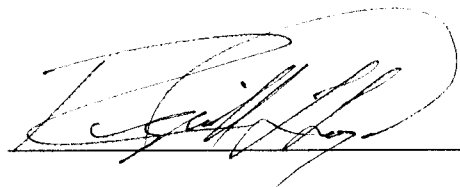
v.

Knight Systems, Inc. and Robert L. Knight,Appellants.

PROOF OF SERVICE

I certify that I have served the attached Motion for Extension of Time and Exhibit A, on Palmetto Mortuary, Inc. by hand-delivering a copy of it to Respondent's attorney of record, John J. Pringle, Jr., at his office, 1501 Main Street, 5th Floor, Post Office Box 2285, Columbia, South Carolina 29202-2285, on February 12, 2015.

February 12, 2015



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Attorneys for Appellant.

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February 12, 2015

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

RECEIVED

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SC Court of Appeals

RE: Palmetto Mortuary, Inc., Respondent v. Knight Systems, Inc. and
Robert L. Knight, Appellants, Appellate Case No. 2014-001819.

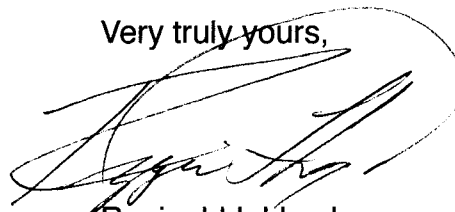
Dear Ms. Kitchings:

Enclosed for filing in the above referenced appeal, please find the original and seven copies of the Appellants' Motion for Extension of Time for Respondent and Motion to File Corrected Record on Appeal. Please file the original and six copies and return one clocked copy to me. Also enclosed, please find a check in the amount of Twenty-Five and No/100 (\$25.00) Dollars for the filing fee.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact me.

With kind regards, I am

Very truly yours,



Reginald I. Lloyd

Enclosures

cc: John J. Pringle, Jr. (via hand-delivery)
Attorney for the Respondent