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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Edward W. Miller, Circuit Court Judge

Case No. 2012-CP-23-06211
Appellate Case No. 2016-001583

Emil P. Kondra, individually, and as Trustee of the Emil P. Kondra Revocable Trust, Emil P. Kondra, LLC, Emil P. Kondra Family Trust, Eileen Saxton and Douglass E. Kondra as Trustees of the Emil P. Kondra Family Trust, Douglass E. Kondra, Helen Perry and Lawrence F. D'Alessio,..... Respondents,

v.

Robert A. Nitsch and Veronica G. Nitsch, Individually, and as Trustee of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust,..... Appellants.

JOINT CONSENT MOTION FOR AN EXTENSION OF TIME

Pursuant to Rules 208(a)(3) and 240 SCACR, Appellants and Respondents jointly request a 30-day extension of time in which to comply with this Court's letter order dated November 15, 2016.¹ Both parties' counsel consent to this request. (See Exhibit A.) No

¹ In that letter, the Court ordered the parties to file by November 25, 2016 a copy of the letter ordering the transcript from the court reporter, or—if already in receipt of the transcript—the Appellants to file their initial brief and designation of matter by December 15, 2016.

prejudice will be caused to either party by this extension. As explained below, this request is made due to the procedural posture of the underlying case and the likelihood that this appeal will soon be mooted by developments in the underlying case.

This appeal and several other appeals arise from a dispute regarding the ownership of shares in a business headquartered in upstate South Carolina. Specifically, the underlying proceeding gave rise to two appealed orders relevant here:

- (1) An order granting the Kondras² motion for summary judgment, which Appellants appealed to this Court as Appeal No. 2016-000130, and
- (2) An award to the Kondras of \$120,251.50 in attorneys' fees as a discovery sanction, which Appellants appealed to this Court as Appeal No. 2016-001583.

In the appeal presently before this Court (No. 2016-001583), the Court initially requested memoranda regarding the appealability of the sanctions award, and held the appeal in abeyance pending the resolution of that question. (*See* Court Correspondence dated August 9, 2016.) While that question was still pending before the Court, the parties reached a settlement in the underlying case and, on October 24, 2016, filed an Agreed Dismissal of the appeal of the summary judgment order (Appeal No. 2016-000130). This Court subsequently dismissed that appeal and remanded for the trial court to approve the settlement. When the settlement of the underlying case is approved by the trial court, it will moot this appeal due to the settlement's provision that the Kondras will not pursue the attorneys' fees awarded as a discovery sanction. *See* Release and Settlement Agreement at 2, ¶ 2 (attached as Exhibit B).

For the foregoing reasons, and in anticipation of the trial court's approval of the settlement, the parties respectfully request an extension of 30 days in which to comply with this Court's November 15, 2015 order to proceed with this appeal.

² For the sake of simplicity, the Respondents will be referred to collectively as "the Kondras."

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: A. Marvin Quattlebaum, Jr. *by Mark C. Baker*
with power

A. Marvin Quattlebaum, Jr.

SC Bar No. 13048

E-Mail: marvin.quattlebaum@nelsonmullins.com

104 South Main Street, Suite 900

Post Office Box 10084 (29603-0084)

Greenville, SC 29601

(864) 250-2300

Attorney for Respondents

Greenville, South Carolina

November 22, 2016

Exhibit A

Kelli Martin

From: Jeff P. Dunlaevy <Jeff@stephensonmurphy.com>
Sent: Tuesday, November 22, 2016 2:03 PM
To: Sarah Anderson
Cc: ronnie@blandrichter.com; Miles Coleman; Sam Outten; Marvin Quattlebaum; Bobbie Schilder; Meg Thrasher
Subject: RE: Kondra v. Nitsch Appeals -- joint consent motions for extension of time

Sarah:

I consent on behalf of the Nitsch parties.

Thanks,

Jeff

From: Sarah Anderson [mailto:sarah.anderson@nelsonmullins.com]
Sent: Tuesday, November 22, 2016 1:48 PM
To: Jeff P. Dunlaevy
Cc: ronnie@blandrichter.com; Miles Coleman; Sam Outten; Marvin Quattlebaum; Bobbie Schilder; Meg Thrasher
Subject: Kondra v. Nitsch Appeals -- joint consent motions for extension of time

Jeff,

Attached are two draft motions for an extension of time: one in 2016-001584 (the *Campbell v. Nitsch* sanctions appeal) and one in 2016-001583 (the *Kondra v. Nitsch* sanctions appeal). If these meet with your approval, could you please provide your consent (via a reply email)? We can then proceed to have them filed.

Please let me know if you have any questions or would like me to make any changes to the attached documents.

Thank you,

Nelson Mullins

Sarah R. Anderson
Attorney at Law
sarah.anderson@nelsonmullins.com

Nelson Mullins Riley & Scarborough LLP

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Exhibit B

RELEASE AND SETTLEMENT AGREEMENT

This **RELEASE AND SETTLEMENT AGREEMENT** (“Agreement”) is entered into on the 27th day of September, 2016, (“Effective Date”), by and between Brian Saxton, Douglass E. Kondra, and Helen Mullin Kondra, as Co-Personal Representatives of the Estate of Emil Paul Kondra, and as Co-Trustees of the Emil P. Kondra Revocable Trust, Emil P. Kondra, LLC, Emil P. Kondra Family Trust, Eileen Saxton and Douglass E. Kondra, as Co-Trustees of the Emil P. Kondra Family Trust, Douglass E. Kondra, Helen Perry, and Lawrence F. D’Alessio (the “Kondra Plaintiffs”), John M. Campbell, Jr., Esq. (“Mr. Campbell”), and Veronica G. Nitsch, Individually, as Trustee of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, and as Power of Attorney for both Robert A. Nitsch, individually and as Trustee of both the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, under that certain Durable Power of Attorney, dated December 28, 2014 and filed in Greenville County, South Carolina on April 10, 2015 (the “Nitsches”) (collectively, the “Parties”), and is intended to set forth the terms of the agreement reached by the Parties in connection with all disputes between them. This Agreement is not and shall not be construed as an admission of liability or wrongdoing on the part of any Party.

On September 11, 2012, the Nitsches filed an arbitration proceeding before the American Arbitration Association captioned *Robert A. Nitsch and Veronica G. Nitsch v. Emil P. Kondra et al.*, C.A. No. 16 125 Y 00529 12 (the “Arbitration”);

On September 26, 2012, in response to the Arbitration filed by the Nitsches, the Kondra Plaintiffs filed a declaratory judgment action in the Court of Common Pleas for Greenville County, South Carolina, captioned *Emil P. Kondra individually, and as Trustee of the Emil P. Kondra Revocable Trust et al., v. Robert A. Nitsch and Veronica G. Nitsch, Individually and as Trustees of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust*, C.A. No. 2012-CP-23-06209 (the “Kondra Action”);

On September 26, 2012, in response to the Arbitration filed by the Nitsches, Mr. Campbell filed a declaratory judgment action in the Court of Common Pleas for Greenville County, South Carolina, captioned *John M. Campbell, Jr., Esq. v. Robert A. Nitsch and Veronica G. Nitsch, Individually and as Trustees of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust*, C.A. No. 2012-CP-23-06211 (the “Campbell Action”);

The Nitsches alleged by way of counterclaims in the Kondra Action and Campbell Action that the Kondra Plaintiffs misrepresented and artificially inflated Emil P. Kondra and Douglass E. Kondra’s stock ownership in Ellcon-National, Inc. (“Ellcon”) with the assistance of Mr. Campbell (the “Counterclaims”). The Nitsches alleged that the actions of the Kondra Plaintiffs and Mr. Campbell diluted the Nitsches’ stock ownership in Ellcon and led to them receiving inadequate consideration for the shares they owned in Ellcon when it merged with a subsidiary of Faiveley Transport USA, Inc. (“Faiveley”) on July 31, 2008 (the “Allegations”), which allegations the Kondra Plaintiffs and Mr. Campbell denied;

By Order dated December 21, 2015, the Honorable Edward W. Miller granted the Kondra Plaintiffs and Mr. Campbell summary judgment on the Nitsches' Counterclaims asserted in the Kondra Action and Campbell Action (the "Summary Judgment Order");

On January 7, 2016, the Kondra Plaintiffs and Mr. Campbell submitted a Petition for Attorneys' Fees in accordance with the Report and Recommendation of the Discovery Referee appointed in the Kondra Action and Campbell Action dated August 21, 2015 and Order of Judge Miller dated September 29, 2015 (the "Petition for Attorneys' Fees");

By Order dated June 21, 2016, the Honorable Edward W. Miller granted the Kondra Plaintiffs and Mr. Campbell's Petition for Attorneys' Fees and awarded them attorneys' fees in the amount of \$120,251.50 as sanctions against the Nitsches.

The Nitsches filed a claim against the Estate of Emil Paul Kondra, Case No. 2015-ES-23-02685, and requested demand for an inventory of the Decedent Emil Paul Kondra's non-probate property pursuant to S.C. Code Ann. §62-3-706(c) in such case.

The Parties wish to settle and compromise all disputes between them, including all disputes concerning the Arbitration, the Counterclaims and Allegations, the Summary Judgment Order, and the Petition for Attorneys' Fees in the Kondra Action and Campbell Action.

The Parties hereby agree as follows:

1. The Nitsches agree to dismiss their appeal of the Summary Judgment Order in the Kondra Action and Campbell Action and waive the right to appeal any other Order in the Kondra Action and the Campbell Action.
2. The Kondra Plaintiffs and Mr. Campbell agree not to pursue the award of attorneys' fees as sanctions against the Nitsches pursuant to the Report and Recommendation and this Court's Orders dated September 29, 2015 and June 21, 2016, wherein the Kondra Plaintiffs and Mr. Campbell were awarded attorneys' fees as sanctions against the Nitsches in the amount of One Hundred Twenty Thousand Two Hundred Fifty-One and 50/100 (\$120,251.50) Dollars. *and will file a substitution*
3. Robert A. Nitsch is not competent to consent to this Release and Settlement Agreement. Veronica G. Nitsch is competent to act on her own behalf and to act on behalf of Robert A. Nitsch pursuant to the Power of Attorney, which was executed by Robert A. Nitsch when he was competent. Veronica G. Nitsch knows of no one else who has the right to object to this Agreement on Robert A. Nitsch's behalf. The Power of Attorney for Robert A. Nitsch is attached as Exhibit A.
4. Veronica G. Nitsch has executed an Affidavit of Compliance consistent with the Report and Recommendation and this Court's Order dated September 29, 2015, attached as Exhibit B, on behalf of herself individually, and as Trustee of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, and as Power of Attorney for both Robert A. Nitsch, individually and as Trustee of both the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust.

5. The Nitsches agree to release and forever discharge the Kondra Plaintiffs, their heirs, executors, and administrators, and/or employees, officers and agents, servants, predecessors, successors, members, managers, trustees, beneficiaries, and all other persons, insurers, attorneys, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, in law or in equity, liquidated or indefinite, known or unknown, suspected or unsuspected, direct or indirect, hidden or concealed, which the undersigned now has/have or which may hereafter accrue, based on any and all acts, omissions, events, facts or circumstances from the beginning of time up until the date of this Agreement, including but not limited to, those arising out of, described, referenced, or relating in any possible way to the Arbitration, the Counterclaims, the Allegations, the Kondra Action, and the Campbell Action. This includes any rights as shareholder, director, employee, or in any capacity whatsoever.
6. The Nitsches agree to release and forever discharge Mr. Campbell, his heirs, executors, and administrators, Nelson Mullins Riley & Scarborough, LLP, its partners, employees, officers and agents, servants, predecessors, successors, members, managers, insurers, firms, corporations, associations, or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue, based on any and all acts, omissions, events, facts or circumstances from the beginning of time up until the date of this Agreement, including but not limited to, those arising out of, described, referenced, or relating in any possible way to the Arbitration, the Counterclaims, the Allegations, the Kondra Action, and the Campbell Action. This includes any rights as shareholder, director, employee, or in any capacity whatsoever.
7. The Kondra Plaintiffs and Mr. Campbell agree to release and forever discharge the Nitsches, their agents, servants, heirs, executors, and administrators of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue, based on any and all acts, omissions, events, facts or circumstances from the beginning of time up until the date of this Agreement, including but not limited to, those arising out of, described, referenced, or relating in any possible way to the Arbitration, the Counterclaims, the Allegations, the Kondra Action, and the Campbell Action.
8. The Parties acknowledge and agree that this Agreement forever ends the rights of the Parties to pursue the claims asserted in the Arbitration, the Kondra Action, the Campbell Action, and in the Greenville County Probate Court, or any claims that could have been asserted therein (whether in a court of law, arbitration, or any forum) and as further defined in Paragraphs 5 and 6 of this Agreement, and that if the Nitsches pursue such claims, then such action shall be deemed a violation of this Agreement and will cause damage and injury to the Kondra Plaintiffs and Mr. Campbell. Upon the execution of this Agreement, the Nitsches agree to immediately and permanently withdraw and dismiss with prejudice their claim against the Estate of Emil Paul Kondra, Case No. 2015-ES-23-02685, and to also immediately and permanently withdraw and dismiss with prejudice their requested demand for an inventory of the Decedent's non-probate property pursuant to S.C. Code Ann. §62-3-706(c) in such case. Notwithstanding any language contained in this Agreement to the contrary, nothing in this Agreement shall be

intended and/or construed to release, limit or restrict in any way the Nitsch Parties' ability to pursue claims which they may have against their own legal counsel, including but not limited to claims arising out of the Nitsch Parties' representation in the Arbitration, the Counterclaims, the Allegations, the Kondra Action and/or the Campbell Action. All such rights and claims are expressly carved out of this Agreement and are expressly preserved.

9. The Parties acknowledge and agree that Paragraph 8 is material and essential to the Kondra Plaintiffs' and Mr. Campbell's agreement not to pursue the award of attorneys' fees as sanctions against the Nitsches pursuant to the Report and Recommendation and this Court's Orders dated September 29, 2015 and June 21, 2016, wherein the Kondra Plaintiffs and Mr. Campbell were awarded attorneys' fees as sanctions against the Nitsches in the amount of One Hundred Twenty Thousand Two Hundred Fifty-One and 50/100 (\$120,251.50) Dollars. The Nitsches agree that a violation of Paragraph 8 by the Nitsches will necessarily cause damages and injury to the Kondra Plaintiffs and Mr. Campbell.
10. The Parties acknowledge and agree that it would be difficult to measure the Kondra Plaintiffs and Mr. Campbell's damages in the event the Nitsches breach Paragraph 8 of this Agreement. Therefore, the parties hereby agree that in the event that the Nitsches pursue such claims against the Kondra Plaintiffs or Mr. Campbell in violation of Paragraph 8, the Nitsches shall be liable to pay, as liquidated damages and not a penalty, One Hundred Twenty Thousand Two Hundred Fifty-One and 50/100 (\$120,251.50) Dollars to the Kondra Plaintiffs and Mr. Campbell (the "Liquidated Damages"). The Parties acknowledge and agree that the amount stipulated as Liquidated Damages is not punitive and is a reasonable and fair estimate of the minimum damages to be suffered by the Kondra Plaintiffs and Mr. Campbell as a result of the Nitsches' breach of their obligations under this Agreement.
11. The Parties expressly acknowledge and declare that no other contract, promise or inducement has been made to them by each other, that the Parties have carefully read and fully understand all of the provisions of this Agreement, that the Parties have reviewed and discussed the terms of this Agreement with their legal counsel and that the Parties have signed the Agreement of their own free will and accord.
12. The Parties shall bear their own costs and expenses associated with the Agreement and the Arbitration, Kondra Action, and Campbell Action (and everything attendant to these matters) that led to the Agreement. However, if any Party brings any future action to enforce the terms of this Agreement, the Parties agree that, in addition to any other relief, attorneys' fees and costs may be recovered by the prevailing Party.
13. The terms of this Agreement will be presented on the record at a hearing held before the Honorable Edward W. Miller. Veronica G. Nitsch, for herself individually, and, through the Robert A. Nitsch Power of Attorney, for Robert A. Nitsch individually, and on behalf of both of them as Trustees of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, shall attend the hearing, in person or by telephone, to ensure she fully understands the terms and finality of this Agreement as it relates to her, her husband, and the trusts. Additionally, Michelle Marie Nitsch shall attend the hearing, in person or by telephone.

14. The Honorable Edward W. Miller and the Court of Common Pleas for Greenville County, South Carolina shall retain jurisdiction over any disputes arising under this Agreement. If the Honorable Edward W. Miller is not available to resolve such disputes, the Court of Common Pleas for Greenville County, South Carolina shall nonetheless remain the exclusive venue for resolution of any such disputes.
15. The Parties mutually agree that if any provision of this Agreement is found to be unenforceable, said provision shall be severed from the Agreement and shall have no effect on the enforceability of any other provision in the Agreement.
16. This Agreement constitutes the complete understanding between the Parties in this matter and supersedes any and all prior or contemporaneous representations, promises, inducements, understandings, and agreements. This Agreement may not be amended except by a written instrument signed by the Parties.
17. No Party shall disparage the other Party regarding the facts and circumstances that gave rise to the Arbitration, Kondra Action, Campbell Action, and this Agreement.
18. The Parties acknowledge that each and every covenant, warranty, release, and agreement contained herein shall enure to the benefit of, and be binding upon, the agents, members, managers, employees, assigns, and successors in interest of the Parties.
19. This Agreement shall be governed by the laws of the State of South Carolina.

[THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

SIGNED, SEALED AND DELIVERED

In the presence of:

[Handwritten Signature]

Witness #1

[Handwritten Signature]

Witness #2

[Handwritten Signature: Brian Saxton]

Brian Saxton, as Co-Personal Representative of the Estate of Emil Paul Kondra, and as Co-Trustee of the Emil P. Kondra Revocable Trust

SWORN to and subscribed by Brian Saxton before me this 16 day of September, 2016.

[Handwritten Signature]

Notary Public for [Handwritten Signature]

My Commission Expires: Feb 24, 2019

**Patricia D Tindall
Notary Public of New Jersey
My Commission Expires
February 24, 2019**

SIGNED, SEALED AND DELIVERED

In the presence of:

Emil Stenares
Witness #1

[Signature]
Witness #2

Douglas E. Kondra
Douglass E. Kondra individually, and as Co-
Personal Representative of the Estate of Emil
Paul Kondra, as Co-Trustee of the Emil P.
Kondra Revocable Trust, and as Co-Trustee of
the Emil P. Kondra Family Trust

SWORN to and subscribed by Douglass E.
Kondra before me this 26th day of September, 2016.

Michael K. Henson
Notary Public for South Carolina
My Commission Expires: 10/30/2023



SIGNED, SEALED AND DELIVERED

In the presence of:

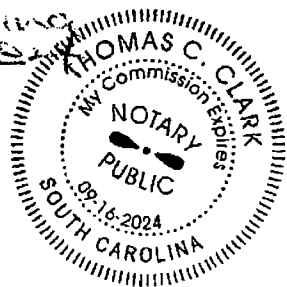
Nancy Dyer
Witness #1

[Signature]
Witness #2

Helen Mullin Kondra
Helen Mullin Kondra as Co-Personal
Representative of the Estate of Emil Paul
Kondra, and as Trustee of the Emil P. Kondra
Revocable Trust

SWORN to and subscribed by Helen Mullin
Kondra before me this 26th day of September
2016

[Signature]
Notary Public for South Carolina
My Commission Expires: 9-16-2024



SIGNED, SEALED AND DELIVERED
In the presence of:

Emil P. Kondra, LLC

[Signature]
Witness #1

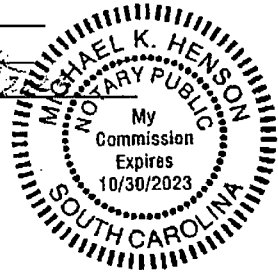
By: [Signature]
Douglass E. Kondra

[Signature]
Witness #2

Its: Manager

SWORN to and subscribed by Douglass E.
Kondra, Manager of Emil P. Kondra, LLC
before me this 26th day of September, 2016.

[Signature]
Notary Public for South Carolina
My Commission Expires: 10/30/2023



SIGNED, SEALED AND DELIVERED

In the presence of:

Ruth C. ...

Witness #1

Eileen Saxton

Eileen Saxton as Co-Trustee of the Emil P.
Kondra Family Trust

... ..

Witness #2

SWORN to and subscribed by Eileen Saxton
before me this 17 day of September, 2016.

Patricia D. Tindall

Notary Public for NY
My Commission Expires: Feb 24, 2019

Patricia D Tindall
Notary Public of New Jersey
My Commission Expires
February 24, 2019

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness #1

Witness #2

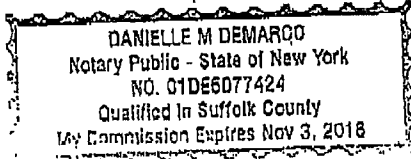
Allen M Seeley

Helen Perry (Signed by Allen M. Seeley as Attorney-in-Fact for Helen Perry under that Durable Power of Attorney recorded on July 5, 2016 in Book 2491, Page 2899 in the RMC Office of Greenville County)

SWORN to and subscribed by Helen Perry before me this 27th day of Sept, 2016.

Danielle M Demarco

Notary Public for NO
My Commission Expires: 11/3/18



FILED IN GREENVILLE COUNTY, SC *Timothy J. Ramsey*

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that as principal (the "Principal"), I, **Helen F. Perry**, a resident of the State of South Carolina, have made, constituted and appointed and by these presents do make, constitute and appoint **Allen Seeley**, my true and lawful attorney ("Attorney"), for the purposes hereinafter set forth. If he shall be unable or unwilling to serve or to continue to serve, then I appoint **Gregory D. Pike** as substitute or successor Attorney, to serve with the same powers.

ARTICLE I EMPOWERMENT OF ATTORNEY

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this Power of Attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. General Powers

To do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described below being in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof:

1. To demand, sue for, collect and receive all rents, dividends, interest, proceeds of sale, and any and all other funds or property of every kind and nature whatsoever which may be due or become due to me, and to deliver such releases, receipts, satisfactions and other discharges which my said Attorney may deem necessary or proper.
2. To make, execute and deliver in my name any deed, mortgage, lease, with or without covenants and warranties, contracts of purchase or sale, and any and all papers and agreements which my said Attorney may deem necessary or proper in handling my affairs with regard to all of my property, real, personal and mixed.
3. To endorse and deposit all checks, drafts, trade acceptances and other transfers of money to which I may become entitled to receive, and to withdraw from accounts standing in my name in banks, building and loan associations, depositories or other institutions where the same may be found including any assets which my said Attorney may from time to time deem proper, and with no responsibility upon the drawee institution to inquire as to the application of said proceeds, and to prepare, sign and submit any and all forms relating to Medicare, Medicaid or other government or private health plans.
4. To invest and reinvest, from time to time, and as often as my said Attorney may deem advisable any and all funds and/or properties which I may own or in which I have any interest. In making investments, my said Attorney shall not be limited to investments authorized by law for trust funds, but may exercise judgment without regard to such restrictions and without liability for mistakes of judgment when made in good faith.
5. To borrow any sum or sums of money on such terms and with such security, whether real or personal property, using bonds, mortgages and any other instrument or instruments of any kind and nature whatsoever which my said Attorney may deem necessary and proper.

6. To vote in person or by proxy any stock owned by me at any and all stockholders' meetings, and to execute powers of attorney authorizing another to vote by proxy.
7. To participate in any plan for the refunding or readjustment of any bonds or other securities, or for the enforcement of any obligation by foreclosure or otherwise, or in any corporate consolidation or reorganization which may affect any of the property which I own, or in any plan or proceedings therefor, for the protection of the holders of such securities, and to exercise and enforce or sell any rights which may be offered or become available in any such matters as my said Attorney may deem advisable.
8. To make such improvements, additions, alterations or repairs to any real estate which I may own, or which my Attorney may acquire, as may, in the judgment of my said Attorney, be necessary for my best interest.
9. To engage, employ and dismiss any agents, servants or other persons as my said Attorney may think fit.
10. To pay such household, medical and hospital expenses as my said Attorney may deem proper and reasonable, and to make and pay such charitable donations as my said Attorney may feel I would make if present.
11. To purchase United States Treasury Bonds which qualify for the payment of the Federal Estate Tax, at par and my Attorney is expressly directed to apply any and all United States Treasury Bonds so purchased for the payment of Federal Estate Taxes due by reason of my death.
12. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own negligence, and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best.
13. To transfer all of my stock and/or securities to my Attorney, as agent (with the beneficial ownership thereof remaining in me), if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein.
14. To supervise, compromise, enforce, arbitrate, defend or settle any claim by or against me arising out of property damages or personal injuries suffered by or caused by me, or under such circumstances that the loss resulting therefrom will or may fall on me, or to intervene in any action or proceeding relating thereto.
15. To demand, to receive, to obtain by action, proceeding or otherwise any money or other thing of value to which I am or may become or may claim to be entitled as salary, wages, commission or other distribution upon any stock, or as interest or principal upon any indebtedness, or any periodic distribution of profits from any partnership or business in which I have or claim an interest, and to endorse, collect or otherwise realize upon any instrument for the payments so received.
16. To prepare, to execute and file all joint or separate tax, social security, unemployment insurance and information returns for any years required by the law of the United States, or of any state or subdivision thereof, or of any foreign government, to prepare, to execute and to file all other papers and instruments which Attorney shall think to be desirable or necessary for safeguarding me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation, and to pay, to compromise, or to contest to or apply for refunds in connection with any taxes or assessments for which I am or may be liable, to consent to any gift for gift tax purposes and to utilize any gift splitting provision, or to make any tax election.
17. To employ and compensate medical personnel, including physicians, surgeons, dentists, medical specialists, nurses and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person, and to do so without liability for any neglect, omission, misconduct or the fault of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable care, and to dismiss any such persons at any time, with or without cause.

18. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish such safe deposit box, and any institution in which such safe deposit box may be located shall not incur liability by me or my estate as a result of permitting Attorney to exercise this power.

19. To transfer any or all property to any trust created by me for my benefit during my lifetime.

ARTICLE II TERMINATION, AMENDMENT, RESIGNATION AND REMOVAL

- A. Power Not Affected by Principal's Incapacity This Power of Attorney shall not be affected by physical disability or of mental incompetence of the Principal which renders the Principal incapable of managing their own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.
- B. Termination and Amendment This Power of Attorney shall remain in full force and effect until the first to occur of the following events: (1) Attorney has resigned as provided herein; (2) I have revoked this Power of Attorney by written instrument recorded in the public records of the County aforesaid; or (3) a committee shall have been appointed for me by a court of competent jurisdiction. This Power of Attorney may be amended by me at any time and from time to time, but such Amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the County aforesaid.
- C. Resignation In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a copy of her resignation and recording the original in the public records of the County aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this Power of Attorney.
- D. Removal Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the County aforesaid.

ARTICLE III INCIDENTAL POWERS AND BINDING EFFECT

In connection with the exercise of the powers herein described, Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate or incidental thereto, with the same validity and effect as if I were personally present, competent and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of my disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by Attorney alone, and the signature or act of Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent. No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or to my estate as a result of permitting Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

ARTICLE IV
MISCELLANEOUS

- A. Severability If any part of any provision of this Power of Attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Power of Attorney.
- B. Restrictions Notwithstanding any provision herein to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney and (b) any trust created by Attorney as to which I am a trustee.

IN WITNESS WHEREOF, as Principal, I have executed this Power of Attorney as of this 17th day of August, 1995 in multiple counterpart originals, and I have directed some photographic copies of this Power be made which shall have the same force and effect as an original.

Helen F. Perry (SEAL)
Helen F. Perry

STATE OF SOUTH CAROLINA)
 :
COUNTY OF GREENVILLE)

The foregoing Power of Attorney was this 17 day of August, 1995 signed, sealed, published and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us, who, at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

[Signature]
Witness #1
Shirley Babb
Witness #2

STATE OF SOUTH CAROLINA)
 :
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared deponent and made oath that (s)he saw the within named Principal sign, seal and as the Principal's act and deed deliver the within Power of Attorney, and that deponent, with the other witnesses whose names are subscribed above, witnessed the execution thereof.

SWORN to before me this 17
day of August, 1995
[Signature]
S. Allan Hill
Notary Public for South Carolina
My Commission Expires: November 3, 1998

Shirley Babb
Witness #1 or #2

SIGNED, SEALED AND DELIVERED

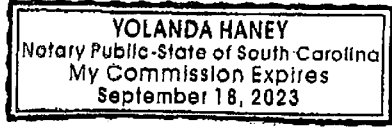
In the presence of:

[Signature]
Witness #1

Lawrence F. D'Alessio
Lawrence F. D'Alessio

[Signature]
Witness #2

SWORN to and subscribed by Lawrence F. D'Alessio before me this 20 day of Sept., 2016.



Yolanda Haney
Notary Public for SC
My Commission Expires: 9-18-23

SIGNED, SEALED AND DELIVERED

In the presence of:

Vicki Kasmussen

Witness #1

John M. Campbell, Jr.

John M. Campbell, Jr., Esq.

Patricia A. Waters

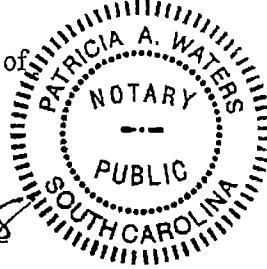
Witness #2

SWORN to and subscribed by John M. Campbell, Jr., Esq. before me this 26 day of September, 2016.

Patricia A. Waters


Notary Public for South Carolina

My Commission Expires: 2/28/2018

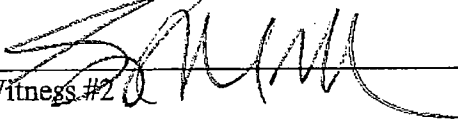


SIGNED, SEALED AND DELIVERED

In the presence of:




Witness #1

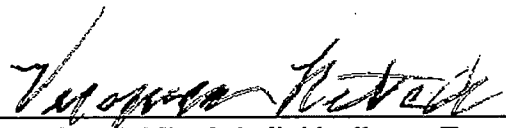


Witness #2

SWORN to and subscribed by Veronica G. Nitsch before me this 27 day of SEPT., 2016.



Notary Public for SC
My Commission Expires: 6-29-14



Veronica G. Nitsch individually, as Trustee of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, and as Power of Attorney for Robert A. Nitsch, individually, and as Trustee of both the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, under that certain Durable Power of Attorney, dated December 28, 2014 and filed in Greenville County, South Carolina on April 10, 2015.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, ROBERT A. NITSCH, a legal resident of the County of Greenville, State of South Carolina, hereby revoke any and all other powers of attorney heretofore made by me, and by these presents do make, constitute and appoint my wife, VERONICA G. NITSCH, as my true and lawful attorney in fact to set in, manage, and conduct all my estate and all my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, or to concur with persons jointly interested with myself therein in the doing or executing of, all or any of the following acts, deeds, and things, all of which shall be done in a fiduciary capacity:

(1) To buy, receive, lease, accept or otherwise acquire, sell, give, convey, transfer, mortgage, hypothecate, pledge, borrow, quitclaim, or otherwise encumber or dispose of, or to contract or agree for the acquisition, disposal, or encumbrance of any property, real, personal, tangible or intangible, upon such terms, considerations and conditions as my said attorney in fact shall think proper;

(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my property or any interest therein; to eject, remove, or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof;

(3) To make, do, and transact all and every kind of business of whatever nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, social security payments, veteran's administration benefits, demands, debts, taxes and obligations, or any rebate, refund or discount thereon, which may now or hereafter be due, owing or payable by me or to me, and to make disclaimers on my behalf for any inheritance or any other reason;

(4) To make, endorse, negotiate, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, contracts of sale, assignments, agreements, certificates, hypothecations, checks, notes, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient or proper in the premises;

(5) To deposit and withdraw for the purposes hereof, in either my said attorney's name, or my name or jointly in both names, or in my name jointly with another person, in or from any banking or savings institution, money market fund or other investment, any funds, negotiable papers, or moneys which may come into my said attorney's hands as such attorney in fact, or which I now or hereafter may have on deposit, or be entitled to;

(6) To institute, prosecute, protest, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, claims for refund, assessment notices or tax deficiencies, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;

(7) To act as my attorney in fact or proxy in respect to any stocks, shares, bonds, warrants, rights, or other investments, rights, or interests, that I may now or hereafter hold;

(8) To receive, endorse, and collect checks payable to the order of the undersigned drawn on any firm, person, corporation, limited liability company, partnership, or association, or on the treasurer or other fiscal officer of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof;

(9) To make, verify and file federal, state and/or other tax returns of all kinds, claims for refund, requests for extensions of time, make petitions to the tax court or other courts regarding tax matters and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney as needed for federal and state tax purposes, closing agreements of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause me to be represented in any and all such proceedings;

(10) To transfer any of my assets to my spouse, my children and my other lineal descendants by gift, including to any such person serving as attorney in fact, or to any trust funds of which said persons are beneficiaries, revocable or irrevocable, funded or unfunded; provided, however, that my attorney in fact shall not be authorized to make any gift which incurs federal or state gift tax or to make any gift to one person, other than my spouse, in any calendar year which exceeds the amount of the federal annual gift tax exclusion under Section 2503(b) of the Internal Revenue Code, as then in effect at the time of the gift;

(11) Subject to the limitations set forth in Paragraph (10) above, to establish trust funds, revocable or irrevocable, funded or unfunded, for the benefit of me, my spouse, my children and my other lineal descendants, and to transfer any of my assets to such trusts;

(12) To have access at any time or times to any safe deposit box rented by me or jointly with another, wherever located, to inventory same, and to remove anything from said safe deposit box, including, but not limited to, my original durable power of attorney; and any institution in which any such safe deposit box may be located is not required to make any inquiry, and shall not incur any liability to me or my estate as a result of permitting my attorney in fact to exercise this power. This power is exercisable without: (a) any contact with or notice to me, my spouse, and/or any interested persons to my estate; (b) any prior court order or authorization; (c) any knowledge of or any prior determination as to my mental or physical capacity or incapacity; (d) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown; or (e) any inquiry;

(13) To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States estate taxes imposed at my death upon my estate; and

(14) To exercise or perform any act, power, duty, right, or obligation whatsoever that I, as principal, now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real, personal, tangible or intangible, or matter whatsoever.

This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to my said attorney in fact.

No person who may act in reliance upon the representations of my attorney in fact for the scope of authority granted to the attorney in fact shall incur any liability as to me or to my estate as a result of permitting the attorney in fact to exercise this authority, nor is any such person who deals with my attorney in fact responsible to determine or ensure the proper application of funds or property.

This power of attorney shall remain in full force and effect until I have revoked it by written instrument. This power of attorney may be amended by me at any time and from time to time by written instrument. Any person named herein as attorney in fact may be removed by written instrument executed by me. If this power of attorney has been recorded in the public records of the County aforesaid, then any revocation, amendment, or removal shall also be recorded in the public records of the County aforesaid. All references to attorney in fact shall include the plural as well as the singular, and the feminine, masculine and neuter genders.

Notwithstanding any provisions herein to the contrary, my attorney in fact shall not satisfy the legal obligations of the attorney in fact out of any property subject to this power of attorney. Except to the extent this power of attorney specifically authorizes gifts to my attorney in fact, my attorney in fact may not exercise this power in favor of the attorney, the attorney's estate, the attorney's creditors, or the creditors of the attorney's estate.

Notwithstanding any provision herein to the contrary, my attorney in fact shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of my attorney in fact, and (b) any trust created by my attorney in fact as to which I am a trustee.

Notwithstanding any provision herein to the contrary, this power of attorney shall not revoke, or be deemed to revoke, any health care powers of attorney heretofore made by me.

By this power of attorney I am giving and granting unto my said attorney in fact full power and authority to do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person if personally present, the above specifically enumerated powers herein being in aid and exemplification of the full, complete and general powers herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney in fact shall lawfully do or cause to be done by virtue of these presents.

And I hereby declare that any act or thing lawfully done hereunder by my said attorney in fact shall be binding on myself, my heirs, my legal and personal representatives, and assigns, whether the same shall have been done before or after my death, or other revocation of this instrument, unless and until reliable intelligence or notice thereof shall have been received by my said attorney in fact.

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his

own estate. It is my intention that the power and authority conferred herein upon my attorney in fact shall be exercisable notwithstanding my physical disability or mental incompetence. All acts done by my attorney in fact pursuant to this power during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind me, and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled.

It is my express intention that after the onset of mental disability my attorney in fact shall not be required to file any inventory or accounting with the Probate Court, but my attorney in fact shall keep accurate books and records in order to account to me or my heirs or personal representatives. I direct that no surety bond or other security shall be required to be posted in any jurisdiction by my attorney in fact or any successor before or after my mental disability.

In the event of the resignation, death, removal, or inability to act of the original attorney in fact named herein, then I hereby make, constitute and appoint my son, ROBERT A. NITSCH, JR., and my daughter, MICHELLE MARIE NITSCH, as my successor co-attorneys in fact. In the event of the resignation, death, removal, or inability to act of either ROBERT A. NITSCH, JR. or MICHELLE MARIE NITSCH as my successor co-attorney in fact, then the remaining one of them shall serve as my sole successor attorney in fact. **When more than one attorney in fact is serving hereunder, then any action taken pursuant to this power of attorney shall require the unanimous consent of all attorneys in fact then serving.** Any attorney in fact at any time serving hereunder may resign at any time by written notice to me. Unless otherwise provided for

herein, in the event of my mental incompetence any attorney in fact resigning hereunder may appoint a successor attorney in fact. Any successor attorney in fact shall be vested with all the duties, rights, titles and powers, whether discretionary or otherwise conferred herein, as if originally named as attorney in fact. No successor attorney in fact shall be liable or responsible in any way for any acts or defaults of any predecessor attorney in fact, but such successor attorney in fact shall be liable only for his or her own acts and defaults with respect to property actually received by him or her as such attorney in fact. The successor attorney in fact may accept the accounting rendered and the assets and property delivered to him or her by the predecessor attorney in fact as a full and complete discharge of the predecessor attorney in fact, and shall incur no liability or responsibility by reason thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of December, 2014, and I direct that photographic copies of this Durable Power of Attorney can be made which shall have the same force and effect as an original.

R.A. Nitsch
ROBERT A. NITSCH

SIGNED, SEALED, PUBLISHED and DECLARED by the above-named ROBERT A. NITSCH as and for his Durable Power of Attorney, in the sight and presence of us, who, at his request, and in his sight and presence, and in the sight and presence of each other, have hereunto signed our names as attesting witnesses.

William Young of Laguna Niguel, CA

Debi R Young of Laguna Niguel, CA

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

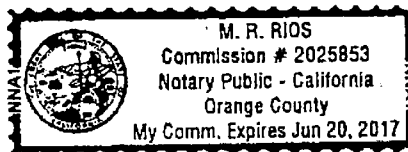
On December 28, 2014, before me, M.R. RIOS, NOTARY PUBLIC

Personally appeared Robert A. Nitsch, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature] (Seal)



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE) THIRTEENTH JUDICIAL CIRCUIT

Emil P. Kondra individually, and as) Civil Action No. 2012-CP-23-06209
Trustee of the Emil P. Kondra)
Revocable Trust, Emil P. Kondra, LLC,)
Emil P. Kondra Family Trust, Eileen)
Saxton and Douglass E.)
Kondra, as Trustees of the Emil P.)
Kondra Family Trust, Douglass E.)
Kondra, Helen Perry, and Lawrence F.)
D'Alessio,)
)
Plaintiffs,)

vs.)

Robert A. Nitsch and Veronica G.)
Nitsch, Individually and as Trustees of)
the Amended and Restated Veronica G.)
Nitsch Revocable Trust and the)
Amended and Restated Robert A. Nitsch)
Revocable Trust,)
)
Defendants.)

**AFFIDAVIT OF
COMPLIANCE OF
VERONICA G. NITSCH**

John M. Campbell, Jr., Esq.,) Civil Action No. 2012-CP-23-06211
)
Plaintiff,)

vs.)

Robert A. Nitsch and Veronica G.)
Nitsch, Individually and as Trustees of)
the Amended and Restated Veronica G.)
Nitsch Revocable Trust and the)
Amended and Restated Robert A. Nitsch)
Revocable Trust,)
)
Defendants.)

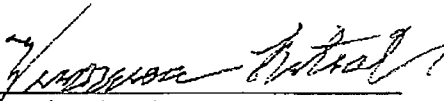
Personally appeared before me, the undersigned, who, being duly sworn, states as follows:

1. My name is Veronica G. Nitsch.
2. I am over eighteen (18) years of age.
3. I am of sound mind and competent to execute this affidavit.
4. Robert A. Nitsch executed a Durable Power of Attorney appointing me as his attorney-in-fact, while he was competent. The Durable Power of Attorney was dated December 28, 2014 and filed in Greenville County, South Carolina on April 10, 2015.
5. I believe that Robert A. Nitsch is now incompetent to understand and execute this Release and Settlement Agreement.
6. I am acting on behalf of myself and as Power of Attorney for Robert A. Nitsch under that certain Durable Power of Attorney, dated December 28, 2014 and filed in Greenville County, South Carolina on April 10, 2015.
7. I know of no one that will object to Robert A. Nitsch's incompetence and inability to understand and execute the Release and Settlement Agreement in the Kondra action and the Campbell action.
8. I know of no one that will object to me acting as attorney-in-fact, on behalf of Robert A. Nitsch, individually and as Trustee of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, in executing the Release and Settlement Agreement, pursuant to the above-referenced Durable Power of Attorney for Robert A. Nitsch.
9. In accordance with the Court's Order entered September 29, 2015, all copies of the "Disputed Documents," as defined in the Report and Recommendation dated August

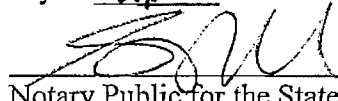
- 21, 2015, together with all copies of any other documents delivered to Veronica G. Nitsch by Helen Mullin Kondra (collectively the "Kondra Documents"), that are in the possession of Robert A. Nitsch and Veronica G. Nitsch, Individually and as Trustees of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust have been destroyed.
10. All copies of the Kondra Documents disseminated to any third party, including but not limited to Michael Sylvester Whitney, have been destroyed.
 11. Robert A. Nitsch and Veronica G. Nitsch, Individually and as Trustees of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust are not in possession of any copies of the Kondra Documents.
 12. No third party, other than counsel for Brian Saxton, Douglass E. Kondra, and Helen Mullin Kondra, as Co-Personal Representatives of the Estate of Emil Paul Kondra, and as Co-Trustees of the Emil P. Kondra Revocable Trust, Emil P. Kondra, LLC, Emil P. Kondra Family Trust, Eileen Saxton and Douglass E. Kondra, as Co-Trustees of the Emil P. Kondra Family Trust, Douglass E. Kondra, Helen Perry, and Lawrence F. D'Alessio (the "Kondra Plaintiffs") and Mr. John M. Campbell, Jr., are in possession of any of the Kondra Documents.
 13. I have returned or destroyed all copies of the Kondra Documents to counsel for the Kondra Plaintiffs and Mr. Campbell.

Signature Block Next Page

FURTHER AFFIANT SAYETH NOT.


Veronica G. Nitsch

Sworn to before me this 27th
day of Sept 2016.


Notary Public for the State of South Carolina
My commission expires: 9-24-19

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Edward W. Miller, Circuit Court Judge

RECEIVED
NOV 23 2016
SC Court of Appeals

Case No. 2012-CP-23-06209
Appellate Case No. 2016-001583

Emil P. Kondra, individually, and as Trustee of Emil P. Kondra Revocable Trust, Emil P. Kondra, LLC, Emil P. Kondra Family Trust, Eileen Saxton and Douglass E. Kondra, as Trustees of the Emil P. Kondra Family Trust, Douglass E. Kondra, Helen Perry, and Lawrence F. D'Alessio, Respondents,

v.

Robert A. Nitsch and Veronica G. Nitsch, Individually, and as Trustees of the Amended and Restated Veronica G. Nitsch Revocable Trust and the Amended and Restated Robert A. Nitsch Revocable Trust, Appellants.

PROOF OF SERVICE

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough, LLP, attorneys for Respondent, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleading:

Joint Consent Motion for an Extension of Time

Counsel Served:

Jeffrey P. Dunlaevy, Esquire
Stephenson & Murphy, LLC
207 Whitsett Street
Greenville, SC 29601

Kelli D. Martin

Kelli Diamond Martin
Administrative Assistant

November 23rd, 2016.

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law

104 South Main Street / Ninth Floor / Greenville, SC 29601

Tel: 864.250.2300 Fax: 864.250.2376

www.nelsonmullins.com

A. M. Quattlebaum, Jr.

Tel: 864.250.2209

Fax: 864.250.2376

marvin.quattlebaum@nelsonmullins.com

November 23, 2016

Hand Delivered

The Honorable Jenny Abbott Kitchings

Clerk of Court

SC Court of Appeals

P.O. Box 11629

Columbia SC 29211

RECEIVED
NOV 23 2016
SC Court of Appeals

RE: Emil P. Kondra v. Robert A. Nitsch
Appellate Case No. 2016-001583
Our File No. 21638/01501

Dear Ms. Kitchings:

Enclosed are the original and seven copies of a *Joint Consent Motion for an Extension of Time* in the above-referenced matter, along with our firm's check in the amount of \$25, which represents the filing fee for this Motion. We would appreciate it if you would file the original and return a clocked in copy to us via our courier.

By copy of this letter to all counsel, we are hereby serving them with copies of the above referenced pleading.

Very truly yours,

A. M. Quattlebaum Jr.
A. M. Quattlebaum, Jr. *by Will Caldwell
with permission*

AMQ:kdM

Enclosures

cc: Jeffery P. Dunlaevy, Esquire