

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

Case No. 2011-CP-08-2439

INDRA SI, S.A.

Respondent,

v.

ROTOMOTION, LLC, a
South Carolina
Limited Liability Company

Appellant.

SUPPLEMENTAL RECORD ON APPEAL

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
940 Johnnie Dodds Blvd.
Suite 203
Mount Pleasant, SC 29464
(843) 216-6161
Attorney for Appellant

Brian A. Hellman, Esq.
Hellman Yates
145 King Street, Suite 102
Charleston, SC 29401
(843) 266-9099
Attorney for Respondent

RECEIVED
NOV 20 2012
SC Court of Appeals

ORIGINAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

Case No. 2011-CP-08-2439

INDRA SI, S.A.

Respondent,

v.

ROTOMOTION, LLC, a
South Carolina
Limited Liability Company

Appellant.

RECEIVED

DEC 21 2012

SC Court of Appeals

ORIGINAL

SUPPLEMENTAL RECORD ON APPEAL

Karen M. DeJong, Esq.
DeJong Law Firm, LLC
940 Johnnie Dodds Blvd.
Suite 203
Mount Pleasant, SC 29464
(843) 216-6161
Attorney for Appellant

Brian A. Hellman, Esq. and
Jason S. Smith, Esq.
Hellman Yates
145 King Street, Suite 102
Charleston, SC 29401
(843) 266-9099
Attorneys for Respondents

INDEX

Plaintiff's First Set of Interrogatories upon Defendant Rotomotion, LLC dated September 2, 2011..... 96

Plaintiff's First Request for Production upon Defendant Rotomotion, LLC dated September 2, 2011..... 101

Affidavit of Eduardo Ricardo Viaggio dated February 2, 2012..... 108

Notice of Hearing by Plaintiff dated March 21, 2012..... 130

Transcript of Proceeding held on April 2, 2012 before Hon. Kristi Lea Harrington 136

Email from Karen DeJong to Brian Hellman dated November 21, 2011..... 150

Certificate of Counsel.....152

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Indra SI, S.A.

Plaintiff,

v.

Rotomotion, LLC, a South Carolina Limited Liability Company,

Defendant.

IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT

2011-CP-08-2439

PLAINTIFF'S FIRST SET OF INTERROGATORIES UPON DEFENDANT ROTOMOTION, LLC

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANT ROTOMOTION, LLC

Plaintiff Indra SI, S.A. ("Plaintiff" or "Indra") serves the following interrogatories to Defendant Rotomotion, LLC ("Defendant" or "Rotomotion"), pursuant to Rule 33, South Carolina Rules of Civil Procedure. Each interrogatory shall be answered separately and fully in writing under oath unless it is objected to, in which event the grounds for objection shall be stated and signed by the attorney making it. Pursuant to South Carolina Rule of Civil Procedure 33, Rotomotion should respond in writing to these First Interrogatories and serve responsive documents within forty-five (45) days of the date of service hereof to Brian A. Hellman, Esq., Hellman & Yates, PA, 145 King Street, Suite 102, Charleston, SC 29401.

INTERROGATORIES TO DEFENDANT

1. What is the name and current address of the person(s) answering these interrogatories, and, if applicable, each person's official position, office or relationship with Rotomotion?

2. State the name and current address of each person that provided information, documents or data used by Rotomotion in preparation of the answers to these interrogatories.

3. Identify all officers, directors, managers, employees, personnel, representatives and agents of Rotomotion who participated in any meetings, conversations or telephone calls or sent or received letters, emails, correspondence or other communications with representatives of Plaintiff regarding the purchase and sale of an SR20 Helicopter and ancillary equipment and services which is the subject of the Complaint filed herein (the "Sale Transaction").

4. Identify all officers, directors, managers, employees, personnel, representatives and/or agents of Plaintiff who participated in any meetings, conversations or telephone calls, sent or received letters, emails, correspondence or other communications with representatives of Rotomotion regarding the Sale Transaction.

5. Identify each bank, financial institution, lender, creditor, financing party or other person to whom Rotomotion is indebted or obligated, whether as a result of a loan, credit or advance or the issuance of a line of credit, letter of credit or other facility to or for the account or benefit of Rotomotion.

6. Identify all persons or entities contracted, subcontracted or otherwise engaged directly or indirectly by Rotomotion to perform, furnish or provide labor, services, supplies, materials, equipments, parts, systems, intellectual property, components, testing or other items or activities related to the design, fabrication, manufacture, production, testing, assembly, packing, crating, shipping and delivery of the SR20 Helicopter and ancillary equipment that was the subject of the Sale Transaction.

7. Identify all persons or entities who placed orders with Rotomotion for the delivery of an SR20 Helicopter or any other Helicopter, or both, in the period of time from January 1, 2008 to the present.

8. Identify all permits, approvals, licenses, clearances, registrations, certifications and other authorizations issued by or obtained from any governmental entity or governmental authority which are required for the manufacture, distribution, sale, marketing and delivery of the SR20 Helicopter or any other Helicopter, or both, that was the subject of the Sale Transaction.

9. Identify any bank, financial institution, lender, creditor, financing party or other person to whom Rotomotion paid, wired, transferred, deposited or loaned all or any portion of the funds that were pre-paid by Plaintiff to Defendant for the SR20 Helicopter, or any other Helicopter, or both and related equipment that was the subject of the Sale Transaction.

10. Describe any act or omission by Plaintiff or other fact(s) which you contend excuses, relieves, releases or discharges Rotomotion from the payment of damages and losses sustained by Plaintiff caused by, arising out of, resulting from or relating to the Sale Transaction.

11. List the names and addresses of all persons who are believed or known by Rotomotion, your officers, directors, managers, employees, personnel, agents, representatives or your attorneys to have any knowledge concerning any of the issues in this lawsuit and specify the subject matter about which the witness has knowledge.

12. If any officers, directors, managers, members, employees, personnel, agents, representatives or attorneys of Rotomotion have heard or know about any statement or remark made by or on behalf of Plaintiff or its officers, employees, agents or representatives, concerning any issue in this lawsuit, state the name and address of each person who made the statement or

statements, the name and address of each person who heard it, and the date, time, place, and substance of each statement.

13. State the name and address of every person known to the officers, directors, managers, members, employees, personnel, agents, representatives and attorneys, who has knowledge about, or possession, custody, or control of, any agreement, contract, purchase order, request, proposal, quote, instrument, letter, notes, correspondence, email or other document or communication and any model, plat, map, drawing, motion picture, videotape, or photograph pertaining to any fact or issue involved in this case; and describe as to each, what item such person has, the name and address of the person who took or prepared it, and the date it was taken or prepared.

14. For each lawsuit filed in the State of South Carolina (other than the present matter) in which Defendant has been a party during the period from January 1, 2008 to the present, state whether you were plaintiff, defendant or third party defendant, the name of the action, the case number and the court in which such suit was filed.

HELLMAN & YATES, P.A.

By: 

Brian A. Hellman

bh@hellmanyates.com

SC Bar # 72399

145 King Street, Suite 102

Charleston, SC 29401

(843) 266-9099

(843) 266-9188 facsimile

ATTORNEYS FOR THE PLAINTIFF

Charleston, South Carolina
September 2, 2011.

evidencing, describing, in support of, in substitution of, arising out of, reflecting or analyzing.

- c. "Contend" (or "contend") means assert, allege, admit, acknowledge, agree, believe, or argue, whether such contention is asserted or not asserted in this action or any other lawsuit.
- d. "Defendant" or "Rotomotion" means the defendant in this action, Rotomotion, LLC.
- e. "Document" (or "document") means any medium upon which text, data images or information can be recorded, written, stored or retrieved, and includes, without limitation, the original and each copy and nonduplicate copy, regardless of origin or location, of any book, pamphlet, periodical, letter, memorandum, invoice, bill, order form, receipt, financial statement, correspondence, accounting entry, diary, calendar, telex, telegram, cable, telecopy or facsimile, e-mail, report, photographic or electronic surveillance (or the transcript thereof), record, contract, agreement, study, audio, digital, optical or video recording, handwritten note, draft, work paper, position paper, chart, print, laboratory report, drawing, sketch, draft, index, list, tape, photograph, data stored on computer disks or otherwise electronically or magnetically stored, microfilm, data sheet, or data processing card, or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however printed, typed, written, recorded, produced or reproduced, which is in your possession, custody, control or which was, but is no longer, in your possession, custody, or control.
- f. "Identification," or "identify," when used in reference to (a) a natural person, requires statement of his/her full name, present or last known residential and business address, and present or last known employer; (b) an entity, organization or association, requires statement of its full name and any names under which it does business, its state of organization, and the address of its principal place of business; (c) a Document, requires statement of the number of pages and the nature and substance of its contents, its title, its date, the name(s) of the author(s) and recipient(s) and its present location and custodian; (d) a Communication, requires you, if any part of the Communication was written, recorded, summarized or referenced, to identify the document(s) which refer to or evidence the Communications, and, to the extent that the Communication is nonwritten, to identify the persons participating in the communication and to state the date, manner, place and substance of the communication;

or (e) a meeting, requires statement of the date, place and duration of such meeting, identify each attendee, state whether there are any Documents which set forth, memorialize, or refer to such meeting, and if such Documents exist, identify each document.

g. "Person" means any natural person and any entity, including without limitation any company, corporation, partnership, business trust, limited liability company, trust, unincorporated association, authority, government, government commission, government agency, businesses, and all forms of organization or association.

h. "Plaintiff" or "Indra" means the plaintiff in this action, Indra SI, S.A.

i. "State the basis" or "statement of the basis", when used herein concerning a position or a particular claim, contention, or allegation, furnish a full explanation of your position, claim, contention, or allegation rather than merely stating it; in your answer identify each and every communication and each legal theory supporting, referring to, or evidencing such position, claim, contention, or allegation; identify all witnesses and identify pertinent portions of all documents, or other evidence which support, substantiate or otherwise prove such basis or position, or upon which there is an intent to rely.

j. "You" or "your" means Rotomotion and, as applicable, each of its officers, directors, partners, members, ventures, council members, staff, agents, representatives, employees, attorneys, advisors, consultants, assigns, affiliates, and owned or controlled entities or agencies.

2. Objections to Request or Assertions of Privilege. If Rotomotion or its attorneys believe that any of the discovery requests herein are objectionable or call for information or documents subject to a claim of privilege, answer or produce all to which there is not an objection. Please state that part of each discovery request to which an objection is raised, and set forth the basis for the claim of privilege with respect to such information not being provided or produced, including a statement identifying the nature of the information withheld. In stating this basis and for each Document and Communications as to which a privilege is claimed:

- a. Identify and state the type of Document being withheld.
- b. Identify the particular privilege or objection raised.

- c. State the date and subject matter of the Document or Communication.
- d. State the name of the source of the Document or Communication.
- e. State the name(s) of the preparer(s) and/or originator(s) of the Document or Communication.
- f. State the names of all Persons to whom the Document was addressed, delivered, served, copied, and/or presented to, or who participated in, heard, overheard, or were otherwise privy to the Communications.

3. Lost, Missing, Destroyed or Misplaced Documents. If any or all Documents identified herein are no longer in Rotomotion's possession, custody, or control because of destruction, loss or any other reason, then do the following with respect to each and every such Document: (a) describe the nature of the Document (e.g., letter, memorandum, etc.); (b) state the date of the Document; (c) identify the Persons who sent and received the original and a copy of the Document; (d) state in as much detail as possible the contents of the Document; and (e) state the manner and date of disposition of the Document.

4. Computer-Based Information. In those instances where requested information is stored only on software or other computer-based mediums or data compilations, the raw data shall be produced along with all codes and programs for translating it into usable form.

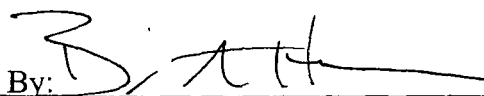
DOCUMENTS REQUESTED

- 1. All letters, memoranda, faxes, emails, telegrams and other communications (collectively "Communications") received by Rotomotion from Indra in any way relating to the sale by Rotomotion to Indra of an SR20 Helicopter and related equipments and services that is the subject of this case (the "Sale Transaction").
- 2. All Communications sent by Rotomotion to Indra in any way arising out of, resulting from or relating to the Sale Transaction.
- 3. All Communications sent by Rotomotion to or received by it from any third person arising out of, resulting from or relating to the Sale Transaction.

4. All documents setting forth the terms and conditions of the sale of the SR20 Helicopter and related equipment that is the subject of the Sale Transaction by Rotomotion to Indra.
5. All quotations, purchase orders, invoices sent by Rotomotion to or received by it from Indra relating to the Sale Transaction.
6. All contracts, agreements purchase orders by or between Rotomotion with any person for labor, services, materials, equipment, systems, information technology, intellectual property rights and other items and activities to be furnished, provided or performed by any third party in connection with the design and manufacture of the SR20 Helicopter and related equipment that is the subject of the Sale Transaction.
7. All notes, summaries, recordings and other Documents concerning or relating in any way to any meeting or telephone call among any representative of Rotomotion with any representative of Indra in which the terms of the Sale Transaction were discussed.
8. All deposit slips, wire instructions or other documents relating to the deposit by Rotomotion, LLC of the pre-payment of the Purchase Price for the SR20 Helicopter and related equipment that is the subject of the Sale Transaction received from Indra.
9. Any loan agreement, credit agreement, mortgage, lease, security agreement, pledge agreement or other contract, agreement, instrument or document pursuant to which Rotomotion, LLC has granted a security interest, lien or other encumbrance to or in favor of any third party in any inventory, raw materials, goods in progress, accounts, receivables, invoices or sale proceeds.
10. Any complaint or petition filed by a third party in any law suit or proceeding in which Rotomotion is a party arising out, resulting from of or relating to the sale of an SR20 Helicopter system during the period of time from January 1, 2008 to the present.
11. Any Communication by Rotomotion to any lender, investor, trustee, collateral agent, administrative agent or financing party referencing or incorporating information relating to the production and/or sale of the SR20 Helicopter and related equipment that is the subject of the Sale Transaction.
12. All documents produced by or for Rotomotion during fabrication, production, assembly, testing, quality control/quality assurance, packing and crafting of the SR20 Helicopter and related equipment that is the subject of the Sale Transaction.

13. All Communications by Rotomotion with any insurance company, insurance broker, insurance agent, customs broker, freight forwarder or agent regarding or relating to the production, shipping, warranty and/or use of the SR20 Helicopter and related equipment that is the subject of the Sale Transaction.
14. Copies of any documents disclosed or provided by Rotomotion to any third party in connection with a potential merger, consolidation, sale of assets, recapitalization, reorganization, loan, financing or credit arrangement in any way describing or referencing the Sale Transaction or claim of Indra against Rotomotion arising out of or relating to the non-delivery of the SR20 Helicopter and related equipment that is the subject of the Sale Transaction.
15. All agreements, contracts, quotes, letters of interest, memoranda of understanding, purchase order or other documents setting forth terms and conditions of sale of an SR20 Helicopter by Rotomotion to any persons or entity other than Indra from January 1, 2009 to the present.
16. Copies of any complaints, petitions or other pleadings filed in any lawsuit pending during the period of time from January 1, 2008 to the present in which Rotomotion is or was a defendant or third-party defendant.

HELLMAN & YATES, P.A.

By: 

Brian A. Hellman
bh@hellmanyates.com
SC Bar # 72399
145 King Street, Suite 102
Charleston, SC 29401
(843) 266-9099
(843) 266-9188 facsimile

ATTORNEYS FOR THE PLAINTIFF

Charleston, South Carolina
September 2, 2011.



EDELMIRA RINGELHEIM

 Escribana

 MAT. 2059

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY)	
)	
INDRA SI S.A.)	Case No.: 2011-CVP-08-2439
Plaintiff,)	
)	
vs.)	
)	
ROTOMOTION, LLC)	
)	
Defendant.)	
)	

AFFIDAVIT

ARGENTINA

CITY OF BUENOS AIRES

Affiant, Eduardo Ricardo Viaggio, being duly sworn, does hereby testify and say:

GENERAL ALLEGATIONS

1. I, Eduardo Ricardo Viaggio, am an officer of Indra SI S.A., a corporation organized under the laws of the Republic of Argentina with its principal place of business in Buenos Aires, Argentina ("Indra").

2. Indra is the plaintiff in the above-captioned matter.

3. On the basis of my position as an officer of Indra and my review of documents, records and accounts generated, received and kept by Indra in the course of its business, I have personal knowledge of the affirmations made in this Affidavit.

4. Indra entered into an agreement with Defendant Rotomotion for the sale of certain equipment on the basis of Defendant Rotomotion's involvement in the development, production, marketing, advertising and sale of helicopter robots and aerial robotic systems and components.





On or about March 4, 2009, Defendant Rotomotion agreed to sell to and deliver to Indra in Argentina, including making transportation arrangements and obtaining permits and authorizations necessary therefor, and Indra agreed to purchase from Defendant Rotomotion a Rotomotion SR20 Electric Helicopter UAV System and other equipment, items and services (the "Equipment") (the "March 2009 Sale Agreement", attached as Exhibit 1).

6. Terms of the agreement for sale of the Equipment by Defendant Rotomotion to Indra are memorialized in the March 2009 Sale Agreement.

7. Defendant Rotomotion and Indra agreed that the purchase price to be paid by Indra to Defendant Rotomotion for the Equipment was \$45,400.00 (the "Purchase Price").

8. Indra agreed to pay and on or about March 20, 2009 did pay thirty percent (30%) (\$13,320.00) of the Purchase Price to Defendant Rotomotion.

9. Indra agreed to pay and on or about July 8, 2009 did pay the remaining seventy percent (70%) (\$31,080.00) of the Purchase Price to Defendant Rotomotion before the scheduled delivery of the Equipment.

10. The payment of the Purchase Price in advance was required by Defendant Rotomotion in order for it to be able to fulfill the sale of the Equipment by Defendant Rotomotion to Indra..

11. Indra's pre-payments as described in paragraphs 8 and 9 of this Affidavit constituted full payment of the Purchase Price in the amount of \$45,400.00 to Defendant Rotomotion for the Equipment.

12. Defendant Rotomotion agreed to deliver the Equipment to Indra within four (4) to six (6) weeks after receipt to payment of the Purchase Price.

13. Defendant Rotomotion failed to deliver the Equipment to Indra within four (4) to six (6) weeks after receipt of payment of the Purchase Price.

14. Defendant Rotomotion, by letter to Plaintiff Indra dated October 28, 2009, confirmed that "Rotomotion will ship the SR20 from Charleston, SC, via Federal Express International Priority, on or before November 6, 2009." (Exhibit 2).

15. Defendant Rotomotion, in its October 28, 2009 letter, confirmed that if Defendant Rotomotion did not ship the SR20, "Rotomotion will refund, via wire transfer, the entire purchase price of the SR20 and related equipment." (Exhibit 2).

16. Defendant Rotomotion failed to ship the SR20 and other Equipment to Indra on or before November 6, 2009.

17. Defendant Rotomotion did not refund the Purchase Price paid by Plaintiff Indra as promised and agreed by Defendant Rotomotion in its October 28, 2009 letter.

18. Plaintiff Indra, by letter dated May 31, 2010 to Defendant Rotomotion, demanded immediate reimbursement of the Purchase Price previously paid by Plaintiff Indra to Defendant Rotomotion for the Equipment (\$45,400.00). (Exhibit 3).

19. Defendant Rotomotion has not reimbursed any portion of the Purchase Price, nor has it paid accrued interest thereon or compensated or paid for other losses and damages sustained by Indra caused by, and resulting from the non-delivery of the Equipment.

20. The principal amount of the indebtedness owed by Defendant Rotomotion to Indra under the March 2009 Sale Agreement is \$45,400.00.

21. Accrued prejudgment interest on the principal amount of the indebtedness owed by Defendant Rotomotion to Indra under the March 2009 Sale Agreement from November 6,

[Handwritten signature]
EIM

2009 through January 23, 2012 is \$9,300.48, and such interest continues to accrue at the legal rate in the amount of \$13.11/day.

22. Indra has paid filing fees and costs associated with the filing of the complaint and issuance and service of summons in the amount of \$ 306.00.

23. Indra has retained the services of the law firm of Hellman Yates to represent it in this action and has paid fees in the amount of \$2,340.00 through January 23, 2012.

24. Further affiant sayeth not.

JTLH
4 FOLIO 189
FOLIO 222
FOLIO 185

Eduardo Ricardo Viaggio, Officer of Indra SI S.A.

CERTIFICACION EN SELLADO NOTARIAL Nº
T007944349.- 02 de FEBRERO de 2012.-

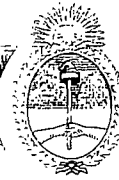
EDLMIRA RINGELHEIM
Escribana
MAT. 2059

[Handwritten signature]



ACTA DE CERTIFICACION DE FIRMAS

LEY 404



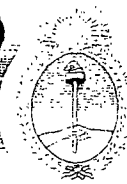
F 007944349

1 Buenos Aires, 2 de Febrero de 2012 . En mi carácter de escribano
2 Titular del Registro número 1333 de Capital Federal.

3 CERTIFICO: Que la/s firma que obra/n en el
4 documento que adjunto a esta foja, cuyo requerimiento de certificación se
5 formaliza simultáneamente por ACTA número 119 del LIBRO
6 número 45 , es/son puesta/s en mi presencia por la/s persona/s
7 cuyo/s nombre/s y documento/s de identidad se menciona/n a continuación así como
8 la justificación de su identidad.

9 Eduardo Ricardo VIAGGIO, DNI. 11.450.702.- Quien manifiesta actuar en
10 su carácter de Apoderado de "INDRA SI S.A.", a mérito del Poder
11 Judicial otorgado por Escritura N° 21 del 11/01/2011, pasada por ante
12 mí al Folio 62 de éste Registro a mí cargo, de dónde surge que la
13 Sociedad se encuentra inscripta en IGJ. el 25/02/1997, bajo el No.
14 1673, Lo. 120, To. A de S.A.; documentación que en sus originales he
15 tenido a la vista con facultades suficientes para este acto, doy fé.-
16 El compareciente acredita su identidad por ser persona de mi
17 conocimiento de acuerdo a lo establecido en el Art. 1002 inc. a) del
18 Código Civil.- Corresponde a Declaración Jurada, Alegaciones de
19 Carácter General.- Se deja constancia que el Documento se encuentra
20 redactado en idioma extranjero.-

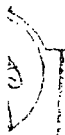
21
22 EDELMIRA RINGELHEIM
Escribana
MAT 2053
23



LINGE

COLEGIO DE ESCRIBANOS
CIUDAD DE BUENOS AIRES
CAPITAL FEDERAL - REPUBLICA ARGENTINA

L 010630706



DE
VOS
D de
IAES

EL COLEGIO DE ESCRIBANOS de la Ciudad de Buenos Aires, Capital Federal de la República Argentina, en virtud de las facultades que le confiere la ley orgánica vigente, LEGALIZA la firma y sello del escribano EDELMIRA RINGELHEIM

obrantes en el documento anexo, presentado en el día de la fecha bajo el N° 120203057559/C La presente legalización no juzga sobre el contenido y forma del documento.

Buenos Aires, Viernes 3 de Febrero de 2012



ESC. NATALIA ROSALBA LAPALUCCI
COLEGIO DE ESCRIBANOS
CONSEJERA



REPÚBLICA ARGENTINA

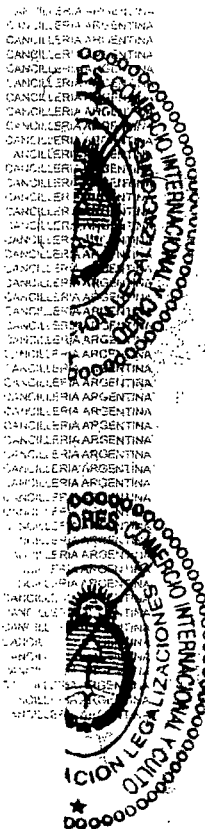
MINISTERIO de
RELACIONES EXTERIORES
COMERCIO INTERNACIONAL Y CULTO

UTLIND
JA
04 POL. O 289
34 POL. NO 289
37 POL. O 189

APOSTILLE (Convention de la Haye du 5 octobre 1961)

1. Pais ARGENTINA
El presente documento público
2. Ha sido firmado por NATALIA ROSALIA IAPALUCCI
3. Quien actúa en calidad de FUNCIONARIO HABILITANTE
4. Lleva el sello/timbre de COLEGIO DE ESCRIBANOS - CIUDAD DE BUENOS AIRES
5. En BUENOS AIRES 6. El día 03/02/2012
7. Por UNIDAD DE COORDINACION LEGALIZACIONES
MINISTERIO DE RELACIONES EXTERIORES, COMERCIO
INTERNACIONAL Y CULTO
8. Bajo el Número: 20199/2012
9. Sello/Timbre: 39

MARTINA LIQY
Unidad de Coordinación Legalizaciones
Ministerio de Relaciones Exteriores
y Culto

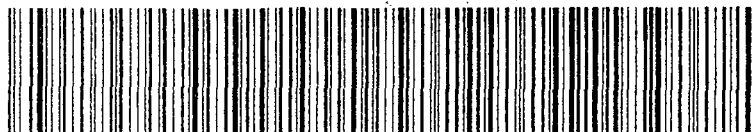


Tipo de Documento: CERTIFICACION DE FIRMAS
Titular del Documento: INDRA SI S.A

LA PRESENTE LEGALIZACIÓN TIENE
COMO UNICO EFECTO AUTENTICAR
LA FIRMA Y CARÁCTER DEL OTORGANTE
SIN JUZGAR EL CONTENIDO DEL DOCUMENTO



2012020199



66FC0E03064B3CE907FA33FA3026C5FA

REUTLINGER
MELICA
TOMO 4 FOLIO 219
TOMO 4 FOLIO 219
149 Y FOLIO 149

TRADUCCIÓN PÚBLICA-----

SWORN TRANSLATION-----

At the end of text, on page 4, the Notary Edelmira Ringelheim seals and signs the document adding that it is a Certification on Notarial Seal No. TOO7944349, of February 2, 2012.-----

Follows legalization of Notary's signature.-----

On the left is a half seal, illegible.-----

Then, the round seal of the Notaries' Association of the City of Buenos Aires.-----

To the right, No. F 007944349-----

In Buenos Aires, on February 2, 2012, in my capacity of Notary with Reg. No. 1333 of the city of Buenos Aires,-----

I HEREBY CERTIFY that the signature affixed to the attached document, formalized simultaneously with DEED No. 119 of BOOK No. 45, has been made in my presence by the person whose name and I.D. are mentioned hereinafter, as well as proof of said identity.-----

Eduardo Ricardo VIAGGIO, I.D. (DNI) No. 11.450.702.- who declares that he is acting in his capacity of representative of "INDRA SI S.A.", by merit of Judiciary Power of Attorney granted by Deed No. 21, on 11/01/2011, before me, on Folio 62 of this Register on my charge, and where it indicated that said Company is duly registered at the Company's Register as of 25/02/1997, under No. 1673, Book 120, Folio A of Corporations, the original documents having been exhibited to me, and with sufficient faculties to perform this act, which I attest.--

The representative proves identity by being known unto me, in accordance with Art. 1002, Para a) of the Civil Rights Code. Corresponds to Affidavit, General Conditions. We hereby declare that the document has been drawn up in a foreign language.-----

Follow signature and seal by Notary Edelmira Ringelheim.-----

Follows a bar code for Legalization bearing the Nos. 120203 - 057559.-----

Follows Legalization according to Law 404.-----

To the left is the round seal of the Notaries' Association.-----

To the right, the No. L 010630706.-----

The Notaries Association of the City of Buenos Aires, Capital of the Argentine Republic, by virtue of the faculties conferred by organic law presently in force,--

LEGALIZES seal and signature of EDELMIRA RINGELHEIM.-----

Affixed to the attached document, presented on the date indicated hereinafter, under No. 120203057559/C.-----

This legalization does not judge document's format or its contents.-----

Buenos Aires, Friday February 3, 2012.-----

To the left is the round seal of the Notaries' Association-----

Signed and sealed by Notary Natalia Rosalia Iapalucci, Notaries Association, Counselor.-----

Follows the Apostille de La Haye-----
(The Hague Convention of October 5, 1961)-----

1. Country: Argentina-----
2. This public document-----
has been signed by Natalia Rosalia Iapalucci-----
3. in her capacity of Authorized Officer-----
4. carries the seal/stamp of the Notaries' Association of the City of Buenos Aires-----
5. In Buenos Aires-----
6. On 03/02/2012-----

ITLINGER
FOLIO 898
FOLIO 258
FOLIO 187

By LEGALIZATIONS DEPARTMENT OF THE MINISTRY OF FOREIGN AFFAIRS, INTERNATIONAL TRADE AND RELIGIOUS AFFAIRS-----

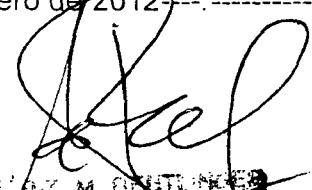
8. Under number 20199/2012 -----

9. Seal/Stamp: 39-----

10. Follows signature and stamp of Marta Susana Lioy in charge of Legalizations Department, Ministry of Foreign Affairs, International Trade and Religious Affairs.-----

The above is a true and faithful translation into English, of the pertaining parts of the attached document in Spanish, before me, which I attest. Buenos Aires, February 6, 2012-----

La presente es una traducción fiel al idioma inglés, de las partes pertinentes del documento adjunto obrantes en idioma castellano, que he tenido ante mí, doy fe. Buenos Aires, 6 de febrero de 2012-----


~~BERNARD M. FLEUTINKER~~
INTERPRETE PUBLICA
BUENOS AIRES CAP. FED TOMO 4 FOLIO 158
BUENOS AIRES CAP. FED TOMO 4 FOLIO 298
Publ. Sr. Ar. TOMO V FOLIO 95

COLEGIO DE TRADUCTORES PUBLICOS
DE LA CIUDAD DE BUENOS AIRES
Corresponde a la Legalización
Nº 6795/12
SERGIO ALEJANDRO IERVASI



COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES

REPÚBLICA ARGENTINA
LEY 20.305

LEGALIZACIÓN




Por la presente, el *COLEGIO DE TRADUCTORES PÚBLICOS DE LA CIUDAD DE BUENOS AIRES*, en virtud de la facultad que le confiere el artículo 10, inc.d) de la ley 20.305, certifica únicamente que la firma y el sello que aparecen en la traducción adjunta concuerdan con los correspondientes a/la Traductor/a Público/a REUTLINGER, BEATRIZ MARGARITA

que obran en los registros de esta institución en el folio 288 del Tomo 4 en el idioma INGLES

Legalización Número: 6795

Buenos Aires, 07/02/2012


GUSTAVO A. SIGALOFF
D.T.O. DE LEGALIZACIONES
COLEGIO DE TRADUCTORES PUBLICOS
DE LA CIUDAD DE BUENOS AIRES

ESTA LEGALIZACIÓN NO SE CONSIDERARÁ VÁLIDA SIN EL CORRESPONDIENTE
TIMBRADO DE CONTROL EN LA ÚLTIMA HOJA DE LA TRADUCCIÓN ADJUNTA

Control Interno: 1080096795



Av. Corrientes 1834 - C1045AAN - Ciudad Autónoma de Buenos Aires - 4373-7173 y líneas rotativas



REPÚBLICA ARGENTINA

MINISTERIO de RELACIONES EXTERIORES COMERCIO INTERNACIONAL Y CULTO

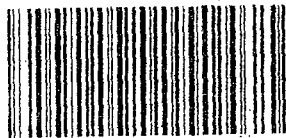
REPLICAS DE SELLOS DE LA CANCELERIA ARGENTINA

APOSTILLE (Convention de la Haye du 5 octobre 1961)

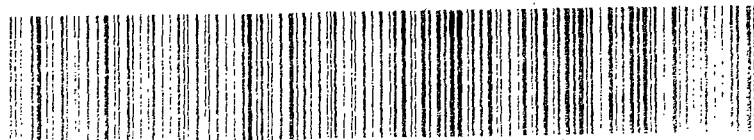
1. País: ARGENTINA
2. Ha sido firmado por GUSTAVO A. SIGALOFF
3. Quien actúa en calidad de FUNCIONARIO HABILITANTE
4. Lleva el sello/timbre de COLEGIO DE TRADUCTORES DE LA CIUDAD DE BUENOS AIRES
5. En BUENOS AIRES el día 08/02/2012
6. Por UNIDAD DE COORDINACION LEGALIZACIONES
MINISTERIO DE RELACIONES EXTERIORES, COMERCIO
INTERNACIONAL Y CULTO
7. Bajo el Número: 22413/2012
8. Sello/Timbre: 39

Paula Melisa Tomas
PAULA MELISA TOMAS
 Unidad de Coordinación Legalizaciones
 Ministerio de Relaciones Exteriores,
 Comercio Internacional y Culto

Tipo de Documento: TRADUCCION
 Titular del Documento: INDRA S.I.S.A.



2012022413





459 Jessen Lane
Suite C
Charleston, SC 29492

Phone: 843.971.7455
Fax: 843.971.9774

Quote

Date	Quote #
3/4/2009	05042009440

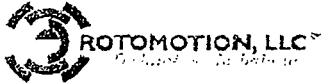
Name / Address
INDRA SI SA Paraná 1073 1018 - Ciudad Autónoma de Buenos Aires Argentina Attn: Manuel Gómez de Lama

Terms	Quote Valid Until
Prepaid	4/3/2009

Item	Description	Qty	Per Unit	Total
SR20	Rotomotion SR20 Electric Helicopter UAV System, including full autonomous flight system, ground control software, one set of batteries, one battery charger, 802.11 800m LOS Telemetry, Transmitter for safety pilot and 2-days training in Charleston, SC in the use of the Rotomotion Flight Control System (customer pays all travel related costs)	1		18,500.00
OPTAFCSAUTO	Auto Takeoff and Assisted Land	1		3,000.00
OPTSR20CAMPL	SR20 Pan & Tilt Camera Platform	1		3,000.00
OPTVIDEO	Rotomotion Video System (including Sony Day Camera)	1		4,000.00
OPTSS4PLIPOLY	5S4P Li-Poly Battery (2 additional batteries to make one additional set - allow for 40 minute flight time)	2		950.00
OPTJOYST	USB Joystick for UAV control	1		500.00
OPTSR20RUNL1	SR20 Running Lights and Strobe	1		500.00
OPTGRCOMP	Ground Station Computer - non-ruggedized with Rotomotion Ground Control Software installed and integrated	1		1,000.00
OPTFLIRCAM	FLIR Photon IR CAMERA	1		10,500.00
OPTSR20SPARE	SR20 Spare Parts Kit - augmented with additional set of main and tail blades, tail boom (with gear and supports), main rotor head and additional set of gears - AT NO CHARGE	1		
OPTSR20UNDFR	SR20 UAV Undercarriage (spare) - AT NO CHARGE	1		
	Add Additional Optional Equipment.			
OPTCAM	Canon EOS Rebel XSi EF-S 18-135IS Kit, with EF-S 18-55mm F3.5-5.6 IS Lens with Optical Image Stabilizer	1		900.00
OPTSR20CAMPL	Modify SR20 camera platform to hold both video and SLR camera	1		400.00
OPTSR20CASE	Hardened Storage and Shipping Case for SR20 UAV - with foam insert	1		1,850.00

Total

Phone #	Fax #	E-mail
(843) 971-7455	(843) 971-9774	d.s.d@rotomotion.com



459 Jessen Lane
Suite C
Charleston, SC 29492

Phone: 843.971.7455
Fax 843.971.9774

Quote

Date	Quote #
3/4/2009	03042009440

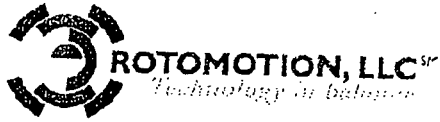
Name / Address
INDRA SI SA Paraná 1073 1618 - Ciudad Autónoma de Buenos Aires Argentina Attn: Manuel Gómez de Lima

Terms	Quote Valid Until
Prepaid	4/3/2009

Item	Description	Qty	Per Unit	Total
ZZZVV	Customer Logo on White Canopy (customer to provide color requirements) Delivery: 4-6 weeks from date of order, subject to receipt of export license from US Department of Commerce Additional Terms: Payment: 30% (\$13,320) with order / 70% (\$31,080) prior to shipment Training: In addition to training provided with purchase of SR20, Rotomotion will send a technician to customer location (for up to 5 business days) for additional training and assistance with initial product demonstration. Customer will pay all travel costs, including airfare, hotel and per diem. Rotomotion will pay technician's salary. Shipping Cost: To be determined at time of shipping and either prepaid or arranged directly by customer.	1		300.00

Total	\$45,400.00
--------------	--------------------

Phone #	Fax #	E-mail
(843) 971-7455	(843) 971-9774	dsd@rotomotion.com



Wire Transfer Instructions

Bank Name: First Federal Savings and Loan of Charleston
(Telegraphic abbreviation: FIRST FED SL CHAS)

ABA Routing Number: [REDACTED]

Bank Address: 632 Long Point Road
Mount Pleasant, SC 29464

Bank Phone: 843.856.5703

Our Account Name: Rotomotion, LLC

Our Account Number: [REDACTED]

Our Address
(where we receive statements)
459 Jessen Lane
Suite C
Charleston, SC 29492



October 28, 2009

Mr. Ricardo Viaggio
General Director
INDRA SI SA
Paraná 1073
Buenos Aires, Argentina

VIA EMAIL.

Dear Mr. Viaggio

This letter will confirm that:

1. Rotomotion will ship the SR20 from Charleston, SC, via Federal Express International Priority, on or before November 6, 2009,

or
2. Rotomotion will refund, via wire transfer, the entire purchase price of the SR20 and related equipment.

We regret the unfortunate delay in shipping the goods, but remain confident that shipment will occur as set forth above.

Very truly yours,
Rotomotion, LLC

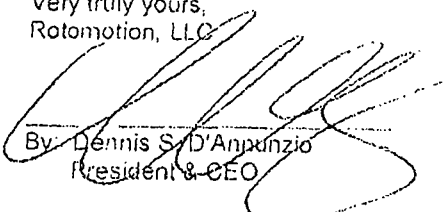

By: Dennis S. D'Annunzio
President & CEO

Exhibit 3

Indra Letter of May 31, 2010

See attached.



indra

May 31, 2010

Mr. Dennis D'Annunzio
CEO
ROTOMOTION, LLC
459, Jessen Lane, Suite C
Charleston, South Carolina 29492
United States of America

Dear Mr. D'Annunzio

On March of 2009 INDRA SI S.A. bought from ROTOMOTION an SR20 helicopter with digital equipment, which was paid totally in advance, failing ROTOMOTION to deliver the equipment to the city of Buenos Aires, Argentina as stated in your proposal.

On October 28, 2009 you sent us a letter confirming us that you would either ship the SR20 on or before November 6, 2009, or you would refund us the entire purchase price of the SR20, which was not done.

INDRA SI SA tried to understand all your different explanations given during nine long months, regarding the delay in the delivery of the SR20, and accepted at last, your proposal to reimburse the money paid in March 20, 2009 and July 8, 2009, at your recognition of your problems to comply with the terms of the purchase.

ROTOMOTION has failed to comply with all the terms of the sale which also affected our business that we were planning to do in Argentina with potential clients interested in the services of the equipment.

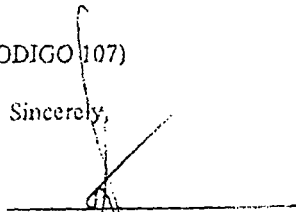
This regrettable situation obviously has also damaged our commercial relationship, and we will have to report the United States Embassy in Argentina about your breach of the contract.

We demand an immediately reimbursement of the money transferred by INDRA SI SA to ROTOMOTION (u\$s 45.400,00) plus interest of (u\$s 4.152,33) for the purchase of the SR20 and related equipment in the below bank account in 72 hours, otherwise we will be forced to start legal actions against ROTOMOTION.

STANDARD CHARTERED BANK - NEW YORK -- USA One Madison Ave, New York, NY
10010-3603, USA ABA [REDACTED] - CHIPS UID: [REDACTED] - CODIGO SWIFT:

[REDACTED]
CUENTA: [REDACTED] DE SANTANDER RIO
A FAVOR DE: INDRA SI S.A. (CUIT [REDACTED])
CUENTA CORRIENTE en Santander Río N° 417-25/3
CONCEPTO: DEVOLUCION PAGO ANTICIPADO (CODIGO 107)

Sincerely,


Eduardo Ricardo Viaggio
CEO
Indra SI S.A.

Indra Si, Sociedad Anónima
Paraná 1073
C1018ADA, Ciudad Autónoma de Buenos Aires
Argentina

Delivery Signature



Delivery Details **Package Details**

Delivery date/time : 2010-06-04 00:38 Pick up date/time :
 Service Area Code: CHS CHS Origin Area Code :
 Tour ID : CH1E-A Product Code :
 Driver ID or Name : Cash Amount :
 Event Code : OK
 Customer Name :
 Address :
 City & Zip :

Number of pieces : 1
 Weight :
 AirWay Bill number
 Piece Identifiers
 3109315101

Electronic Signature

DHL Watermark
 D DILLING
 OK - D DILLING
 CHS - CHS
 2010-06-03 12:31:09
 CHS20100603CH1EA9994 SIG CHS CHS 001 20100603 123100.tif

PCDD - USL3 - EDelivery1.ppt 6 Mar 2009

Reservados todos los derechos. No se permite la explotación económica ni la transformación de esta obra. Queda permitida la impresión en su totalidad.

Mencione este número de Envío para consultas

<http://www.dhl.com>

GUIA AEREA

(No negociable)

3109315101

ORIGEN

CÓDIGO DE DESTINO

Cobranza Remitente Destinatario Tercero

Seguro del Envío ver al Reverso

Si debe cobrarse en moneda local

No. de cuenta

Nombre del remitente

Referencia del remiteño (en la factura aparecerán los 12 primeros caracteres)

Nombre de la compañía

Dirección

Código postal

Teléfono/Fax/Correo electrónico (requerido)

Nombre de la Compañía

Dirección de entrega

Código postal

País

Persona a contactar

Teléfono/Fax/Correo electrónico (requerido)



3100310101

No. de piezas	Peso total	Dimensiones			
		Piezas	Long	Ancho	Alto
			X	X	X
			X	X	X
			X	X	X
			X	X	X

Descripción del contenido y cantidad

¡CUIDADO! Este formulario debe ser llenado en español. No IVA/GST del Remitente

Tipo de exportación: Provisorio Reparación/Reemplazo Remedio

Impuestos/derechos de destino (Si se dejó en blanco, el destinatario los paga)

Impuestos/derechos de destino: Impuestos Remisiones Otro

Fecha

- LAXPES 200
- EXPRESS 1000
- EXPRESS 1005
- EXPRESS 1000/05
- SECURIBY SELECT
- EXPRESS BY ELECTRY
- OTHER

PESO FACTURABLE / VOLUMETRICO

CARGOS
Otros
Seguro
VAT

CODIGO DE MONEDA

NO. DE ENCUENTA TRANSPORTES POR COGNAR

DETALLES DE PAGO (Cheque, Tarjeta No.)

RECIBIDO POR

Fecha

Copia Del Remiteño

)
Plaintiff's Notice of Hearing dated
March 21, 2012

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO. 2011-CP-08-2439

INDRA SI, S.A.,

NOTICE OF HEARING

Plaintiff,

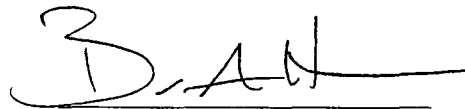
v.

ROTOMOTION, LLC, a South Carolina
Limited Liability Company,

Defendant.

PLEASE TAKE NOTICE that a hearing for Plaintiff's Motion for Summary Judgment or in the Alternative Motion to Dismiss Counterclaim has been scheduled for Monday, April 2, 2012 at 1:00 p.m. before the Berkeley County Court of Common Pleas, 300-B California Avenue, Moncks Corner, SC 29461.

HELLMAN & YATES, P.A.



Brian A. Hellman
bh@hellmanyates.com
SC Bar # 72399
145 King Street, Suite 102
Charleston, SC 29401
(843) 266-9099
(843) 266-9188 (facsimile)

ATTORNEYS FOR PLAINTIFF

March 21, 2012

Charleston, South Carolina

**Berkeley County Ninth Judicial Circuit - Roster Details
Motion Docket Week of April 2, 2012**

Court Agency	Common Pleas	Judge	Harrington	Room	60
Roster Type	Motion Hearing	Roster Begin Date	04/02/2012	Roster End Date	04/06/2012

Number of motions = 101

Scheduled	#	Time	hr:mn	Description	Filing Party	Filed Date	Case	Case Sub Type	Plaintiff Attorney	Defendant Attorney	Notes
04/02/2012	1	11:30 AM	0:10	Motion/Default and Damages Hearing	Leeann O'Brien-PLT	10/28/2011	2011CP0802624 Leeann O'Brien VS Joseph Lee Huggins	Partition 440	Shaheena R Bennett (843) 719-2273	Daniel C Boles (843) 473-7535	
04/02/2012	3	1:00 PM	0:10	Motion/Relief from Judgment, New Trial, to Re-Open	Kenneth Joseph Johnson-DEF	12/29/2011	2006CP0802756 Ralph E, solicitor Hoisington VS Kenneth Joseph Johnson	Forfeit-Petit (840)	Elizabeth Cannon (843) 719-4011	John Sinclair III (843) 853-9300	
04/02/2012	5	1:00 PM	0:10	Motion/To Amend Second Amended Complaint	Richard Heath-PLT	01/30/2012	2010CP0801452 Richard Heath VS Mcdonald's Restaurant Of South Carolina , defendant, et al	Premises Liab 330	Walter Ameika (843) 285-7100	William George Besley (803) 758-6000 Jerome Bennett Crites III (843) 534-0101 Joseph DuRant Thompson III (843) 720-4414	
04/02/2012	7	1:00 PM	0:10	Motion/Change Venue	Stephen A West-DEF	02/01/2012	2011CP0803322 Mark Woodward , plaintiff, et al VS Simonini Builders Of South Carolina Inc , defendant, et al	Constructions 100	James Atkinson Bruorton IV (843) 577-6726	William C. Helms III (843) 577-7700 R Davis Howser (803) 758-6000 Theodore Luke Manos (843) 723-6470	Completed-03/19/2012
04/02/2012	9	1:00 PM	0:10	Motion/Strike	Charles Douglas Hurst-DEF	02/02/2012	2011CP0803537 Roberta Mitchell VS Charles Douglas Hurst , defendant, et al	Motor Veh Accid 320	Akim Angelo Anastopoulos (843) 614-8888	Peter Gunnar Nistad (843) 534-0101 State Farm Mutual Automobile Insurance Company Matthew Joseph	

132

**Berkeley County Ninth Judicial Circuit - Roster Details
Motion Docket Week of April 2, 2012**

Court Agency	Common Pleas	Judge	Harrington	Roster #	60
Roster Type	Motion Hearing	Roster Begin Date	04/02/2012	Roster End Date	04/06/2012

Number of motions = 101

Scheduled	#	Time	hr:mn	Description	Filing Party	Filed Date	Case	Case Sub Type	Plaintiff Attorney	Defendant Attorney	Notes
										Story (843) 577-2026	
04/02/2012	11	1:00 PM	0:10	Motion/Summary Judgment	Realiscape Inc-PLT	02/21/2012	2010CP0804385 Realiscape Inc VS The Commons At Tanner Plantation Homeowners Asso Inc	Torts/Other 399	David Whitten Wolf (843) 853-9000	Kenneth Stanley Inman Jr (843) 261-3659	
04/02/2012	14	2:00 PM	0:10	Motion/To Amend Scheduling Order	Wanda Elaine Holland-PLT	01/18/2012	2010CP0803595 Wanda Elaine Holland VS Chad Wayne Kessing , defendant, et al	Wrongful Death 360	William Mullins McLeod Jr. (843) 722-7733	Curtis Dowling (803) 799-1111 Margaret Mary Urbanic (843) 577-2026	
04/02/2012	16	2:00 PM	0:10	Motion/Motion For Relief From Automatic Stay	Td Bank Na-PLT	02/23/2012	2011CP0803112 Td Bank Na , plaintiff, et al VS Farm Hill Associates Llc , defendant, et al	Foreclosure 420	B Keith Poston (803) 799-2000	Walter Henry Bundy Jr (843) 881-1623 Shawn M. French (843) 606-6440	
04/02/2012	18	2:00 PM	0:10	Motion/Default Judgment and Damages Hearing	James Brinkley-PLT	02/02/2012	2011CP0803128 James Brinkley VS Christopher Felber , defendant, et al	Breach of Cont 140	Jamie Khan (843) 937-0400		

Berkeley County Ninth Judicial Circuit - Roster Details
Motion Docket Week of April 2, 2012

Court	Common Pleas	Judge	Harrington	Room	60
Room	Motion Hearing	Roster Begin Date	04/02/2012	Roster End Date	04/06/2012

Number of motions = 101

Scheduled	#	Time	hr:mn	Description	Filing Party	Filed Date	Case	Case Sub Type	Plaintiff Attorney	Defendant Attorney	Notes
04/02/2012	20	2:00 PM	0:10	Motion/Dismiss or Reduce Claim	Benning Construction Co-DEF	02/07/2012	2011CP0802988 Trusses R Us Inc VS Tbk Construction Llc	Debt Collections 110	Joseph Scott Falls (843) 737-6040	Diana Coadia (803) 744-5231 Donald Ryan McCabe Jr (803) 771-7900	
04/03/2012	1	9:30 AM	0:10	Motion/Summary Judgment	Cach, Llc-PLT	11/29/2011	2011CP0801771 Cach, Llc VS Maedean P James	Debt Collections 110	Edward Overcash Jr (864) 233-5800	Maedean P James	
04/03/2012	3	9:30 AM	0:10	Motion/Motion For Joinder of Persons of for Dismissal of Act	Albert Nick-DEF	02/02/2012	2011CP0801529 Flossie O'Garro VS The Estate Of Peter Irving , defendant, et al	Real Prop/Other 499	Willie Bruce Heyward (843) 225-8754	John Joseph Dodds III (843) 881-6530	

135

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
-----)

IN THE COURT OF
COMMON PLEAS

ORIGINAL

INDRA SI. S.A.,)
)
) PLAINTIFF)
) vs.)
))
ROTOMOTION, LLC,)
) DEFENDANT)
-----)

TRANSCRIPT OF RECORD
2011-CP-08-2439

APRIL 2, 2012
MONCKS CORNER, SC

B E F O R E:

THE HONORABLE KRISTI LEA HARRINGTON

A P P E A R A N C E S:

BRIAN ALLEN HELLMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

KAREN M. DEJONG, ESQUIRE
ATTORNEY FOR DEFENDANT

SHARON D. JONES,
OFFICIAL COURT REPORTER

I N D E X

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

Motion hearing 3

* * * P R O C E E D I N G S * * *

1
2
3 **THE COURT:** All right, counsel. State your name
4 for the record and the party you represent.

5 **MR. HELLMAN:** Thank you, Your Honor. My name is
6 Brian Hellman. I represent INDRA, the Plaintiff in
7 this matter, INDRA v. ROTOMOTION, LLC.

8 **THE COURT:** All right.

9 **MS. DEJONG:** Good afternoon. Karen DeJong on
10 behalf of the Defendant, ROTOMOTION.

11 **THE COURT:** And, counsel, what are we here for?

12 **MR. HELLMAN:** Your Honor, Plaintiff, INDRA, filed
13 a Motion for Summary Judgment or in the alternative a
14 Motion to Dismiss the Defendant's Counterclaim.

15 **THE COURT:** All right.

16 **MR. HELLMAN:** I've got a Reply that I drafted in
17 response to the Defendant's opposition to our Motion,
18 if it may -- if I may hand it up to the court.

19 **THE COURT:** You may.

20 **MR. HELLMAN:** I have given a copy to the
21 Defendant. Thank you.

22 Your Honor, we're -- we're here on a Summary
23 Judgment Motion. And, basically, procedurally we could
24 really be here on a -- on a default motion. The
25 Defendant didn't timely file their Answer or

1 Counterclaim. We had filed an Affidavit for Default.

2 And subsequently then we filed a Motion for
3 Summary Judgment. No motion or anything has been filed
4 in terms of the late filed Answer. And so we filed
5 this Motion.

6 Procedurally, we filed a Complaint on
7 August 2nd. It was served on -- I'm sorry -- I'm
8 sorry -- on September 2nd -- it was served on
9 September 7th. And about 30 days into it, I got a
10 phone call from a Gorham Rutter (Ph), who said he was
11 general counsel representing the Plaintiff -- I'm sorry
12 -- representing the Defendant and asked for a ten day
13 extension, which we granted.

14 And then Ms. DeJong called me and asked for a 20
15 day extension. The Answer would have been due
16 November 5th. We granted that extension. As of
17 November 11th, I haven't heard from Ms. DeJong. No
18 Answer was filed.

19 We filed an Affidavit of Default on November 15,
20 which was ten days after the Answer would have been
21 due. Roughly 70 days after the -- the Complaint was
22 served.

23 Then on November 21st, sixteen days after the
24 Answer was due, Ms. DeJong emailed me an Answer and
25 filed it, though we were never served in accordance

1 with Rule 5 with the Answer.

2 And, basically, with respect to the late filed
3 Answer, according to Star Trust vs. Superior
4 Construction, a late filed Answer is ineffective except
5 that filing amounts to a Notice of Appearance for
6 notice purposes.

7 Under 8 B -- Rule 8 B, failure to deny
8 constitutes an admission and denotes -- specifically
9 reflects that. And under Rule 8 D, pleadings to which
10 responsive pleadings are required, other than those as
11 to the amount of damages, are admitted when not denied.
12 So we feel that, basically, the allegations of our
13 Complaint have been admitted. And I can go through
14 those allegations if the court would like.

15 **THE COURT:** No. So tell me -- so that's the basis
16 for your -- for the Counterclaim -- what is the
17 Counterclaim? That's the basis for your Motion for
18 Summary Judgment.

19 **MR. HELLMAN:** My -- my -- yeah, that -- unless the
20 court were to find that the Answer and Counterclaim
21 actually have any merit or admissible, we -- we
22 don't -- we don't really need to go to the Motion to
23 Dismiss the Counterclaim. At this point, we just said
24 in the alternative, in case the court were to rule on
25 their Answer, which there is no -- even no pending.

1 motion --

2 **THE COURT:** Well, what is the Counterclaim,
3 counsel?

4 **MR. HELLMAN:** They had asked actually for specific
5 performance of -- of my client to -- my client already
6 paid and had paid everything in advance. So I'm not
7 quite sure I really understand what the Counterclaim
8 is.

9 At this point, my client isn't interested in
10 their product anymore. They just want their money back
11 as the Defendants had offered back in November of 2009.
12 They also want their attorney's fees and some other
13 things under the UTPA Act and -- and for breach of
14 contract accompanied by fraudulent -- a fraudulent act.
15 But when it originally started, they just wanted their
16 money back, which the Defendants offered but never
17 paid.

18 **THE COURT:** Okay. Ms. DeJong.

19 **MS. DEJONG:** Thank you, Your Honor. With regard
20 to the Motion for Summary Judgment, in fact the -- we
21 were granted an extension -- I believe it was until
22 November 5th through -- I was hiring new staff. And it
23 was truly through a clerical error. It was not put on
24 the calendar.

25 As soon as I realized that we had passed that

1 deadline date, November 18th, I immediately drew up an
2 Answer and Counterclaim, sent it for filing on
3 November 21, 2011.

4 It is not my policy to just email an Answer. I
5 have never just done that. I always send it by regular
6 mail. So I don't know if somehow it got lost in the
7 mail. It's just not the way I practice law. So I
8 apologize for that.

9 Because it is a only short time, a 13 day
10 window, I would ask that the Motion for Summary
11 Judgment be denied. I filed as soon as I could.

12 We do have a meritorious defense. We do have a
13 contract. My client is willing to honor the contract
14 and build the UAV, according to the terms of that
15 agreement. And that there won't be any degree of
16 prejudice if I -- if that relief for Summary Judgment
17 is denied.

18 **THE COURT:** Ms. DeJong, what motion is before me?
19 I guess, procedurally, for me to -- are you -- what are
20 you asking me to do, first of all.

21 **MS. DEJONG:** I'm sorry, Your Honor, but
22 Mr. Hellman filed a motion. I think he's asking for
23 Summary Judgment.

24 **THE COURT:** I understand that. But he's saying
25 that I -- I should grant Summary Judgment because your

1 Answers were not filed timely.

2 **MS. DEJONG:** Right. Well, generally speaking,
3 these types of motions for Summary Judgment or Motion
4 to Dismiss the Counterclaims are denied, especially if
5 it's just a short delay between filing. It's not as if
6 I filed an Answer a year later.

7 But also the basis of the Summary Judgment
8 Motion, you still have to show that, you know, there's
9 general issues as to material facts, and in this case
10 there is regarding the construction of the UAV and why
11 --

12 **THE COURT:** Well, I haven't heard that, I guess,
13 counsel, is what -- is -- if I'm to buy his argument,
14 and go along with that, there's -- your Answers are
15 late, so I shouldn't even consider them so then there
16 is no genuine issue of material fact.

17 But if you're telling me that I need to not
18 follow the Rules of Civil Procedure and allow late time
19 -- late filed Answers, then I will hear your arguments.

20 **MS. DEJONG:** Thank you very much. The nature of
21 ROTOMOTION is that they design and manufacturer what
22 are known as UAVs. These are remote control drones for
23 surveillance. And in this particular case, because the
24 U.S. has not yet passed a law to permit them in this
25 state, ROTOMOTION goes outside to other countries.

1 This company is, in fact, in Argentina. Because
2 they are considered an export of the U.S. import --
3 export out of the U.S., but an import into Argentina,
4 ROTOMOTION had to file appropriate paperwork and get
5 appropriate licenses and so on. And that caused the
6 delay. And sometimes it can take many months. It just
7 depends on the company, the country and the -- the
8 financing.

9 So that's why I'm saying, we have not yet
10 conducted depositions, exchanged discovery. There is a
11 genuine issue as to material fact and I ask that the
12 motion be denied.

13 **THE COURT:** All right. Counsel.

14 **MR. HELLMAN:** Thank you, Your Honor.

15 **THE COURT:** Have you shown any prejudice if I
16 allow the late filing?

17 **MR. HELLMAN:** Well, I think there is prejudice
18 here. First of all, we served with our Complaint
19 requests for production and -- and interrogatories.
20 That was well over six months ago. So with response to
21 discovery, that hasn't been answered.

22 And her client -- and we filed this as an
23 exhibit to our Memorandum in Support of Summary
24 Judgment, offered to pay my client back if they
25 couldn't perform by a certain date over two years.

1 They haven't done so.

2 Furthermore, no motion is filed. As I
3 understand, under -- under the SunDown Operating vs.
4 Intedge Industries, once a party is in default, they
5 need to show good cause. And the good cause standard
6 requires to put -- the party to put forth an
7 explanation for the default and give reasons why the
8 vacation of default entry would serve the interest of
9 justice Here, we don't think that's been met.

10 First of all, there is no motion before the
11 court for relief. The Answer was known to be filed
12 late way back in November. Ms. DeJong signed on the
13 20 -- on the 20 day extension, a specific date in which
14 the Answer was due. That was the 5th. So we are now,
15 it's November, December, January, February, March,
16 April -- six months later. And I think that that's a
17 long time.

18 Secondly, whether they have a meritorious
19 defense -- they don't have a meritorious defense. They
20 -- they -- their client asked my client to fund \$45,000
21 up front, which they did. And they said they would
22 perform by a certain date. And if they didn't, they
23 would refund the money. They didn't perform and they
24 didn't refund the money. And that all goes back to
25 2009.

1 And then the degree of prejudice. I think my
2 client has been prejudiced tremendously here because
3 they have -- they have lost the use of their money
4 since 2009. It's now 2012. And -- and if they were to
5 get that helicopter, or if they were to get this
6 defense, it only delays that issue even more.

7 In fact, we -- we think -- we have reason to
8 believe -- we're not sure -- but on information and
9 belief, that money no longer exists. That her client's
10 company has -- has -- has basically financial troubles
11 and we will never see the money.

12 So we think the defense is not meritorious. And
13 we do have issues if that were to be granted.

14 **THE COURT:** All right. Counsel, I mean, since I
15 just got your Reply, I'm going to give you ten days to
16 submit proposed orders, April 12th. If you'll email my
17 clerk. Please make sure you copy each other on your
18 proposed orders. Thank you.

19 **MS. DEJONG:** Thank you very much.

20 **MR. HELLMAN:** Thank you, Your Honor. Your Honor,
21 do I need to go ahead and file this Reply with the
22 Clerk?

23 **THE COURT:** I would.

24 **MR. HELLMAN:** Okay.

25 **THE COURT:** Thank you.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. HELLMAN: Thank you.

(Whereupon, the hearing adjourned.)

CERTIFICATE OF REPORTER

1
2
3 I, SHARON D. JONES, OFFICIAL COURT REPORTER
4 FOR THE 9TH JUDICIAL CIRCUIT OF THE STATE OF SOUTH
5 CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A
6 TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE
7 PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE TRIAL OF
8 THE CAPTIONED CASE, RELATIVE TO APPEAL, IN THE CIRCUIT
9 COURT FOR BERKELEY COUNTY, SOUTH CAROLINA, ON THE 2ND
10 DAY OF APRIL 2012.

11 I DO FURTHER CERTIFY THAT I AM NEITHER OF
12 KIN, COUNSEL NOR INTEREST TO ANY PARTY HERETO.

13
14
15 AUGUST 2, 2012

16
17
18 
19 SHARON D. JONES,
20 OFFICIAL COURT REPORTER
21
22
23
24
25

Email from Karen DeJong to Brian Hellman dated November 21, 2011

[Print](#) | [Close Window](#)

Subject: Indra SI v. Rotomotion
From: karen@dejonglawfirm.com
Date: Mon, Nov 21, 2011 3:23 pm
To: "Brian Hellman" <bh@hellman-law.com>
Bcc: "Dennis D'Annunzio" <dsd@rotomotion.com>
Attach: Answer Final.pdf

Attached please find the signed Answer which was mailed overnight to the Berkeley County Clerk's Office on Friday for filing. My client stands ready and able to manufacture the product.

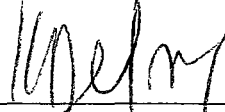
Karen M. DeJong, Esq.
DeJong Law Firm, LLC
940 Johnnie Dodds Blvd., Ste. 203
Mt. Pleasant, SC 29464
Tel. No. (843) 216-6161
Fax No. (843) 216-1119
karen@dejonglawfirm.com
Complex Civil Litigation, Corporate
Law, Real Estate and Probate Law

Copyright © 2003-2012. All rights reserved.

Certificate of Counsel

The undersigned hereby certifies that the Supplemental Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

November 16, 2012



Karen M. DeJong, Esq.
DeJong Law Firm, LLC
940 Johnnie Dodds Blvd., Ste. 203
Mt. Pleasant, SC 29464
(843) 216-6161
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

Case No. 2011-CP-08-2439

INDRA SI, S.A.

Respondent,

v.

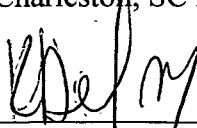
ROTOMOTION, LLC, a
South Carolina
Limited Liability Company

Appellant.

PROOF OF SERVICE

I certify that I have served the Appellant's Supplemental Record on Appeal to INDRA SI, S.A. by overnight mail, on November 27, 2012, addressed to its' attorney of record, Brian A. Hellman, Esq., Hellman & Yates, 145 King Street, Suite 102, Charleston, SC 29401 on November 5, 2012.

November 27, 2012



Karen M. DeJong, Esq.
DeJong Law Firm, LLC
940 Johnnie Dodds Blvd., Ste. 203
Mt. Pleasant, SC 29464
(843) 216-6161
Bar No. 70699
Attorney for Appellant