

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 18-CP-10-3825

K-CON, INC.,

Plaintiff,

v.

KING STREET ENTERPRISES, LLC, and
OHIO IMAGING ASSOCIATES, INC.,

Defendants.

**PLAINTIFF, K-CON, INC.'S, ANSWER
TO DEFENDANTS' COUNTERCLAIMS**

The Plaintiff answering the Counterclaim of Defendants, King Street Enterprises, LLC ("King") and Ohio Imaging Associates, Inc. ("Ohio Imaging") (hereinafter collectively, "Defendants"), would show as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Any allegations contained in the Defendants' Counterclaim not specifically admitted are expressly denied and strict proof demanded thereof. To the extent any allegation or part thereof may not be expressly referred to and specifically answered, it is hereby denied and strict proof demanded thereof.

2. The allegations in Paragraphs 1 through 27 refer to Defendants' responses to the Complaint and/or defenses to the Complaint, and require no responsive pleading; however, to the extent that any responsive pleading is required, each and every allegation contrary or taking exception to the allegations in the Complaint are denied.

3. The allegations in Paragraph 28 allege the prior allegations, and Plaintiff repeats and realleges the foregoing allegations as if fully set forth herein verbatim.

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2018 OCT -8 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT

4. Plaintiff admits only so much of the allegations contained in Paragraph 29 of the Counterclaim as the Plaintiff and the Defendant, Ohio Imaging, entered into a contract which document speaks for itself. Any allegations that are not consistent with the contract are specifically denied.

5. Plaintiff admits only so much of the allegations contained in Paragraph 30 of the Counterclaim as the Plaintiff and the Defendant, Ohio Imaging, entered into a contract which document speaks for itself. Any allegations that are not consistent with the contract are specifically denied.

6. Plaintiff denies the allegations contained in Paragraphs 31 and 32 of the Counterclaim.

7. The allegations in Paragraph 33 allege the prior allegations, and Plaintiff repeats and realleges the foregoing allegations as if fully set forth herein verbatim

8. Plaintiff admits only so much of the allegations contained in Paragraph 34 of the Counterclaim as the Plaintiff and the Defendant, Ohio Imaging, entered into a contract which includes an express warranty and which document speaks for itself. Any allegations that are not consistent with the contract are specifically denied.

9. Plaintiff denies the allegations contained in Paragraphs 35 and 36 of the Counterclaim.

FOR A SECOND DEFENSE TO THE COUNTERCLAIM
(Failure to State a Claim)

10. Pursuant to Rule 12 (b) (6), SCRCF, Defendants has failed to state facts sufficient to constitute a cause of action.

FOR A THIRD DEFENSE TO THE COUNTERCLAIM

(Failure to Mitigate Damages)

11. Ohio Imaging has failed to act reasonably to prevent, mitigate, or otherwise lessen the alleged damages.

FOR A FOURTH DEFENSE TO THE COUNTERCLAIM

(Failure to Provide Notice to Cure)

12. Ohio Imaging has failed to comply with S.C. Code Ann. § 40-59-810, et seq.; Notice and Opportunity to Cure Statute.

FOR A FIFTH DEFENSE TO THE COUNTERCLAIM

(Waiver/Estoppel/Laches)

13. The claims set forth in the Counterclaim are barred by the doctrines of waiver, estoppel or laches.

FOR A SIXTH DEFENSE TO THE COUNTERCLAIM

(First to Breach)

14. The Defendants' claims are barred because Ohio Imaging was the first to breach the contract.

FOR A SEVENTH DEFENSE TO THE COUNTERCLAIM

(Reservation of Rights)

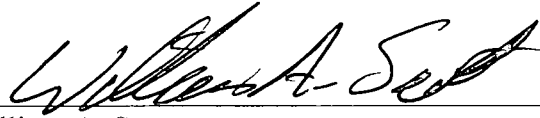
15. Plaintiff reserves the right to assert any other and additional defenses as may be allowed at law or equity.

16. WHEREFORE, having fully answered the Counterclaim of the Defendants, Plaintiff prays that the same be dismissed with costs, including reasonable attorney's fees, and for such other and further relief as this Court may deem to be just and proper.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

PEDERSEN & SCOTT, P.C.



William A. Scott
775 St. Andrews Blvd.
Charleston, SC 29407
Tel. (843) 556-5656
Fax. (843) 556-5635
Email: bscott@pslawpc.com

Attorney for Plaintiff, K-Con, Inc.

Dated 5th day of October, 2018

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
CERTIFICATE OF SERVICE

The undersigned paralegal at Pedersen & Scott, P.C., hereby certifies that a copy of the **PLAINTIFF, K-CON, INC.'S, ANSWER TO DEFENDANTS' COUNTERCLAIMS** in the above-captioned matter has been emailed and placed in an envelope, and addressed and mailed via U.S. Mail to:

Brent Halversen, Esq.
Brent Souther Halversen, LLC
751 Johnnie Dodds Blvd., Suite 200
Mount Pleasant, SC 29464


Tracy E. Braceland
Paralegal

Dated this 5th day of October, 2018

FILED
2018 OCT -8 AM 11:30
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

PEDERSEN & SCOTT, P.C.
ATTORNEYS AT LAW

P 843-556-5656
F 843-556-5635
bscott@pslawpc.com

October 5, 2018

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401

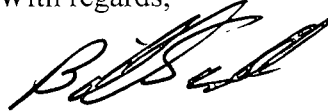
RE: K-Con, Inc. v. King Street Enterprises, LLC and Ohio Imaging Associates, Inc.
C.A. No. 2018-CP-10-3825

Dear Ms. Armstrong:

Please find enclosed for filing the original and one copy of the Plaintiff, K-Con, Inc.'s, Answer to Counterclaims in the above-referenced case. Please file the original and return a stamped-in copy of the Answer in the enclosed envelope.

Your assistance in this matter is greatly appreciated. Please call me if you have any questions.

With regards,



William A. Scott

WAS/teb

Enclosures

cc: Eric Combs (w/enc.)
Brent Halversen, Esq. (w/enc.)