

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM Horry COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

Case No. 2021-CP-26-04496

TnW and More, LLC, d/b/a Little River Water Sports, and Eric Rolf, Justin Whitley, and Stephen Rolf, individually and a/k/a Atlantic Jet Ski Rentals, LLC d/b/a East Coast Jet Ski Adventures, Respondents.

v.

TNT and More, Inc., d/b/a Crab Catchers on the Waterfront,Appellant,

NOTICE OF APPEAL

YOU WILL PLEASE TAKE NOTICE THAT the Appellant, TNT and More, Inc., d/b/a Crab Catchers on the Waterfront, hereby appeals the Order Granting in Part Plaintiff's Motion to Reconsider. This Order was imposed by The Honorable J. Cordell Maddox, Jr. on June 8, 2023 and received June 9, 2023, via electronic mail. A copy of the Order is attached hereto as "Exhibit A" and incorporated herein by reference.

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July 7, 2023

EXHIBIT A

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

COUNTY OF HORRY

DOCKET NO. 2021-CP-26-04496

TNT and More, Inc., d/b/a Crab Catchers on the
Waterfront

Plaintiff,

ORDER GRANTING IN PART PLAINTIFF'S
MOTION TO RECONSIDER

v.

TnW and More, LLC d/b/a Little River Water
Sports, and Eric Rolf, Justin Whitley and Stephen
Rolf, Individually, a/k/a Atlantic Jet Ski Rentals,
LLC d/b/a East Coast Jet Ski Adventures

Defendant, Appellant

THIS MATTER comes before the Court upon Plaintiff's Motion to Reconsider filed pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure. Based upon the submissions provided, review of the record, and the applicable law, the Court finds and rules as follows:

FACTUAL BACKGROUND

This litigation arises out of a business dispute over an alleged joint venture between Plaintiff TNT and More, Inc., d/b/a Crab Catchers on the Waterfront (hereinafter "Crab Catchers") and the above listed Defendants. Crab Catchers owns and operates a restaurant business located at 4474 Waterfront Avenue, Little River, South Carolina. Crab Catchers also owns an adjacent parking lot located at 4412 Waterfront Avenue, Little River, South Carolina. Defendant TnW and More, LLC (hereinafter "TNW") operates a marina and recreational

business on an adjacent parcel to the Crab Catchers' properties.¹ It appears that until September 2020, both entities were operated by Tim Kettner.² Donald Kettner is now listed as the registered agent for TNT and More, Inc. Thomas Wade Long is now listed as the registered agent for TNW.

On or about March 4, 2021, TnW entered into a lease agreement with Atlantic Jet Ski Rentals, LLC d/b/a East Coast Jet Ski Adventures (hereinafter "East Coast"). Per the terms of the lease agreement, East Coast was to pay monthly rent in exchange for the right to use and occupy designated dock slips on the TnW property for the operation of its jet ski rental business. On March 12, 2021, two of TnW's three members (Thomas Wade Long and Clyde Kiser) filed a separate lawsuit (2021CP2601512) against TNT and More Inc., alleging that TNT had wrongfully interfered with the operation of their business and had breached the joint operating agreement between the parties.³ This lawsuit clearly involves the same property that is at issue in this action. The instant action was commenced on July 7, 2021, alleging that TnW was not in compliance with several governmental agencies' permits and regulations and was allowing East Coast to trespass onto the Crab Catchers' property.

PROCEDURAL BACKGROUND

This action was filed on July 7th 2021 alleging negligence, trespass, violation of zoning ordinances, and breach of contract in connection with Defendant East Coast's operation of its jet ski rental business. In addition to monetary damages, the original complaint sought relief in the

¹ According to the pleadings in the record, this parcel is under TMS No. 131-03-05-023. TnW does business as "Little River Water Sports" at this location.

² The relationship between Crab Catchers and TnW has existed for a number of years. In November 2017, TnW and Crab Catchers jointly borrowed \$1.1 million from United Community Bank to finance improvements to the marina and parking lot. Both entities provided their real estate as collateral to secure the debt. Tim Kettner was also listed as an owner in each business.

³ Specifically, Long and Kiser alleged that TNT and its owners, Timothy and Donald Kettner, brought baseless eviction proceedings against TnW in Magistrate's Court, blocked ingress and egress to the docks on the TnW property, blocked ingress and egress to the parking lot that adjoins the properties, and wrongfully converted TnW funds to personal accounts. All of these accusations allegedly amounted to a breach of the joint operating agreement between the parties.

forms of a declaratory judgement and a temporary injunction. Defendants answered and counterclaimed on August 5, 2021.⁴ As previously mentioned, the parties are also involved in a companion action where TNW (Defendant in this action) is suing TNT (Plaintiff in this action) for alleged breach of a joint operating agreement between the parties. During the course of this litigation, TNW filed a motion for temporary injunction seeking to enjoin TNT from “interfering with the business activities...” of TNW.⁵ In response to this motion, The Hon. William H. Seals issued a Temporary Restraining Order preventing TNT from engaging in various activities that were alleged to have been harming TNW’s business.⁶ This Temporary Restraining Order was issued on July 19, 2021.⁷ The parties then entered into a consent order on July 17, 2021, that provided conditions which allowed both parties to operate their businesses during the pendency of the litigation.

In the instant action, Plaintiff TNT filed a Motion for Temporary Injunction on November 3rd, 2021, seeking an order requiring Defendant TNW to:

1. Come into compliance with the South Carolina Coastal Zone Management Act (SCCZMA).⁸
2. Restore an above-ground fuel tank to its original “as-permitted” condition.

⁴ Defendants’ answer contained multiple defenses in the forms of general denials, failure to state a claim, insufficiency of process, that Plaintiff’s claims were contained in another pending action, statute of limitations, failure to mitigate damages, intervening negligence, unclean hands, laches, estoppel, and unconstitutionality of punitive damages. Defendants’ answer also contained counterclaims in the forms of tortious interference with contract, negligence and South Carolina Frivolous Proceedings Act.

⁵ This motion was filed on June 29, 2021. Specifically, TNW alleged that TNT had blocked access to the joint parking lot both entities used to operate their businesses.

⁶ These activities included blocking the parking lot, blocking fuel tanks used to service jet skis, harassing TNW employees, interfering with the dock/marina, and posting signage on the TNW dock that indicated that DHEC was requiring the dock to be shut down.

⁷ TNT filed a motion to reconsider the TRO on July 21, 2021.

⁸ This demand would entail Defendant restoring an above-ground fuel system to its original position, installing bathroom facilities, installing emergency cutoffs for the boat fueling system, installing absorbent oil booms around the dock, making absorbent pads available to clean up spills, removing various floating docks, and creating operations manuals for use of the dock.

3. Add Plaintiff as an additional insured on TNW insurance policies.
4. Require TNW to maintain liability insurance in connection with its operation of the jet ski rental business.
5. Prevent TNW from using a shed on TNT property.
6. Correct a default balance of \$900,000.00 on a commercial property improvement loan for which TNT and TNW are jointly and severally liable.
7. "Correct and abate all violations of federal, state, and local laws, regulations, and ordinances relating to the public health, safety, welfare, or environment with respect to the Defendants' unlawful use and operation of the Marina and Jet Ski rental business."

This motion was denied by the Hon. R. Scott Sprouse on March 17, 2022.⁹ Meanwhile, in the companion action, TNW filed a Motion for Contempt and Sanctions alleging various violations of the July 21, 2021, consent order. This Court denied that motion on June 6th, 2022, on the grounds that conflicting testimony existed as to TNW's allegations, but also ordered that the July 21, 2021 consent order remain in effect. This Court also ordered that a May 27th, 2022 Order on Plaintiffs' Motion for Temporary Restraining Order be given full effect.¹⁰

In the instant action and on June 13th, 2022, Defendant Eric Rolf filed a Motion for Temporary Injunction alleging that in direct opposition to the numerous orders mentioned above, TNT had taken actions to remove a fuel tank and shed that TNW used in the operation of its business. This injunction sought to require "Plaintiffs to restore the hut and electronic systems to

⁹ Plaintiffs filed a Motion to Reconsider on April 26, 2022.

¹⁰ This order prevented TNT from closing or otherwise blocking access to a pier which TNW used for the operation of its business.

their previous condition, prior to Plaintiffs removal and damaging of the same.”¹¹ This Court issued an order granting the motion for temporary injunction on November 30th, 2022. Plaintiffs then filed a Motion to Reconsider on December 9th, 2022.

Plaintiff’s Motion to Reconsider

In its Motion to Reconsider, Plaintiff alleges several errors by this Court in granting Defendant East Coast Jet Ski Adventures’ Motion for Temporary Injunction. Each of these arguments will be addressed in turn.

Plaintiff first contends that this Court “erred in failing to make findings of fact and conclusions of law warranting injunctive relief for East Coast.” Injunctive relief is a matter that rests within the sound discretion of the judge to whom the application is made. *Transcon. Gas Pipe Line Corp. v. Porter*, 252 S.C. 478, 167 S.E.2d 313 (1969). “[T]he sole purpose of a temporary injunction is to preserve the status quo....” *Powell v. Immanuel Baptist Church*, 261 S.C. 219, 221, 199 S.E.2d 60, 61 (1973). In granting a temporary injunction, courts should “balance the equities between the parties in determining what if any relief to give.” *Foreman v. Foreman*, 280 S.C. 461, 464–65, 313 S.E.2d 312, 314 (Ct.App.1984).

In the Motion to Reconsider, Plaintiff contends that the “The Order signed by the Court fails to make any findings that East Coast would suffer irreparable harm or that East Coast has no adequate remedy at law, or that a prima facie showing has been made to demonstrate East Coast’s entitlement to relief.” This Court respectfully disagrees. The order signed by the Court finds that “East Coast has operated its business on the disputed parcel, pursuant to an agreement with Wade Long, prior to both the institution of this action, as well as the companion action.” The order then goes on to enjoin Plaintiff or its agents from taking action to interfere with the

¹¹ Plaintiff argued that its actions were supported by a Magistrate’s Court’s verbal order made at the recommendation of Plaintiffs’ counsel at a May 4, 2022 hearing.

operation of East Coast's business. In sum, this Court's order finds that the status quo of the disputed parcel included the operation of East Coast's business. Therefore, any action by Plaintiff taken to prevent East Coast from operating its business would constitute irreparable harm entitling East Coast to relief. This finding is in accordance with the goals of a temporary injunction to preserve the status quo and to balance the equities of both parties.

Plaintiff next contends that this Court erred in "finding it was obligated to give controlling effect to the Order dated June 6, 2022, signed by Judge John in a separate matter." Plaintiff bases this contention on the grounds that this Court misapplied the general rule preventing circuit court judges from overruling one another, thereby improperly allowing East Coast to gain standing to bring contempt claims.

In South Carolina, it is well-established that one circuit court judge may not disturb the findings of another. *See Sellers v. Nicholls*, 432 S.C. 101, 851 S.E.2d 54 (Ct. App. 2020). The prior order of a circuit court judge may not be disturbed except: 1. where the right to do so has been reserved to the succeeding Judge 2. when it is allowed by rule or statute 3. when the subsequent order does not substantially affect the ruling or decision represented by the previous order. *Sauner v. Pub. Serv. Auth. of S.C.*, 354 S.C. 397, 410, 581 S.E.2d 161, 168 (2003).

Plaintiff bases its contentions regarding the misapplication of this rule on the argument that Judge John's order governed the companion action and not the instant action, which is a "separate matter." In support of this argument, Plaintiffs cite *Narruhn v. Alea London Ltd.*, 404 S.C. 337, 745 S.E.2d 90 (2013). In *Narruhn*, the Supreme Court held that the general rule preventing circuit court judges from overruling one another is not invoked when an issue presents a "separate matter."¹² The facts in the instant action are distinguishable from those

¹² In *Narruhn*, an insurer appealed the ruling of a special master granting an assignment of rights. The circuit court denied the 60(b) motion partially on the grounds that it could not overrule the special master. The Court ruled that

presented in *Narruhn*, as both the instant action and the companion action involve the same disputed parcel and the operation of the same businesses. Therefore, the injunction granted by this Court does not deal with a “separate matter”, as any ruling in the instant action as to the status of the property would inherently affect the parties involved in the companion action. Furthermore, any ruling that is inconsistent with Judge John’s ruling in the companion action would “substantially affect” the status quo of that case. This would be directly in opposition to the exceptions laid out in *Sauner* and mentioned above. Accordingly, this Court properly gave deference to Judge John’s order in the companion action.

Plaintiff also alleges that by granting the temporary injunction in partial reliance on Judge John’s order, this Court improperly gave standing to East Coast to enforce Judge John’s order, as that order “specifically provides: this order does not address any other person or entity not named in the above entitled manner.”¹³ South Carolina courts have equated privity with standing. *See Maners v. Lexington Cnty. Sav. & Loan Ass'n*, 275 S.C. 31, 33–34, 267 S.E.2d 422, 423 (1980). Privity is defined as “[t]he connection or relationship between two parties, each having a legally recognized interest in the same subject matter (such as a transaction, proceeding, or piece of property); mutuality of interests”. *See Fabian v. Lindsay*, 410 S.C. 475, 765 S.E.2d 132 (2014) *quoting* Black's Law Dictionary 1394 (10th ed.2014). Plaintiffs concede in their Motion to Reconsider that a commercial lease agreement exists between TNW and East Coast. While the parties in this case dispute the extent of East Coast’s operation¹⁴, the existence of the commercial

the circuit court did have the authority to rule on the 60(b) motion, as the supplemental proceedings regarding the assignment of rights were final and therefore, the special master had no more duties to perform. This Court finds these facts distinguishable from those in the instant action, as the companion case is ongoing and the cases involve the same disputed property.

¹³ Because this order was issued in the companion action, East Coast was not listed as a party.

¹⁴ There is a dispute in this case as to whether East Coast is using an “unpermitted shed” to operate its business on Crab Catchers’ property. One of Plaintiff’s causes of action in this case is for trespass, alleging that the shed has been placed on Crab Catchers’ property by East Coast.

lease agreement between East Coast and TNW exhibits privity between the parties. Accordingly, East Coast has standing to enforce any order involving TNW and the operation of its business on the disputed parcels. Therefore, this Court's granting of the temporary injunction was not an improper granting of standing to East Coast.

Plaintiff next contends that this Court's granting of the temporary injunction ("to the extent it required the restoration of the unpermitted hut and electronic systems...") was in direct violation of the Magistrate Court's Order allowing them to be removed and therefore in error.¹⁵ Again, "[T]he sole purpose of a temporary injunction is to preserve the status quo....". *See supra* Powell (1973). Art. I, Section V of the provides for the establishment of Magistrate's Courts throughout South Carolina. These courts are deemed "inferior courts." *Holloway v. Holloway*, 203 S.C. 339, 27 S.E.2d 457 (1943). These courts are not deemed inferior in the technical sense of the word, but are deemed inferior due to their special and limited jurisdiction. *State v. Fillebrown*, 2 S.C. 404 (1871). Magistrate's Courts are those of limited special and limited jurisdiction. *See* S.C. Code Ann. § 22-3-10; *see also* S.C. Code Ann. § 22-3-510-590. It is well-established practice in South Carolina that the Circuit Court may hear appeals from Magistrate's Court. S.C. Code Ann. § 14-5-340. Furthermore, "All Courts from which an appeal lies are inferior Courts, in relation to the appellate Court..." *Holloway v. Holloway*, 203 S.C. 339, *quoting* *State v. Fillebrown*, 2 S.C. 404 (1871). Finally, and as previously mentioned, it is well-established that one circuit court judge may not disturb the findings of another. *See supra* Sellers (Ct. App. 2020).

¹⁵ According to the Plaintiff, the order to remove the shed and electronic systems was given verbally by the Magistrate and at the request of Plaintiff's counsel at a hearing involving building permit violations. No counsel for East Coast or TNW was present at this hearing. On June 1, 2022, the Magistrate's Court signed a written order requiring Crab Catchers to remove the shed within 10 days.

The Magistrate's Court signed a written abatement order on June 1, 2022, requiring the removal of the allegedly "unpermitted" shed within 10 days. The shed was removed on June 9, 2022. In both the companion action involving the same property and the instant action, and in effect at the time of the issuance of the Magistrate's order were:

1. A May 27, 2022, Order on Plaintiffs' Motion for Temporary Restraining Order from Judge John preventing TNT from blocking access to the walkway and pier pending a final hearing.
2. A July 27, 2021, Consent Order entered into by TNT and TNW which enjoined TNT and Crab Catchers from removing, disassembling, or otherwise altering any portion of the marina "unless necessary to comply with the law and/or any regulatory agency, in which event written consent shall be sought from the Plaintiffs."¹⁶
3. An April 1, 2022, Order Denying TNT and Crab Catcher's Motion for a Temporary Injunction from Judge Sprouse. In their Motion for a Temporary Injunction, TNT and Crab Catcher's asked the Court to direct TNW and East Coast Jet Skit to take several affirmative acts, including removal of the shed that was the subject of the Magistrate's Court Order.

After the issuance of the Magistrate's Order and in the companion action, Judge John issued an Order Granting TNW's Motion for Temporary Restraining Order. This order required that the property at issue be restored to the same position that it was on May 27, 2022. This order also required that the fuel pump and the shed be back on the property by July 1, 2022. This order also stated "The Summary Court shall give their attention to the full and complete terms of Judge

¹⁶ This consent order also provided that "In the event Plaintiffs fail to respond within 7 days' notice of a request for written consent without justification provided, then Defendant may comply with any lawful order or directive from any court of competent jurisdiction or any regulatory agency."

Keesley's Order dated July 27, 2021, the Order of this Court date May 27, 2022, and this Order, in the issuance of any order in the Summary Court involving these parties."¹⁷

The Magistrate's Order permitting the shed to be removed contradicts the rulings of the aforementioned orders in effect at the time of its issuance. These orders each attempt to uphold the status quo of the property during the pendency of both the companion action and the instant action. The removal of the shed from the property also directly contradicts Judge Sprouse's denial of TNT and Crab Catcher's Motion for Summary Judgement seeking its removal. If one Circuit Court Judge may not disturb the findings of another (*See supra* Sellers), then it logically follows that an inferior court (such as a Magistrate's Court) may not disturb the findings of a superior court (such as a Circuit Court).¹⁸ Therefore, the Magistrate's order permitting the shed to be removed was improper, and this Court's order was not in error.¹⁹

Plaintiff next contends that this Court's Order Granting Temporary Injunction improperly allows East Coast to change the scope of what was originally requested in the temporary injunction. Essentially, Plaintiffs argue that the provision of the order enjoining Crab Catchers from interfering in any way with East Coast's business operations improperly grants East Coast relief for future and prospective violations. Because East Coast purportedly only seeks relief for future and prospective interferences with their business operations, Plaintiff argues that East Coast has failed to show the requisite immediate and irreparable harm for the granting of a temporary injunction.

¹⁷ This order also states "This order does not address any other person or entity not named in the above entitled matter." Judge John denied TNW's Motion to Reconsider concerning this order on June 30th, 2022.

¹⁸ *See supra* Holloway & S.C. Code Ann. § 14-5-340.

¹⁹ In response, Plaintiff may contend that it complied with all the requirements set forth in the July, 2021 Consent Order in removing the shed. While this assertion does appear to be true from the record, the shed's removal is still in violation of Judge Sprouse's Denial of the Motion for Temporary Injunction. In fact, this order found "TnW represents it has been continually cooperating and coordinating with applicable local, state, and federal agencies and regulatory bodies to bring its operations in conformity. In the affidavits filed by TnW, several witnesses attested to TnW's cooperation, to which there was no contradiction."

In South Carolina, a party establishes a cause of action for an injunction when it shows: (1) it would suffer irreparable harm if the injunction is not granted (2) it will likely succeed on the merits of the litigation and (3) there is an inadequate remedy at law. *Peak v. Spartanburg Regional Healthcare System*, 367 S.C. 450 (2005). The only purpose of an injunction is to preserve the status quo to avoid possible irreparable injury to a party pending litigation. *Id.* The analysis concerning whether a wrong is irreparable must necessarily include equitable considerations. *Id.* Furthermore, the loss of one's ability to engage in one's profession has been found to be an irreparable harm.²⁰

In this case, it is arguable that East Coast has *already* suffered immediate and irreparable harm through the removal of the shed and electrical systems, as their removal interferes with East Coast's ability to engage in its profession. Regardless, any act by TNT or Crab Catchers to interfere with East Coast's business operations in the future would certainly constitute an irreparable harm under the *Peak* analysis. Plaintiff seeks for this Court to hold that parties must act in some malfeasant way in order for an injunction to be issued. This is in opposition of South Carolina law, and it would be inequitable to allow for *any* party to this action to interfere with one another's business operation. Providing injunctive relief for future interference allows both parties standing to seek contempt charges in the event of malfeasance during the pendency of this action. This remedy is both supported by South Carolina law and principles of equity. Accordingly, this Court's Order Granting Temporary Injunction was proper.

²⁰ *See Peak*. *Peak* also held that the loss of one's ability to engage in one's profession may also be a loss that cannot be addressed solely through monetary damages, as stoppages in work may entail the loss of clients, knowledge, and business relationships. However, Plaintiff only contends that the harm suffered by East Coast is not immediately irreparable, not that there is no adequate remedy at law for East Coast's harm.

Plaintiff next contends that this Court erred in granting East Coast's motion because East Coast has presented no evidence of a right or interest in the subject property, as East Coast is not an owner of the property nor in a lease agreement with any owner of the property. Plaintiffs contend that East Coast's lease agreement with TNW solely relates to the "marina property", and that the shed is located on the "subject property", which is located on a parcel solely owned by Crab Catchers. Therefore, East Coast purportedly has no standing to enforce any injunction involving the shed, as it is located on a property in which East Coast has no interest.

One seeking a preliminary injunction "is not required to prove an absolute legal right" but to only "present a reasonable question as to the existence of such a right." *AJG Holdings, LLC v. Dunn*, 382 S.C. 43, 674 S.E.2d 505 (Ct. App. 2009). In this case, the parties have been operating their businesses on adjoining parcels since the formation of TNW in 2016. Crab Catchers even offered its restaurant and other properties as collateral for a commercial loan issued to TNW. This evidences a long-standing business relationship between these two parties. It is therefore a "reasonable question" as to whether a lessee in privity with TNW (such as East Coast) has a right to use Crab Catchers or TNT property in connection with its business. Accordingly, this Court's granting of East Coast's Motion for Temporary Injunction was proper.

Plaintiff's next contention is that this Court improperly "allowed East Coast's counsel to unilaterally supplement the record outside of the hearing record without allowing Crab Catchers' counsel an opportunity to respond." Plaintiff contends that this Court erred in considering orders filed in the companion case in making its ruling. At the conclusion of the virtual hearing on East Coast's motion, the Court asked counsel for both parties to "send everything you think is appropriate."²¹ Neither party objected to the Court's request at the end of the hearing. The first

²¹ It should be noted that both parties sent emails to the Court after the hearing with evidence attached.

objection to this request came in the form of a letter emailed to the Court on November 10th, 2022. This letter was sent seemingly in response to the Court informing the parties that East Coast's motion had been granted.²² This letter to the Court requested a "re-hearing" due to several issues purported issues with the original hearing, one of which was the Court's supposed improper consideration of evidence outside of the record. Plaintiffs filed their formal Motion to Reconsider on December 9, 2022.

This Court is unaware of any rule of civil procedure that permits a party to request "re-hearing." The proper avenue to handle any objections to a motion hearing is through a Rule 59(e) Motion to Reconsider.²³ A party may not raise an issue for the first time in a Motion to Reconsider. *Repko v. Cnty. of Georgetown*, 424 S.C. 494, 818 S.E.2d 743 (2018). As previously mentioned, neither party objected to the Court's request for documents after the hearing. Because the Plaintiff's letter to the Court requesting a "re-hearing" was not proper pursuant to the South Carolina Rules of Civil Procedure, the Court could not consider any arguments raised therein. Accordingly, the first time the issue of supplementing the record was raised was in the Motion to Reconsider. Because a party may not raise an issue for the first time in a Motion to Reconsider, the merits of Plaintiff's argument need not be addressed.

Finally, Plaintiff's contend that the Court erred in failing to require Defendants to post a bond upon the granting of the temporary injunction. S.C.R.C.P. 65(c) provides that, besides in certain circumstances, "... no restraining order or temporary injunction shall issue except upon the giving of security by the applicant...". On this issue, the Court agrees that it erred in not requiring a Bond be posted by the Defendants.

²² The Court informed the parties of its decision on 11/09/2022.

²³ The Court informed the parties of this rule on 11/22/2022.

THEREFORE, Defendant East Coast Jet Ski is hereby ordered to post a surety bond of \$20,000 within 30 days of the filing of this order. Plaintiff's Motion to Reconsider is granted on this ground only.

Conclusion

Therefore, after careful consideration and review, Plaintiff's Motion to Reconsider is hereby **GRANTED** as to the issue of the posting of the bond and **DENIED** as to all other grounds.

[Signature page to follow]



Horry Common Pleas

Case Caption: TNT And More Inc , plaintiff, et al VS TNW And More LLC ,
defendant, et al
Case Number: 2021CP2604496
Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.