

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF HORRY)	FIFTEENTH JUDICIAL CIRCUIT
)	
Rent Me Superstore,)	CA No.: 2024-CP-26-04542
)	
)	
Plaintiff,)	
)	
v.)	TEMPORARY INJUNCTION ORDER
)	
City of Myrtle Beach,)	
)	
Defendant.)	

OVERVIEW

Rent Me Superstore (“Plaintiff”) filed a motion for a temporary restraining order (“TRO”) against City of Myrtle Beach (“Defendant” or “City”) on July 1, 2024. The court granted Plaintiff’s motion for a TRO, required Plaintiff to pay a bond in the amount of \$2,500, and scheduled an evidentiary hearing for July 11, 2024. At the hearing on July 11, 2024, Plaintiff was represented by attorney A. Preston Brittain; Defendant was represented by attorney Douglas M. Zayicek. After hearing arguments from counsel, witness testimony, and receiving evidence from both sides, the court grants Plaintiff’s motion for a temporary injunction against Defendant.

STANDARD OF REVIEW

Rule 65 of the South Carolina Rules of Civil Procedure sets forth the procedure for issuing temporary injunctive relief. Under the relevant case law, a party seeking injunctive relief must demonstrate irreparable harm, a likelihood of success on the merits, and the absence of an adequate remedy of law. Rawlinson Road Homeowners Association, Inc., vs. Jackson, 395 S.C. 25, 35 (Ct. App. 2011). The courts recognize

that an injunction is a drastic remedy and should be issued only to prevent irreparable harm suffered by the moving party. AJG Holdings, LLC, vs. Dunn, 382 S.C. 43 (Ct. App. 2009).

FACTS & FINDINGS

Plaintiff holds a franchise license to rent golf carts in the City of Myrtle Beach, the defendant in this case, and a business license. On June 11, 2024, Defendant, by means of an ordinance, suspended Plaintiff's franchise license for forty-five (45) days for Plaintiff's failure to timely pay its annual business license renewal fee and for failure to pay its annual decal fees. The court received testimony that during this time of year Plaintiff generates much of its annual profit, and that without these high grossing days, Plaintiff stands to lose employees, good will, and money. Plaintiff has therefore demonstrated sufficient evidence of irreparable harm. Additionally, Plaintiff has a strong argument that the City, by imposing the forty-five-day suspension, has exceeded its authority under South Carolina Code Ann. § 5-7-30 and has therefore demonstrated a likelihood of success on the merits. Finally, given the seasonal nature of Plaintiff's business and therefore the urgency of immediate relief, the court finds that there is no adequate remedy at law.

CONCLUSION

For these reasons, Plaintiff has made a showing to this court warranting the temporary injunctive relief it seeks. The court is aware of the relative harm that would be brought upon the respective parties in denying or granting temporary relief,

which weighs in Plaintiff's favor. In denying the requested relief, the Plaintiff would continue to suffer irreparable harm.

WHEREFORE, the court has determined that the claims made by the Plaintiff demonstrate irreparable harm, a likelihood of success on the merits, and no adequate remedy at law, and that, further, a temporary injunction in favor of the Plaintiff is granted and shall remain in force and full effect during the pendency of the underling action. The City is temporarily enjoined from suspending Plaintiff from operating his business for the remainder of the 45-day suspension.

AND IT IS SO ORDERED.

The Honorable B. Alex Hyman
15th Judicial Circuit Court

_____, 2024



Horry Common Pleas

Case Caption: Rent Me Superstore VS Myrtle Beach City Of
Case Number: 2024CP2604542
Type: Order/Temporary Injunction

15th Circuit Resident Judge

s/ B. Alex Hyman

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