

Thomas W. Winslow*
Allie A. Brown
M. Nicole Gattis
Casey M. Brown
L. Shawn Sullivan
Michael S. Harrison
Robert W. Pillinger
Michael E. Evans


WINSLOW LAW
Attorneys & Counselors

* Certified Civil Mediator
* Licensed in SC and DC
* LLM Maritime Law

Phone: 843-357-9301
Fax: 843-357-9303

www.winslowlawyers.com
www.facebook.com/winslowlawllc

April 25, 2025

VIA OVERNIGHT DELIVERY

The South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED

APR 28 2025

SC Court of Appeals

RE: Thomas Long v. Timothy Kettner, et al
Appellate Case No. 2022-001004

Dear Madame Clerk:

We are in receipt of your correspondence dated April 22, 2025 regarding the issue of mootness as it relates to the above-referenced appeal. The matters before the Court are not moot despite the issuance of a jury verdict after a trial on the merits of this case.

The issues before the Court of Appeals in the instant appeal were raised in pre-trial motions in limine and in a pre-trial motion to dismiss. The trial court stayed the issues on appeal before this Court on the record. See Trial Tr. Vol. 1 118-123, June 10-20, 2024. Plaintiff's attorney stipulated that he would not seek damages arising from the issues on appeal at trial in favor of the trial court entertaining a post-trial motion for contempt related to the court order on appeal. *Id.* Plaintiff's attorney did file a Complaint for Contempt on June 28, 2024. That motion has been continued by the trial court, in part, due to the instant appeal pending before this Court; as the grounds of Plaintiff's Complaint for Contempt are an integral part of the issues on appeal.

Furthermore, it is important to note that the trial court has issued no order. The Court requested that Plaintiff draft an order for its review following trial in June 2024. Plaintiff did so, and the Court has not signed that proposed order to date. In fact, the trial court has continued the post-trial motions, including Plaintiff's Complaint for Contempt, and ordered a post-trial mediation. The parties participated in such and continue to negotiate a potential settlement.

A verdict alone is not dispositive or conclusory in a trial. It is the issuance of a judgment in the form of an order that concludes a trial making it ripe for appeal. In this case, there is no order from the trial court, and therefore no judgment has been rendered. In sum, the existence of a verdict alone does not in and of itself make the issues on appeal moot. In fact, it is entirely possible that the trial court order, when and if it ever issued, may not even address the issues on appeal before this Court.

It is unknown whether or not an order from the trial court will ever be issued or what the language of such an order would include. There is nothing in the record that is dispositive on the issues on appeal,

MAIN OFFICE AND MAILING ADDRESS
11019 Ocean Highway
Pawleys Island, SC 29585

COLUMBIA
2231 Devine Street, Ste. 103
Columbia, SC 29205

MYRTLE BEACH
1297 Professional Drive, Ste. 202
Myrtle Beach, SC 29577

and those issues were stayed per the Court and remain issues in the pending contempt complaint. As such, we believe the appeal to be proper and should be allowed to be heard.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. S. Harrison', with a long horizontal flourish extending to the right.

Michael S. Harrison, Esq.

CC: Howell Bellamy, Esq.
Tucker Player, Esq.
Hon. Alex B. Hyman

Enclosure(s) as stated

MOTIONS

1 indicate they are not a joint venture.

2 MR. PLAYER: We disagree with that.

3 THE COURT: That is the information you can
4 cross examine who you will with that.

5 MR. BELLAMY: Okay.

6 THE COURT: Respectively, on that -- now, as
7 far as part of your package here, it talked about
8 damages from fuel leaks, regulatory violations.
9 Was that geared more towards the second case?

10 MR. PLAYER: No. And I can -- there's kind
11 of two issues -- three or four issues that are
12 intertwining. We have --

13 THE COURT: I don't see that pled anywhere.

14 MR. BELLAMY: No. We're not claiming that --

15 THE COURT: I mean theirs. I did not see
16 that.

17 MR. PLAYER: Right. Right. Well, it comes
18 -- the problem is it never stopped. So if you are
19 going by the date of the second amended complaint
20 that was filed, the interference with our ability
21 to operate, they ran East Coast Jet Skis off.
22 He'll be here to testify to that. They interfered
23 with our business after the original lawsuit was
24 filed.

25 In my mind -- and if we can get a stipulation

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1 to this, it would be great -- we won't bring up any
2 specific damages that have happened since the
3 second amended complaint was filed, as long as they
4 agree that when we finally get a contempt hearing
5 on the injunction, that we can bring the damages up
6 then. Because it is really in violation of the
7 injunction issued by this Court, and those damages
8 will be presented there as opposed to here.

9 MR. BELLAMY: The issue regarding the
10 injunction is on appeal to the court of appeals.
11 There was an order issued by Judge John indicating
12 that both parties have to come in compliance with
13 all state and federal and local regulations. We
14 had to reconnect toolshed, and there is an order
15 indicating that it was in illegal use. And,
16 obviously, in South Carolina law, you know -- I
17 don't think a Court is going to require something
18 that is illegal. So that is one of the grounds we
19 are appealing.

20 Plus, what makes this kind of maddening is
21 the fact that it is on our property, and based upon
22 their theory of a co-joint venture, we should have
23 a right to exercise control over our property to
24 evade any violations of the law.

25 Essentially, Judge John basically said, well,

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1 you know, even though he ignored the Judge Mayer's
2 order and said I really don't give a damn what
3 Judge Mayer said, you have to put it back. The
4 point is that, clearly, nobody disputes the fact
5 that it was not properly permitted, doesn't comply
6 with a zoning ordinance, because it is a toolshed,
7 and they are using it as a harbor master's office.

8 They've abandoned -- whatever agreement Tim
9 and Wade had, which didn't concern TNT and was not
10 a part of, they have abandoned it. They never
11 built the harbor master's office or do the things
12 they said they were going to do, and now we're
13 stuck with a toolshed, which is a violation of, you
14 know, local zoning ordinances.

15 What the frustrating thing is if someone gets
16 hurt on a jet ski or commercial fishing, they'll
17 come after us and say none of this stuff was
18 properly permitted, which we weren't responsible
19 for permitting --

20 THE COURT: Let me ask you this as to what he
21 just said in regards to post-second amended
22 complaint -- second amended verified complaint,
23 damages after that. I mean, what he's saying is
24 limiting this trial to damages prior to that; am I
25 right?

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1 MR. PLAYER: In terms of what we're asking
2 for, yes, Your Honor.

3 MR. BELLAMY: Well, that's good, Your Honor.
4 Because I think -- I mean I would have to confer
5 with co-counsel, but even after the second amended
6 complaint, when that was filed, there still weren't
7 any damages that Wade could allege that were
8 obviously committed by my clients regarding the use
9 of the property.

10 MR. PLAYER: Well, we have.

11 MR. BELLAMY: Not in this case.

12 MR. PLAYER: In two contempt motions, we
13 have.

14 THE COURT: Again, that would be for the
15 contempt of the --

16 MR. PLAYER: Right. Right. But not in
17 the --

18 THE COURT: So are we in agreement then that
19 those matters because they were brought in the
20 contempt motion were for the contempt --

21 MR. PLAYER: I want to discuss it, because it
22 goes to the intent of the parties and their
23 malicious destroying of my client's business and
24 not complying with the injunction, but we are not
25 going to ask for monetary damages for any losses

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MOTIONS

1 that occurred after that.

2 MR. BELLAMY: Wait a minute, you can't have
3 your cake and eat it, too.

4 THE COURT: The problem is, it is under
5 appeal.

6 MR. BELLAMY: That's right. It is stayed.

7 MR. PLAYER: It is not stayed.

8 THE COURT: How is it not?

9 MR. PLAYER: It's in the rules. An
10 injunction is not stayed by the filing of an
11 appeal. It is one of the specific exceptions to
12 the rule. I promise. I can show it to you if I
13 had a rule book.

14 THE COURT: Get the rule for me in the
15 morning.

16 MR. PLAYER: Yes, sir.

17 THE COURT: I would still be very, very
18 limiting on that, what I would allow. Even if the
19 rule allows it -- I mean, you are talking about,
20 essentially, pitting judges against each other.

21 MR. PLAYER: In terms of?

22 THE COURT: Magistrate and a circuit judge --
23 multiple circuit judges that are not here, one
24 which is not even on the bench anymore.

25 MR. PLAYER: I mean, as long as I can bring

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1 it up in the contempt hearings when we eventually
2 have them, I'm fine leaving it out of this case.

3 MR. BELLAMY: As long as he doesn't bring it
4 up for liability. Yeah, I think the property venue
5 would be the contempt hearings.

6 THE COURT: I completely agree with that.

7 I hate to ask this, but what else?

8 MR. BARNETT: I have one issue. Mr. Bellamy,
9 by my count three times, and the last time he said
10 most forceful and most clear, he said that his
11 client, TNT and More, Inc., has no ownership or
12 ability to control the marina. His client, through
13 Mr. Robert Benoit, went to the Corps of Engineers
14 office here in Conway and somehow -- I don't know
15 how yet -- convinced them to transfer TnW and More,
16 LLC's, marina permit to TNT.

17 Now, either what Mr. Bellamy said is
18 incorrect, or if it is correct, I invite Mr.
19 Bellamy -- I'll give him the assistant district
20 counsel's e-mail address in Charleston who I'm in
21 communication about this issue now, and invite him
22 to tell the Court that that was done in error, and
23 that the Court needs to rescind that transfer of
24 the permit. Because it has real world effects. My
25 client has pending before the Charleston district

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