

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2021CP2601512

Thomas Wade Long Clyde Kiser	TNW And More LLC	Timothy D Kettner Donald Kettner Jose Bernardino Morales Robert Benoit	TNT And More Inc Crab Catchers On The Waterfront Casey Kuznik
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PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Clerk of Court

Attorney for:  Plaintiff  Defendant  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRPC;  Bankruptcy;  Other: \_\_\_\_\_  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  Affirmed;  Reversed;  Remanded;  Other: \_\_\_\_\_

**RECEIVED**  
Nov 07 2025  
SC Court of Appeals

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order; (formal order to follow)  Statement of Judgment by the Court:

ORDER INFORMATION

As to the Special Interrogatories, we, the jury, unanimously find that a joint venture was created by TnW and Moore LLC and TNT and Moore Inc d/b/a Crab Catchers on the Waterfront. We find by a clear and convincing evidence that a clear and unambiguous promise was made between TNT and Moore Inc and TnW and Moore LLC. The promise was cooperation between TNT and TnW through consolidation of debt via the loan, guarantee of the loan, shared use of all properties and facilities including the docks, parking lot, recombination plat, and Crab Catcher's restrooms and office space, and future economic benefit to all parties. We find the promise did involve the transfer of an interest in real property and could not have been completed within one (1) year of the time it was made.

As to the Plaintiff's claim for breach of fiduciary duty against Defendant Timothy Kettner, we, the jury, unanimously find for the Plaintiff in the amount of \$50,000.00 actual damages and \$100,000.00 punitive damages, for a total of \$150,000.00.

As to the Plaintiff's claim for economic interference against Defendants, we, the jury, find for the Plaintiffs against the Defendants TNT and Moore Inc d/b/a Crab Catchers on the Waterfront in the amount of \$480,000.00 actual damages and \$480,000.00 punitive damages for a total of \$960,000.00 and against Timothy Kettner in the amount of \$120,000.00 actual damages and \$120,000.00 punitive damages for a total of \$240,000.00.

As to the Plaintiff's claim for breach of the joint venture agreement against the Defendants, we the jury, find for the Plaintiffs against the Defendant TNT and Moore Inc d/b/a Crab Catchers on the Waterfront in the amount of \$3,100,000.00 actual damages.

As to the Defendant Timothy Kettner's claim for claims against Plaintiff TnW and Moore LLC, we, the jury, do not find that Defendant Timothy Kettner is entitled to reimbursement for advances made to TnW and Moore LLC.

This order  ends  does not end the case.

Additional Information for the Clerk: \_\_\_\_\_

ELECTRONICALLY FILED - 2024 Jun 24 12:45 PM - Horry - COMMON PLEAS - CASE#2021CP2601512

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Thomas Wade Long, Clyde Kiser individually and on behalf of TnW and Moore LLC	Timothy Kettner	\$390,000.00
Thomas Wade Long, Clyde Kiser individually and on behalf of TnW and Moore LLC	TNT and Moore Inc d/b/a Crab Catchers on the Waterfront	\$4,060,000.00

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

2776

Judge Code

6/21/2024

Date

**For Clerk of Court Office Use Only**

This judgment was entered on 06/24/2024, and a copy mailed first class or placed in the appropriate attorney's box on to attorneys of record or to parties (when appearing pro se) as follows:

Tucker S. Player 512 Village Church Drive Chapin, SC 29036  
Stanley E. Barnett 305 North Civitas Street Mt. Pleasant, SC 29464

Michael S Harrison 1297 Professional Drive Suite 202 Myrtle Beach, SC 29577  
Scott Michael Mongillo 18 Broad St., Ste. Mezz Charleston, SC 29401-3010  
Eric Steven Bland 105 West Main Street Suite D Lexington, SC 29072  
Ronald L. Richter Jr. 18 Broad St., Ste. Mezz Charleston, SC 29401-3010  
Howell Vaught Bellamy III PO Box 357 Myrtle Beach, SC 29578  
Mary M Caskey PO Box 11889 Columbia, SC 29211

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter - Natalie Dahl

Renee N. Elvis - Clerk of Court

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 ) FIFTEENTH JUDICIAL CIRCUIT  
COUNTY OF HORRY ) CIVIL ACTION NO.: 2021-CP-26-01512

Thomas Wade Long and Clyde Kiser, )  
individually and on behalf of TnW and )  
More, LLC, )

Plaintiffs, )

vs. )

Timothy D. Kettner, Donald Kettner, and )  
TNT and Moore, Inc. d/b/a Crab Catchers )  
on the Waterfront, )

Defendants. )

**VERDICT FORM**

Special Interrogatories

1. Was a joint venture created by any of the parties?

Yes OR  No

If you answer to the question above was "Yes" please go to question number two.  
If you answer to the question was "No" please go to question number three.

2. If you find a joint venture was created who were the parties in the joint venture?

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

3. Do you find by clear and convincing evidence that a clear and unambiguous promise was made between TNT and More, Inc. and TNW and More, LLC?

Yes OR  No

- If your answer to the question above was "No", please go to the next question.
- If your answer to the question above was "Yes", please write down the exact promise that was made:

THE PROMISE WAS COOPERATION BETWEEN TNT AND TNW  
THROUGH CONSOLIDATION OF DEBT VIA THE LOAN, GUARANTEE  
OF THE LOAN, SHARED USE OF ALL PROPERTIES AND  
FACILITIES INCLUDING THE DOCKS, PARKING LOT, RECOMBINATION  
PLAT, AND CRAB CATCHERS' RESTROOMS AND OFFICE SPACE,  
AND FUTURE ECONOMIC BENEFIT TO ALL PARTIES.

- If your answer to the question above was “Yes”, did the promise involve the transfer of an interest in real property?

Yes OR  No

- If your answer to the question above was “Yes”, could the promise have been completed within one (1) year of the time that it was made?

Yes OR  No

Verdict

**A. On Plaintiffs’ claim for breach of fiduciary duty against Defendant Timothy Kettner, we, the jury, find for**

Plaintiffs OR  Defendant Timothy Kettner

If you found for Plaintiffs, please list the amount of damages to be awarded to Plaintiffs:

Actual Damages \$50,000<sup>00</sup>  
 Punitive Damages (if any) \$100,000<sup>00</sup>

**B. On Plaintiffs’ claim for economic interference against Defendants, we, the jury, find for**

Plaintiffs OR  Defendants

If you found for Plaintiffs, please place a check mark for which Defendant engaged in economic interference against Plaintiffs, list the amount of damages to be to assigned to each Defendant:

TNT & More, Inc.  
 Actual Damages \$480,000<sup>00</sup>  
 Punitive Damages (if any) \$480,000<sup>00</sup>

Timothy Kettner  
 Actual Damages \$120,000<sup>00</sup>  
 Punitive Damages (if any) \$120,000<sup>00</sup>

**C. On Plaintiffs’ claim for breach of the joint venture agreement against Defendants, we, the jury, find for**

Plaintiffs OR  Defendants

If you found for Plaintiffs, please place a check mark for which Defendant breached the joint venture agreement and list the amount of damages to be to assigned to each Defendant:

\_\_\_\_ TNT & More, Inc.  
Actual Damages \$ 3,100,000<sup>00</sup>

\_\_\_\_ Timothy Kettner  
Actual Damages \$ Ø

**D. On Defendant Timothy Kettner's claim for claims against Plaintiff TNW and More, LLC, do you find that Defendant Timothy Kettner is entitled to reimbursement for advances made to TNW and More, LLC?**

\_\_\_\_ Yes OR  No

- If your answer to the question above was "No", please skip to the next question.
- If your answer to the question above was "Yes", please state the amount of advances, *if any*, to which Defendant Timothy Kettner is entitled to reimbursement:  
\$ \_\_\_\_\_

James J. Bigata  
FOREPERSON

WHEN YOU HAVE COMPLETED THIS FORM, PLEASE NOTIFY THE BAILIFF