THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Alex Kinlaw, Circuit Court Judge
Case No.: 2024-CP-10-01489

Appellate Case No. 2025-001292

Michael D. Royal., ...Appellant,

v.

Ashley House Council of Co-Owners,.....Respondent.

RESPONDENT'S INITIAL BRIEF

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STATEMENT OF ISSUES ON APPEAL

I. Did the Circuit Courts err in finding Appellant must provide notice of motions or matters to be brought before Ashley House during annual meetings when that is required by the plain language of the Ashley House governing documents and applicable statutes?

II. Should the Appellate Court vacate Judge Kinlaw's findings in the order enjoining Appellant when there appears to be no legal support for an appellate court vacating specific findings when reviewing an injunction, and there is evidence to support the findings?

III. Should the Appellate Court reverse Judge Kinlaw's permanent injunction when the events relevant to the injunction have passed, Appellant may have abandoned the issue, and the injunction is sufficiently limited?

STATEMENT OF THE CASE

Ashley House is a condominium located at 14 Lockwood Drive and is governed by a Council of Co-Owners pursuant to a Master Deed and Bylaws. **Compl., Ex A (Master Deed); Compl., Ex. B (Bylaws)**. It is a thirteen-story building with 147 apartments, three of which are commercial. **Compl., Ex A (Sec. 5.1).** Each Co-Owner is automatically a member of the Council. **Compl., Ex A (Sec. 11.1(b)).** The Council of Co-Owners acts through its Board of Directors pursuant to the Master Deed and Bylaws. The Defendant is also governed by the South Carolina Horizontal Property Act (S.C. Code Ann. §27-31-10, *et seq*.). As a non-profit corporation, the Respondent is also governed by the South Carolina Nonprofit Corporation Act of 1994, S.C. Code Ann. §33-31-101, *et seq.*

After a change in Board composition in 2021, the Ashley House hired Stantec Consulting Services to conduct a study of the Ashley House building as a result of various issues. In October 2021, Stantec provided its report and recommendations to the Board of Directors and the Co-Owners advising of issues at the Ashley House building with a recommended scope of work. The Board, in attempting to implement the Stantec recommendations, held meetings to discuss the options, and hired an architect to advise on the scope of the work and getting approval from the

City of Charleston. The Board also solicited an estimate on the scope of the work, and Kennedy Richter estimated it would cost between $21,519,847 and $23,133,748.

Beginning in late 2023 and early 2024, the Appellant, along with some other Co-Owners of the Ashley House, have objected to the potential work. Appellant eventually filed the present lawsuit.

Appellant's Lawsuit

Appellant filed this lawsuit on March 20, 2024, and at that time it involved only a dispute over the Council of Co-Owners' refusal to circulate for a vote a Resolution Appellant brought at the 2023 Annual Meeting of the Co-Owners to allow for virtual participation and voting. ***See*** **Compl**. Appellant attempted to stop the 2024 Annual Meeting, claiming the failure to circulate his 2023 Resolution for a vote meant the meeting could not go forward. As part of the relief requested, the Appellant sought a temporary restraining order and preliminary injunction. **Pltf's Mot. for TRO.**

The 2024 Annual Meeting notice was sent on February 23, 2024. The notice explained that the purpose of the meeting would include nominating and electing three Directors to the Board. The notice also explained the time and place of the meeting. **Resp. MIO to Pltf's Mot. for TRO.** Ashley House would need a quorum in person or by proxy to conduct business. ***Id***. This notice was proper pursuant to the Master Deed and Bylaws.

Before the Court could rule on Appellant's TRO motion to stop the 2024 Annual Meeting, the meeting was held on March 25, 2024. But a Co-Owner suffered a medical emergency, and the remainder of the meeting had to be postponed. **Amnd. Cmplt. ¶ 53**. After this meeting, the Court heard Appellant's motion for temporary injunction. **3.28.24 Hr. Tr.** Appellant requested this Court enjoin the Council from holding its 2024 Annual Meeting. **Pltfs. Mot. for TRO.** The Court denied

Appellant's motion on April 8, 2024, finding Appellant had not established the elements necessary for a temporary injunction. **4.8.24 Order**. The Court found that the Ashley House Master Deed and Bylaws require prior notice to all Co-Owners of a matter for which a member intends to raise at a meeting. Additionally, the Court ruled that Appellant had to give a notice to all Co-Owners in line with the Bylaws for his proposed resolution to be heard, and that the Bylaws and South Carolina Nonprofit Corporation Act do not permit a single Co-Owner to raise an issue for a vote without prior notice. **4.28.24 Order.**

On April 11, 2024, Ashley House held the continuation of its 2024 Annual Meeting. At the meeting, Appellant sought to introduce motions to be voted upon by the Co-Owners, without giving the required prior notice in writing, contrary to the Nonprofit Corporation Act, April 8 Order, and Governing Documents. **Pltf's 1st Amd. Compl., ¶¶ 55-61**. The Board adjourned the meeting, leaving with many Co-Owners, but Appellant remained with an unknown number of Co-Owners. **Pltf's 1st Amd. Compl., ¶¶ 62-65**. Appellant then emailed the Board of Directors, advising that Co-Owners who remained voted on motions and passed them. **Pltf's 1st Amd. Compl., ¶ 66**. Appellant gave no notice of these motions prior to the meeting.

Subsequently, Appellant submitted a demand for a special meeting "to discuss and vote upon the removal and replacement of one or more members of the Board of Directors." **Pltf's MIS Mot. for DJ, p. 39**. Not contained in the petition, Appellant's email stated that "one or more of the Co-Owners may make one or more motions to remove one or more of the members of the Board of Directors." ***Id.*** Less than 30 days later, Appellant amended his complaint to request the court, through an injunction or declaratory judgment, force the Board of Directors to call the demanded special meeting. ***See*** **Amnd. Cmplt**.

After requesting the court grant him equitable relief to force the special meeting, Appellant initially did not take action to call the special meeting himself. It was not until after the court scheduled the hearing on multiple other motions for August 21, 2024—that could have resulted in the majority of his claims being dismissed and an injunction against him—did Appellant move with haste to schedule the special meeting himself.

Clearly attempting to bypass the Court's prior order, Appellant called for a special meeting of the Ashley House Council of Co-Owners to take place on August 17, 2024, four days before the hearing. **Pltf's MIS Mot. for DJ, pp. 109, 120.** Appellant's notice of this meeting was sent August 3, 2024. This notice, however, was defective because it did not identify the board members threatened with removal.

There was back and forth between Appellant and the Council of Co-Owners about the validity of the special meeting. Ashley House informed the ownership the meeting notice was defective, and Appellant informed the ownership that the courts would uphold the results of the special meeting. **Pltf's MIS Mot. for DJ, pp. 124; Resp. MIO Mot. for DJ, Ex.9.**

The Monday after that meeting, Appellant advised that Board members Lisa Burbage, Connie McElhaney, Sherri Greenberg, Janice Gorget, and Kevin Gaskins were no longer serving on the Board due to the results of the improperly called meeting. **Pltf's MIS Mot. for DJ, pp. 109, 134-37**. He further advised that Rose Rowland, Chriss Kellogg, Shand Josey, Christina Hewson, Sylvia Mitchum, and Charlotte Humphries were elected on August 17th. ***Id.*** According to Appellant's letters, he was elected chairmen pro tem pursuant to Robert's Rules of Order to oversee the meeting. Co-Owner Rose Rowland motioned at the meeting to identify and remove six of the nine directors. ***Id.*** These directors were not previously identified or included in any notice of the special meeting or proxies. Also on August 19th, Appellant sent a separate letter and email to the

"new" Board confirming his position on the results of the special meeting. **Resp. MIO Mot. for DJ, Ex.12.**

The day before motions in this case were to be heard by the Honorable Roger M. Young, Sr., Appellant filed a Motion for Declaratory Judgment asking the Court to certify the results of his special meeting. **Pltf's Mot. for DJ.** The Motion for DJ was held before Judge Kimpson, who denied Appellant's motion. **Resp. MIO Mot. for DJ; 3.17.25 Order.** Judge Kimpson found that Appellant did not comply with the applicable statutes and relevant provisions of Ashley House's governing documents with respect to his meeting notice, that his actions calling and conducting the meeting were invalid and ineffective, and there was no change in the Board of Directors. **3.17.25 Order.** Part of Judge Kimpson's ruling included that notice of a matter to be voted upon must be given prior to the meeting, and that Appellant had not done that when making a motion at the improperly called meeting to remove the group of directors. **3.17.25 Order, at 8**.

Since that time, and because the Board composition was no longer in dispute, the Ashley House Council of Co-Owners moved forward with scheduling the 2025 Annual Meeting that involved electing three directors. In anticipation of the meeting, Appellant sent the Board copies of hundreds of motions that he reserved the right to raise at the meeting. As a result, the Ashley House Counsel of Co-Owners sought a temporary restraining order and injunction against Appellant bringing any motions at the 2025 Annual Meeting. ***See*** **Resp. Motion for TRO.**

Judge Kinlaw heard the motion for temporary restraining order and injunction, and granted Ashley House's motion on April 28, 2025. **4.28.25 Order.** Part of Judge Kinlaw's reasoning for granting the TRO was that Appellant offered no proof that the motions he wanted to bring at a meeting "had been sent to all Co-owners as required by the statutes and governing documents." ***Id.*** Judge Kinlaw further permanently restrained and enjoined Appellant from "bringing any

motions to be considered or resolutions without showing compliance with the Master Deed, By-Laws, and the applicable statutes." ***Id.*** Also relevant, since Judge Kinlaw's Order, the Board's composition has changed through elections or otherwise and consists of Rhett Moore, Chris Kellogg, Christina Hewson, Frank Broccolo, Thomas Lydon, and Gwendolyn Smith.

Appellant appealed the Orders of Judge Price, Judge Kimpson, and Judge Kinlaw. Based on the issues on appeal and arguments, however, it appears Appellant is challenging only (1) the notice requirement all three orders share, and (2) the permanent injunction against him.

STANDARD OF REVIEW

"An order granting or denying an injunction is reviewed for abuse of discretion." *Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006). "An abuse of discretion occurs when the trial court's decision is unsupported by the evidence or controlled by an error of law." *Id.* The interpretation of a statute is a question of law reviewed de novo. *Lambries v. Saluda Cnty. Council*, 409 S.C. 1, 7, 760 S.E.2d 785, 788 (2014).

ARGUMENT

I. The circuit courts correctly interpreted the governing documents and applicable statutes to require notice of matters to be decided at annual meetings.

Appellant asserts that the circuit courts erred when imposing an "Advance Notice Rule" barring members from making motions at annual meetings without first giving notice to all members of such motions. **App. Br. 14**. All three circuit courts decided that, in some form or another, advanced notice to all members were required for the types of matters Appellants sought to raise at meetings of members. **4.8.24 Order** (noting the language of the governing documents generally require prior notice to all co-owners to conduct business at the annual meeting and Appellant had not established where the governing documents or statutes permit a single co-owner to raise an issue for a vote at an annual meeting without prior notice); **3.17.25 Order** (finding in

reference to Appellant's attempt to remove and replace 6 board members that the court agreed "with the prior Order that notice of a matter to be voted upon must be given prior to the meeting."); **4.28.25 Order** ("There was no proof offered that the 'motions' had been sent to all Co-owners as required by the statutes and governing documents.").

Appellant advances multiple arguments against the notice requirement, including that (1) it is not supported by statute, (2) it is not supported by the governing documents, (3) it makes self-governance impractical or impossible, (4) it contradicts statutory law on membership meetings, and (5) it contradicts general parliamentary procedures. **App. Br. at 15-17**.

A. The notice requirement is supported by statute.

On the statutory grounds, Appellant asserts that Judge Kinlaw's order granting the injunction against him does not identify the statute that supports the decision and must be overturned pursuant to Rule 65(d), SCRCP, requirement that the order must "set forth the reasons for its issuance; shall be specific in its terms." Appellant cites *Greenville Bistro* and a general requirement that, under Rule 65, courts must "clearly communicate the reasoning" for issuing an injunction. **App. Br. at 15**.

First, *Greenville Bistro* does not stand for the proposition that a failure to clearly communicate the reasoning for issuing an injunction is grounds alone for vacating a lower court order. *Greenville Bistro* suggests the opposite because, after citing Rule 65 and the requirement to clearly communicate reasoning, the Court noted it was unclear whether the circuit court based its reasoning on constitutional or equitable grounds and then addressed both. *Greenville Bistro, LLC v. Greenville Cnty.*, 435 S.C. 146, 162, 866 S.E.2d 562, 570 (2021) ("It is difficult to tell whether the circuit court based its finding of likelihood of success on the merits upon constitutional grounds, equitable grounds, or both. We will address both points."). Therefore, *Greenville Bistro*

does not suggest it is appropriate for an appellate court to reverse a lower court for not citing a statute in a decision.

Second, Judge Kinlaw's order sets forth multiple reasons for its issuance, including agreeing with the seven reasons Ashley House outlined why Appellant's 748 potential motions could not be permitted to go forward, and then explaining some details of why the court agreed. **04.28.25 Order at 5-6**. Simply because Judge Kinlaw did not cite a specific statute in the context of one sentence does not suggest a failure to comply with Rule 65's requirement to set forth the reasoning and, therefore, the decision should not be reversed.

Third, Appellant's reliance on Rule 65 is misplaced. Rule 52 states that the circuit courts must set forth their findings of fact and conclusions of law which constitute the grounds for an interlocutory injunction. Rule 52(a), SCRCP. Our courts have determined the rule is directorial and it will not vacate a lower court decision if the decision substantially complies with the rule. *See generally In re Treatment and Care of Luckabaugh*, 351 S.C. 122, 131, 568 S.E.2d 338, 342 (2002). The goal for the appellate court is that there is sufficient substance to the order so it can determine that the law was faithfully executed below. *See id.* at 133, S.E.2d at 343. Further, under Rule 220(c), the appellate court can affirm for any ground appearing in the record. Rule 220(c), SCACR.

Here, there is sufficient evidence in the record for this Court to find that Judge Kinlaw faithfully executed the law in his order. Judge Kinlaw cites in support of his decision the prior orders of the circuit court, including Judge Kimpson. Judge Kimpson's order explained that under the section 33-31-808(e) of Nonprofit Corporation Act in order to remove a director, the meeting must be called for the purpose of removing the director and must identify the director, and that Appellant's special meeting notice was defective for failing to comply with that statute. **03.17.25**

Order at 5-6. This is a statute that requires prior notice, and Judge Kinlaw relied upon that prior order in his order, which pertained to the hundreds of permutations of potential motions Appellant planned to bring at the annual meeting to remove directors. Because Judge Kinlaw relied on that finding from Judge Kimpson and the "motions" Appellant planned to bring concerned the same matters, Judge Kinlaw's order meets the requirements of Rule 52 and interpreting case law, and should not be vacated.

Last, there is support elsewhere in the Nonprofit Corporation Act for a notice requirement for matters being raised to the members at meetings. The Nonprofit Corporation Act requires notice to all members of specific matters and outlines how a member can bring a matter before the membership. Corporations are required to give notice consistent with their bylaws in a fair and reasonable manner. S.C. Code Ann. § 33-31-705(a). Fair and reasonable notice is giving notice to all members of the time and place of the meeting. § 33-31-705(c)(1). For annual meetings, the notice has to include any matter that the members need to approve, which includes matters under 33-31-831 (director conflict of interest), 33-31-856 (indemnification), 33-31-1003 (articles amendments), 33-31-1021 (bylaw amendments), 33-31-1104 (articles of merger), 33-31-1202 (asset sales), 33-31-1401 (dissolution by incorporators), or 33-31-1402 (dissolution by directors/members). § 33-31-705(c)(2). If the Ashley House must give notice under the Nonprofit Corporation Act to all members for certain matters and in compliance with its Bylaws, then the member should be required to give notice prior to the meeting of matters that fall within the same categories.

The Nonprofit Corporation Act also outlines how a member can bring a matter before the membership at a meeting, and it likewise requires notice to all members:

> (e) When giving notice of an annual, regular, or special meeting of members, a corporation shall give notice of a matter a member intends to raise at the meeting if:
> (1) requested in writing to do so by a person entitled to call a special meeting; and
> (2) the request is received by the secretary or president of the corporation at least ten days before the corporation gives notice of the meeting.

S.C. Code Ann. § 33-31-705(e). When a statute's language is plain and unambiguous, it must be enforced as written with no need to resort to the rules of statutory construction. *See Peake v. S.C. Dep't of Motor Vehicles*, 375 S.C. 589, 598, 654 S.E.2d 284, 289 (Ct. App. 2007).

Under the plain language of this 705(e), if a member wants to raise a matter at a meeting, like bringing a motion or resolution, the member must be entitled to call a special meeting and send that matter to the secretary or president prior to a meeting notice going out, and then the corporation must give notice to all members of that matter. To be clear, this logic does not necessarily flow through to matters that are within the Board's authority and not the members, and applies only to matters that the members have rights.

In sum, this Court should deny Appellant's request to vacate Judge Kinlaw's order for not citing a specific statute when the order substantially complies with the applicable rule for findings of fact and conclusions of law, and there is ample support in the record and the Nonprofit Corporation Act for a finding that prior notice to all members of a matter intended to be raised at a meeting is required.

B. The notice requirement is supported by the governing documents.

Appellant asserts that none of the orders "make any reference to any provision in the Council's governing documents" to support an advance notice requirement for member motions at member meetings. **App. Br. at 15**. Appellant again references *Greenville Bistro* and asks this Court to reverse Judge Kinlaw's order. This Court should deny Appellant's request.

First, as argued above, *Greenville Bistro* does not support reversing a lower court order for failure to cite something specific in its order and, instead, supports the appellate court reviewing the matter itself.

Second, Judge Kinlaw's order sufficiently outlines the reasoning for his ruling relying on the governing documents by relying on Judge Price's Order that prior notice is required. **4.28.25 Order at 2** (acknowledging in findings of fact how Judge Price ruled prior notice was required under the governing documents). Judge Price outlined how the meeting notice must state its purpose, that the Bylaws require for their amendment that the meeting be called for the purpose of amending the Bylaws, and that Appellant had not shown where he provided notice to all co-owners in line with the Bylaws. **4.8.24 Order at 5**. Further, Ashley House outlined in its filings how the Bylaws do not permit matters to be raised by members without prior notice. ***See* Resp. MIO Pltfs' Mtn. for TRO, at pp. 9-11**. Thus, there is ample support in the record for Judge Kinlaw's order, especially under Rule 220(c), SCACR.

Addressing the merits directly, there is no provision in the Bylaws permitting a sole Co-Owner to raise a matter for vote at an Annual Meeting without prior notice to all Co-Owners.

"Restrictive covenants are contractual in nature, and thus, the language used in the restrictive covenant is to be construed according to its plain and ordinary meaning." *Penny Creek Assocs., LLC v. Fenwick Tarragon Apartments, LLC*, 375 S.C. 267, 271, 651 S.E.2d 617, 620 (Ct. App. 2007). Restrictive covenants are voluntary contracts between parties, and a court shall enforce covenants unless they are indefinite or contravene public policy. *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 269, 363 S.E.2d 891, 894 (1987). "The construction of a clear and unambiguous contract is a question of law for the court." *S.C. Dep't of Transp. v. M & T Enterprises of Mt. Pleasant, LLC*, 379 S.C. 645, 655, 667 S.E.2d 7, 13 (Ct. App. 2008). "Ambiguous restrictive

covenants must be strictly construed against the party seeking to enforce them. *Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.*, 368 S.C. 342, 367, 628 S.E.2d 902, 916 (Ct. App. 2006). "The rule of strict construction governing restrictive covenants, however, does not preclude their enforcement, for the rule should not be applied so as to defeat the plain and obvious purpose of the instrument." *Id.* at 374, 628 S.E.2d at 920. "A restrictive covenant will be enforced if the covenant expresses the party's intent or purpose, and this rule will not be used to defeat the clear express language of the covenant." *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 269, 363 S.E.2d 891, 894 (1987).

The Bylaws permit a resolution at a meeting in one specific instance: "At any meeting at which Directors are to be elected, the Co-Owners may, by resolution, adopt specific procedures for conducting such elections, not inconsistent with these Bylaws or the Corporation Laws of the State of South Carolina." **Pltf's Compl., Ex B (Sec. 2.1)**.

Otherwise, the Co-Owners can only conduct business at an annual meeting under two scenarios: (1) the business to be conducted is identified in the meeting notice; or (2) all Co-Owners are present or consent in writing to conduct any business. **Pltf's Compl., Ex B (Sec. 3.4**). At least seven days before the Annual Meeting, the Secretary must notice the Annual Meeting "stating the purpose thereof as well as the time and place where it is to be held." ***Id.*** **(emphasis added).** However, "If all Co-Owners are present or consent thereto in writing, any business may be transacted." ***Id.*** The Bylaws state in general that the "Co-Owners may transact such other business at [the Annual Meeting] as may *properly* come before them." **Pltf's Compl., Ex B (Sec. 3.1)** (emphasis added). "Properly" is the key word and Section 3.4 describes when business is properly before the Co-Owners: it is in the annual meeting notice or all Co-Owners are present or consent in writing.

The Bylaws do allow the Board, in pursuit of certain enumerated powers (referred to as "foregoing") to do any and all things lawfully permitted to be done under the laws of the State or if agreed to by the Council of Co-Owners. **Pltf's Compl., Ex B (Sec. 2.2(m))**. None of the "foregoing" powers, however, include anything that could be construed as allowing a sole Co-Owner to present a resolution at the Annual Meeting to be voted upon without prior notice on a topic other than Board election procedures not inconsistent with the Bylaws.

Applying the plain language of the governing documents establishes that Co-Owners must provide prior notice of matters they intend to raise at a meeting, and that the Nonprofit Corporation Act explains how to do so, and this Court should affirm the circuit court's prior orders.

C. The notice requirement makes governing the affairs of the Council of Co-Owners more practical and predictable.

Appellant asserts that the notice requirement "makes self governance by the members impracticable or impossible," citing Robert's Rules of Order. **App. Br. at 16**. As a threshold matter, Ashley House has not adopted Robert's Rules of Order in any of its governing documents and, therefore, those rules are irrelevant to this Court's decision.

Nevertheless, imposing the notice requirement makes sense from a practical perspective. Ashley House Bylaws vest the Board, not the Co-Owners, with authority for administering the affairs of the Council of Co-Owners and those can be delegated only in certain scenarios. **Pltf's Compl., Ex B (Sec. 2.2.)**. The Co-Owners need to be consulted only on specific matters, like voting on Bylaw amendments for example. Without prior notice, there is no way of knowing what the Co-Owner wants to raise at the meeting and, therefore, the Council of Co-Owners cannot determine if it would be something within the Board's authority or if the Co-Owners must vote. Also, the prior notice allows the Council of Co-Owners to determine if the matter to be voted upon would require a Bylaw amendment.

Moreover, allowing Co-Owners to raise matters for voting without prior notice could have negative consequences for the Council of Co-Owners. For example, assume a Co-Owner makes a motion at a meeting and those present—fewer than all Co-Owners—vote to accept the matter and it changes the Bylaws. If that purpose was not in the notice of the meeting, then any Co-Owner not present and not voting could challenge the action. This is why the Bylaws require a notice stating the purpose of the meeting be sent to all Co-Owners, so they know to attend the meeting and what can happen in their absence if they do not attend or vote.

Advanced notice of any matter to be decided at a meeting is further supported by the waiver provisions under the Nonprofit Corporation Act, which indicate that all members are entitled to notice and their attendance at the meeting "waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the member objects to considering the matter when it is presented." S.C. Code. Ann. § 33-31-706(b). Thus, a member has an objection to a matter being decided at a meeting outside of the meeting notice and can maintain that objection if they make it when attending the meeting.

Because a corporation like the Council of Co-Owners vests its governance in a Board, and deciding matters at meetings that are not included in a notice could have negative consequences that nullify those decisions, imposing the notice requirement on members seeking to raise matters at meetings fosters practical and predictable governance.

D. Imposing a notice requirement is consistent with South Carolina statutes on membership meetings.

Appellant argues that the circuit court's logic indicates state law forbids considering any motion not pre-disclosed to the membership and that misreads the Nonprofit Corporation Act, citing section 33-31-701(d)(2) and 701(e). Appellant also argues that the Nonprofit Corporation

Act requires notice only for "extraordinary actions" like removing a director or amending the articles of incorporation. **App. Br. at 16-17**.

Sections 701(d)(2) and 701(e) support a notice requirement for the Ashley House Council of Co-Owners. Statutes must be applied according to their plain and unambiguous language. *See Peake*, 375 S.C. at 598, 654 S.E.2d at 289. Likewise, restrictive covenants must be applied according to their plain language. *Penny Creek Assocs., LLC*, 375 S.C. at 271, 651 S.E.2d at 620.

Here, both statutes defer to a corporation's governing documents. § 33-31-701(d)(2) ("Unless this chapter or the articles of incorporation or bylaws require otherwise, notice of an annual meeting need not include a description of the purpose for which the meeting is called."); § 33-31-701(e) ("At regular meetings, the members shall consider and act upon matters as raised consistent with provisions of the articles of incorporation or bylaws and, in addition, with the notice requirements of this chapter."). Ashley House Bylaws state that the Annual Meeting must "stat[e] the purpose thereof as well as the time and place where it is to be held." **Pltf's Compl., Ex. B (Sec. 3.4.) (emphasis added).** However, "If all Co-Owners are present or consent thereto in writing, any business may be transacted." **Pltf's Compl., Ex. B (Sec. 3.4)**. The Bylaws do not otherwise provide for any "regular meetings" outside of the annual meeting. The Bylaws do allow for special meetings, but by statute "only those matters that are within the purpose or purposes described in the meeting notice required by section 33-31-705 may be conducted at a special meeting of members." § 31-33-702(e).

Because the statutes defer to a corporation's governing documents for what is in the meeting notice, and the Ashley House Bylaws require the purpose of the meeting to be in the notice, then the statutes support imposing a notice requirement.

In addition, the Nonprofit Corporation Act outlines how a member can raise a matter to be addressed at a meeting, and requires the member be able to call a special meeting and provide the corporation with notice of the matter so it can be included in the meeting notice to all members. *See* § 33-31-705(e). Therefore, a notice requirement is supported by the statutes.

E. The notice requirement does not contradict parliamentary principles.

Appellant claims that Ashley House traditionally follows *Robert's Rules of Order* for conducting business at meetings, and that members under those Rules have rights to bring motions during meetings. **App. Br. at 17.**

As argued in Part I.C, Ashley House has not formally adopted Robert's Rules of Order in any of its governing documents. Thus, the Rules are irrelevant to this Court's review of the circuit court's decisions on the notice requirement.

Even if Robert's Rules of Order applied, those procedural guidelines envision prior notice of motions in certain circumstances. *See Robert's Rules of Order*, 12th ed. (2020) § 1:7 (noting that where voting is required, under certain circumstances "there may be a requirement of previous notice," which means the substance of what is to be proposed must be announced at the prior meeting or included in the call, i.e. written notice, of the meeting in advance of the meeting); § 10:44 ("A requirement of previous notice means that announcement that the motion will be introduced—indicating its exact content as described below—must be included in the call of the meeting (1:7, 9:2-5) at which the motion will be brought up . . . ."); § 10:51 (noting that instead of being given at a meeting, notice can be sent to all members with the written notice of the meeting and a member desiring to raise a motion ask the secretary of the entity to include it in the call of the meeting).

Moreover, even if Robert's Rules of Order applied and did not allow for prior notice, the Nonprofit Corporation Act and Ashley House's governing documents would control over Robert's Rules of Order and, as argued above, both the Act and governing documents envision prior notice of matters a member intends to raise at a meeting of the membership.

In sum, this Court should affirm the circuit court's prior orders imposing a notice requirement for a matter a member intends to raise at a meeting.

II. This Court should affirm Judge Kinlaw's order because Appellant was not complying with prior orders and Judge Kinlaw did not abuse his discretion in making findings.

Appellant outlines two main arguments: (1) Appellant argues that he complied with prior circuit court orders for noticing motions; and (2) Appellant asks this Court to vacate 22 findings from Kinlaw's Order. Ashley House addresses each in turn below.

A. Appellant did not comply with the prior orders and the applicable statutes outline how to raise matters at meetings.

Appellant argues that, with his hundreds of permutations of motions to remove various combinations of directors, he was attempting to comply with the "advance notice rule" for removing directors and utilized "combinatorics" to figure out how many potential motions would be needed to remove directors from the Board. **App. Br. at 18-19**. Appellant does not appear to make a plea for relief from this Court based on his argument that he complied with the prior orders. **App. Br., Part II.A**. Nevertheless, Appellant's arguments miss the mark, and vastly overcomplicate a simple matter for director removal under the Nonprofit Corporation Act, and this Court should affirm the circuit court's ruling.

Appellant need not rely on combinatorics and hundreds of motions are not required to be able to remove directors, and Appellant unnecessarily focuses on removing directors via "motion." As Judge Kimpson noted in his order, to remove a director elected by the members there must be

a meeting called for the purpose of removing that director under section 33-31-808(e) and that director must be identified. **03.17.25 Order at 5**. "[T]he clear language of the statute requires the meeting purpose and meeting notice to identify "the director" who is being threatened with removal." ***Id.*** Judge Kimpson noted that the Nonprofit Corporation Act also permits removing an entire board of directors. **03.17.25 Order at 6 n.1**. *See* S.C. Code Ann. § 33-31-808(g). Thus, if the meeting notice identifies the directors threatened with removal then those directors are subject to removal by vote of the members at the meeting. This is the plain language of the statute. *See Peake*, 375 S.C. at 598, 654 S.E.2d at 289 (stating statutes must be applied according to their plain and unambiguous language).

If a Co-Owner wishes to propose the removal of a director at a meeting and *require* the corporation to include that director's removal in the meeting notice, then that Co-Owner must comply with section 33-31-705(e) for raising matters at a meeting. Section 705(e) requires a corporation to "give notice of a matter a member intends to raise at the meeting if" the member submits a written request to the secretary or president 10 days before the meeting notice is sent and (2) the member is entitled to call a special meeting. A member can call a special meeting "if the holders of at least five percent of the voting power of any corporation sign, date and deliver to any corporate officer one or more written demands for the meeting describing the purpose or purposes for which it is to be held." S.C. Code Ann. § 33-31-702(a)(2).

Combining the plain language of sections 808(e), 705(e), and 702(a)(2), if an Ashley House Co-Owner wants to remove directors at an annual meeting, that Co-Owner must (1) have five percent of the voting power of the corporation (which can be reached by multiple Co-Owners joining together), (2) sign, date, and deliver to the president or secretary a written demand ten days before the annual meeting notice is sent, (3) that asks for the membership to vote on the removal

of specifically identified directors. Applying that here, Appellant did not need to identify every potential combination of directors to be removed by motion, which he indicates exceeds 70,000. **App. Br. at 19**. Provided voting power, timing, and written demand are complied with, Appellant would only need to identify at most 9 directors threatened with removal, assuming those 9 director positions are filled and not up for election at the meeting.

The fact that some director positions may be up for election at the annual meeting does not change the analysis. Assuming three director positions are up for election at an annual meeting, there is no need to raise their removal prior to a meeting because the voting process for those director positions is already being handled at the meeting. The membership will already be voting on who should be in those positions up for election. Thus, if a Co-Owner wants to propose removing specific directors at an annual meeting, the Co-Owner need only identify the up to six directors threatened with removal.

Importantly, it is not Ashley House's responsibility to outline for Appellant the appropriate mechanisms or procedures for him to follow because he has the burden of proof, and his attempts to stop meetings, hold his own meetings, and remove directors frustrate the Ashley House conducting business. This Court should affirm Judge Kinlaw's Order.

B. Judge Kinlaw did not abuse his discretion in making his findings to support his Order because there is evidence in the record to support the findings.

Appellant also takes issue with 22 findings in Judge Kinlaw's order, describing them as made in error and requests this Court to vacate inconsistent findings and conclusions. **App. Br. Part II.B.** This Court should affirm the findings in Judge Kimpson's Order because he did not abuse his discretion in making those findings.

As an initial matter, Appellant cites no case or statutory law in support of his request that this Court review and vacate individual findings and, therefore, has abandoned this issue on appeal.

See Bennett v. Investors Title Ins. Co., 370 S.C. 578, 599, 635 S.E.2d 649 (Ct. App. 2006) (finding an issue abandoned on appeal when the appellant failed to cite any case law for a proposition and made only conclusory arguments).

Further, Appellant's "Standard of Review" section is of no help because none of the authority cited suggests that an appellate court parses a lower court's findings of fact and conclusions of law to *vacate* individual findings in order granting an injunction. Instead, the standard for review of for an order granting an injunction is an abuse of discretion, which occurs when the decision is "unsupported by any evidence." *Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006). Judge Kinlaw's order is supported by evidence, primarily the materials the parties submitted for Ashley House's Motion for TRO, and other filings of record. This Court need not parse the individual findings of fact and register disagreement or agreement with them to review the injunction grant.

Furthermore, many of the findings pertain to Appellant's motions he planned to bring at the 2025 Annual Meeting. That Annual Meeting has passed and this Court's order vacating those findings would have no practical effect on the outcome and that issue is, therefore, moot. *See Curtis v. State*, 345 S.C. 557, 567, 549 S.E.2d 591, 596 (2001) (explaining a case is moot when an event occurs that makes it impossible to grant effectual relief).

Ashley House notes that the Motion for TRO states it is based on "the pleadings filed of record." Thus, the filings in the case other than what was specifically filed with the motion support Ashley House's position. Further, this Court can affirm for any grounds appearing in the record on appeal. Rule 220(c), SCACR. Nevertheless, under the any evidence standard, the findings should be affirmed.

Appellant argues the order incorrectly states he attempted to conduct his own meeting. This takes the finding out of context and that statement is supported by evidence. The Order noted that Ashley House filed the TRO "to stop the Plaintiff from conducting his own meeting of the Ashley House Council of Co-Owners." That is an accurate statement because that was the purpose of the motion. Also, Appellant's opposition to the Motion for TRO explained that the "Co-Owners plan to proceed with the annual meeting" after the Board cancelled it. **Pltfs. MIO TRO, p. 11**. Appellant is a single Co-Owner representing his own interests, not the interests of the Co-Owners. Considering his past conduct in leading the purported continuation of an annual meeting in April 2024 after the Board suspended the meeting, and him leading the "special meeting," there is evidence in the record to support suggestions Appellant planned to hold the meeting.

Appellant argues the order incorrectly cites Judge Price's order regarding his ability to show a success on the merits. Judge Kinlaw's finding in this respect is supported by the evidence of Judge Price's order.

Appellant argues the order is only "partially correct" in stating that the Council of Co-Owners acts through its Board of Directors. "Partially correct" indicates that the finding is supported by evidence. Nevertheless, the governing documents support the finding. The Master Deed defines the Board of Directors as "natural persons elected by the Co-Owners to direct the operation of the Condominium." **Pltf's Compl., Ex. A (Art. II, 2.1(c))**. Master Deed, Article XI, § 11.1 provides that the Condominium shall be administered, supervised and managed by the Council . . . which shall act by and on behalf of the Co-Owners . . . in accordance with this instrument, the Bylaws of the Council, and in accordance with the Condominium Act . . . ." The Bylaws that state "The affairs of the Condominium and the Council of Co-Owners shall be governed by a Board of Directors . . . ." **Pltf's Compl., Ex. B (§ 2.1(a))**. The Bylaws then state

"the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Council of Co-Owners" **Pltf's Compl., Ex. B (§ 2.2)**. Thus, there is evidence to support a finding that the Council acts through its Board.

Appellant takes issue with the finding that he emailed "notice of motions which he intended to bring to the floor", when he in fact did not intend to bring all of the motions. The finding is supported by evidence because Appellant emailed motions with the statement "Please timely publish and distribute notice of these motions to all Co-Owners and ensure they may be brought up for a vote at the Annual Meeting." **Plft's MIO TRO, p. 16**.

Appellant takes issue with the finding that Ashley House cancelled its annual meeting and filed a motion for TRO in response to Appellant's motions. This finding is supported by evidence, specifically the April 16, 2025 notice to Co-Owners that "in light of [Appellant's] pending motion requesting Judge Kimpson to reconsider his order of March 17th—as well as our recently filed motion seeking to restrain and enjoin the 600+ petitions submitted by [Appellant]—we have been advised to cancel the upcoming annual meeting . . . ." **Pltf's MIO TRO, p. 81**.

Appellant takes issue with a finding "The Plaintiff has failed to comply with the governing documents for the Ashley House." There is evidence to support that finding because (1) the finding is in the context of outlining Ashley House's arguments and, therefore, that is an accurate "finding" that Ashley House made that argument, and (2) the Court agreed with it and relied on prior orders of the court outlining compliance with governing documents for removing directors. Judge Kimpson noted the motions were not in compliance with the governing documents and had not been sent to all Co-Owners. Ashley House outlined the governing document provisions that apply to motions in its filings with respect to the other court orders addressing that issue. Thus, there is evidence to support Judge Kimpson's finding.

Appellant argues the order incorrectly states he failed to comply with the Orders of Judge Price and Kimpson. That finding is supported by evidence and argument, as outlined above in Part I.A-B.

Appellant argues the order incorrectly states he submitted an excessive number of potential motions. This finding is supported by evidence, considering the filings showing the more than 700 motions, Appellant's indication that the Board "should be prepared for th[e] meeting to last for 5+ hours" and asking the Board make sure "the room reservation will accommodate such a meeting." **Pltf's MIO TRO, p. 18**.

Appellant argues the order incorrectly states that motions he noticed would require amendments to the Bylaws. There is evidence to support this finding in the record. Ashley House asserted that the first 8 motions Plaintiff listed would require a Bylaw amendment. **Resp. MIS TRO, p.2**. For example, the second motion Appellant listed asked for restrictions to be placed on the Board's authority to approve any project regardless of how classified. **Pltf's MIO TRO, p. 18**. The Bylaws, however, differentiate between what approval is required based on the type of project. ***Compare*** **Pltf's Compl., Ex. B (§ 6.2 (Maintenance & Repair))** ***with*** **Pltf's Compl., Ex. B (§ 6.4 (Additions, Alterations or Improvements))**. The other motions presented conflicts with the Bylaws that would require amendments, like forcing the Council to adopt virtual participation technology when quorum could only be met by proxy or in-person attendance under the Bylaws. Notably, Appellant failed to timely respond to a request to admit that quorum could only be met under the Bylaws in person or by proxy. **Ptf's Mot. re Admissions; Resp. MIO Pltf's Mot. re Admissions.** Thus, that fact is conclusively established for this case regardless of whether Appellant has a motion pending to allow late responses. Other motions improperly wrested matters from the Board's discretion, like firing Mr. O'Kelley and forcing the Council to adopt rules and

regulations. The Board has discretion for hiring and firing personnel (Bylaw Section 2.2 (e)) and has authority to adopt regulations (Bylaw Section 2.2(f); Master Deed Art. II, 2.1(x)). Thus, there is support for Judge Kinlaw's finding.

Appellant argues as incorrect, the finding that his attempt to remove the Board of Directors was not proper due to Judge Kimpson's order and his pending motion to reconsider. This finding is supported by evidence. The matter before Judge Kimpson concerned Appellant's "special meeting" at which he and select Co-Owners purported to remove multiple board members. Judge Kimpson declared that effort null and void. However, Appellant timely asked Judge Kimpson to reconsider that order and affirm Appellant's "special meeting" results. Judge Kimpson had not ruled on the motion to reconsider at the time of Judge Kinlaw's order. **4.28.25 Order (J. Kinlaw); 5.01.25 Order (J. Kimpson)**. If Judge Kimpson granted Appellant's relief and affirmed his Board of Directors, then the motions to remove the board of directors at the annual meeting would be ineffective because those directors removed as a result of the motions would not have been directors.

Appellant contests a finding that his motions, if allowed, would render the Ashley House ungovernable for an entire year. Appellant takes this finding out of context, and it actually lists the arguments Ashley House made in support of its motion for TRO. **04.28.25 Order, p. 5**. That "finding" is supported by the evidence, including Ashley House's motion for TRO. Further, it is not difficult to see how the substance of Appellant's proposed motions might make governance difficult, with the Board of Directors' identities in question and placing restrictions or other measures on the Board's authority. Thus, this finding is supported by evidence.

Appellant argues the finding his motions are not in compliance with governing documents, prior orders, and applicable statutes is incorrect. Ashley House addresses a similar contention above, and the finding is supported by evidence in the record.

Appellant asserts the order incorrectly states Ashley House had no adequate remedy at law to prevent the motions. That finding is supported by evidence contained in filings of record on the case. An adequate remedy at law exists when a party has a legal cause of action for damages. *See Knohl v. Duke Power Co.*, 260 S.C. 374, 377, 196 S.E.2d 115 (1973). Ashley House did not request any legal damages with its motion, and there would have been no monetary damages Ashley House could have recovered if Appellant's motions were permitted to go forward.

Appellant contests the finding that his motions were defective and improper considering the governing documents, statute, and Judge Kimpson's order. That finding is supported by evidence contained in the filings of record, and is addressed above with respect to the prior orders and Appellant's improper motions.

Appellant asserts that the order incorrectly "preserves the status quo." This finding is supported by evidence in the record and argument. The purpose of a temporary injunction is to "preserve the subject of the controversy in its condition at the time of the order." *Curtis v. State*, 345 S.C. 557, 569, 549 S.E.2d 591, 597 (2001). At the time of Judge Kinlaw's order, the "status" was that there had been no motions yet and Appellant was challenging Judge Kimpson's order which could have changed the makeup of the Board and impacted what motions could be brought at the annual meeting. Preventing the Appellant's planned motions preserved the subject of the controversy and, therefore, the court's finding is supported.

Appellant takes issue with order stating he offered no proof that the motions had been sent to all Co-Owners required by statutes and the governing documents. This finding is supported by

evidence in the record, including Appellant's opposition memorandum which shows that he emailed the motions to the Board of Ashley House and then requested the Board to distribute the notice of motions to all Co-Owners. **Pltf's MIO TRO, p. 16** ("Please find attached a letter noticing the Ashley House board and officer of motions . . . . Please timely publish and distribute notice of these motions to all Co-Owners . . . ."). This evidence indicates the motions were not already provided to Co-Owners. Ashley House addresses throughout this brief how notice is required.

Appellant contests the Order's statement that allowing his motions "to go forward would be an end-run around Judge Kimpson's order." This finding is supported by evidence because Judge Kimpson ruled which Co-Owners comprised the Board of Directors after Appellant's "special meeting" but Appellant was still challenging Judge Kimpson's order via motion to reconsider when Judge Kinlaw ruled. Judge Kinlaw noted Appellant was trying to use the motions as a de facto nullification of Judge Kimpson's rulings. Further, Judge Kimpson ruled that the notice must be sent to all Co-Owners naming the director threatened with removal, and Appellant had not provided notice to all Co-Owners of his motions. Thus, there is evidence to support that Appellant was attempting to get around Judge Kimpson's order.

Appellant challenges the order's finding that his motions would circumvent amendment requirements. This finding is supported by the evidence. As argued above, some of Appellant's motions would have required a higher threshold for voting to be affirmed (66 and 2/3%) because they would require a Bylaw amendment. Appellant's motions, however, did not account for the higher voting threshold or the notice requirement for meetings to amend governing documents based on the filings of record. Therefore, there is evidence to support the finding.

Appellant argues as incorrect, the finding that motions 11-668 related to the Board and could not go forward where Judge Kimpson ruled who was on the Board and the motions could

not be used as a de facto nullification of Judge Kimpson's ruling. Judge Kimpson ruled "the Board of Directors is and *shall remain* that Board of Directors elected prior to the August 17, 2024 meeting," naming the specific directors. **3.17.25 Order, p. 11**. Appellant's motions were attempts to remove the Board of Directors, which is in conflict with Judge Kimpson's "shall remain" order. In light of Judge Kimpson's order and that Appellant was still challenging it when Judge Kinlaw ruled, it did appear Appellant was trying to use the motions to accomplish what Judge Kimpson denied. Therefore, there is evidence for the finding.

Appellant contests the finding in the order that he called a meeting of Co-Owners for April 28, 2025, asserting that the Board called the meeting. There is evidence to support the court's finding. The Board cancelled the meeting set for April 28, 2025, and chose to delay it to wait for instruction from the court. **Pltf's MIO TRO, p. 81.** Appellant was part of the effort to hold the annual meeting at the same location and time, even calling the venue to reserve the space. **Pltf's MIO TRO, p. 10-11; 69**. Appellant's disagreement with whether the Board could cancel or postpone the meeting does not render the finding to be without any evidence to support it.

Appellant argues the order mischaracterizes the annual meeting as a "special meeting," the order implies Co-Owners are prohibited from removing directors, and mischaracterizes Appellant's attempts to comply with Judge Kimpson's order. There is evidence in the record to support the findings. As for a special meeting, a single Co-Owner cannot call a meeting unless it is a special meeting, which requires a certain voting power. There is evidence to show the Board canceled or delayed the annual meeting, and the Appellant supported holding a meeting anyway. However, Appellant did not provide information showing the voting threshold to hold a meeting. The other two "findings" Appellant argues are addressed by Ashley House elsewhere in this brief and are supported by evidence in the record.

The final finding Appellant contests is a statement that the order can be enforced by contempt powers of the court. That is an accurate statement because violating a court order is grounds for finding a party in contempt. It is not a statement that Appellant has violated any order, but merely an accurate statement of the law. *See, e.g.*, *Miller v. Miller*, 375 S.C. 443, 652 S.E.2d 754 (Ct. App. 2007) ("The power to punish for contempt is inherent in all courts. Its existence is essential to the preservation of order in judicial proceedings, and to the enforcement of the judgments, orders and writs of the courts, and consequently to the due administration of justice." (quoting *F loyd v. Floyd*, 365 S.C. 56, 72, 615 S.E.2d 465, 473 (Ct. App. 2005)).

In sum, this Court should affirm Judge Kinlaw's findings because (1) Appellant does not cite any law in support for permitting an appellate court to vacate individual findings in an injunction order, (2) vacating many of the findings would not provide relief because the findings are tied to events that have passed and, therefore, are moot, and (3) Judge Kinlaw did not abuse his discretion because there is evidence to support his findings.

III. This Court should affirm the injunction against Appellant because Appellant appears to have abandoned the issue on appeal and the injunction is sufficiently limited or its purpose has passed.

Appellant argues this Court should reverse Judge Kinlaw's order because it is broad and restricts him from engaging in various governance activities, it locks the board in place, and it arms the council with the threat of contempt for any violation. **App Br. at 26**.

Because this is a grant of an injunction, the court reviews it for an abuse of discretion. *See Strategic Res. Co. v. BCS Life Ins. Co.*, 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006). Judge Kinlaw did not abuse his discretion in making findings of fact and conclusions of law, as argued above. Therefore, this Court should affirm the circuit court's order granting the injunction.

Second, in Appellant's section addressing reversing the injunction he cites no law in support of how the injunction is not warranted, and the cases cited in the "Standard of Review" section merely state the standards for reviewing injunctions or the elements of same, not how an injunction was improper in this case. Thus, this Court should find Appellant abandoned this issue. *See Bennett v. Investors Title Ins. Co.*, 370 S.C. 578, 599, 635 S.E.2d 649, (Ct. App. 2006).

Addressing the merits, this Court should affirm the order because the injunction is not overly broad such that Judge Kinlaw abused his discretion in ordering it. The injunction prohibits Appellant from bringing the 748 motions he outlined in his correspondence; it prohibits him from calling a special meeting on April 28, 2025, and enjoins him from calling special meetings or bringing motions without complying with governing documents and statutes; and states the board will remain until Judge Kimpson issues his ruling on the motion to reconsider.

All of these injunction orders are limited. Appellant's "motions" pertained to matters he intended to raise at the 2025 Annual Meeting, which has passed. Further, to the extent that Appellant attempts to bring those 748 motions at subsequent meetings, then the injunction is proper because those motions are improper, as argued above and found by Judge Kinlaw. The injunction preventing Appellant from calling a special meeting on April 28, 2025 was limited and has already passed. The injunction preventing Appellant from calling special meetings or bringing motions without complying with governing documents and statutes is warranted, but limited. Appellant's activity when it comes to meetings and motions is well-documented in this case and the subject of multiple orders. Further, Appellant can comply with the injunction if he follows the governing documents and statutes for raising matters at meetings and calling special meetings. Last, the injunction does not permanently lock the Board composition, but is instead locked until "such time

as Judge Kimpson may or may not reconsider, reverse, alter, or amend his Order," and that has already occurred with Judge Kimpson ruling on Appellant's motion to reconsider.

In addition, to the extent that the events requiring the injunctions have passed, the issues are moot because this Court cannot grant relief on the issues. *See Curtis v. State*, 345 S.C. 557, 567, 549 S.E.2d 591, 596 (2001).

Therefore, this Court should affirm the circuit court's ruling enjoining Appellant.

CONCLUSION

For the reasons argued above and for those grounds appearing in the record under Rule 220(c), SCACR, this Court should affirm the circuit court's rulings, specifically the two that Appellant appears to challenge: Judge Kinlaw's Order granting the TRO and Injunction on April 28, 2025, and Judge Kinlaw's denial of Appellant's motion for reconsideration on May 1, 2025.

Date: February 19, 2026.

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