THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Judge R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2015-000366

Spartanburg Buddhist Center of South Carolina, Inc., **Respondent,**

vs.

Ron Ork and Luke Dong, **Appellants.**

BRIEF OF RESPONDENT

Scott F. Talley
Shannon M. Phillips
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301

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Scott F. Talley
Shannon M. Phillips
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
Attorneys for Appellants

Thomas A. Belenchia
T. Camden Shealy
A BUSINESS LAW FIRM, LLC
P.O. Box 3421
Spartanburg, South Carolina 29304
Attorneys for Appellants

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ISSUES ON APPEAL

1. **The trial court was within its discretion in ordering the April 21, 2014 Temporary Injunction, as Appellants had notice or it was not required, the injunction provided for security for the parties, maintained the status quo, did not rule on the merits of the case, and set forth the reasons for its issuance.**

2. **Appellant Ork did not comply with the April temporary injunction because although he deposited the funds at issue back into the bank account at issue, he changed the signatories on, and thus the nature of, Respondent's account such that it became Ork's account alone.**

3. **The trial court issued a clear directive regarding the protection of the funds at issue to the parties on May 2, 2014, which directive Appellant Ork willfully and intentionally violated.**

4. **The trial court acted within its discretion in issuing a second temporary injunction on May 16, 2014, as it set forth the reasons for its issuance and security was either provided for or waived in the temporary injunction.**

5. **The trial court appropriately awarded Respondent attorney's fees in the below matter.**

STATEMENT OF THE CASE

This action was commenced by Respondent, Spartanburg Buddhist Center of South Carolina, Inc. (hereinafter "the Buddhist Center"), by the filing of its Complaint in the Court of Common Pleas for Spartanburg County on April 21, 2014. *See* Complaint (R. p. 24). Respondent is a Buddhist Temple in Spartanburg, South Carolina, and a nonprofit corporation under South Carolina law. *See* Bylaws (R. p. 22). Appellant Ork is the Head Monk and a Board member at the Temple, and Appellant Dong is a member at the Temple. Respondent has been represented in this action by several Board members and officers prior to any alleged April 2014 election, several of whom have been added as Third Party Defendants by Ork and Dong.

The underlying litigation in this matter is at its core a dispute among Respondent's Board members as to the construction of a new building and related expenditures of Respondent's funds (which are donations by Temple members). *See* Khieav Affidavit (R. p. 274). In fact, from the Temple's inception in 2009 until that dispute began in early 2014, neither Appellant voiced any concerns or disputed the individuals or terms of the Board of Directors or Officers of Respondent. In fact, Appellant Ork signed documents containing such designations up until that point and never argued he himself was not an authorized Board member. *See* Assorted SBCSC Notices by Khieav and Ork (R. pp. 257, 259-263, 265).

Although Respondent and Ork agreed in 2013 to construct a new building, raise funds for that purpose, and attend a groundbreaking ceremony, they did not come to an agreement on the complete plans and costs of construction. *See* Khieav Affidavit (R. p. 274). Ork then secretly entered into an agreement for the construction of a building

without Respondent's knowledge, permission or authorization. *See* Construction Agreement (R. pp. 130-35). In fact, Board of Directors members and/or Officers' names were crossed off the contract. *See id.* Appellants Ork and Luke Dong (a member of the Temple but not a Board member or Officer), along with another Temple member, signed the construction agreement on behalf of Respondent. *See id.* Respondent did not see this signed agreement until discovery began.

Appellant Ork was a signatory on Respondent's bank account and had been since 2010, along with at least four others, and was responsible for paying certain Temple expenses (most of which were his own living expenses, as he resides at the Temple). *See* Bank of America Corporate Signature Card (R. p. 266); Contempt Hearing Transcript (R. p. 204). Respondent trusted Ork to do so until Respondent began to feel Ork was mismanaging those funds in early 2014. Although Ork has argued he is acting Treasurer for the Temple, the bylaws clearly state that the President and Treasurer are responsible for management of the Temple's financial decisions. *See* Bylaws (R. pp. 127-28). Prior to the alleged April 2014 election, Sambo Khieav was acting President and Sophay Pres was acting Treasurer. Khieav Affidavit (R. p. 149-50); Bank of America Corporate Signature Card (R. p. 266).

Ork would not tell his plans to or gain approval from Respondent for the money he was spending on the new building. *See* Kheiav Affidavit (R. p. 274). When the President and other Board members and/or officers refused to sign the Construction Agreement, Ork and Dong organized an election to replace all the other Board members and Officers. *Id.* Dong sent a notice to of the election to some members, naming himself Chief Election Officer (which position does not exist). *See* Election Notice (R. p. 64).

Respondent did not believe 2014 was the proper year for an election, and this was just Ork's way of avoiding resistance in having the new building of his choice constructed. *See* Khieav Affidavit (R. p. 274). Notice of the election was not given to all members, as required by the bylaws, and Respondent and those members in agreement with the other Board members and Officers did not attend the alleged election.[1] Pal Affidavit (R. pp. 254-55); Sun Affidavit (R. p. 256).

Upon information and belief, Appellants' counsel Shealy and Gregg assisted at the election, and armed guards were present as alleged members voted in a new Board (not including any of Respondent's former Board members except Ork). Further, the alleged new Board then called a special meeting without giving the notice required by the bylaws to the current Officers, and allegedly elected all new Officers. *See* Bylaws (R. p. 126).

A few days prior to the election, Respondent used funds from its account to retain legal counsel in this matter. In return, Ork withdrew the balance of the account, approximately $61,400, and began a petition among the members for the return of the legal fees Ork claimed Respondent stole from members' donations in Respondent's bank account. *See* Petition for Return of Funds (R. pp. 267-72).

Respondent felt the election(s) were improper, and brought this lawsuit to stop Ork's and Dong's actions until order could be properly restored at the Temple.

In the April 21, 2014 Temporary Injunction, the Court ordered Ork to return the withdrawn funds to Respondent's bank account and that the Board and Officers would be

[1] Although Appellants have argued throughout the litigation and their brief that "over one hundred members" support Ork, it is worth noting the following facts: the temple has hundreds of members; there have been disputes over what members were told in signing the alleged petition; and issues have been raised about the validity of the signatures on the alleged petition. *See* Appellants' Brief, p. 8; April 25, 2014 Hearing Transcript (R. pp. 246-47).

the same as before the election at issue pending the outcome of litigation. *See* April 21, 2014 Temporary Injunction (R. p. 22).

Prior to the Temporary Injunction Hearing on April 25, 2014, Judge Keith Kelly met with Appellants' attorneys Shealy and Gregg and Respondent's attorneys Talley and Phillips. Contempt Order (R. pp. 5-12). Judge Kelly asked the attorneys if there was anything that could be done to resolve the matter among the parties, and even if not, what could be done to safeguard the Temple's money during litigation, and discussed a potential trust account with counsel. *See id.* It was clear to Respondent's counsel at this meeting that the parties and Judge considered the $61,000 a significant sum of money to be protected from either party pending an outcome of the election and other issues. *See id.*

As there was no agreement between the parties, there was a hearing held on April 25, 2015, and arguments and affidavits were presented to the court. April 25, 2015 Hearing Transcript (R. pp. 238-53). Judge Kelly took the matters under advisement, and days later asked for a conference call with the parties' counsel to further discuss the issues. After the conference call, Judge Kelly issued an e-mail directive on May 2, 2014 to the parties' counsel that the parties were to set up a trust account for the approximately $61,000 withdrawn by Ork, with a lawyer from each side as signatory. *See* May 2, 2014 Email from Judge Kelly (R. pp. 138-39).

The parties discussed the terms of the potential order, and an Order was filed May 16, 2014. *See* May 16, 2014 Temporary Injunction (R. pp. 20-21).

When attorneys Phillips and Gregg met in June 2014 to set up the ordered trust account, Gregg brought a cashier's check from Respondent's old account for

approximately $1,600. June 2014 Deposit Record (R. p. 146). Quite obviously, Respondent was shocked and dismayed to learn that approximately $60,000 was missing.

In Appellants' discovery responses, bank records showed that Ork had deposited the funds back into Respondent's account in accordance with the April 21, 2014 Order. *See* Ork Affidavit (R. p. 225). However, Respondent learned from a bank teller that Ork removed the other four signatories to the account such that Respondent could not access the account after April 21, 2014. Pek Affidavit (R. pp. 153-54). Thus, Ork deposited the funds back into the account but changed the nature of the account so that it was his account and not Respondent's.

Ork then proceeded to write three large checks to the construction company before the May 16, 2014 Order was issued. On April 29, 2014, Ork wrote a check for $20,000 to the construction company. April 29, 2014 Check (R. p. 143). On May 7 and 9, 2014, after Judge Kelly's May 2, 2015 email was sent to the parties, Ork wrote two more checks to the construction company, totaling $48,400, out of the account. *See* May 7 and 9, 2014 Checks (R. pp. 144-45). This Rule to Show Cause followed. *See* Rule to Show Cause (R. pp. 15-16).

Ork does not claim Respondent knew Ork was writing or authorized Ork to write these checks, and in fact admits, "Respondent *was unaware* that the Head Monk had issued the three checks for construction costs." *See* Petition for Supersedeas, para. 36.

Appellants now argue that Ork should not be held in contempt because he technically complied with the April 21, 2014 Order by depositing the funds into Respondent's account. *See* Appellants' Brief, p. 16. Respondent finds this argument disingenuous and arguing form over substance, as Ork changed the signatories on the

account to make it his account alone and then proceeded to spend all of the money out of the account towards exactly what he knew Respondent opposed (i.e. construction of Ork's chosen building despite Respondent's lack of approval for that construction), without the approval or even knowledge of Respondent or the court. Ork did so after he had knowledge of the Court's concerns about safeguarding the $61,000, and he knew the Court's Orders that the money should be returned to a joint (with signatories from both sides) account and then a trust account to prevent this type of loss prior to a resolution of other issues.

It is clear to Respondent that Ork violated the Orders, first that the funds in dispute should be deposited into Respondent's account, and then that the funds in dispute be deposited into a trust account, when Ork changed Respondent's bank account signatories and drafted three large checks, effectively emptying the account. Ork intentionally spent all of Respondent's money on a construction contract Ork knew Respondent opposed or at least had not agreed to. *See* April 21, 2014 Order (R. pp. 22-23) and May 2, 2014 E-mail (R. pp. 138-39).

1. **The trial court acted within its discretion by issuing the April 21, 2014 Temporary Injunction.**

The trial court acted within its discretion in issuing the April Temporary Injunction. The "grant of an injunction is within the sound discretion of the trial court and will not be reversed absent an abuse of that discretion." *See AJG Holdings, LLC, et al., v. Dunn, et al.*, 674 S.E.2d 505, 509 (S.C. Ct. App. 2009). To obtain an injunction, a plaintiff generally must prove 1) the plaintiff would suffer irreparable harm if the injunction is not granted; 2) likelihood of success on the merits; and 3) no adequate remedy at law. *See id.* at 508. An injunction is an equitable remedy designed to

"preserve the status quo and prevent possible irreparable injury to a party pending litigation." *See id.* Appellants have argued that the April 21, 2014 Temporary Injunction is invalid because there was no notice of the injunction, there was no security for the injunction, the injunction changed the status quo, ruled on the merits of the case, and did not set forth the reasons for its issuance. Appellants' arguments fail for the following reasons.

a. The Temporary Injunction is not invalid for lack of notice.

Notice was not required for the Temporary Injunction. First, the injunction operated more like a temporary restraining order pending an order from the Temporary Injunction hearing held April 25, 2014. It is proper for a trial court to issue a temporary restraining order without notice until issues may be heard and decided at a temporary injunction hearing. S.C. R. CIV. P. 65. The April Temporary Injunction was issued ex parte, and remained in place until the trial court ruled on the issues heard in the Temporary Injunction hearing. In this manner, the Temporary Injunction served much like a temporary restraining order, for which no notice is required. *See Jones v. Jones*, 158 S.E. 134 (S.C. 1931) (finding no abuse of discretion despite whether issued order was construed as a "temporary injunction granted at the commencement of the action . . . or as a mere restraining order effective until respondents' right to a temporary injunction was ascertained"); S.C. R. CIV. P. 65 (notice not required for temporary restraining orders).

Even when construed as a temporary injunction, the April Temporary Injunction was issued ex parte properly given that there were no adverse interests at stake and exigent circumstances existed regarding a significant sum of money which had been

improperly removed from Respondent's account. The trial court has discretion in issuing ex parte temporary injunctions in certain circumstances. More specifically, ex parte orders are appropriate "where no adverse interest exists or where exigent circumstances dictate that action be taken prematurely." *Herring v. Credit Bureau of Columbia*, 252 S.E.2d 123, 272 S.C. 368 (S.C. 1979). In this case, no adverse interest existed in ordering the return of the money to Respondent's account. Both Ork and four other signatories supporting Respondent's position were on Respondent's account such that it was a joint account between the parties in this litigation. Further, exigent circumstances existed due to the concern of losing accountability and oversight of the Temple's significant amount of funds during the litigation. This is exactly the type of case in which exigent circumstances existed and an ex parte order would be appropriate to protect all parties' interests. *See Herring*, 252 S.E.2d 123. It was within the trial court's discretion to issue the order ex parte.

Finally, the monk has argued he actually complied with the order by depositing the money on April 21, 2014, such that it seems he had actual notice of the Injunction and experienced no prejudice from any alleged lack of notice.

b. The April Temporary Injunction is not invalid for lack of bond.

Appellants have argued that the April Temporary Injunction is invalid because it does not require a bond, but this argument fails. The trial court's requiring the safeguarding of the money at issue in a joint account maintained by the parties had the same intended effect of requiring a bond in securing the interests of the parties. *See* April Temporary Injunction (R. pp. 22-23). Even if this Court finds a bond is required, this does not reverse the injunction but rather, proceedings should be remanded for

determination of an appropriate bond. *See AJG Holdings,* 674 S.E.2d at 509 (remanding for determination of proper bond).

c. The April Temporary Injunction maintained the status quo, did not rule on the merits of the case and set forth the reasons for its issuance.

The trial court did not rule on the merits of the case by stating that any election not held in accordance with the bylaws would be invalid or by returning the church to the status quo prior to the alleged unauthorized election. State law is clear that when a temporary injunction leaves an issue to be decided at a later time, that issue is not decided on the merits. *See Alston v. Limehouse,* 39 S.E. 188, 191, 60 S.C. 559 (1901). In this case, the April Temporary Injunction specifically states that it is "pending the resolution of this matter." *See id.* (a temporary order is the same as if the order stated it was only in place until a final decision was made on the merits). It has also been assumed by all parties that the temporary injunctions did not ultimately decide the election issue. *See* June 2014 Order (R. pp. 17-19).

In fact, the "election issue" remains the heart of the underlying litigation, Respondent has moved for an expedited hearing on the validity of the election, a hearing was held before Judge Lee regarding obtaining an expedited hearing on the election issue, and Judge Lee ordered an expedited hearing on the election issue. June 2014 Order (R. pp. 17-19). It is clear that the temporary injunctions did not decide the election issue but merely stated that if the election was not ultimately found to be in accordance with the Buddhist temple's bylaws, it would be legally invalid. It is a matter of South Carolina law that a religious organization organized as a nonprofit corporation is governed by its bylaws, such that any action taken which was not in accordance with said bylaws would be unauthorized and not binding on the court. *See McCain et al. v. Brightharp,* 730

S.E.2d 916, 921, 399 S.C. 240 (S.C. Ct. App. 2012) (citing *Williams v. Wilson*, 349 S.C. 336, 343 (2002)) (referencing a court's ordering pastor removal not in accordance with church bylaws).

The trial court was within its discretion to order the board prior to the alleged election would remain in place, pending the outcome of litigation. Appellants argue that this changed the status quo, as a new board and officers were allegedly put into office April 20, 2014. Appellants' argument assumes the election was valid, which Respondent vigorously disputes. However, this case is exactly like the *McCain* case, in which the trial court ordered that restoring the status quo in a church meant to restore "the status quo prevailing before the unauthorized action." *McCain*, 730 S.E.2d 921 (ordering the restoration of a church's status quo to a particular past date, prior to an unauthorized action "to enable the Church to act pursuant to its By-Laws"); *see also Bowen v. Green*, 272 S.E.2d 433, 275 S.C. 431 (1980) (finding court not bound by unauthorized church action and that the "court may restore the status quo to enable the church to act"). The trial court properly exercised its authority in ordering the board would remain the same as before the election at issue pending the outcome of litigation.

Finally, it is clear that the April Temporary Injunction set forth the reasons for its issuance. The order clearly states, "The Court finds Plaintiff will suffer irreparable harm if the injunction is not granted, there is no adequate remedy at law to protect Plaintiff from further actions by Defendants, and this Order is intended to maintain the status quo during the pending litigation of this matter." April Temporary Injunction (R. pp. 22-23). Appellants argue that the Court must define the irreparable harm, but the trial court was within its discretion to order the return of the status quo pending resolution of the election

issue, as well as the return of funds back to the joint account. *See* April Temporary Injunction (R. pp. 22-23).

2. Appellant Ork did not comply with the April 21, 2014 temporary injunction because although he deposited the funds at issue back into the Respondent's bank account, he changed the signatories on, and thus the nature of, Respondent's account such that it became Ork's account alone.

The trial court was within its discretion in holding Ork in contempt for spending the money out of the bank account at issue, when he had changed the account signatories so that Respondent could not see the account activity and Ork did not disclose his large expenditures to Respondent. In general, a trial court has discretion in determining whether a party is in contempt of court. *See Cheap-O's Truck Stop, Inc. v. Cloyd*, 350 S.C. 596, 607, 567 S.E.2d 514, 519 (S.C. Ct. App. 2002). A contempt order "will not be disturbed on appeal unless it is without evidentiary support" or an abuse of discretion. *See Haselwood v. Sullivan*, 283 S.C. 29, 32-33, 320 S.E.2d 499, 501 (S.C. Ct. App. 1984) (citation omitted); *Smith v. Smith*, 359 S.C. 393, 597 S.E.2d 188 (S.C. Ct. App. 2004); *State ex rel. McLeod v. Hite*, 272 S.C. 303, 306, 251 S.E.2d 746, 748 (1979) (a court has the inherent authority to punish "offenses calculated to obstruct, degrade, and undermine the administration of justice"); *Browning v. Browning*, 366 S.C. 255, 262, 621 S.E.2d 389, 392 (S.C. Ct. App. 2005) ("The power to punish for contempt is inherent in all courts and is essential to preservation of order in judicial proceedings."); *In re Terry*, 128 U.S. 289, 303, 9 S.Ct. 77, 32 L.Ed. 405 (1888) (citations omitted) (court's contempt power "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").

A party may be held in contempt where he or she acts " 'voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say, with bad purpose either to disobey or disregard the law.' " *Miller v. Miller*, 652 S.E.2d 754, 759-60 (S.C. Ct. App. 2007) (quoting *Widman v. Widman*, 348 S.C. 97, 119, 557 S.E.2d 693, 705 (Ct. App. 2001)) (finding trial court was within its discretion in holding party in contempt because such finding was supported by evidence).

If a court did not have the power to hold individuals in contempt, "the administration of the law would be in continual danger of being thwarted by the lawless." *Miller*, 375 S.C. at 453-54, 652 S.E.2d at 759 (citing *Terry*, 128 U.S. at 303, 9 S. Ct. 77).

Appellant Ork argues he "fully complied with the ... First Injunction." Appellants' Brief, p. 8. This argument is disingenuous. It is clear that Appellant Ork violated the April 21, 2014 Temporary Injunction by depositing the funds at issue back into Respondent's bank account but then fundamentally changing the nature of that account so that it was his account only and spending the money without knowledge of or authorization from Respondent or the Court. Ork knew what he was doing and willfully thwarted justice by manipulating the account and spending all of the funds at issue in secret.

Appellants also argue that Ork should not be held in contempt, as he cannot purge himself of contempt because he has no income. Appellants' Brief, p. 17. In support of their argument that a party should not be held in contempt when the party cannot purge the contempt, Appellants cite the *Phillips* case. *See Phillips v. Phillips*, 341 S.E.2d 132, 288 S.C. 185 (S.C. 1986). In the *Phillips* case, a grandmother was held in contempt for

failing to bring a child to court hearings when the child's father had taken the child out of state. *See id.* Because the grandmother did not physically have the child in her custody, it was impossible for her to comply with the court's order. *See id.* This is not like the *Phillips* case, because it is possible for Ork to pay back the funds he spent.

Ork has admitted to this Court that he has already received enough donations to purge himself of contempt. *See* Petition for Writ of Supersedeas with Request for Expedited Decision, para. 60 ("Some of the Head Monk's supporters donated cashier's checks for the entire amount the Contempt Order requires the Head Monk to pay."). It seems it is possible for Ork to purge his contempt, and to have already done so.

Further, it seems a ludicrous argument to Respondent that a party ordered to deposit money into an account during pending litigation could spend said money, and then avoid a contempt order because he does not have the means to repay the money. What incentives would this give parties ordered to safeguard money in litigation? The trial court acted within its discretion in holding Ork in contempt.

3. **The trial court issued a clear directive regarding the protection of the funds at issue to the parties on May 2, 2014, which directive Appellant Ork willfully and intentionally violated.**

Ork knew at the April 25, 2014 hearing that protecting the funds during litigation was of utmost concern to the Court and parties, and Ork had written notice that the funds were to be placed in a joint trust account on May 2, 2014. Appellants now argue that "the 'directive by electronic communication dated May 2, 2014' was not an order such that Appellants could have been in contempt of it." *See* Petition, paras. 57 and 64.

Appellant's argument that the May 2, 2014 e-mail is not an order such that Ork could not be held in contempt for violating it may have been more understandable if the

e-mail had not spoken directly to Ork's subsequent actions, or if the e-mail had been unclear whether Ork could spend all the funds at issue. Rather, Ork was on notice of the Court's intention and ruling to protect the approximately $61,000 at issue and therefore could be held in contempt for his actions in direct violation of that ruling. *See Watson v. Citizens' Sav. Bank*, 5 S. C. 159, 166-67 (S.C. 1874) (quoting 2 Abbott's N. Y. Dig. 5) (finding, "defendants in a cause are guilty of a contempt in violating an order which the Court had pronounced, and of which they knew, although the order was not entered or the process served."); *see also Burnell v. Burnell*, 359 S.C. 361, 365-67, 597 S.E.2d 24 (S.C. Ct. App. 2004) (discussing whether party violated oral ruling even though final order issued).

It is not as if Ork waited to see what the exact language of the written order would be; rather, knowing the trial court's order, he quickly spent almost all of the money within days of the court's e-mail. Ork did not tell Respondent or the court or get permission to write the checks at issue, and has presented no evidence a mechanic's lien was threatened or communicated to Respondent. Rather, Ork's actions seem more like a premeditated effort to deplete the funds at issue in spite of the Court's explicit command.

Appellant Ork's argument that even if a party knows of a court's unequivocal decision, the party can act as it wishes until the decision is in a signed writing would set too dangerous a precedent in our judicial system. It is common practice for a judge to rule from the bench or otherwise communicate a resolution to parties in a letter or e-mail, and then have attorneys draft and discuss specific language. It is absurd to think that while parties are hashing out specific terms of the order, either party can wholly violate a court's clear directive without reprisal until the final order is signed. This is especially

true in cases like this, where a judge orders a certain account or funds to be put into a trust account. If parties can deplete the funds anytime before the final order is executed, such a holding would surely encourage the lawless to thwart justice. *See Miller*, 375 S.C. at 453-54, 652 S.E.2d at 759.

It is clear that Ork continues to act as if he above the law, first of the Temple's bylaws, Board, and officers, and now the Orders of the state court. Thus, the trial court was within its discretion in holding Ork in contempt.

4. **The trial court acted within its discretion in issuing a second temporary injunction on May 16, 2014, as it set forth the reasons for its issuance and security was either provided for or expressly in the temporary injunction.**

In the May 16, 2014 Temporary Injunction, which superseded the April 21, 2014 Temporary Injunction, Judge Kelly expressly waived the bond requirement. May Temporary Injunction (R. pp. 20-21). Further, the security for the parties was the approximately $61,000 at issue, which was to be placed in a joint trust account. *See id.* The trial court was well within its authority to require security in the form of a joint trust account and to expressly waive the bond. Even if the Court should find that a bond is required, this does not make the May Temporary Injunction invalid; rather, the Court should remand the matter for determination of a proper bond. *See AJG Holdings, LLC, et al., v. Dunn, et al.*, 674 S.E.2d 505, 509 (S.C. Ct. App. 2009) (remanding for determination of proper bond).

Further, the May Temporary Injunction stated the reasons for its issuance: "The Court finds Plaintiff will suffer irreparable harm if the injunction is not granted, there is no adequate remedy at law to protect Plaintiff from further actions by Defendants, and this Order is intended to maintain the status quo during the pending litigation of this

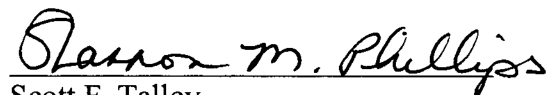
matter." May Temporary Injunction (R. pp. 20-21). Appellants seem to argue that the Court must define the irreparable harm, but the Court was within its discretion to find irreparable harm based on affidavits filed discussing the withdrawal of $61,000 in member donations and a potentially unauthorized election. *See* Khieav Affidavit (R. pp. 273-74); Sun Affidavit (R. p. 256); Pal Affidavit (R. pp. 254-55). The trial court was within its discretion to order the return of the status quo pending resolution of the election issue, as well as the deposit of funds in dispute into a joint trust account pending the outcome of litigation. *See* May Temporary Injunction (R. pp. 20-21).

5. The trial court appropriately awarded Respondent attorney's fees in the below matter.

As to Appellant's argument that attorney's fees were improperly awarded because Respondent's counsel did not submit an attorney fee affidavit, Respondent states that it did in fact submit an affidavit for attorney's fees which justified the amount awarded. *See* Attorney Fee Affidavit (R. p. 236-37). Granting a reasonable amount of attorney's fees was well within the trial court's discretion. *See Cheap-O's Truck Stop, Inc.*, 567 S.E.2d 514 (finding attorney's fees proper award in contempt action).

CONCLUSION

Wherefore, Respondent prays that the contempt finding as to Appellant Ork be affirmed.



Scott F. Talley
Shannon M. Phillips
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
Attorney for Appellants

June 22, 2015

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

Judge R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2015-000366

Spartanburg Buddhist Center of South Carolina, Inc., Respondent,

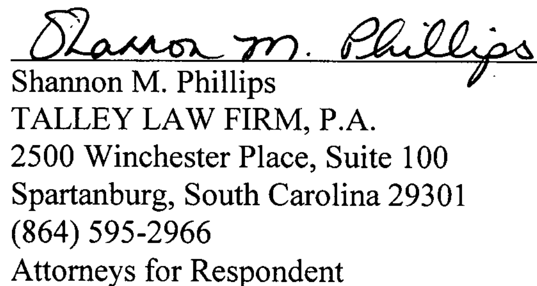
v.

Ron Ork and Luke Dong, Appellants.

CERTIFICATE OF COUNSEL

IT IS HEREBY CERTIFIED that the Final Brief of Respondent in this matter complies with South Carolina Rule of Appellate Procedure 211(b).

June 22, 2015



Shannon M. Phillips
TALLEY LAW FIRM, P.A.
2500 Winchester Place, Suite 100
Spartanburg, South Carolina 29301
(864) 595-2966
Attorneys for Respondent

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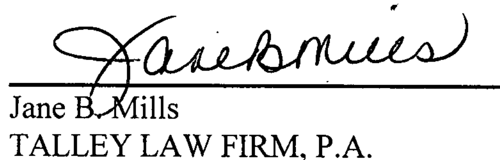
PROOF OF SERVICE

IT IS HEREBY CERTIFIED that a copy of the foregoing RESPONDENT'S BRIEF and CERTIFICATE OF COUNSEL in this action were served upon Counsel for Appellants, Thomas Belenchia and Camden Shealy, by placing copies of same in the United States Mail on June 22, 2015, with sufficient postage affixed thereto, addressed as follows:

Thomas A. Belenchia
T. Camden Shealy
A BUSINESS LAW FIRM, LLC
P.O. Box 3421
Spartanburg, South Carolina 29304
Attorneys for Appellants



Jane B. Mills
TALLEY LAW FIRM, P.A.