

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

Case No.: 2018-CP-43-01583
Appellate Case No. 2019-000873

RECEIVED
JUL 02 2019
SC Court of Appeals

M. B. HutsonAppellant,

v.

A. Paul Weissenstein.....Respondent.

APPELLANT'S RESPONSE TO RESPONDENT'S MOTION TO DISMISS APPEAL

Appellant respectfully presents hereby a response to Respondent's Motion to Dismiss:

BACKGROUND:

Respondent, Kropski, alleges (page 1) that "no valid Rule 59(e) motion was filed by Appellant, and his notice of appeal is untimely" as grounds for dismissal.

Appellant, Hutson, refutes Respondent's claims, showing that:

- A. notice was issued by Circuit Court Judge, Kristi Curits, on **February 4, 2019**, (Exhibit A) on her decision that “Summary Judgment is granted” (Par. 1, ll. 3). Also, in Par. 2, the Honorable Judge Curtis, asks Counsel for the Defendant to “prepare a proposed order to that effect within the next 30 days.”
- B. Appellant/Plaintiff Hutson (Pro Se) having received the notice of this ruling (2/4/2019 letter signed personally by Judge Curtis, See Exhibit “A”), demonstrated his seeking to follow court guidelines and follow the timelines to FILE FOR A RECONSIDERATION, as follows:
1. *within ten (10) days* according to Rule 59-e, (filing Exhibit “B” on **February 13, 2019**); and
 2. stating on the reconsideration (Exhibit B, LINE 1) the following: “PURSUANT TO RULE 59 (e), PLAINTIFF IS ASKING AND MOVES THE HONORABLE COURT TO RECONSIDER ITS FINDINGS...”
- C. James C. Campbell, Clerk of Court for Sumter County, indicating acceptance of Plaintiff/Hutson’s motion for reconsideration, responds to Plaintiff/Hutson’s Reconsideration Motion, as follows:
1. on **April 12, 2019**, Campbell mails/notices that Case 2018CP4301583 “has been added to the following” MOTIONS ROSTER”; stating:
 2. “this Motion has been scheduled”
 3. set for **Monday, April 22, 2019 @ 9:30 AM**
 4. Adding, “If you have any questions regarding the scheduling of this motion, please contact the courts at: (803) 436-2227.”
 5. “Any request for a continuance....no later than April 16, 2019”.

(NOTE: All parties were notified. THE COURT HAD SCHEDULED THE HEARING, whereby THE COURT DEMONSTRATED ACCEPTANCE OF THE FILING.)

- D. Kropski, as counsel for the Defense, DEMONSTRATED ACCEPTANCE of the Plaintiff/Appellant’s Filing for Reconsideration in the Circuit Court on FOUR (4 occasions, as follows:

- 1) Defendant's Counsel did NOT respond to James Campbell or the court's NOTICE (as offered on the Notice (as cited on C-4, above) of any concerns;
- 2) Defendant's Counsel did NOT request a continuance/concern to the Sumter Court by the deadline of April 16, 2019, as specified;
- 3) Defendant's Counsel appeared in person at the scheduled reconsideration, and did not voice any concerns, *further* demonstrating his acceptance of the courts acceptance of the procedural requirements being met; and
- 4) Defendant's Counsel was asked by Judge Curtis at the Reconsideration Hearing to write the order, to which he complied, as a further demonstration of his acceptance of the procedure.

E. There is no evidence, either by the Sumter Court or Defense's Counsel, that the submissions by the PRO SE Plaintiff were not acceptable to any party. If the PRO SE Plaintiff did mistake a "signed judge's notice" for a technical "filed judge's order," it was merely attributable to his being a PRO SE and not a trained attorney. A Pro Se cannot and should not be held to the same standard as an officer of the court. *If the PRO SE was given consideration, (intentionally or unintentionally), it was deemed appropriate and permissible by all parties concerned at the Circuit Court level throughout the 2019 proceedings, as none opposed and all participated therein.*

The actions of the lower court to give any such minor consideration to a PRO SE should not be overruled by the Appellate Court for this Defendant's/Respondent's frivolous attempts to prevent this Appellant from being heard in the Appellate Court.

As to another issue presented by Respondent:

1. CONCERNING THE 30 DAY RULE TO FILE AN APPEAL:

At the close of the Reconsideration Motion which was heard on April 22, 2019, Judge Curtis stated in open court that she would file (the same day) that the reconsideration motion was denied and that the Plaintiff had 30 days to file an

appeal. She repeated that the Plaintiff had thirty days to file an appeal. She did exactly that at 2:11 PM, stating, "After a motion hearing on today's date, Plaintiff's motion to reconsider is DENIED. Plaintiff has 30 days to file an appeal." (Exhibit E) Plaintiff complied, and on May 17, 2019 filed "NOTICE OF APPEAL" to all appropriate parties. This was well within the thirty days.

THEREFORE, Refuting, and disproving the Respondent's Motion to Dismiss:

1. As PRO SE, Appellant DID file a motion (Exhibit B) on February 19, 2019, which was within ten days of the notice of Judge Curtis' Judgment of February 4, 2019, (Exhibit A).
2. Appellant DID serve a Notice of Appeal on May 17, 2019, within 30 days of the Judge's Judgment, of April 22, 2019. (Exhibit E).
3. Respondent's claims of eighty days is simply not valid.

Misrepresentations are not new to Mr. Kropski. Appellant/Plaintiff Hutson filed an Objection to the prepared fraudulent order written for Judge Curtis by Mr. Kropski, Esq., Counsel for the Defendant/Respondant. This was because in reviewing Kropski's order for Curtis, Hutson noticed many "opinions" that Kropski stated as "facts" therein. Those misstated and misrepresented "facts" concealed the real facts. Judge Curtis *never allowed Hutson to review and present his objections to those issues* stated by the Defense in the Order.

One such example of a false "fact" is that Hutson knew that the memberships (Retail Membership Agreements, hereinafter referred to as RMA's) would defect the title. That is not true. Kropski fails to disclose that Plaintiff made inquiries, had an attorney review those RMA's, and then hired Ron Nester, Esq., attorney in Santee, S.C. to conduct a thorough title search. All of Hutson's efforts to assess the possible impact of the RMA's on the land title did

not show any title defects against the property including any title defects regarding the members. (First page of Title Search shown as Exhibit “G”.)

Plaintiff Hutson learned approximately three years later in 2016 that the Sellers of the Big Water Resort, LLC and their attorneys had concealed over 15 critical facts from not only (then Buyer) Hutson but also from Federal and State courts and judges. A few of the facts identified by the 2016 review of this licensed officer of the court was the Seller’s attorneys’ concealments never identified nor acknowledged by attorneys Weissenstein or his defense counsel, Kropski. However, they both, as officers of the court, *either knew and concealed, or SHOULD HAVE KNOWN*. A few are as follows: “unfair and deceptive practices within the meaning of S.C. Code Section 29-5-140(a) and 27-31-430 S. C. Code of Laws as amended:

1. “...failing to disclose the Vacation Time Shares” (RMA’s) “encumbering the property;”
2. “...failing to pay and subsequently hiding the debt owed to Black River Electric;”
3. “The conduct of the TLC parties, their ownership and management of TLC Holdings, BWR, and the John Doe Corporations ... was knowing and willful and the TLC parties knew or should have known that such conduct was a violation of S.C. Code Section 39-5-20 and 27-31-430.”
4. “Mr. Hutson is a person within the meaning of S.C. Code Section 39-5-140(a) and has suffered actual, direct, and proximate damages as a direct and proximate result of unfair and deceptive acts of the TLC parties, in an amount to be determined...”

5. “These hidden defects, including, but not limited to, un-marketable title and outstanding and oppressive debts...rendered the business and the Lease Purchase Agreement undevelopable and worthless.”

Hiding these defects, including, but not limited to, un-marketable title (discovered by Hutson years after Weissenstein was his attorney), rendered the business and the Lease Purchase Agreement for the property on which that business then operated (without a long term lease) both undevelopable and worthless. Weissenstein knew, or should have known. He failed to identify it and his attorney, Kropski, is merely concealing further truths for the one purpose of clearing his client of obvious malpractice and making himself some money in the process.

Kropski was—or should have been-- totally aware of the serious concealments which are defined as Extrinsic Fraud Upon the Court and fraud on Hutson but made sure that he did not disclose any of those serious issues which his client, A Paul Weissenstein, Defendant/Respondant had failed to recognize. Weissenstein had copies of all the associated paper work, contracts and the membership agreements. Once it was brought to the attention of Weissenstein in conversation with Hutson, Weissenstein admitted to Hutson, "I am so sorry all of that just went right over my head." It was one of those knew or should have known situations. Weissenstein then stated that he would contact his malpractice insurance company, which is currently represented by Steve Kropski, Esq..

This malpractice has cost Hutson over \$2M dollars and years of stymied court battles.

SINGED THIS 29th day of June, 2019.

Respectfully submitted by,

A handwritten signature in black ink, appearing to read 'M B Hutson', with a long horizontal flourish extending to the right.

M B Hutson, Pro Se, Appellant

Post Office Box 2755
Orangeburg, S.C. 29116-2755
(803)308-2714
Appellant

PROOF OF SERVICE ON FOLLOWING PAGE:

EXHIBIT A



received on
Feb. 7th 2019



State of South Carolina
The Circuit Court of the Third Judicial Circuit

Kristi Fisher Curtis
Judge

215 North Harvin Street
Sumter, SC 29150
Phone: (803) 436-2152
Fax: (803) 774-2825
kcurtisj@sccourts.org

February 4, 2019

Mr. Steven Kropski
Earhart Overstreet, LLC
P.O. Box 22528
Charleston, SC 29413

Mr. M.B. Hutson
P.O. Box 2755
Orangeburg, SC 29116-2755

RE: Hutson v. Weissenstein, Case no. 2018-CP-43-1583
Motion to Dismiss/ Summary Judgment

Dear Sirs:

This Motion to Dismiss/Summary Judgment was before me on December 10, 2018. After reviewing the pleadings, motions, memoranda and applicable law, the Defendant's Motion for Summary Judgment is granted. I find that this action is outside of the applicable statute of limitations and that all of the issues currently being raised, and specifically the issue of the existence of the lifetime memberships, were known to the Plaintiff at the time he entered into the settlement agreement in March of 2012.

Mr. Kropski, please prepare a proposed order to that effect within the next 30 days. You can send it to me and Mr. Hutson via e-filing, e-mail, or regular mail, whichever is most convenient.

Thank you,

Kristi Curtis
Circuit Court Judge

EXHIBIT B



STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

) IN THE COURT OF COMMON PLEAS
RECORDED

2019 FEB 13 PM 4:16
Civil Action No. 2018-CP-430-1583

MB Hutson/MB Hudson,

) JAMES C. CAMPBELL
) CLERK OF COURT
) SUMTER COUNTY, S.C.

) Plaintiff

) vs.

) **MOTION TO RECONSIDER**
) **JUDGE CURTIS' RULING**
) **DATED FEBRUARY 4, 2019,**
) **RE: HUTSON v. WEISSENSTEIN**

) A. Paul Weissenstein, Esq., Weissenstein
) Law Firm, John Doe #2 ,

) Defendant(s).

PURSUANT TO RULE 59 (e), PLAINTIFF IS ASKING AND MOVES THE HONORABLE COURT TO RECONSIDER ITS FINDINGS OF FEBRUARY 4, 2019, WHICH WERE FOR THE DEFENDANT AND TO RULE IN FAVOR OF THE PLAINTIFF SINCE THE HONORABLE COURT ERRED IN ITS RULING BECAUSE THERE ARE ISSUES OF MATERIAL FACT THAT MUST BE DETERMINED BY A JURY.

1. The date that Plaintiff "knew or reasonably should have known" the "legal significance" of the Retail Membership Agreements (hereinafter referred to as RMAs) with respect to the land that Plaintiff was to develop is the issue in question with respect to when the time for the statute of limitations began. Legally that question is a question of fact to be determined by a jury after a hearing of all the facts surrounding the purchase of the property in question by Plaintiff. Of importance in answering that question is what is the standard by which Plaintiff's knowledge and capability will be measured, by that of a layman or that of an attorney. Those are two different standards. There is no evidence that Plaintiff was an attorney licensed in SC, which would have placed him under the higher standard.

EXHIBIT C

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER
MB HUTSON A/K/A MB HUTSON,

Plaintiff,

vs.

PAUL WEISSENSTEIN (Attorney)/
PAUL WEISSENSTEIN,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

CASE NO.: 2018-CP-43-1583

CERTIFIED TRUE COPY
OF ORIGINAL FILE

Barbara Harper

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**
SOUTH CAROLINA

This matter is before the Court on Defendant's motion for summary judgment. The parties have filed submissions in support of their respective positions, and the Court heard oral arguments from Plaintiff, pro se, and counsel for the Defendant on December 10, 2018. After careful consideration of the pleadings, affidavits, documentary evidence and the arguments of the parties, the Court grants the Defendant's motion for summary judgment.

BACKGROUND

This matter arises out of a long-term dispute between Plaintiff, M.B. Hutson, and non-parties TLC Holdings, LLC, and the individual members of TLC Holdings, LLC (collectively the "TLC Parties"). Defendant, Attorney Paul Weissenstein, represented Plaintiff in one of several lawsuits between Hutson and the TLC Parties. Although not directly related to Weissenstein's representation of the Plaintiff, a recitation of the history between Hutson and the TLC Parties aids in the disposition of this motion.

In fall of 2010, Plaintiff and the TLC Parties began discussing a potential real property and business transaction wherein Hutson would take over a campground known as "Big Water Resort"

EXHIBIT D

NOTICE OF MOTION SCHEDULING

April 12, 2019



Motion "MMTREC - Plt's /Motion To Reconsider" for Case:
2018CP4301583 - M B Hutson VS Paul Weissentein has been added to
the following Motions Roster:

100 - Motions/Monday April 22, 2019 @ 9:30am/Crtrm 3B

This hearing of this motion has been scheduled for 4/22/2019 at 9:30 AM.

NOTE:

The case referenced in the email is scheduled on the motions roster. If your motion is resolved please notify the court by email to syow@sumtercountysc.org.

Any request for a continuance must be submitted to the presiding judge no later than April 16, 2019.

REPORT TO THE JUDICIAL CENTER CRTRM 3B

Mail Notice To:

M B Hutson
1545 Biltmore Street
Orangeburg, SC 29115

Court Info:

Common Pleas
215 N. Harvin St.
Sumter, SC 29150-9150

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(803)436-2227

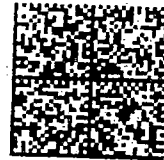
Respectfully,

A handwritten signature in cursive script that reads "James C. Campbell".

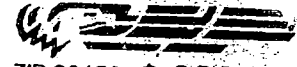
James C. Campbell
Clerk of Court

JAMES C. CAMPBELL
CLERK OF COURT
215 N. Harvin Street, Room 303
Sumter, South Carolina 29150

COLUMBIA
SC 290
15 APR '19
PM 4 L



U.S. POSTAGE PITNEY B



ZIP 29150 \$ 000.50⁰
02 4W
0000358441 APR 15 2019

NOTICE OF MOTION SCHEDULING

April 12, 2019

“MOTION TO RECONSIDER” for Case: [Redacted] has been added to

ham/Crtm 3B

ed for 4/22/2019 at 9:30 AM.

ions roster. If your motion is
sc.org.

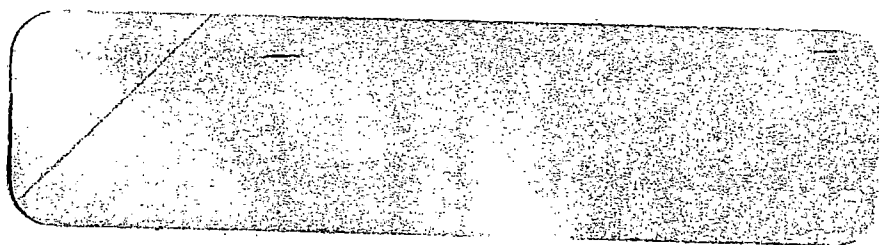
presiding judge no later than April 16,

ENTER CRTM 3B

Court Info

Common Pleas
215 N. Harvin St.
Sumter, SC 29150-9150

s motion, please contact the courts at:



542014-5116N

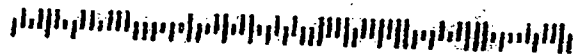


EXHIBIT E

M B Hutson
PLAINTIFF(S)

Paul Weissentein
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

After a motion hearing on today's date, Plaintiff's motion to reconsider is DENIED. Plaintiff has 30 days to file an appeal.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/22/2019 .

M B Hutson for M B Hutson
M B Hutson for M B Hutson

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

EXHIBIT F



STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

) IN THE COURT OF COMMON PLEAS

RECORDED

2018 FEB 19 9 12 AM Civil Action No. 2018-CP-43-1583

MB Hutson/MB Hudson,

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

Plaintiff

vs.

RESPONSE OBJECTING TO
THE ORDER OF THE
COURT

A. Paul Weissenstein, Esq., Weissenstein
Law Firm, John Doe #1

Defendant(s).

The Plaintiff, Hutson, hereby objects to the form and content of the order of the Court drafted by Defendant's Attorney, "Steve," in this cause.

The reasons for the objection are that there are numerous misstatements of facts, conclusory findings that are not supported by the law, these so called facts that are supposed to present the case in the light most favorable to the plaintiff but they in no way present this case in the light most favorable to the plaintiff. In reality, "Steve," has presented the evidence that "Steve" has found most favorable to his mal-practicing client, Mr. Weissenstein.

In support of the Plaintiff's statement please find the following presentation:

1. There numerous dates "Steve" has given that are incorrect. He also fails to mention, in his citing of the inquiry of title through the realtor to the landowner's attorney at that time, Bill Coffey, Esq., that he, Hutson, never received a response from either of those

two parties, even after multiple attempts. (There exists NO evidence that would indicate otherwise.) Therefore, Plaintiff, as a responsible purchaser, had a professional Title Search executed through attorney Ron Nester, Esq. in Santee, S.C. The Title Search did not show any defects related to the Membership Agreements. Therefore, Plaintiff, Hutson, as a layperson, moved forward, believing that there was no impact on the land from the Retail Membership Agreements.

2. Steve drew a conclusion that plaintiff could not sustain an action against the "TLC parties". This is not true. TLC parties, the LLC through its members and TLC's various attorneys conspired to perpetrate a fraud on an innocent purchaser. It just happened to be the plaintiff, Hutson. They did this in the structuring of the campground business and a separate holding company to protect the real estate. If you read the business minutes of January 16, 2009, for TLC and Big Water Resort (attached) you see multiple layers of conspiracy to defraud a purchaser. This includes hiding (by not recording the membership agreements at the register of deeds as required by law) the impact of the membership agreements which are a cloud on the title to the real estate. Plaintiff, Hutson, was induced to enter the contract to purchase Big Water Resort business by the fraud that Hutson could develop the real estate which he could not. Weissenstein did not recognize this and take action to remove Hutson from a contract to purchase a property that was losing \$200,000.00 plus each year.

3. The Lease/Purchase Agreement, EXHIBIT "B," itself was invalid for two reasons. First, it was impossible. Hutson was required to develop the property and sell individual lots in order to pay for the property. That is the method specifically set forth in the

contract. Since there was a cloud on the title (even though it was hidden from the public record) Hutson could not develop the property within the time frame specifically set forth in the contract. Second, there was no consideration in the contract (lease/purchase agreement) in favor of Hutson. Hutson's goal was defined in the contract and was the basis making for making the purchase possible. Since Hutson could not legally perform the contract it lacked consideration and was not a valid contract.

4. TLC parties and their various attorneys understood this, and they failed to disclose this fact to the court that signed off on the consent order. This is Extrinsic Fraud upon the Court. This is one of the most grievous and dilatory things that can be done in our court system. TLC and its attorneys had a duty, at the time this Settlement Agreement and Consent Order was signed, to disclose this fact. TLC and its attorneys had gained the upper hand in this situation by violating the law (they refused to record the membership agreements against the land they restricted, which created, to the public, the false impression that the land was free from encumbrances, when, in fact, the land was encumbered for up to 70 years in some cases (2 lifetimes). When TLC parties and its attorneys failed to make this disclosure it caused the court to sign an order requiring Hutson to perform a contract Hutson could not possibly perform and took from Hutson the right to pursue the valid claims Hutson had against TLC parties and their attorneys. The court unknowing gave TLC parties and its attorneys the sword of *res judicata* to slay Hutson at every turn for the future.

5. There may be other valid bases for defeating TLC Parties and its attorneys, but these are sufficient to demonstrate "Steve's" failure to present Plaintiff, Hutson's, case in the light most favorable to Hutson.

In conclusion, Plaintiff would quote Martin Luther King, Jr., "injustice anywhere is a threat to justice everywhere." This could not be truer than when injustice prevails in our court system. If honest law-abiding citizens cannot receive a just result in our court system what are they to do? The effect of the court's order, as "Steve" has drafted it, basically says that Hutson, a private citizen without a law degree, is to be held to the standard of an attorney while Mr. Weissenstein, who has a law degree and is licensed by the state of South Carolina to practice law in its state, is not held to any standard. No mind, that is capable of reason, can draw such a conclusion.

Hutson hereby requests that this court set aside its erroneous judgment in favor of Weissenstein, grant Hutson the jury trial to which Hutson is entitled.

Respectfully Submitted on this 19th day of February, 2019.



MB Hutson

P.O. Box 2755
Orangeburg, South Carolina 29116-2755
Tel: 803 308 2714

A Copy has been placed in the USPS on the 2/19/2019, to:

Steven Kropski, Attorney for the Defendant
P.O. Box 22528
Charleston, South Carolina 29413
Tel: 843.972.9400

~~Big Water Resort LLC
Members Meeting
January 16, 2009~~

~~A meeting of the Members of Big Water Resort LLC was held on January 16, 2009 in Cabin 18 on the Big Water location at Summertown, SC. The meeting was called to order by Steve Lovell, Managing Member. All three members - Steve Lovell, Jim Thigpen, and Richard Clark - were present.~~

Primary objectives of the meeting were to review fiscal results for calendar year 2008 and establish action plans for calendar year 2009. Big Water Resort LLC books were not officially closed by the meeting date, but it was established that because of the poor conditions of the United States economy and local economy that 2008 was a very poor year. Serious negative cash flows were experienced in the last half of the year and the LLC was only able to operate because of Capital Calls on the members and, once again, by not making any payments to TLC, LLC who owns the property. It was pointed out to member Thigpen that he had not participated in any of the Capital Calls and that he was significantly behind the other members in his Capital Account on the LLC's books. Thigpen provided no answer as to why he did not participate other than that he did not have the funds and he didn't anticipate have any funds any time soon.

Based on the financial review of 2008 and the projected economy of 2009 and beyond, it was determined that the company could not generate cash to continue the operations under the current business model. Discussion was held concerning possible actions the LLC could take to remain viable. Below are the main points of that discussion:

- 1. Complete shutdown of operations
 - a. Immediate shutdown
 - Pros
 - Immediate cash savings
 - Cons
 - Backlash from those who owned use memberships in Big Water facilities
 - Negative impact on employees
 - Negative impact on possible sale of the company
 - Long term cost could be greater
 - Negative perception
 - b. Phased shutdown
 - Pros
 - Minimize cons listed above
 - Reduce membership risk problem
 - Cons
 - Difficult to administer
 - More costly short term
 - Requires more strategy and implementation



Cons continued:

Could result in worse condition by continuing memberships but with smaller base
Could have deterioration of assets
Would create negative perception

2. Combination sale of Big Water LLC and TLC LLC

Pros

Cease operational responsibility at closing
Minimize any lingering liabilities

Cons

Difficult to find buyer in current economic environment
Impedes implementation of alternate strategies

3. ~~Sale Big Water LLC/Lease TLC assets to Buyer~~

Pros

Eliminate responsibility of operations quickly
Reduce expenses
Receive lease income and ability to sell TLC property not leased
Continue to sell memberships in interim

Cons

Can expect little or no cash income at beginning
Risk of failure on part of tenant

Potential of inheriting membership backlash

~~Cannot sell leased real estate for extended period of time~~

~~Can expect deterioration of assets during period of lease~~

Implementation options discussed if this option were deployed

Base sales price on potential revenues from operations

Base sales price on value of membership notes

Base sales price on equity of name

Retain buy-out option for a period of time if buyer for company is found

~~Possibility of leasing TLC assets to membership if no buyer is located.~~

4. Develop viable model

Major topics discussed were:

Cut unnecessary expenses

Precisely define cost of each product marketed and assure that it is sold above cost

Develop compensation plan that promotes profitability

1. Commission schedule that is based on cash sales

2. Key management compensation based on profitability

3. Utilize current resources and assets to minimize cost

Assure that all fee schedules for facilities use cover cost of that facility

Major topics discussed continued:

- Develop marketing plan that achieves financial objectives
 - Remove some assets now currently used for sale of memberships (example-Sales Office) and generate income thru other uses
 - Create and plan events for off-season uses to generate fees during off-season
5. Explore selling to local or state government entity
 6. ~~Explore tax benefits if assets were given away~~

After discussing the above alternatives, the members unanimously decided that a continuing effort to sell the LLC to an outside source should be made; but that action should be taken immediately to exercise option 3 maintaining a buy-back option should a buyer be found. It was agreed that the sale of Big Water LLC should first be offered to Myron Smith who is presently Sales Manager for Big Water, who has vast experience in business of this type, and who has been instrumental in campground operations. The members felt this would be the best way to accomplish option 3 with the least amount of disruption to present employees and Mr. Smith. A Heads of Agreement (copy attached) to accomplish this task was drafted and was to be presented to Mr. Smith the following day to determine if he had interest and if so, could he obtain the resources to make the acquisition.

The members also unanimously agreed to cease sales efforts immediately until the LLC decided which direction it would take.

The meeting was then adjourned.

EXHIBIT G



Number: E104

Date: March 15, 2011

Fed. ID #57-1077425

Bill To:

Nester & Jackson
P O Box 349
Santee, SC 29142

Title search

Your File Number	Tax Map Parcel Number	Service Rep.	Owner/Client
	035-05-00-001, et al	SLE	TLC Holdings, LLC
Description			Amount
60 year search - 035-05-00-001 ✓ 30.44 AC			160.00
50 year search - 035-06-02-007 ✓ 3.21 AC			160.00
> 10yr update - 035-06-02-005			90.00
> 10 yr update - 035-06-02-008 (w/add'l chain for access strip)			120.00
> 10 yr update - 035-06-02-002			90.00
60 year search - 035-00-00-013 ✓ 57.8 AC			160.00
SCB/A - Leased Portion TRACTS A & B = 5.27 AC ✓			90.00
Copies			15.00

NESTER & JACKSON / OPERATING ACCOUNT

3373

Williamson Research Services

3/16/2011

Big Water Resort

885.00

803 4355064 Sonia

PAYMENT
RECORDED

Operating Account - SCB title work

885.00

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Kristi Curtis, Circuit Court Judge

Case No.: 2018-CP-43-01583
Appellate Case No. 2019-000873

RECEIVED
JUL 02 2019
SC Court of Appeals

M. B. HutsonAppellant,

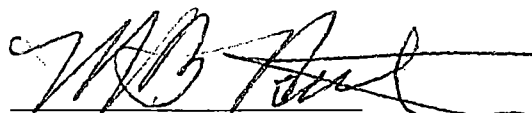
v.

A. Paul Weissenstein.....Respondent.

PROOF OF SERVICE

I, M B Hutson, Appellant, certify that I served a copy of the attached *Appellant's Response to Respondent's Motion to Dismiss Appeal* by depositing a copy of it in the United States Postal Service, postage prepaid, on June 29th, 2019, addressed to Respondent's Counsel, Steve Kropski, Esq., Earhart Overstreet, P. O. Box 22528, Charleston, SC 29413.

This 29th day of June, 2019.


M B Huston, Appellant, Pro Se

WJ Nelson
Post Office Box 2755
Orangeburg, SC 29116



U.S. POSTAGE PAID
FORM 3800
ORANGEBURG, SC
29116
JUN 29 2019
AKOUB

1000 29211

\$1.90
R2304H108760-10

RECEIVED
JUL 02 2019
SC Court of Appeals

SC Court of Appeals
Post Office Box 11629
Columbia, SC 29211