

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Deandrea G. Benjamin, Circuit Judge for The Fifth Judicial Circuit

Case No. 2009-CP-40-0189

George M. Lee, and Elizabeth Sims.....Plaintiffs
Of whom George M. Lee III.....Appellant

v.

University of South Carolina and the University of South Carolina
Gamecock Club.....Respondents

APPELLANT'S REPLY BRIEF

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ARGUMENT
What Have You Done For Me Lately?

The Respondents in this case would have this Court believe that George Lee bought a Lifetime Gamecock Membership to buy tickets. No. George Lee bought a Lifetime Gamecock Club Membership to give him the opportunity to buy certain tickets. The Respondents brief misses this point.

Anyone can purchase tickets, but only Gamecock Club members at certain levels can purchase certain tickets, better tickets.

George Lee contracted with the University of South Carolina to become a Life Gamecock Club Member, and as such was given the opportunity to purchase tickets in the future at the Gamecock Club level, or membership level he presently held. The Respondents' Brief ignores that the Contract had attached an exhibit A, which refers to "Four (4) season football tickets (best available)" that Mr. Lee would be given the opportunity to purchase, pursuant to his Life Membership. [R. pp. 96-103]

The Respondents' sole witness admitted that the Yearly Equitable Seating program (YES) required all persons including Gamecock Club Life Members, to pay an additional fee for the opportunity to purchase

their specific tickets. (R pg. 87-90) Mr. Lee could still purchase tickets, but if he did not pay the new license fee, he would lose his opportunity to purchase the specific tickets he had previously contracted for by paying for a Lifetime Membership to the Gamecock Club.

The evidence is undisputed, and is susceptible to only one inference. Therefore this Court is free to review whether the trial Court properly applied the law to those facts, and it is not required to defer to the trial Court's legal conclusions. *Scott v. Brunson* 569 S.E 2d 385, 351 S.C. 313 (Ct. App. 2002); *Antley v. Noble Ins. Comp.* 567 S.E 2d 845, 351 S.C.313 (Ct. App. 2002)

The written contract clearly states, that by becoming a Lifetime Gamecock Club member, Mr. Lee would be given the opportunity to purchase indefinitely, seats at the "Gamecock level or the membership level that he previously held" and refers to Exhibit A to the contract, which lists "Four (4) season football tickets (best available)". (R. pp. 96-103)

The Respondents' witness Jeffery Crane Jr. testified that the subsequent YES program fee, gave Mr. Lee the opportunity to purchase his

designated tickets. (R pg. 87-90) In fact the Respondents Brief admits that the YES program is a “license fee” (R. pp. 149-154)

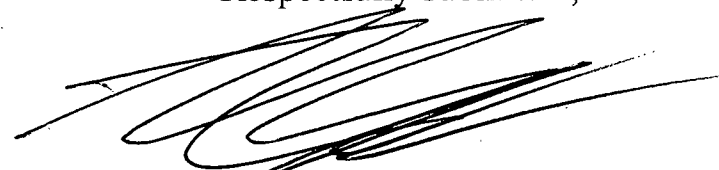
Clearly the original contract granted the opportunity to purchase tickets at a certain level, and according to Exhibit A, the opportunity to purchase the best available tickets. The parties operated under this assumption for two decades, indicating what the parties had in mind when they entered into the original agreement.

The Respondents are simply trying to rewrite history, and as is common of an organization in the fundraising business, are asking Mr. Lee “What have you done for me lately?” Mr. Lee position is: a contract is a contract. Just because the Respondent now feels that it sold the opportunity to purchase certain seats to Mr. Lee at too low of a price, does not give them the right to break their promises to Mr. Lee. This court should hold the University of South Carolina accountable, and declare that forcing Mr. Lee to participate in the YES program is a breach of the agreement between the parties

CONCLUSION

Based on the discussion and analytics contained in the Respondent's Brief and Reply, Appellant would ask the court to reverse the Order of Circuit Court Judge Deandrea G. Benjamin dated June 20, 2012.

Respectfully submitted,



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May 6, 2013

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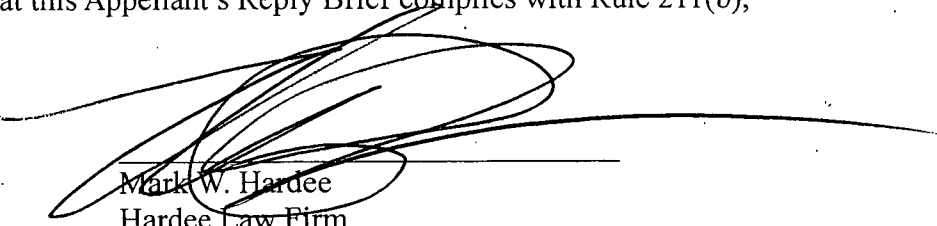
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CERTIFICATE OF COUNSEL

The undersigned certified that this Appellant's Reply Brief complies with Rule 211(b),
SCACR.



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