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**Apr 02 2025**

**THE STATE OF SOUTH CAROLINA**

**IN THE SUPREME COURT**

**S.C. SUPREME COURT**

**IN THE ORIGINAL JURISDICTION OF THE SUPREME COURT**

\_\_\_\_\_  
Appellate Case No.: 2025-000102  
\_\_\_\_\_

David J. Mason, Individually and as Class Representative..... Petitioner,

vs.

Town of Surfside Beach, SC; City of North Myrtle Beach, SC;

and P2 of SC, LLC, d/b/a Pivot Parking.....Respondent.

\_\_\_\_\_  
AFFIDAVIT OF MYRA JONES  
\_\_\_\_\_

1. I am a citizen and resident of Mount Pleasant, South Carolina.

2. I am the Co-Director of The Charleston Beach Foundation, a South Carolina eleemosynary corporation, formed August 25, 2020 (the “Foundation”), in direct response to the actions of the municipalities of Isle of Palms, Sullivan’s Island and Folly Beach when they denied and/or placed severe restrictions on access to state roads and public beaches to all those but residents of their municipalities in 2020.

3. The Foundation is associated with a Facebook Group, Charleston Area Public Access and Parking Group (the “Facebook Group”), which has over 11,500 members which

includes residents of these municipalities, residents state-wide in South Carolina, and visitors to our State.

4. The Facebook Group is a forum in which information is disseminated regarding access, governmental regulations, environmental issues and other matters regarding our state's public beaches.

5. On February 21, 2024, the municipality of the Isle of Palms entered into an agreement with a private company, PCI Municipal Services ("PCI"), and granted PCI police powers to issue and enforce parking ordinances (the "PCI Agreement"). The City of Folly Beach is also under a similar contract with PCI for the same purpose.

6. The fee structure as set forth in the PCI Agreement is as follows:

"2. Operating Payment by Contractor to City.

In return for the right to retain all Parking Revenue generated from the System, Contractor shall pay the City a monthly "Operating Payment". The Operating Payment shall be equal to seventy-six percent (76%) of the total "Gross Parking Revenue". The first Operating Payment hereunder shall be due to the City on or before the 20th day of the second month of this Agreement, with monthly payments being payable on or before the 20th day of all succeeding months during the Term of this Agreement.

Gross Parking Revenues includes: all parking fees, permit fees, boot fees, Immobilization Fees, and parking citation fines and fees collected by either Party from the System. Convenience fees assessed by third party technology providers shall be excluded in the calculation of Gross Parking Revenues.

7. The PCI Agreement incentivized PCI to issue more parking citations as, the more parking citations it issued, the more income it earns.

8. The PCI Agreement unlawfully delegated police powers, those powers to issue citations, and management of the violations, to PCI as follows:

9. Parking Enforcement & Citation Management Duties

a. Contractor shall provide parking enforcement and issue citations for vehicles parked in violation of paid parking rules, as well as general parking enforcement, according to City ordinance.

b. The Contractor is responsible for managing all parking citations & violations.

c. Contractor will be responsible for providing or procuring their own citation system and the administration of it to include the collections and delinquency processes.

d. Contractor shall also be prepared to adequately represent their citations at City court for those customers who choose to contest them.

9. The PCI Agreement set forth that the municipality would have no control over the PCI employees issuing the citations and managing. The PCI Agreement states:

“Section B(3). “ Contractor is acting as an independent contractor, and Contractor is not a partner, joint venture partner, agent, subcontractor, or employee of the City.”

ii. Section B(4). “all personnel employed by Contractor to operate the System shall be solely the employees of Contractor and shall have no contractual or employment relationship with City.”

iii. Section B(6). “Contractor shall have full responsibility for hiring, firing, and managing its employees and/or agents.”

10. As reported in the Post and Courier article dated November 22, 2024, “From May to Labor Day weekend, PCI workers issued over 5,600 parking tickets on the Isle of Palms, more than were issued in all of 2023. These tickets translated into more than \$400,000 in revenue, with the city taking in nearly \$330,000 for the summer.”

11. I have personally been contacted by citizens, residents, visitors and business owners across the State of South Carolina complaining of the overly-aggressive and illegal issuance of tickets by private companies and the inability to directly protest the tickets to the municipality or the court, and seeking information as to how to protest the parking citations.

12. One Saturday in the summer of 2024, I personally experienced an overly aggressive PCI employee who attempted to issue me a parking citation within two minutes of parking my vehicle while I was standing at the kiosk to pay for parking.

13. I am aware of lawsuits now pending in every coastal county of the State of South Carolina regarding the illegal delegation of police powers to issue parking citations:

- a. *Miranda Black, Individually and on behalf of all others similarly situated v. City of Beaufort, SC, SP Plus Corporation d/b/a Park Beaufort; Metropolis Technologies, Inc.*, Beaufort County Court of Common Pleas Civil Action No. 2025 CP 07 00423, filed February 19, 2025;
- b. *Kevin Smith and Huner Summey, individually and on behalf of all others similarly situated, v. City of Isle of Palms, SC, City of Folly Beach, SC, and PCI Municipal Services, LLC*, Charleston County Court of Common Pleas Civil Action No. 2025 CP 10 00755, filed February 11, 2025; and
- c. *James Daniel, individually and as class representative v. City of Myrtle Beach, SC, Lanier Parking Meter Services, LLC and Lanier Parking Holdings, Inc.*, Horry County Court of Common Pleas Civil Action No. 2025 CP 26 00425, filed January 17, 2025.

14. As a paralegal, having worked in the legal profession since 1975, I am aware of the costs, length of time and toll that litigation takes and understand that all three of these cases will be burdensome on the court system and parties to the litigation.

15. In response to these communications and the Attorney General Opinion issued on November 15, 2024, I requested Governor McMaster and the State Law Enforcement Division order an investigation into the illegal delegation of police powers.

16. On February 12, 2024, Special Agent Lauren Lance of the Special Victims Unit of the South Carolina Law Enforcement Division met with me in my office and interviewed me as part of the investigation into this issue.


17. The longer it takes for the courts to answer the question posed by the lawsuits:
- a. The longer it will be for those who have received citations illegally from the private companies to receive justice;
  - b. The more people will be harmed by receiving tickets illegally written by private companies; and
  - c. The more likely the funds derived by the municipalities and the private company will be spent and unavailable to reimburse the general public who have wrongly received parking citations and paid the fines.

18. The communications I have received and the actions I have witnessed by the aggressive and illegal issuance of parking citations by private companies show that the general public has been harmed to the degree that there is such great fear in receiving unjust parking citations that the general public is discouraged from and/or refuses to visit our state's public beaches.

Further your deponent says not.

  
\_\_\_\_\_  
Myra Jones

SWORN TO BEFORE ME THIS  
2<sup>nd</sup> Day of April, 2025

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission expires: Nov. 30, 2031

