FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER:

RECEIVED
AUG 20 2013
J. LEWIS CROMER & ASSOCIATES, LLC

J Perry Kimball Gerge M Lee III PLAINTIFF(S)	University Of South Carolina University of South Carolina Gamecock Club DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **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:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** _____ **Date** _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20 _____ and a copy mailed first class or placed in the appropriate attorney's box on this 27 August 2013 to attorneys of record or to parties (when appearing pro se) as follows:

J. Lewis Cromer

Robert E. Stepp

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

SCRCP Form 4C (10/2011)

SCANNED

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	IN THE FIFTH JUDICIAL CIRCUIT
Linda Rodarte, J. Perry Kimball, George M. Lee, III, Mena H. Gardiner, and John Love,	)	Civil Action No. 2012-CP-40-3924
Plaintiffs,	)	**ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AND DENYING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**
vs.	)	
The University of South Carolina and The University of South Carolina Gamecock Club,	)	
Defendants.	)	

This matter is before the Court on cross motions for summary judgment pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. A hearing on these motions was held in Columbia, South Carolina on August 9, 2013. Julius W. Babb, IV appeared on behalf of Plaintiffs, and Robert E. Stepp and Bess J. DuRant appeared on behalf of Defendants. The Court has carefully considered the issues presented by Plaintiffs' and Defendants' motions, the arguments of counsel, and the applicable legal theories. The Court finds that Defendants are entitled to summary judgment in their favor as to the cause of action set forth in the Amended Complaint for the reasons set forth herein.

FACTS

Plaintiffs J. Perry Kimball, George M. Lee, Mena H. Gardiner, and John Love are Lifetime Members of the Gamecock Club.[1] The Lifetime Membership program was established by the Gamecock Club in the mid-1980s. In exchange for certain

[1] On June 7, 2013, the claims of Linda Rodarte were voluntarily dismissed with prejudice, and she is no longer a party to this action.

consideration, specific rights and privileges regarding USC athletic events were promised to donors ("Lifetime Members").[2] The terms of Plaintiffs' Lifetime Membership agreements were memorialized in writing ("Lifetime Membership contract"). Each Lifetime Membership contract has an Exhibit A that lists the specific benefits and privileges to which the Lifetime Member is entitled, one of which is "assigned reserved parking."

Prior to the 2012 football season, Plaintiffs and other Gamecock Club members who parked on the apron of Williams Brice Stadium ("Stadium") were informed that they could no longer park there. The Gamecock Club informed the Lifetime Members that they could participate in a parking space selection process based on priority points, or they would be assigned alternate reserved parking in accordance with their Lifetime Membership contracts. Plaintiffs chose to participate in the priority points system and selected spaces in the Farmers' Market parking area. Each Plaintiff was allowed to select two spaces, when previously they only had one space each as a result of their Lifetime Memberships.

On June 7, 2012, Plaintiffs filed the present breach of contract action. They amended their complaint on July 6, 2012. Plaintiffs complain that Defendants have breached the Lifetime Membership agreements' provision regarding parking by requiring them to move from their existing spaces to the new parking facility across Bluff Road.

[2] Two levels of Lifetime Memberships exist—Lifetime Silver Spur Memberships and Lifetime Scholarship Memberships. The Lifetime Silver Spur Membership required a $40,000 or more payment, while the Lifetime Scholarship Membership required a $25,000 - $40,000 payment. For purposes of this lawsuit, the main difference between the two donor levels is that a Lifetime Silver Spur has first priority for away and bowl games, while a Lifetime Scholarship has second priority.

Plaintiffs also complain that they did not receive first priority in the selection of their new parking spaces. Because of the perceived breach of their Lifetime Membership contracts, Plaintiffs ask this Court to prevent Defendants from interfering with their contractual rights regarding parking location and priority.

LEGAL STANDARD

Both Plaintiffs and Defendants have moved for summary judgment. Summary judgment is appropriate if the pleadings and other supporting documents "show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. In determining whether to grant summary judgment, a court must view the evidence and its reasonable inferences in the light most favorable to the nonmoving party. *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) (citing *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991)). The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder. *Dawkins*, 354 S.C. at 69, 580 S.E.2d at 438 (citing *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)).

In determining whether a genuine issue of fact exists, a court must assume as true the evidence of the nonmoving party and draw all *reasonable* inferences in favor of that party. *David v. McLeod Reg'l Med. Ctr.*, 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). At the summary judgment stage, "the court does not weigh conflicting evidence with respect to a disputed material fact." *S.C. Prop. & Cas. Guar. Ass'n v. Yensen*, 345 S.C. 512, 518, 548 S.E.2d 880, 883 (Ct. App. 2001) (citing case). When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment

GL 43

should be granted. *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004).

Applying this standard to the present case, I find that there are no genuine issues of material fact that must be submitted to a fact finder, and that the undisputed evidence establishes as a matter of law that Defendants did not breach the clear, unambiguous provision of the Lifetime Membership contract regarding parking.[3] Plaintiffs' contracts provide in relevant part that they will receive "assigned reserved parking." The Lifetime Membership contracts do not promise Plaintiffs specific parking spaces for the life of the agreements or that the spaces will be "at or near Williams Brice Stadium." Nor do the contracts make any statement about Plaintiffs' priority for purposes of the assignment or reassignment of parking spaces. Plaintiffs' claims are not supported by the plain language of the agreements, and therefore cannot support their breach of contract claim. Accordingly, Defendants are entitled to summary judgment as to the claim in Plaintiffs' Amended Complaint.

LAW/ANALYSIS

I. DEFENDANTS HAVE NOT BREACHED THE LIFETIME MEMBERSHIP CONTRACT REGARDING PARKING AS A MATTER OF LAW.

A. The Lifetime Membership Contracts Are Unambiguous.

"The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language." *Madden v. Bent Palm Investments, LLC*, 386 S.C. 459, 464-65, 688 S.E.2d 597, 600 (Ct. App. 2010) (quoting

[3] This order relates only to the portion of Exhibit A to the Lifetime Membership contract that addresses parking. The Court makes no determination as to any other provision of the agreement.

McGill v. Moore, 381 S.C. 179, 185, 672 S.E.2d 571, 574 (2009)). To determine the parties' intention, courts first look to the contractual language. *Warner v. Warner*, 280 S.C. 81, 83, 311 S.E.2d 78, 79 (1983). Contracts are "unambiguous if they are not 'susceptible to more than one reasonable interpretation . . . .'" *Stevens Aviation, Inc. v. DynCorp Int'l LLC*, 394 S.C. 300, 307, 715 S.E.2d 655, 659 (Ct. App. 2011) (quoting *TEG–Paradigm Envtl., Inc. v. U.S.*, 465 F.3d 1329, 1338 (Fed. Cir. 2006)). The determination of whether the language of a contract is unambiguous is a question of law for the court. *ESA Services, LLC v. S.C. Dept of Revenue*, 392 S.C. 11, 20, 707 S.E.2d 431, 436 (Ct. App. 2011).

Similarly, "the construction of a clear and unambiguous contract is a question of law for the court." *Id.* "If the contract's language is clear and unambiguous, the language alone determines the contract's force and effect." *Schulmeyer v. State Farm Fire & Cas. Co.*, 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). A court must look only to the four corners of the contract to determine the parties' intent and "'when such contract is clear and unequivocal, its meaning must be determined by its contents alone.'" *Silver v. Aabstract Pools & Spas, Inc.*, 376 S.C. 585, 591, 658 S.E.2d 539, 542 (Ct. App. 2008) (quoting *McPherson v. J.E. Sirrine & Co.*, 206 S.C. 183, 204, 33 S.E.2d 501, 509 (1945)). Moreover, when a contract is clear and unambiguous courts must give the contractual terms contained in the document their plain, ordinary, and popular meaning *Wachovia Bank v. Blackburn*, 394 S.C. 579, 585, 716 S.E.2d 454, 457-58 (Ct. App. 2011). Courts cannot read words into a contract that "import an intent wholly unexpressed when the contract was executed." *McPherson*, 206 S.C. at 204; 33 S.E.2d at 509.

As a result, "'[t]he court is without authority to consider parties' secret intentions, and therefore words cannot be read into a contract to impart an intent unexpressed when the contract was executed.'" *Davis v. KB Home of South Carolina, Inc.*, 394 S.C. 116, 127, 713 S.E.2d 799, 805 (Ct. App. 2011) (quoting *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 241, 672 S.E.2d 799, 802 (Ct. App. 2009)). The fact that an agreement is silent with respect to specific point does not create an ambiguity and does not permit the Court to look beyond the four corners of the contract to garner the parties' intent. *See Jordan v. Sec. Grp., Inc.*, 311 S.C. 227, 230, 428 S.E.2d 705, 707 (1993). Similarly, a court cannot look to evidence of custom or usage to contradict, vary, or explain the terms of an unambiguous contract. *Moss v. Porter Bros., Inc.*, 292 S.C. 444, 448, 357 S.E.2d 25, 27 (Ct. App. 1987); *Autrey v. Bell*, 114 S.C. 370, __, 103 S.E. 749, 750 (1920) ("The evidence of custom and usage had nothing to do with the express contract, the basis of plaintiff's claim, and could not vary or explain the same; it was unambiguous in its terms.")

Here, both Plaintiffs and Defendants argue, and the Court agrees that the contract's language is clear and unambiguous. Therefore, the plain language of the agreement controls the rights of the parties. That plain language entitles Plaintiffs to "assigned reserved parking." There is no dispute that Plaintiffs continue to have "assigned reserved parking." The contract does not grant Plaintiffs specific spaces "at or near the stadium" or in any particular location. It does not promise that Plaintiff will have any certain priority in the assignment or reassignment of their spaces. Their complaint relates entirely to the location of their new spaces and reassignment process itself. Because the agreement does not create any such rights, however, there is no

breach of the clear contractual term. Consequently, the Court grants Defendants' Motion for Summary Judgment and denies Plaintiffs' Motion for Summary Judgment.

B. The Parol Evidence Rule Precludes Extrinsic Evidence.

Although Plaintiffs argued that the agreement is unambiguous, they alternatively asserted that if the Court did not read the contracts to provide unambiguously for the rights they claimed, that the Court should declare the contract ambiguous and look outside of the agreements themselves to find evidence of an understanding with respect to the location of the spaces and the Plaintiffs' priority. (Pls.' Mem. in Supp. of Mot. for Summ. J. at 4.) To that end, Plaintiffs offered extrinsic evidence purporting to explain that the phrase "assigned reserved parking' was understood to mean that Plaintiffs would have parking on the apron of the Stadium for the life of the agreements and first priority in the assignment or reassignment of parking spaces.

This approach fails for two reasons. First, when a contract is unambiguous, a court may only look within the four corners of the contract to determine the parties' intent. The Court has already determined that the contractual provision regarding parking is clear and unambiguous, and it would therefore be inappropriate to resort to parol evidence "to determine the contract's force and effect." *Schulmeyer v. State Farm Fire & Cas. Co.*, 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003).

Second, a contracting party may not offer evidence of prior or contemporaneous understandings to vary, contradict, or even to explain the terms of the final written agreement. "'The parol evidence rule prevents the introduction of extrinsic evidence of agreements or understandings contemporaneous with or prior to execution of a written instrument when the extrinsic evidence is to be used to contradict, vary, or explain the

written instrument.'" *Koontz v. Thomas*, 333 S.C. 702, 709, 511 S.E.2d 407, 411 (Ct. App. 1999) (quoting *Gilliland v. Elmwood Props.*, 301 S.C. 295, 302, 391 S.E.2d 577, 581 (1990)); 11 Samuel Williston & Richard A. Lord, *A Treatise on the Law of Contracts* § 33:1 (4th ed. 1999) (noting that "'parol' or 'extrinsic' evidence includes any evidence that seeks to improve an agreement or understanding arising out of the parties' words or conduct spoken or engaged in prior to or contemporaneous with the execution of the final, fully integrated written agreement . . . ."). "'The terms of a completely integrated agreement cannot be varied or contradicted by parol evidence of prior or contemporaneous agreements not included in the writing.'" *Davis v. KB Home of S.C., Inc.*, 394 S.C. 116, 128, 713 S.E.2d 799, 805 (Ct. App. 2011) (quoting *Wilson v. Landstrom*, 281 S.C. 260, 266, 315 S.E.2d 130, 134 (Ct. App. 1984)); 32A CJS *Evidence* § 1552 ("[I]n order to let in evidence of a collateral agreement between the parties, such agreement must be consistent with the terms of the writing; if the evidence tends to vary or contradict the terms of the written instrument, or defeat its operation, it cannot be received.").

Thus, the Court will not entertain the extrinsic evidence proffered by Plaintiffs.[4] First, the phrase "assigned reserved parking" is unambiguous and will be given its plain and ordinary meaning. It does not promise that the parking will be in any particular location, and it does not provide for any priority. The Court therefore cannot look to

[4] The Court also rejects Plaintiffs' argument that the language regarding parking is unambiguous only if the Court reads it the way that Plaintiffs do. The question of whether an agreement is ambiguous is a threshold question of law for the Court and is made entirely on the basis of the language used in the document. *Stevens Aviation, Inc. v. DynCorp Int'l LLC*, 394 S.C. 300, 307, 715 S.E.2d 655, 659 (Ct. App. 2011). The question of ambiguity is not affected by how the Court construes the unambiguous agreement.

extrinsic evidence to supply words that "import an intent wholly unexpressed when the contract was executed." *McPherson*, 33 S.E.2d at 509.

Second, to the extent that such evidence pre-dates the written agreements, it is barred by the parol evidence rule. If Plaintiffs intended that specific terms be included in their Lifetime Membership contracts, they should have made sure they were in the final contracts. They did not, and cannot now rely on pre contract documents or communications to dispute the meaning of "assigned reserved parking." After all, "[i]t is elementary law that all parol agreements leading to the written contract are merged in the writing. The omission of any . . . antecedent agreement does not create an ambiguity." *Welch v. Edisto Realty Co.*, 170 S.C. 31, ___, 169 S.E. 667, 671 (1933). Even if the evidence is subsequent to the writings, however, it cannot be considered because there is no contention that the written agreements were modified with respect to the parking rights,[5] and the agreements are not ambiguous. The terms of the contracts speak for themselves, and Plaintiffs cannot look to these letters or other communications with the Defendants to challenge the terms of the Lifetime Membership contracts.

C. The Parties' Conduct May Not be Used to Vary the Terms of an Unambiguous Agreement.

Plaintiffs also argue that the course of dealing of the parties is evidence of the intentions of the parties when they entered into the Lifetime Membership contracts. The Court disagrees. The best and only relevant evidence of the parties' intent is contained within the four corners of the Lifetime Membership contracts, and this Court may not

[5] If the correspondence occurred after the execution of the Lifetime Membership contracts, the alleged promises do not become part of the contract because there was no consideration to support the modification. *Roberts v. Gaskins*, 327 S.C. 478, 483, 486 S.E.2d 771, 773 (Ct. App. 1997) (providing "modification of written contract must fulfill all of the elements required for a valid contract[,]" including consideration.).

refer to conduct that occurred after the execution of the unambiguous agreement to determine their intent.

Even if such conduct were relevant and properly considered, however, it does not support Plaintiffs' arguments in this case. The fact that Plaintiffs were assigned the same parking space for twenty-five years is not evidence of an obligation or agreement to do so. Such consistency may have been prompted by administrative convenience rather than an understanding of a contractual duty. Because custom may be motivated by any number of things that are not evidence of contractual intent, custom cannot be used to vary the terms of an unambiguous contract. *Moss v. Porter Bros., Inc.*, 292 S.C. 444, 448, 357 S.E.2d 25, 27 (Ct. App. 1987) (stating proof of custom and usage cannot be used to vary or explain unambiguous contractual terms). A court may resort to evidence of custom as an aid to interpretation of an agreement only when a necessary term is omitted. *Time Warner Cable v. Condo Services, Inc.*, 381 S.C. 275, 285, 672 S.E.2d 816, 820-21 (Ct. App. 2009) (providing proof of custom and usage may be used to supply an implied, necessary term). Here, the contracts are not missing any necessary, essential terms, and therefore, custom cannot be used to inform the Court of the parties' intent. Finally, custom cannot be used to create any obligations. *Love v. Gamble*, 316 S.C. 203, 210, 448 S.E.2d 876, 880 (Ct. App. 1994) (noting "we know of no authority for the proposition that custom and usage alone can create a contract and give rise to a meeting of the minds on all essential terms of the contract."). For these reasons, the past behavior of the parties is of no moment and does not reveal the intent of the parties, and this Court grants summary judgment to Defendants on this issue.

GL 10

II. THIS COURT DENIES PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT.

This Court denies Plaintiffs' Motion for Summary Judgment for the same reasons that support the grant of summary judgment to the Defendants. In addition to the arguments regarding the contracts themselves, Plaintiffs also assert that Defendants are both equitably and collaterally estopped from contesting Plaintiffs' positions. These arguments do not change the result for the reasons set out below.

A. Equitable Estoppel Does Not Affect the Contractual Rights of Plaintiffs.

For a party to prove equitable estoppel, the party must establish the following elements as to the party estopped:

> (1) conduct which amounts to a false representation or concealment of material facts, or, at least, which is calculated to convey the impression that the facts are otherwise than, and inconsistent with, those which the party subsequently attempts to assert; (2) intention, or at least expectation, that such conduct shall be acted upon by the other party; and (3) knowledge, actual or constructive, of the real facts.

Langdale v. Carpets, 395 S.C. 194, 204-05, 717 S.E.2d 80, 85 (Ct. App. 2011). Additionally, the party must prove the following elements as to himself: "(1) lack of knowledge and of the means of knowledge of the truth as to the facts in question, (2) reliance upon the conduct of the party estopped, and (3) prejudicial change in position." *Id.* at 205, 717 S.E.2d at 85.

There is no evidence that establishes the elements of equitable estoppel. First, Plaintiffs cannot show any conduct amounting to a false representation or concealment of material facts by Defendants. Plaintiffs rely on the testimony of Plaintiff John Love[6] and

[6] The alleged promise to Love regarding parking priority was in connection with a $10,000 donation he made in 1986, which is wholly unrelated to the Lifetime

Marion Hope[7] to support their claim that promises regarding top priority were made to them with respect to parking. Even if the Court treats this testimony as evidence of a misrepresentation, however, the remaining elements of equitable estoppel are not present. There is no evidence of any intention by Defendants that Love or Hope would act on the statements made, and no evidence that Plaintiff Love or Stuart Hope did act upon such alleged promises. Plaintiffs have not offered any evidence that they were unable to discover the truth, which would not have been difficult given the unambiguous language in their written agreements. Moreover, Plaintiffs have offered no evidence they have relied upon the conduct of Defendants or that they suffered a prejudicial change in position because of this reliance. Plaintiffs' claim for equitable estoppel fails as a matter of law, and this Court denies Plaintiffs' Motion for Summary Judgment on this ground.

B. *Rosen* Does Not Collaterally Estop Defendants in This Case.

Issue preclusion, also known as collateral estoppel, "prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009). "The party asserting collateral estoppel must demonstrate that the issue in the present lawsuit was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment." *Id.* (citing *Beall v. Doe*, 281 S.C. 363, 369 n.1, 315 S.E.2d 186, 189-90 n.1 (Ct. App. 1984)).

Membership contract which he entered into in 1990. (Love Dep. 20:20 – 21:2, June 5, 2013.)

[7] Marion Hope is the brother of Plaintiff Mena Gardiner, who is the designated heir to Stuart Hope's Lifetime Membership contract.

Plaintiffs argue that Defendants are estopped to deny that the Lifetime Member contracts are ambiguous with respect to parking on the basis of the decision in *Rosen v. The University of South Carolina, et. al.*, Op. No. 2011-UP-331 (S.C. Ct. App. filed June 27, 2011). The Court disagrees. Rosen involved the issue of whether lifetime members had to pay for parking at football games.[8] This case involves the issue of whether lifetime members are entitled to parking rights beyond those described as "assigned reserved parking." The meaning of "assigned reserved parking" was not determined in *Rosen,* nor was its determination necessary to support the prior judgment. The issues raised in *Rosen* and in this case are separate, and therefore, *Rosen* has no preclusive effect on this case. Plaintiffs cannot establish the elements of collateral estoppel, as a matter of law, and this Court denies Plaintiffs' Motion for Summary Judgment.

CONCLUSION

The parties and the Court agree that the term of the Lifetime Membership contracts relating to parking is clear and unambiguous. Plaintiffs have been provided with assigned reserved parking, and Defendants therefore did not breach the Lifetime Membership contracts. Defendants' Motion for Summary Judgment is granted, and Plaintiffs' Motion for Summary Judgment is denied.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that a) Plaintiffs' Motion for Summary Judgment is denied; b) Defendants' motion for summary Judgment is granted; and c) judgment shall be entered for Defendants on all causes of action set forth in Plaintiffs' Amended Complaint.

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[8] *Rosen* is an unpublished opinion and has no precedential value and should not be cited or relied on as precedent in any proceeding except in those in which the unpublished opinion is directly involved. Rule 268(d)(2), SCACR.

IT IS SO ORDERED.

G. Thomas Cooper Jr.
Presiding Judge, Fifth Judicial Circuit

Columbia, South Carolina

August 27, 2013