

THE STATE OF SOUTH CAROLINA
In the Supreme Court

Appellate Case No. 2025-002436

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S.C. SUPREME COURT

The University of South Carolina and The Gamecock Club, Petitioners

v.

George M. Lee III, Respondent

RESPONSE TO PETITION FOR ORIGINAL JURISDICTION

HARDEE LAW FIRM
S.C. Bar No. 7857
Mark W. Hardee
mwhardee@bellsouth.net
2231 Devine Street, Suite 202
Columbia, SC 29205
803-799-0905

Counsel for Respondent George M. Lee III

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Cases

Lee v. University of South Carolina, 407 S.C. 512, 757 S.E.2d 394 (2014) 6,8

Rules

Rule 245(a), SCACR 4

INTRODUCTION

The Respondent George Lee has never stated a desire or interest in acquiring a suite at Williams Brice Stadium and continues to have no interest in acquiring a suite in Williams Brice Stadium.(affidavit of George Lee) The emails from Mr. Lee the Petitioner relies on clearly state that Mr. Lee's only interest is obtaining the seats within the stadium in the location he enjoyed for decades. The Petitioners confirm that Mr. Lee is intitled to those seats (Petition pg. 15) There is no case or controversy, and the University of South Carolina and its alter ego the Gamecock Club (hereinafter the University) knows this, and this was pointed out to them a day after the Petition was filed, yet they have refused to dismiss the Petition.

STANDARD FOR ORIGINAL JURISDICTION

Rule 245(a) SCACR states that the original jurisdiction of the South Carolina Supreme Court is reserved for cases when "the public interest is involved" and there are "special grounds of emergency" id. The University Petitions for a Declaratory ruling from this Court holding that Mr. Lee is not entitled to an exemption from payment of a capital contribution in obtaining a suite in Williams Brice Stadium. The University claims that there is an emergency that this issue be decided in an expedited fashion. However, Mr. Lee does not and has not wanted a suite in Williams Brice stadium, and thus has no interest in this issue.

The first issue in determining whether the original jurisdiction of The Supreme Court should be invoked is whether there is a case or controversy to decide. The University's claim that Mr. Lee is seeking a suite in Williams Brice Stadium is disingenuous at best, deceitful at worst. He has

never communicated a desire for a suite (affidavit of Lee, Emails from Lee). Their refusal to dismiss the petition shows that the University improperly desires to litigate this issue with an uninterested party, and in essence ask the Court for an Advisory Opinion.

Even if there was an actual emergency that this issue be resolved, litigating it against a party who has no interest in the subject matter would have no precedential value as to individuals not involved in the litigation. It clearly is not an emergency that the issue of capital contribution requirements as it pertains to Mr. Lee be decided, as he has not, nor ever intends to request a suite in Williams Brice Stadium (affidavit of Lee).

DISCUSSION

George Lee is a lifetime, diehard Gamecock fan. His passion arose from attending Gamecock sporting events, including Football games, with his family as a small child. Mr. Lee continues to sit in those same seats. Mr. Lee is the type of fan that attends Gamecock football games rain or shine, good seasons and bad (for which there have been many).

George Lee's love for the University and the Gamecocks has not always been returned. In 1990, Mr. Lee was approached by the Gamecock club, the fully controlled alter ego of The University of South Carolina athletic department, about becoming a Lifetime Member. This was a program to raise money and was limited to 200 fans. Even though it was a financial burden at the time, Mr. Lee accepted to offer and signed a contract.

Everything was fine for decades until there was a change in the University's athletic Department's leadership, to include leadership and consultants outside of the Gamecock community. Immediately the relationship between The University and its sports fans changed.

There was no more transparency, and the relationship became hostile between the University and its sports fans. The University began requiring Lifetime Members to make a capital contribution to retain their seat positions in Williams Brice Stadium. Mr. Lee pointed out to the University that this violated the Lifetime Members contract. the University did not care. Mr. Lee sued the University and the Supreme Court ultimately agreed that the University violated the contract, Lee v University of South Carolina 407 SC 512, 757 SE2d 394 (2014). A new administration was leading the University athletic department at that time, made up of members with long time connections to the Gamecock community. Everything was fine or a decade.

Once again, the University brought in leadership to the athletic department from outside the Gamecock community. Once again there was a lack of transparency. When the University announced that it was canceling all seat assignments on the west side of the stadium, Mr. Lee, whose seats are located on the west side, contacted the University to make sure that his Lifetime Membership would be honored, and that he and other Lifetime Members would be allowed to remain in seats in the same location inside the stadium. Mr. Lee asked the University to offer a meeting to the Lifetime members, or even a private meeting, to verify the intentions to honor the contract with the Lifetime Members. Although meetings were promised, to this day the University has yet to explain the process involved in the seat assignments as it pertains to the Lifetime Members.

The emails from Mr. Lee included with this Petition clearly show that Mr. Lee only wanted open and honest communication with the University. He never threatened litigation. Mr. Lee's email to University attorney Clay Grayson of November 4, 2025 states that due to a lack of

transparency a number Lifetime Members were “very close to obtaining counsel.” His only reference to suites is pointing out that “several of these Lifetime Members have stated that they intend to obtain suites”. Mr. Lee never states that he wanted a suite, and in fact, clearly states that his only interest was in retaining seats in the location that they have been in for decades. These seats will exist after the renovations even if they are renumbered. Even though his communications with the University never included a desire for a suite, rather than asking for a confirmation that he did not ever intend to ask for a suite, the University sued him, with false claims that George Lee intended to request a suite. Whether other Lifetime Members will request suites and claim an exemption from a capital contribution is unknown. Mr. Lee is not aware of any, and would imagine if such a request was made, that Lifetime member would have been included in this matter.

Mr. Lee did point out that even though he did not want a suite, if another Lifetime Member did request a suite, that Lifetime Member may claim that he or she was not required to pay a capital contribution. Mr. Lee takes no position as to whether a capital contribution would be required, as he has no plans to obtain a suite. Rather than meeting with the Lifetime Members and asking if anyone wanted a suite, and if so, did they claim that they were exempt from paying a capital contribution, the University decided to sue first and ask questions later. Suing the only Lifetime Member who has expressly stated that he did not want a suite was frivolous, and to continue with this case after Mr. Lee confirmed that he had no interest in a suite, should subject the University to sanctions. Mr. Lee has spent considerable resources litigating a case that poses no controversy, and therefore has no chance of success.

The University claims that Mr. Lee pointing out to them that it may have a potential problem

with Lifetime Members contract being interpreted as exempting them from capital contributions somehow constitutes an emergency. One can only assume that in planning a project this size that the University hired an army of lawyers. How one of these did not recognize this potential problem months ago is baffling as Lee v The University of South Carolina, id is a reported case in which the University was a party. The University's lack of planning does not create an emergency for others to rectify. Once again, when faced with a problem, the University chooses the worst solution. Suing George Lee who has consistently stated that he did not want a suite was the worst solution to the University's potential problem.

CONCLUSION

WHEREAS Mr. Lee has responded to the Petition Original Jurisdiction and asserts that the University's desire for a declaratory judgement regarding suites in Williams Brice Stadium should be DISMISSED as there is no controversy between the parties as Mr. Lee does not now intend and has intended to request a suite. Further since the University should have know this before instituting this action, and certainly knew it immediately after filing, yet continued with the case, based on untruths, causing George Lee to incur unnecessary attorney's fees, Mr. Lee requests that the University be SANCTIONED by requiring it to reimburse Mr. Lee for his attorney fees and for such other and further relief as the Court deems just and proper.

HARDEE LAW FIRM
s/ Mark W. Hardee
SC Bar No. 7857

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Columbia, SC 29205

803-799-0905
Counsel for Respondent George M. Lee III