

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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Jan 20 2026

S.C. SUPREME COURT

Appellate case No. 2025-002436

The University of South Carolina and The Gamecock Club

Petitioner

V

George M. Lee, III

Respondent

APPENDIX ACCOMPANYING RESPONSE TO PETITION

HARDEE LAW FIRM

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Attorney for The Respondent

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Affidavit of George M. Lee, III

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S.C. SUPREME COURT

STATE OF SOUTH CAROLINA)	State of South Carolina
)	In the Supreme Court
)	Appellant case Number 2025-002436
COUNTY OF RICHLAND)	
The University of South Carolina)	
And The Gamecock Club)	
PLAINTIFF,)	AFFIDAVIT OF George M. Lee, III
vs.)	
George M. Lee, III)	
DEFENDANT.)	
_____)	

COMES NOW THE AFFIANT WHO STATES AS FOLLOWS:

My name is George M. Lee, III and I currently reside at 325 Wood Duck Road in Columbia South Carolina. I am 68 years old and a 1988 graduate of the University of South Carolina School of Law and am currently duly licensed to practice law in the state of South Carolina and in good standing.

I am a lifelong Gamecock fan, supporter of Gamecock athletics and have been a member of the Gamecock club, either as a Full Scholarship or Lifetime member for 38 years. I originally joined the gamecock club as a Full Scholarship member at the insistence of my late father and did so shortly after graduation from Law School despite the fact this was a very expensive proposition based upon my earnings at that time.

At one time my family held numerous (4) Full Scholarship memberships in the Gamecock Club and purchased 32 season football tickets annually for many years.

In 1990 I was contacted by my personal friend David Rodarte who was involved in the launching of the lifetime scholarship initiative on behalf of the Gamecock Club. My understanding was that the Gamecock Club was in need of funding and that the lifetime program would provide needed funds to the Gamecock Club.

After a thorough review of all the materials related to the Lifetime Scholarship program, I determined I would in fact participate in the program and did purchase a Lifetime

Membership through the Gamecock Club and executed my lifetime agreement on March 9th, 1990.

I chose the option of purchasing a \$100,000 life insurance policy payable to the Gamecock Club upon my death which provided that I would be responsible for the premiums for a specified amount of time and also provided that at the end of the specified time period I would have the option to either continue paying the premiums associated with the policy or pay \$500 a year as my annual contribution to the Gamecock Club in order to maintain my Lifetime membership status. I have performed my obligations under the agreement faithfully for over 30 years and have renewed my membership for calendar year 2026.

I have been attending University of South Carolina athletic events since I was 5 years old and actually attended games at the old Fieldhouse with my father prior to construction of the Coliseum. My family has supported the university's Athletic programs since the early 1960s and in fact I currently sit in seats at Williams-Brice that were my father's.

I am shocked that the university has chosen to bring this litigation in light of the fact that I am on the record indicating that I have no interest in the purchase of any suite being offered as part of the Williams-Brice reimagined project currently underway. I have never indicated that I wanted a suite in Williams Brice stadium and only want the seat selection priority and other benefits I bargained for in my contract with the Gamecock Club. I do not want a suite and never have."

I have tried repeatedly over the past 6 months to set up a meeting with the Consultants handling the reimagine project and yet to this have been unable to secure such a meeting.

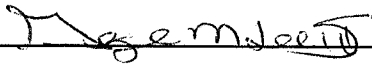
My emails to the attorney representing the Gamecock Club do not indicate that I desired a suite, but merely pointed out that other Lifetime Members could possibly claim that they are exempt from the capital contribution. Since I have no desire for a suite, I have no interest in whether or not Lifetime Members are exempt from this exemption.

All that I have ever asked is the right to retain the seats that I currently have on Row 29 and 33 on the West Lower Side of Williams Brice Stadium and have documentation from the University indicating that I have the right to those seats. When my father passed away in 1990 I began correspondence with Art Baker, then the athletic director, indicating that I would like to change my current seats and acquire the seats that have been in my family for many years. Art was kind enough to Grant my request and those tickets were transferred to me and I have purchased them continuously since that time.

In the early 2000s the Gamecock Club came out with a new initiative which required the payment of an additional premium to purchase seats at athletic events hosted by the

University of South Carolina. I immediately contacted the Gamecock Club and informed them that I was under the impression that no additional premiums could be charged or required in order to purchase tickets to any athletic event hosted by the University of South Carolina pursuant to the fully executed Lifetime Scholarship contracts in place. The university disagreed and as a result I filed litigation in order to protect not only my rights but those of my sister and other lifetime members and ultimately prevailed in the South Carolina Supreme Court, Lee v University of South Carolina ruling, which held that no additional premium or fees could be charged to Lifetime members for the privilege to purchase tickets to University sponsored athletic events.

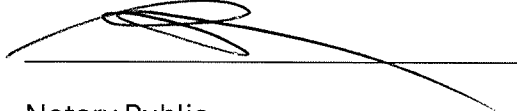
In light of the fact that I have never stated any desire to or had any intention of purchasing a suite, much less without the payment of any additional fees or contributions, I am at a loss as to how any controversy exists between the University of South Carolina or the Gamecock Club and me and feel as if this is simply yet another attempt to dilute or in fact completely eliminate the rights granted to Lifetime scholarship holders pursuant to their duly executed Lifetime contracts and affirmed by the courts decision in Lee V. University of South Carolina.



George M. Lee, III

Sworn to and subscribed before me Michael H. Montgomery

a Notary Public in and for Richland County, South Carolina, this 19th day of January 2026.



Notary Public

My Commission Expires 1/19/2026

