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Nov 13 2026

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

ON PETITION FOR A WRIT OF CERTIORARI

APPEAL FROM RICHLAND COUNTY
In the Court of Common Pleas

Daniel Coble, Circuit Court Judge

Appellate Case No. 2026-002269

George S. Glassmeyer, ...Petitioner,

v.

South Carolina Lottery Commission, ... Respondent.

RESPONDENT SOUTH CAROLINA LOTTERY COMMISSION'S RETURN OPPOSING PETITION FOR WRIT OF CERTIORARI

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INTRODUCTION

For years, Petitioner George S. Glassmeyer has served Freedom of Information Act (FOIA) requests on Respondent South Carolina Lottery Commission (the Lottery) seeking a wide array of information. This appeal relates to the second of his four latest requests, which sought—among other things—every email sent to and from all the Lottery's employees over a two-year period. Petitioner asks the Court to review the court of appeals' opinion affirming the circuit court's grant of summary judgment for the Lottery on all claims. *See Glassmeyer v. S.C. Lottery Comm'n*, Op. No. 6155 (S.C. Ct. App. filed July 29, 2026) (Howard Adv. Sh. No. 28 at 13). Pursuant to Rule 242(f), SCACR, the Lottery submits this return opposing the petition for a writ of certiorari. For the reasons below, the Court should deny the petition because it is without merit.

COUNTERSTATEMENT OF THE QUESTIONS PRESENTED

I. Did the court of appeals correctly affirm the circuit court's grant of relief under section 30-4-110(A) because Requests 5, 12, and 18 were overly broad and unduly burdensome?

II. Did the court of appeals appropriately find South Carolina law prohibited the Lottery from disclosing lottery winners' names in response to Petitioner's FOIA request?

III. Did the court of appeals properly find the Lottery could redact its current and former chief financial officers' signatures under FOIA and the Family Privacy Protection Act?

COUNTERSTATEMENT OF THE CASE

After this Court's opinion in the last FOIA dispute between the parties, *S.C. Lottery Comm'n v. Glassmeyer*, 433 S.C. 244, 857 S.E.2d 889 (2021), the parties settled on remand, (R. p. 202). Petitioner agreed not to submit FOIA requests to the Lottery seeking information about claimants or lottery prize winners through May 31, 2023. *See id.* And "[i]f the South Carolina General Assembly [did] not enact legislation addressing this specific issue by such date, then the South Carolina Lottery Commission [would] provide the full names, cities, and states of lottery prize claimants in response to FOIA requests after that date." (R. p. 203).

Not two months later, Petitioner sued the Lottery, arguing it violated FOIA by not posting a fee schedule to its website. *See* (R. p. 209). The circuit court granted the Lottery's motion for summary judgment, finding the Lottery did not have to post a fee schedule because it did not charge fees to respond to FOIA requests at the time. (R. pp. 211–12). Petitioner did not appeal.

That brings us to this case. On June 21, 2023, the Lottery received another FOIA request from Petitioner. (R. p. 57). Petitioner's FOIA request included 18 individual requests covering a variety of topics. (R. pp. 57–59). As relevant here, he sought two years' worth of emails to and from every Lottery employee, every check in the Lottery's possession spanning that same period, and all bills and invoices. *Id.* (Requests 5, 12 & 18). He sought lottery winners' names too. *Id.*

On July 5, 2023, the Lottery responded to Petitioner's voluminous FOIA request with its determination that (1) lottery claimants' names and information should be redacted pursuant to Proviso 3.5 of the 2023–2024 Annual Appropriations Act (the Proviso)[1]; and (2) Requests 5, 12, and 18 were unduly burdensome, overly broad, and otherwise improper.[2] (R. pp. 61–67). In accordance with its determination on Request 4, the Lottery produced copies of checks issued to winners but redacted the check drawers' signatures under FOIA and the Family Privacy Protection Act (FPPA), while disclosing the drawers' identities—its chief financial officers—in a chart matching each name to its check. (R. pp. 284–85, 287–88). Petitioner sued the Lottery on September 15, 2023. (R. p. 48).

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[1] "Pursuant to Section 30-4-40, the South Carolina Freedom of Information Act, the Lottery Board of Commissioners is prohibited from disclosing a winner's name, address, telephone number, date of birth, social security number, electronic address, and any copy of the forms of identification provided to the board unless consent is given by the winner. In response to a request, the board only may allow the release of the date of the claim and draw, game played, amount of prize won, retailer location where the ticket was sold, and the hometown of the winner." 2023 S.C. Act No. 84, Part I.B, § 3, Proviso 3.5.

[2] *See* S.C. Code Ann. § 30-4-30(C) (allowing 10 business days for a public body's determination).

The Lottery counterclaimed for relief from Requests 5, 12, and 18 as "unduly burdensome" and "overly broad" under section 30-4-110(A). (R. p. 83). The parties briefed cross-motions for summary judgment. (R. pp. 181–225, 245–303). In support, the Lottery filed the unrebutted expert affidavit of attorney John S. Nichols, who estimated that (1) Requests 5, 12, and 18 encompassed roughly 120,000 checks and wire transfers; 8,000 bills and invoices; and 3 million emails from the Lottery's 125 employees; and (2) the review and redaction would take some 52,134 hours and cost between $7,820,100 and $10,426,800 using outside counsel. (R. pp. 12–13); *see also* (R. p. 150); (R. pp. 96–101). Petitioner stipulated to the entire record. (R. p. 403:21–23). The circuit court granted summary judgment for the Lottery and denied reconsideration. (R. pp. 1–2, 6–28).

Following briefing and oral argument, the court of appeals affirmed. *Glassmeyer*, Op. No. 6155 at 13. Petitioner timely sought rehearing. (Pet. for Reh'g). Without requesting a return, the court of appeals denied his petition. Petitioner then petitioned for a writ of certiorari, asking this Court to review the court of appeals' opinion. This return in opposition follows.

ARGUMENT

I. The Lottery was entitled to relief under subsection 30-4-110(A).

FOIA allows a public body "to seek relief from unduly burdensome, overly broad, vague, repetitive, or otherwise improper requests." S.C. Code Ann. § 30-4-110(A). Like the circuit court, the court of appeals found Requests 5, 12, and 18 overly broad *and* unduly burdensome. *See Glassmeyer*, Op. No. 6155 at 25 ("[T]he circuit court did not err by finding the Documents Requests were unduly burdensome because it is uncontested in the record that fulfilling the requests would cost millions of dollars and require thousands of man-hours."); *id.* ("[T]he circuit court did not err by concluding the Documents Requests were overly broad because the sweeping requests offer little specificity beyond a long time period and a broad category of information.").

At the outset, because Petitioner sought rehearing only on the "overbreadth holding," Pet. for Reh'g at 5–6, any argument on the unduly burdensome holding is unpreserved. *See Williams v. Jeffcoat*, 444 S.C. 224, 237, 906 S.E.2d 588, 595 (2024) (an "issue not raised in petition for rehearing to the court of appeals was not preserved for review before the Supreme Court" (citing *Doe ex rel. Roe v. Orangeburg Cnty. Sch. Dist. No. 2*, 335 S.C. 556, 561 n.8, 518 S.E.2d 259, 261 n.8 (1999))). Under the two-issue rule, the Court should therefore deny certiorari on any challenge about Requests 5, 12, and 18. *See Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 328, 730 S.E.2d 282, 284 (2012) ("Under the two issue rule, where a decision is based on more than one ground, the appellate court will affirm unless the appellant appeals all grounds because the unappealed ground will become law of the case." (quoting *Jones v. Lott*, 387 S.C. 339, 346, 692 S.E.2d 900, 903 (2010)). Even so, the court of appeals got it right on both accounts.

A. Requests 5, 12, and 18 are overly broad.

Petitioner omits the volume of documents Requests 5, 12, and 18 yielded. But the Lottery determined those requests—unlimited by department, employee type, search term, or parameter—sought around "120,000 checks and wire transfers; 8,000 bills, invoices, and statements; and 3,000,000 emails from its 125 employees." *Glassmeyer*, Op. No. 6155 at 17. Indeed, "the Lottery twice asked [Petitioner] to narrow Requests 5, 12, and 18." (R. p. 17). He refused.

With that context in mind, the court of appeals construed the undefined statutory term "overly broad" by its ordinary meaning, referring to persuasive authority (as allowed) because no South Carolina case was on point. *Glassmeyer*, Op. No. 6155 at 24 (citing *State Farm Mut. Auto. Ins. Co. v. Goyeneche*, 429 S.C. 211, 224, 837 S.E.2d 910, 917 (Ct. App. 2019)). Consulting federal and state decisions to give content to an undefined term is ordinary interpretive practice, not a novel question warranting review. That the court of appeals in *State Farm* declined to follow

a particular out-of-state rule does not forbid consulting out-of-state authority generally or make out-of-state authority here unpersuasive.

Nor did the court of appeals engraft a specificity element onto the statute. It did not hold section 30-4-110(A) contains the express "sufficient specificity" language of Pennsylvania's Right-to-Know Law or the "reasonably describes" language of the federal FOIA. And it also did not adopt the multifactor specificity requirement Pennsylvania uses. It simply considered those authorities helpful. Besides, even if the court of appeals did "import" a specificity requirement, that is not inconsistent with section 30-4-15. Specificity has nothing to do with "cost or delay." S.C. Code Ann. § 30-4-15. It concerns the substance of a request, which is what the "overly broad" relief provision in section 30-4-110(A) addresses. *See Town of Mt. Pleasant v. Roberts*, 393 S.C. 332, 342, 713 S.E.2d 278, 283 (2011) ("In interpreting a statute, the language of the statute must be read in a sense that harmonizes with its subject matter and accords with its general purpose.").

The court of appeals found Requests 5, 12, and 18 offered "little specificity": they spanned two years, swept in hundreds of thousands of records and some three million emails, and gave no subject-matter limitation for locating responsive documents. *Glassmeyer*, Op. No. 6155 at 25. How else would one define overly broad? *Cf. CFRE, LLC v. Greenville Cnty. Assessor*, 395 S.C. 67, 74, 716 S.E.2d 877, 881 (2011) (courts "must give the words found in the statute their 'plain and ordinary meaning without resort to subtle or forced construction to limit or expand the statute's operation'" (quoting *Sloan v. Hardee*, 371 S.C. 495, 499, 640 S.E.2d 457, 459 (2007))).

Although framed a bit differently, the court of appeals' analysis aligned with the circuit court's reasoning. Drawing "on its experience handling discovery issues in analyzing Requests 5, 12, and 18, while keeping in mind the purpose of FOIA and the liberal construction afforded its provisions," the circuit court considered the term "overly broad" as it is regularly used in discovery

practice. (R. p. 11). For good reason. "In ascertaining the meaning of language used in a statute, [courts] presume the General Assembly is 'aware of the common law, and where a statute uses a term that has a well-recognized meaning in the law, the presumption is that the General Assembly intended to use the term in that sense.'" *Grier v. AMISUB of S.C., Inc.*, 397 S.C. 532, 536, 725 S.E.2d 693, 696 (2012) (quoting *State v. Bridges*, 397 S.C. 11, 14, 495 S.E.2d 196, 198 (1997)).

Further, the circuit court's analysis was based—at least in part—on Petitioner's concession. *See* (R. p. 408:13–18); *cf. Denson v. Nat'l Cas. Co.*, 439 S.C. 142, 149, 886 S.E.2d 228, 232 (2023) (relying on a point "counsel conceded at oral argument" in analyzing an issue). As the circuit court noted, "the parties agreed it would be appropriate for the Court to consider the reason for seeking the information as compared to the specific request" to determine overbreadth. (R. p. 15). Of course, "[a]n issue conceded in a lower court may not be argued on appeal." *TNS Mills, Inc. v. S.C. Dep't of Revenue*, 331 S.C. 611, 617, 503 S.E.2d 471, 474 (1998).

In all events, the Court can deny certiorari based on the court of appeals' analysis or dispense with briefing and summarily affirm based on the circuit court's analysis to which Petitioner conceded. *See* Rule 220(c), SCACR (affirm for any ground appearing in the record). Regardless of the definition or analysis employed, Requests 5, 12, and 18 were overly broad.

B. Charging fees is no prerequisite to seeking relief from unduly burdensome requests.

Even if Petitioner's challenge to the court of appeals' unduly burdensome ruling were preserved, the Lottery's decision (at the time) not to charge fees did not foreclose its ability to seek relief from his unduly burdensome and overly broad FOIA requests.

To start, Petitioner did not seek rehearing of the court of appeals' holding that the requests were unduly burdensome. *See* Pet. for Reh'g. at 5–6. Nor did he contest the finding that his fee argument was "meritless." *Glassmeyer*, Op No. 6155 at 26 n.10. So these arguments are not

preserved. *See* Rule 242(d)(1), SCACR ("Only those questions raised in the Court of Appeals and in the petition for rehearing shall be included in the petition for writ of certiorari as a question presented to the Supreme Court."); *accord Williams*, 444 S.C. at 237, 906 S.E.2d at 595.

Regardless, nothing in the statute giving agencies an avenue for relief from unduly burdensome FOIA requests predicates that relief on the agency first posting a fee schedule and charging fees. *See* S.C. Code Ann. §§ 30-4-30(B) & -110(A). The fee statute simply says a public body "may" collect reasonable fees. S.C. Code Ann. § 30-4-30(B); *cf. Hodges v. Rainey*, 341 S.C. 79, 87, 533 S.E.2d 578, 582 (2000) (a court "cannot rewrite the statute and inject matters into it which are not in the legislature's language"); *Gentry v. Yonce*, 337 S.C. 1, 522 S.E.2d 137, 143 (1999) ("Statutes should not be construed so as to lead to an absurd result.").

What is more, as the circuit court found, money is not the only consideration. (R. p. 14). Although he stipulated to the record, Petitioner continues to ignore the time and resources the agency would have to devote—regardless of cost—to respond to his unduly burdensome requests. *See* (R. pp. 12–15). The undisputed facts before the circuit court were as follows:

> Request 5 covers about 120,000 checks or wire transfers; Request 12 covers over 8,000 documents; and Request 18 covers about 3 million emails from the Lottery's 125 employees at the time. As expert John Nichols explained, at least nine exemptions may apply to the records sought in Requests 5, 12, and 18. . . . According to Nichols, it would take 2,000 hours to review and redact 120,000 checks and wire transfers responsive to Request 5 at a cost of $300,000 to $400,000. As for Request 12, it would take 134 hours, to the tune of $20,100 to $26,800. And it would take around 50,000 hours to review and redact the roughly 3 million emails received, sent, or forwarded by the Lottery's employees under Request 18, which would cost around $7,500,000 to $10,000,000.

(R. pp. 12–13); *see also* (R. p. 150); (R. pp. 96–101).

Yet "fulfilling FOIA requests cannot be permitted to grind a public body's operations to a halt." *Glassmeyer*, Op No. 6155 at 25. That is why the Lottery invoked "the mechanism the

Legislature gave it," Pet. at 7, to seek relief. Though he may wish subsection 30-4-110(A) weren't on the books, the General Assembly enacted it to give public bodies an avenue for relief from harassing FOIA requests like the ones he served here. *Cf. Duvall v. S.C. Budget & Control Bd.*, 377 S.C. 36, 42, 659 S.E.2d 125, 128 (2008) ("The Court must presume the [General Assembly] intended its statutes to accomplish something and did not intend a futile act."). FOIA does not provide a freewheeling right to "'information as vast as' he desires." Pet. at 7.

Likewise, the court of appeals' decision does not conflict with section 30-4-15 or precedent. Indeed, this Court has never considered the relief provision in section 30-4-110(A), and the cases Petitioner cites relate to FOIA exemptions in section 30-4-40. The court of appeals faithfully interpreted the undefined terms in the relief provision and applied them to the undisputed facts. It did not create a "blanket prohibition" in doing so. Pet. at 9.

Consider what happened here: Petitioner served eighteen voluminous FOIA requests on the Lottery, which provided responsive information to all but three objectionable requests. The Lottery "still spent over 100 hours retrieving, reviewing, redacting, and otherwise responding to [Petitioner's] remaining 15 requests in addition to fielding new follow-up ones." (R. p. 13).; *see also* (R. pp. 87–88). Petitioner's concerns are therefore misplaced.

To be sure, as the court of appeals recognized, FOIA is entitled to a liberal construction in favor of allowing access. *See* S.C. Code Ann. § 30-4-15. But courts "are not at liberty to extend by construction the meaning implicit in the language" of FOIA "to provide a more liberal rule" than what the General Assembly "has seen fit to adopt." *Rudd v. Fairforest Finishing Co.*, 189 S.C. 188, 196, 200 S.E. 727, 730 (1939). And reconciling the right of access with the relief the General Assembly provided in section 30-4-110(A) is an application of FOIA's purpose, not a departure from it.

II. The Lottery properly withheld lottery prize winners' names.

On February 15, 2022, the Lottery and Petitioner inked a settlement agreement providing "[i]f the South Carolina General Assembly does not enact legislation addressing this specific issue by" May 31, 2023, the Lottery "will provide the full names, cities, and states of lottery prize claimants *in response to FOIA requests after*" then. (R. p. 203) (emphasis added). While the Lottery received the instant FOIA request on June 21, 2023, its final determination was not due until July 5, 2023 because a major holiday fell between. *See* S.C. Code Ann. § 30-4-30(C) (giving 10 business days for a final determination). Come July 1, 2023, the law prohibited the Lottery from providing lottery winners' names "[i]n response" to FOIA requests. *See* 2023 S.C. Act No. 84, Part I.B, § 3, Proviso 3.5. So the Lottery indicated in its final determination that it would withhold and redact them. Petitioner claims this was a breach of contract.

The court of appeals' ruling on this issue, however, was two-fold: it found the Lottery did not violate FOIA or breach its settlement agreement with Petitioner by refusing to disclose lottery winners' names pursuant to the Proviso. *Glassmeyer*, Op. No. 6155 at 19–21. Petitioner does not seek review of—and thus abandons any challenge to—the FOIA ruling. *See* Pet. at 9–11. Still, Petitioner claims there is a novel issue about a "contractual duty keyed to the *receipt* of a qualifying request." Pet. at 9. But that's not the issue. The settlement agreement governed what information the Lottery would provide "in response to FOIA requests," (R. p. 203), not in "receipt" of them, Pet. at 10. "It is not the function of the court to rewrite contracts for parties." *Lewis v. Premium Inv. Corp.*, 351 S.C. 167, 171, 568 S.E.2d 361, 363 (2002).

Petitioner cannot divorce this case from the FOIA context. The parties agreed "those FOIA requests would be handled in accordance with FOIA." *Glassmeyer*, Op. No. 6155 at 20. Both the settlement agreement and his request invoked FOIA. *See* (R. p. 203); (R. p. 57) ("[p]ursuant to

the South Carolina Freedom of Information Act I am requesting the following information and documents"). Under FOIA, the Lottery had ten business days—from June 21, 2023 until July 5, 2023—to respond to his FOIA request with its final determination. *See* S.C. Code Ann. § 30-4-30(C). Still, Petitioner believes the Lottery could not avail itself of the timeline for responding to his request under FOIA (like the settlement agreement contemplated). That much does not follow.

The Lottery did not "manufacture" any "delay" either. Pet. at 10–11. For one, Petitioner conceded below that intent does not matter, and he had no evidence of willful delay. *See* (R. pp. 366:19–367:24); (R. p. 20 n.3). For another, his claim that "the Lottery had already determined what records it would provide when it received this request," Pet. at 10, is belied by the FOIA request itself. Context is important. Petitioner did not submit a standalone request for winners' names. Rather, that request was buried in an eighteen-item FOIA request seeking information spanning a two-year period and covering millions of documents. (R. p. 57). Nothing in FOIA requires a public body to make piecemeal determinations. *See* S.C. Code Ann. § 30-4-30(C). That the Lottery made its final determination on the last day is neither improper nor surprising given the intervening July Fourth holiday and the searching scope of Petitioner's FOIA request.

When the Lottery's response—and its contractual obligation—came due, the Proviso was in force and prevented it from disclosing winners' names. To the extent the settlement agreement provided otherwise (it did not), the court of appeals properly affirmed the circuit court's finding of no breach because the Lottery's "performance was excused under the doctrine of impossibility." *Glassmeyer*, Op. No. 6155 at 20; *see also* (R. pp. 20–21). After all, "[w]hen a contract is originally legal, but performance becomes illegal due to a change in the law, any subsequent performance is against public policy and the party who has agreed to perform is excused from doing so." *White v. J.M. Brown Amusement Co.*, 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004).

The court of appeals got it right, and this issue will not "recur." Pet. at 11. Because the Proviso is now permanent law, *see* S.C. Code Ann. § 59-150-145; (R. p. 21 n.5), the Lottery cannot ever provide lottery winners' names in response to FOIA requests.

III. The Lottery was allowed to redact check drawers' signatures.

In response to Petitioner's request for "[c]opies of all checks (front and back) and/or wire transfers issued to all persons identified in Item #1 above," (R. p. 57), the Lottery produced responsive records, redacting the check drawers' signatures. *See* (R. p. 259). Two weeks later, Petitioner emailed the Lottery, asking for unredacted copies of the responsive checks "with the respective drawer(s) signature(s) clearly visible." (R. p. 286). The Lottery explained "signatures are not subject to disclosure and are considered private information under the Family Privacy Protection Act, S.C. Code Ann. § 30-2-10 *et seq.*, which requires public officials to redact records that contain such personal information." (R. pp. 284–85). That said, the Lottery said "[t]he respective drawers of the checks were completed by the SCEL's CFO and the CFO that preceded him" and provided a chart of the name corresponding with each check. (R. pp. 284–85, 287–88).

Petitioner does not contest that "[u]nder section 30-4-40(a)(4) of the South Carolina Code, a public body may exempt from disclosure '[m]atters specifically exempted from disclosure by statute or law.'" (R. p. 23 n.6 (quoting S.C. Code Ann. § 30-4-40(a)(4)). That includes the FPPA, which prohibits the Lottery from "intentionally communicat[ing] or otherwise mak[ing] available to the general public an individual's . . . personal identifying information." S.C. Code Ann. § 30-2-310(A)(1)(e). Of course, FOIA and the FPPA are both in the same title relating to "Public Records." *Cf. Joiner ex rel. Rivas v. Rivas*, 342 S.C. 102, 109, 536 S.E.2d 372, 375 (2000) ("It is well settled that statutes dealing with the same subject matter are *in pari materia* and must be construed together, if possible, to produce a single, harmonious result."). And Petitioner admits

the FPPA defines "personal identifying information" as a signature. Pet. at 12; *see also* S.C. Code Ann. § 16-13-510(D)(9); S.C. Code Ann. § 30-2-30(1).

The court of appeals affirmed the circuit court's finding that the Lottery did not violate FOIA by redacting the signatures. *Glassmeyer*, Op. No. 6155 at 22–23). Under the circumstances, it found drawers have a "moderate" "privacy interest in their signatures on checks" whereas "the public has a minimal interest in the information revealed by the actual signatures beyond the identities of the drawers." *Id.*

Petitioner, however, claims the court of appeals struck the privacy balance on the public official factor it expressly reserved in the opinion. *Id.* at 22 n.7 ("We acknowledge a different calculation may be needed for privacy interests depending on whether the individual is a public official signing a document in her official capacity, an elected official signing a document in her official capacity, or a private citizen signing a document in her personal capacity. However, given our analysis of the public interest discussed herein, we need not reach this issue."). But the opinion neither reached that far nor broke new ground.

The court of appeals simply applied the balancing framework it adopted in *Glassmeyer v. City of Columbia*, 414 S.C. 213, 777 S.E.2d 835 (Ct. App. 2015), weighing the drawers' privacy interest against the public's need to know. It found drawers' privacy interest in their signatures "moderate" because a signature, unlike a typed name, is a unique identifying mark that the FPPA's definition of "personal information" includes. *Glassmeyer*, Op. No. 6155 at 22–23. It did not need to reach the "public official" question because the balancing already favored redaction.[3] *Id.* That reservation confirms the narrowness of the holding rather than the broadness.

[3] At any rate, this case is about the signature of a public employee, not a "public official." *Cf.* S.C. Code Ann. § 8-13-10(27) ("'Public official' means an elected or appointed official of the State, a county, a municipality, or a political subdivision thereof, including candidates for the office.").

Indeed, the public interest—Petitioner's interest—was "minimal" because the signatures he was after "would just be confirmation of already-known information given that the Lottery Commission supplied the name of the drawer on each check. The public's interest in a particular piece of information is minimized when it is cumulative to information that has already been disclosed." *Glassmeyer*, Op. No. 6155 at 23. The Lottery, not its counsel, twice confirmed its CFOs were "authorized to bind the agency," Pet. at 12. *See* (R. pp. 284–85, 287–88, 295–96). Petitioner even thanked the Lottery for its "prompt and comprehensive response." (R. p. 284).

Neither Petitioner nor the public has more than a minimal interest in seeing the signature of the already-known CFO who signed the check. That is especially so where, as here, the Lottery filed an affidavit swearing those individuals signed the checks. (R. pp. 295–96).

CONCLUSION

For these reasons, the Court should deny certiorari. In the alternative, the Court should dispense with further briefing and summarily affirm the court of appeals' opinion.

Respectfully submitted,

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November 13, 2026