

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

UNIVERSITY OF SOUTH CAROLINA)
AIKEN,)

Plaintiff,)

vs.)

UNIVERSITY HOUSING SERVICES,)
INC., H.G. REYNOLDS CO.,)
SOUTHERN WALL SYSTEMS, INC.,)
MCELROY SPECIALTY INTERIORS,)
INC. CROFT HILL SIDING, INC., EAST)
COAST PAINTING, INC., and JOHN)
DOES 1 THROUGH 3,)

Defendants.)

H.G. REYNOLDS CO., INC.,)

Third-Party Plaintiff,)

vs.)

WILLIAM BELL, BELL SIDING AND)
ROOFING, WILLIAM BELL d/b/a BELL)
SIDING & ROOFING a/k/a BELL SIDING)
AND ROOFING, LLC, and BELL SIDING)
AND ROOFING, LLC,)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT
CASE NO.: 2016-CP-02-2339

**ORDER GRANTING LEAVE TO FILE
SECOND AMENDED COMPLAINT**

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SC Court of Appeals

The civil action came before the Court on May 1, 2017 by motion of the Plaintiff, University of South Carolina Aiken, wherein the Plaintiff moved pursuant to Rule 15(c) of the South Carolina Rules of Civil Procedure, to amend the First Amended Complaint. The first basis to amend the First Amended Complaint is to substitute Plaintiffs. The

Plaintiff has requested to substitute the University of South Carolina Aiken for the "University of South Carolina" *nunc pro tunc*. The second amendment is to add Defendants to the Civil Action, and for the Plaintiff to assert direct causes of action against the present Third-Party Defendants. The third amendment is for Plaintiff to remove or dismiss without prejudice its breach of contract cause of action against Defendant University Housing Services, Inc. ("University Housing Services"). University Housing Services objected to the amendment to remove or dismiss the breach of contract cause of action if doing so would be to prejudice University Housing Services' Motion to Dismiss Civil Action or Stay Civil Action for Arbitration that University Housing Services filed prior to Plaintiff's Motion to Amend First Amended Complaint. Defendant H.G. Reynolds Company, Inc. ("H.G. Reynolds") joined in the objections made by University Housing Services. University Housing Services and H.G. Reynolds submitted Memoranda of Law.

After consideration of the Memoranda of Law and the arguments of counsel at the hearing, this Court finds that good cause exists to allow the amendments, that justice will be promoted if the amendments are allowed, and that no party will be prejudiced by the proposed amendments as ordered in the following.

IT IS ORDERED THAT the Motion to Amend the First Amended Complaint is granted provided the amendments moved for in the proposed Second Amended Complaint shall in no way prejudice, whether by estoppel, waiver or any legal theories, University Housing Services' and H.G. Reynolds' motions to dismiss or stay the civil action for arbitration that were filed with the Court.

CASE NO.: 2016-CP-02-2339

University of South Carolina Aiken v. University Housing Services, Inc. et al.
Order Granting Leave to File Second Amended Complaint

AND IT IS SO ORDERED

The Honorable Doyet A. Early, III
Chief Administrative Judge

May _____, 2017
Aiken, South Carolina



Aiken Common Pleas

Case Caption: University Of South Carolina Aiken VS University Housing Services
Inc , defendant, et al
Case Number: 2016CP0202339
Type: Order/Amend

So Ordered

s/D.A. Early III 2136