

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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**May 20 2020**

**SC Court of Appeals**

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

The Hon. Benjamin H. Culbertson, Circuit Court Judge

Case No: 2018CP2200456

Luke M. Smith, Erica Smith, Peggy Burger,  
Individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis, Individually  
And as Guardian ad Litem for Sania Williams,  
Edison Chichester, Individually And As Guardian  
Ad Litem for Jennifer Chichester, Jenna Grace  
Singleton and Dale Singleton ..... Appellants

v.

Carolina’s Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium, City of Georgetown, County Of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting Corporation, Defendants

Of Which,

County of Georgetown, is ..... Respondent.

**RECORD ON APPEAL**

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Luke M Smith et al  
PLAINTIFF(S)

Carolinas Got Talent et al  
DEFENDANT(S)

**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.
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 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- 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:

Motion for Summary Judgment by Attorney Battle on behalf of Georgetown County is Granted. Attorney Battle to prepare the Order.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/26/2019 .

Wardell Brantley  
South Carolina Media Arts Academy  
Carolinas Got Talent

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Georgetown Common Pleas

**Case Caption:** Luke M Smith , plaintiff, et al VS Carolinas Got Talent , defendant,  
et al

**Case Number:** 2018CP2200456

**Type:** Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

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STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger,  
individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis individually  
and as Guardian ad Litem for Sania Williams,  
Edison Chichester individually and as  
Guardian ad Litem for Jennifer Chichester,  
Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina’s Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium City of Georgetown, County of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting  
Corporation,

Defendants,

**ORDER GRANTING  
GEORGETOWN COUNTY’S  
MOTION FOR SUMMARY  
JUDGMENT**

This matter comes before the Court on Defendant Georgetown County’s Motion for Summary Judgment. A formal hearing was held Friday July 26, 2019 in the Georgetown County Courthouse. Present at the hearing were Attorney J. Dwight Hudson representing the Plaintiffs and Attorney Michael W. Battle representing Defendant Georgetown County.

Plaintiffs have filed the above captioned lawsuit against Defendant Georgetown County (County) and several other Defendants alleging claims arising from the failure to award prizes promised by Defendants Carolina’s Got Talent and Wardell Brantley. Georgetown County moved for summary judgment on the grounds that it has no connection, control, sponsorship or association with Winyah Auditorium or any of the other Defendants in connection with the Carolina’s Got Talent contest. Georgetown County also moved for summary judgment on the additional ground that it is immune from suit under the South Carolina Tort Claims

Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not limited to the criminal actions of third persons.

Georgetown County's motion was supported by the Affidavit of Georgetown County Attorney Wesley Bryant who stated Georgetown County had no legal affiliation with Winyah Auditorium, Carolina's Got Talent or the producers for the talent contest. Georgetown County also relied upon Plaintiffs' admission in their answers to interrogatories that they do not know of any communications between them and any individual from the County which they relied upon when entering the Carolina's Got Talent contest. Georgetown County contends it had no connection with the contest in question, and therefore it did not owe a legal duty to the Plaintiffs which would create liability for the Georgetown County. See *Repko v. Cty. of Georgetown*, 424 S.C. 494, 818 S.E.2d 743 (2018).

Plaintiffs submitted affidavits claiming that Georgetown County was affiliated with Carolina's Got Talent because Georgetown County made grants to Defendant Winyah Auditorium where the contest Carolina's Got Talent was held. Georgetown County does not dispute that it has made Accommodations Tax grants in support of Winyah Auditorium which is owned and operated by a private nonprofit corporation. Plaintiffs claim that such grants which are public knowledge are sufficient to create a duty requiring Georgetown County to investigate the background of the events which are held in Winyah Auditorium.

The Court is not aware of any legal authority that supports Plaintiffs' claim that Georgetown County had a legal duty to Plaintiffs under the facts of the case. Plaintiffs' counsel has not presented any such legal authority to the Court. Therefore, because Georgetown County does not owe a legal duty to Plaintiffs, the private causes of action of Plaintiffs against Georgetown County should be dismissed. *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 502 S.E.2d 78 (1998) (a plaintiff must establish duty, breach, causation, and damages."); *Summers v. Harrison Constr.*, 298 S.C. 451, 455, 381 S.E.2d 493, 495 (Ct. App. 1989) ("If any of these elements is absent a claim is not stated.");

In addition, under the South Carolina Tort Claims Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not

limited to the criminal actions of third persons. Plaintiff seek to make Defendant Georgetown County for the acts of Defendant Wardell Brantley and/or Defendant S.C. Media Arts Academy and possibly other defendants. Those entities are not employees or agents of Georgetown County. Plaintiffs answers to interrogatories state they are not aware of any employee of Georgetown County who made any representations or performed any acts which Plaintiffs relied upon in connection with the contest. Defendant Georgetown Count is immune from tort liability for the acts of third parties. *S.C. Code Ann. §15-78-60 (20)*.

Now therefore, for the reasons stated above, Plaintiffs claims against Defendant Georgetown County are hereby dismissed with prejudice and Defendant Georgetown County's motion for summary judgment is hereby granted. IT IS SO ORDERED.

S/ Benjamin H. Culbertson  
Hon. Benjamin H. Culbertson  
Judge Georgetown County Court of  
Common Pleas

July 26, 2019



Georgetown Common Pleas

**Case Caption:** Luke M Smith , plaintiff, et al VS Carolinas Got Talent , defendant,  
et al

**Case Number:** 2018CP2200456

**Type:** Order/Summary Judgment

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

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Luke M Smith et al  
PLAINTIFF(S)

Carolinas Got Talent et al  
DEFENDANT(S)

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 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- 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:

Plaintiff's Motion For Reconsideration And Or To Alt/Amend And/or For Relief For Judgment is DENIED.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/13/2019 .

Wardell Brantley  
South Carolina Media Arts Academy  
Carolinas Got Talent

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

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Georgetown Common Pleas

**Case Caption:** Luke M Smith , plaintiff, et al VS Carolinas Got Talent , defendant,  
et al

**Case Number:** 2018CP2200456

**Type:** Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-09-13 08:26:15 page 3 of 3



*s/ J. Dwight Hudson, Esquire*  
J. Dwight Hudson, Esquire  
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*Attorney For: Plaintiff*

Dated: May 11, 2018

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
  
C.A. NO.: 2017CP22\_\_\_\_\_

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15, )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )  
\_\_\_\_\_ )

**COMPLAINT**  
(Jury Trial Requested)

**TO: THE DEFENDANTS NAMED ABOVE:**

The Plaintiffs named above, by and through their undersigned counsel, complaining of the Defendants herein would show unto this Honorable Court as follows:

1. The Plaintiffs, Luke M. Smith and Erica Smith, individually and as Parent of Luke M. Smith, are citizens and residents of the County of Greenville Couty, State of South Carolina.
2. The Plaintiff, Shawonnah Davis, individually and as Parent of Sania Williams, are citizens and residents of the Forsyth County, North Carolina.

3. The Plaintiff, Peggy Burger, individually and as Parent of Caitlyn Burger, are citizens and residents of the County of Horry, State of South Carolina.
4. The Plaintiff, Edison Chichester, individually and as Parent of Jennifer Chichester, are citizens and residents of the County of Horry, State of South Carolina.
5. The Plaintiffs, Jenna Singleton, Dale Singleton, individually and as Parent of Dale Singleton, are citizens and residents of the County of Horry, State of South Carolina.
6. Upon information and belief, Carolina's Got Talent was a regional talent competition with semi-finals and finals held at Winyah Auditorium in the City and County of Georgetown, South Carolina.
7. Upon information and belief, Wardell Brantley is a citizen and resident of Horry County, South Carolina who was the organizer/founder/director/creator/sponsor of the 2016-2017 Carolina's Got Talent competition.
8. Upon information and belief, the South Carolina Media Arts Academy is a school; Defendant Brantley is/was the President of that School, which was a sponsor of the Carolina's Got Talent Competition in 2016-2017. According to its Facebook Page; " The academy provides students with critical direction & understanding of communicating, presentation, audiovisual, mass-communication and marketing skills. Participants receive individual training, experience, inspiration & the resources and portfolios needed to pursue an exciting & fulfilling career."
9. Upon information and belief, Winyah Auditorium is located in the City and County of Georgetown, South Carolina, in a historic building, the former Winyah Indigo School which was renovated by a group of citizens, along with the City and County of Georgetown, and was reopened in 2011 to serve as a cultural and civic center and the semi finals and finals of Carolinas Got Talent were held at Winyah Auditorium between 2016 and 2017.

10. Upon information and belief, The City of Georgetown and the County of Georgetown are governmental entities, organized and existing in the State of South Carolina to govern their respective area or territory on behalf of the citizens and residents of the said City and County and both entities approve, control and/or sponsor Winyah Auditorium and events held there, including the 2016-2017 semi finals and finals of the Carolina's Got Talent competition.

11. Upon information and belief, WPDE ABC 15 is a television station which operates as an affiliate of the ABC broadcast network and WWMB is a television station affiliated with the CW Network. Upon information and belief, the stations are affiliated with and/or are owned or operated by the Sinclair Broadcast Group, Howard Stirk Holdings and/or Cunningham Broadcasting Corporation. WPDE and WWMB are, upon information and belief, "sister" stations which operate out of the same studios on University Boulevard in the Conway area of Horry County, South Carolina. Both WPDE and WWMB were involved in sponsoring and/or advertising and/or broadcasting the semi-finals and/or finals of the Carolina's Got Talent competition in 2016-2017. Further upon information and belief, WPDE and WWMB serve the Horry/Georgetown County area.

12. Upon information and belief Sinclair Broadcast Group, Inc. is a corporation, organized and existing under the laws of one of the states of the United States and it owns, operates, programs or provides sales support to numerous television stations across the country and has affiliation with all major broadcast network, including the ownership and affiliation alleged in paragraph 11 above, which is incorporated herein by reference.

13. Upon information and belief, Howard Stirk Holdings is a limited liability company organized and existing under the laws of the State of Delaware, which has an ownership interest

in WPDE and WWMB, as alleged in paragraph 11 above, which is incorporated herein by reference.

14. Upon information and belief, Cunningham Broadcasting Corporation owns a number of broadcasting stations in the United States which it operates under local marketing agreements with Sinclair Broadcast Group, including both WPDE and WWMB, as alleged in paragraph 11 above, which is incorporated herein by reference.

15. Defendant Wardell Brantley, a former director of Winyah Auditorium, in conjunction with Defendant South Carolina Media Arts Academy created and sponsored a talent competition called "Carolina's Got Talent" which was open to performers of all ages. All of the Plaintiffs signed up and participated in the competition.

16. Literature, conversations, emails, brochures, and/or contracts and agreements, promised all of the performers, including the Plaintiffs, that the winners would receive a number of prizes, including the following:

- A. Scholarship money with taxes/fees paid by the SC Media Arts Academy;
- B. Studio time, rehearsal space and artist development money;
- C. A portfolio with pictures, websites & video;
- D. Opportunities for paid and volunteer engagements;
- E. Opportunities for part time and full time work with SC Media Arts Academy;
- F. Prize money in varying amounts, including a \$10,000.00 prize to the winner, with taxes paid by the SC Media Arts Academy.

16. The competition was held in a number of rounds, from September 2016 to March of 2017, culminating in semi-finals and finals held at Defendant Winyah auditorium in Defendant City& County of Georgetown.

17. Each round of performances required each of the Plaintiffs to expend considerable time, effort, artistry and energy to rehearse and prepare and each round required costume choices, purchases, etc. This meant that the Plaintiffs had to forego accepting other opportunities and had

to sacrifice personal and family time and their other involvements and interests in order to dedicate themselves to the talent competition.

18. All of the Plaintiffs succeeded through each round of the competition, appeared and performed in both the semi-final and the final round, and during the process, all of the Plaintiffs won various prizes and awards, and Plaintiff Luke Smith won the competition and all of the prizes listed above.

19. The Plaintiffs had full faith and confidence that the competition was legitimate and that the prizes won would be awarded paid and granted, because the semi-finals and finals were held at historic and prestigious Winyah Academy, an entity that was created by the efforts of the City and County of Georgetown, and whose existence is promoted and sponsored by the City and County of Georgetown. Further, the competition was sponsored and promoted by a trusted local television station, WPDE ABC 15 and was also sponsored, promoted by and aired on another station, WWMB CW 21.

21. Despite the affiliation, endorsement and sponsorship of all of the co-Defendants, Defendant Brantley paid and awarded only a small portion of the prizes, and did only that after persistent contacts from the Plaintiffs and after numerous changes to the terms of the previous contracts. Most of the prizes have never been paid or awarded.

22. The financial incentives and scholarship money was an important factor that induced all of the Plaintiffs to enter the competition, but the professional development prizes, portfolio, studio time and future performance opportunities were also of great import to the Plaintiffs' hopes and dreams of a future career in the entertainment industry.

23. Not only were the prize money, scholarship and other prizes not fully paid, but Defendant Brantley was charged for embezzlement and breach of trust in association with using funds of the Defendant Academy for personal reasons.

24. Further, Defendant Brantley, a former director of Defendant Winyah, had a previous criminal record and some of the allegedly embezzled funds from the Academy were used for probation payments.

25. Because of the prior employment association and prior relationship, Winyah, and the City and County of Georgetown knew or should have known of Brantley's criminal record. Defendant Academy, as Brantley's present employer, should also have known of Brantley's criminal record and the danger of allowing him charge of such a talent contest and these Defendants had a public and private duty to the Plaintiffs since hosting this competition also endorsed its credibility and that of Brantley. Further, Winyah, the City and the County had a duty to investigate and to vet Brantley, the Academy and this competition before agreeing to this rental.

25. Defendants WPDE and WWMB know or should know that their sponsorship, advertisement and broadcasting of the competition equated to an endorsement of its legitimacy. The TV stations had a journalistic and a public service obligation to investigate Brantley, the Academy, this endeavor and to get assurances of its legitimacy and of the availability of the prizes promised to contestants before agreeing to advertise, endorse, broadcast or sponsor the competition.

26. The ownership and/or management of WPDE and WWMB make them effectively and legally one entity for the purposes of their duty under their FCC licenses to serve the public interests, particularly members of the public, like the Plaintiff, who were relying upon their

association with and broadcast of this competition as endorsing its credibility and trustworthiness, along with that of Defendants Brantley and the Academy.

27. Defendants Sinclair Broadcast Group Inc., Howard Stirk Holdings, and Cunningham Broadcasting Corporation were responsible for managing WPDE and WWMB and have overall responsibility for putting in place practices and procedures for ensuring that the stations operated to serve the public interests, particularly members of the public, like the Plaintiff, who were relying upon their association with and broadcast of this competition as endorsing its credibility and trustworthiness, along with that of Defendants Brantley and the Academy.

28. As a direct and proximate result of Defendants' acts and failures to act as more specifically described hereinbelow in the CAUSES OF ACTION which are incorporated herein by reference, the Plaintiffs have been damaged in the following particulars:

- A. Losing the promised prize money, scholarship money, prizes, benefits and opportunities for professional development and career advantage promised and guaranteed to them;
- B. Spending funds and incurring expenses for associated with preparing for and performing in this competition;
- C. Losing substantial time, money and other resources that could have spent with or for their future careers and professional development;
- D. Suffering a loss of income and the benefits that they would have obtained in other professional appearances which they had to forego to participate in this competition;
- E. Suffering now and in the future from failing to gain the skills, contact, benefits and professional developments promised to them;
- F. Losing substantial future income;
- G. Suffering permanent physical, emotional and psychological injuries;
- H. Suffering intense stress, worry, and concern;
- I. In such other and further particulars as may be established during the discovery process and/or at trial.

**FOR A FIRST CAUSE OF ACTION**  
**As to Defendants Brantley & The Academy**  
(Breach of Contract)

29. The foregoing allegations are incorporated herein by reference as fully as though the same were repeated herein verbatim.

30. The Plaintiffs are informed and believe that the Defendants' actions as related above constitute a material breach or material breaches of the terms and provisions of the binding contracts and/or the unjustifiable failure to perform the contracts between the Plaintiffs, Brantley and the Academy and as a direct and proximate result of which breach(es) the Plaintiffs have suffered direct and proximate damage.

31. Plaintiffs are informed and believe that they are entitled to a judgment for all damages following as a natural consequence of the breach(es) and/or all actual and consequential damages and sums due and damages incurred as a proximate result of said breaches, including, but not limited to, those described and listed above.

**FOR A SECOND CAUSE OF ACTION**  
**As to Defendants Brantley & The Academy**  
(Breach of Contract Accompanied by Fraudulent Acts)

32. The foregoing allegations are incorporated herein by reference as fully as though the same were repeated herein verbatim.

33. The aforementioned breaches of the binding contract were committed with fraudulent intent relating to the breaching of the contract and/or were committed with constructive fraud, including, but not limited to, the false representations made to the Plaintiffs including those as to the prizes, benefits, and professional advantages and opportunities and such representations were known by the Defendants to be false and/or the Defendant ought to have known of the falsity of the representations Further, the Defendants committed a fraudulent act accompanying their

breach(es) and such fraudulent act(s) were characterized by dishonesty in fact and/or unfair dealing as described above, including the failure to pay prizes, scholarships and professional benefits and the failure to be in a financial position to do so.

34. As a result of the said breach(es) of contract with fraudulent intent, the Plaintiffs believe they are entitled to a judgment for the above-referenced actual and proximate damages together with punitive damages.

**FOR A THIRD CAUSE OF ACTION**  
**As to Defendants Brantley & The Academy**  
(Breach of the Covenants Of Good Faith and Fair Dealing)

35. Each of the foregoing allegations is incorporated by reference herein as fully as though repeated verbatim herein.

36. The Defendants had a duty to exercise good faith in their dealings with the Plaintiffs.

37. Defendants breached their duty of good faith and fair dealing as hereinabove set forth.

38. As a result of the Defendants' actions, the Plaintiffs have been damaged as is set forth above and incorporated herein by reference.

39. The Defendants' conduct was in bad faith and breached their duty of good faith and fair dealing and Plaintiffs are entitled to a judgment against the Defendants for all of their damages as alleged herein.

**FOR A FOURTH CAUSE OF ACTION**  
**As to ALL Defendants**  
(Negligence)

40. Each of the foregoing allegations is incorporated by reference herein as fully as though repeated verbatim herein.

41. The Defendants had duties to the Plaintiffs as alleged above, breached those duties and were negligent, careless, reckless, willful, and wanton and grossly and intentionally negligent in their performance of or failure to perform those duties in one, more or all of the following particulars, to wit:

- a) In failing to properly plan, prepare for and budget this competition;
- b) In failing to properly and legally pay the promised prizes, benefits and awards;
- c) In failing to properly manage, operate or oversee their enterprises;
- d) In failing to properly & adequately hire, train, manage and oversee employees and staff;
- e) In failing to properly investigate Brantley and the Academy before associating with, affiliating with, renting to, broadcasting, sponsoring or endorsing this contest;
- f) In renting to, broadcasting, carrying, advertising, sponsoring or endorsing this contest or competition;
- g) In failing to warn members of the public, including the Plaintiffs, of the background and criminal history of Brantley and of the associated risks of performing or participating in this competition;
- h) In failing to create adequate, proper and necessary internal practices, policies and procedures requiring the investigation and vetting of enterprises, such as this one, before renting to, renting to, broadcasting, sponsoring or endorsing this contest;
- i) In failing to follow existing practices, policies and procedures before renting to, renting to, broadcasting, sponsoring or endorsing this contest;
- j) In failing to meet professional standards relative to rentals, journalism, the broadcasting industry, advertisement, sponsorship or endorsements;
- k) In failing to serve the public interest and in breaching their duties to the public;
- l) In failing to properly educate, train and oversee their employees, associates and staff;

- m) In failing to create, manage and oversee the proper structure, corporate structure, municipal or governmental structures to facilitate to facilitate their duties to the public and their particular duties to these Plaintiffs;
- n) In failing to act reasonably and with due diligence in connection with their performing their duties to the public and their particular duties to these Plaintiffs;
- o) In failing to exercise that degree of care which reasonable and prudent persons, or institutions or entities would have exercised under the same or similar circumstances;
- p) In such other and further ways as are indicated by the facts recited above;
- q) In such other and further ways as may be established via the discovery process or at trial.

42. As a direct and proximate result of the aforementioned acts of negligence, recklessness, willfulness, wantonness, intentional and gross negligence to the point of deliberate on the part of the Defendants, the Plaintiffs have been damaged as stated above and are informed and believe that they are entitled to a judgment against the Defendants for actual and punitive damages.

**FOR A FIFTH CAUSE OF ACTION  
As to ALL Defendants  
(Negligent Misrepresentation)**

43. Each of the foregoing allegations is incorporated by reference herein as fully as though repeated verbatim herein.

44. According to the facts set forth hereinabove and incorporated herein by reference, the Defendants made to the Plaintiff(s): material representations including, but not limited to, those that the competition was legitimate and trustworthy and that the prizes won would be awarded. The Defendants had a pecuniary interest in making the statement and owed a duty of care to communicate truthful information to the Plaintiffs and breached that duty by failing to exercise due care. The Plaintiffs justifiably relied on the representations and suffered a pecuniary loss as the proximate result of their reliance upon the representation.

45. As a direct and proximate result of the Defendants' negligent misrepresentations the Plaintiffs have been damaged as stated above and are informed and believe that they are entitled to a judgment against the Defendants for actual and punitive damages.

**FOR A SIXTH CAUSE OF ACTION  
As To All Defendants  
(Unfair & Deceptive Trade Practices)**

46. Each and every one of the foregoing allegations are incorporated by reference herein, as fully as though repeated verbatim, except to such extent as they are inconsistent with the allegations contained herein.

47. The Defendants and its agents are engaged in trade and commerce, directly and indirectly affecting the people of this state.

48. The Plaintiffs would show that the Defendants knew or should have known that its act and omissions were in violation of the South Carolina Unfair Trade Practices Act.

49. The Plaintiffs would further show that the Defendants' representations, actions and failures to act and sale of the competition based on the guarantee of prizes, scholarships and other inducements violated the South Carolina Unfair Trade Practices Act and is an unlawful, deceptive act or practice in the conduct of trade and commerce as contemplated by Section 39-5-10 of the Code of Laws of South Carolina, as amended (1976).

50. As a result of the use or employment by the Defendants of said unfair and deceptive methods, acts and practices, the Plaintiffs have suffered an ascertainable loss of money by way of the damages specified and described hereinabove, which allegations are incorporated by reference.

51. These unfair and deceptive methods, acts and practices affect numerous consumers throughout the State of South Carolina and are potentially harmful to the consumer public.

52. These acts and practices on the part of the Defendants have a potential for repetition and adversely affecting the public interest of the State of South Carolina.

53. These acts and practices on behalf of the Defendants are willful violations of the South Carolina Unfair Trade Practices Act.

54. Based upon the foregoing, the Plaintiffs are informed and believe that they are entitled to actual damages, treble damages, and a reasonable award of attorney's fees against the Defendants, severally and jointly.

55. The Plaintiffs are informed and believe that they are entitled to the foregoing damages in addition to any remedies otherwise provided by law as provided by Section 39-5-10 of the Code of Laws of South Carolina, as amended (1976).

**FOR A SEVENTH CAUSE OF ACTION  
As To Defendants Brantley & Academy  
(Conversion)**

56. Plaintiffs adopt and incorporate all allegations of the foregoing paragraphs as if set out verbatim herein.

57. The actions of Defendants Brantley and the Academy as hereinabove set forth constitute conversion and Plaintiffs are informed and believe they are entitled to actual and punitive damages as a result thereof.

**FOR AN EIGHTH CAUSE OF ACTION  
As To Defendants Brantley & Academy  
(Conspiracy)**

58. Plaintiffs adopt and incorporate the allegations of the foregoing paragraphs as if set out verbatim herein.

59. Defendants Brantley and Academy improperly, illegally and maliciously conspired for the purposes of injuring the Plaintiffs without just cause or excuse and that their actions in creating this competition, promising prizes and scholarship money that they did not have and in falsely, maliciously and fraudulently enticing the Plaintiffs to expend their time, talents, and personal funds for gas, costumes/props, etc. were to Plaintiffs' great injury and damage; that Defendants were aware that said actions by them would cause Plaintiffs great financial damage and that the actions were with improper and unlawful intent; that said actions by Defendants entitle Plaintiffs to both actual and punitive damages.

**FOR A NINTH CAUSE OF ACTION  
As To All Defendants Except Brantley & Academy  
(Aiding & Abetting)**

60. Plaintiffs adopt and incorporate the allegations of the foregoing paragraphs as if set out verbatim herein.

61. Defendants Brantley and the Academy committed all of the torts referenced, detailed and pled hereinabove, and in doing so, caused the injuries described hereinabove , all of which allegations are incorporated herein by reference.

62. All other Defendants knew that the conduct, acts and failures to act by Brantley and the Academy constituted breaches of duty.

63. All other Defendants substantially assisted, encouraged, and facilitated all of the torts/breaches by Brantley and the Academy complained of herein.

64. The Plaintiffs have been damaged by the aiding and abetting as alleged herinabove, and are informed and believe that they are entitled to a judgment against all Defendants accordingly.

WHEREFORE, having complained of the Defendants herein, the Plaintiffs pray **for a jury trial** and that this Court inquire into these matters and issue its judgment awarding them actual and punitive damages, attorney's fees and costs and for such other and further relief as this Court deems just and proper.

*/s/ J. Dwight Hudson, Esq.*

---

J. Dwight Hudson, Esquire  
SC Bar # 2753  
**Hudson Law Offices**  
PO Box 70218  
Myrtle Beach, SC 29572  
(843) 692-9889  
hudsonlaw@hudsonlawoffice.com

*Attorney For: Plaintiffs*

Dated: May 11, 2018

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger,  
individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis individually  
and as Guardian ad Litem for Sania Williams,  
Edison Chichester individually and as  
Guardian ad Litem for Jennifer Chichester,  
Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium City of Georgetown, County of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting  
Corporation,

Defendants,

**ANSWER OF GEORGETOWN  
COUNTY**

**TO PLAINTIFFS AND THEIR ATTORNEYS:**

Defendant, County of Georgetown (County), herein responds to the Complaint of the  
Plaintiffs as follows:

**FOR A FIRST DEFENSE**

1. Each and every allegation not hereinafter specifically admitted is denied.
2. This Defendant has insufficient information in which to admit or deny the allegations as contained in Paragraphs 1, 2, 3, 4, 5, 6, 7, and 8 of the Complaint, and therefore, denies the same.

3. With regard to Paragraph 9 of the Complaint, upon information and belief, Winyah Auditorium is located within the city of Georgetown, SC; however, this Defendant has insufficient information in which to admit or deny the remaining allegations, and therefore, denies the same.
4. With regard to Paragraph 10 of the Complaint, this Defendant admits that the City and County are governmental entities and would show that in connection with those entities this action is, therefore, governed by the South Carolina Tort Claims Act (§ 15-78-10 *et. seq.* of the Code of Laws of South Carolina, as amended); however, as to the remaining allegations, this Defendant has insufficient information in which to admit, and therefore, denies the same.
5. This Defendant has insufficient information in which to admit or deny the allegations as contained in Paragraphs 11, 12, 13, 14, 15, 16, 17, and 18 of the Complaint and, therefore, denies the same.
6. This Defendant lacks sufficient information as to admit or deny the allegations contained in Paragraph 19 and therefore, denies the same.
7. With regard to Paragraph 21 (incorrectly numbered) of the Complaint, this Defendant specifically denies any affiliation, endorsement, or sponsorship of Defendant Brantley; and this Defendant has insufficient information in which to admit or deny the remaining allegations, and therefore, denies the same.
8. This Defendant has insufficient information in which to admit or deny the allegations as contained in Paragraphs 22, 23, and 24 of the Complaint and, therefore, denies the same.
9. This Defendant denies the allegations as contained in Paragraph 25 of the Complaint.

- 10. This Defendant has insufficient information in which to admit or deny the allegations as contained in Paragraphs 25 (incorrectly numbered as the second Paragraph No. 25), 26, and 27 of the Complaint, and therefore, denies the same.
- 11. This Defendant denies the allegations as contained in Paragraph 28 of the Complaint.

**FOR A FIRST DEFENSE AS TO THE FIRST CAUSE OF ACTION**  
**(Breach of Contract as to Defendants Brantley & The Academy)**

- 12. This Defendant would show that the allegations as contained in Paragraphs 29, 30, and 31 of the Complaint do not pertain to this Defendant, and therefore, no response is required; however, to the extent these paragraphs contain any allegations of wrongdoing on the part of this Defendant, then same are denied.

**FOR A FIRST DEFENSE AS TO THE SECOND CAUSE OF ACTION**  
**(Breach of Contract Accompanied by Fraudulent Acts as to Defendants Brantley & The Academy)**

- 13. This Defendant would show that the allegations as contained in Paragraphs 32, 33, and 34 of the Complaint do not pertain to this Defendant, and therefore, no response is required; however, to the extent these paragraphs contain any allegations of wrongdoing on the part of this Defendant, then same are denied.

**FOR A FIRST DEFENSE AS TO THE THIRD CAUSE OF ACTION**  
**(Breach of the Covenants of Good Faith and Fair Dealing as to Defendants Brantley & The Academy)**

- 14. This Defendant would show that the allegations as contained in Paragraphs 35, 36, 37, 38, and 39 of the Complaint do not pertain to this Defendant, and therefore, no response is required; however, to the extent these paragraphs contain any allegations of wrongdoing on the part of this Defendant, then same are denied.

**FOR A FIRST DEFENSE AS TO THE FOURTH CAUSE OF ACTION**  
**(Negligence as to all Defendants)**

15. This Defendant denies the allegations as contained in Paragraphs 41 and 42 of the Complaint.

**FOR A FIRST DEFENSE AS TO THE FIFTH CAUSE OF ACTION**  
**(Negligent Misrepresentation as to all Defendants)**

16. This Defendant denies the allegations as contained in Paragraphs 44 and 45 of the Complaint.

**FOR A FIRST DEFENSE AS TO THE SIXTH CAUSE OF ACTION**  
**(Unfair & Deceptive Trade Practices as to all Defendants)**

17. To the extent that the allegations as contained in Paragraphs 47,48, 49, 50, 51, 52, 53, 54, and 55 of the Complaint apply to this Defendant, then the same are denied.

**FOR A FIRST DEFENSE AS TO THE SEVENTH CAUSE OF ACTION**  
**(Conversion as to Defendants Brantley & The Academy)**

18. This Defendant would show that the allegations as contained in Paragraphs 56 and 57 of the Complaint do not pertain to this Defendant, and therefore, no response is required; however, to the extent these paragraphs contain any allegations of wrongdoing on the part of this Defendant, then same are denied.

**FOR A FIRST DEFENSE AS TO THE EIGHTH CAUSE OF ACTION**  
**(Conspiracy as to Defendants Brantley & The Academy)**

19. This Defendant would show that the allegations as contained in Paragraphs 58 and 59 of the Complaint do not pertain to this Defendant, and therefore, no response is required; however, to the extent these paragraphs contain any allegations of wrongdoing on the part of this Defendant, then same are denied.

**FOR A FIRST DEFENSE AS TO THE NINTH CAUSE OF ACTION**  
**(Aiding & Abetting as to all Defendants except Brantley & The Academy)**

20. To the extent the allegations as contained in Paragraph 61 of the Complaint apply to this Defendant, then same are denied.

21. This Defendant denies the allegations as contained in Paragraphs 62, 63, and 64 of the Complaint.

**FOR A SECOND DEFENSE AS TO ALL CAUSES OF ACTION**

22. This Defendant reiterates the allegations as contained in the previous defense as if repeated verbatim within this defense.

23. This action is governed by the South Carolina Tort Claims Act (§15-78-10, *et. seq.* of the Code of Laws of South Carolina, as amended) and this Defendant asserts the applicable provisions, immunities, and limitations on recovery as defenses to Plaintiffs' claims.

**FOR A THIRD DEFENSE AS TO ALL CAUSES OF ACTION**

24. This Defendant reiterates the allegations as contained in the previous defense as if repeated verbatim within this defense.

25. As this action is governed by the South Carolina Tort Claims Act, (§15-78-10, *et. seq.* of the Code of Laws of South Carolina, as amended), this Defendant asserts that punitive damages are not recoverable pursuant to §15-78-120(b) of the Code of Laws of South Carolina, as amended.

**FOR A FOURTH DEFENSE AS TO ALL CAUSES OF ACTION**

26. This Defendant reiterates the allegations as contained in the previous defenses as if repeated verbatim within this defense.

27. This Defendant would show that the Plaintiffs' alleged injuries were caused by the intervening criminal acts of a third party or parties for whom this Defendant cannot be held liable.

**FOR A FIFTH DEFENSE AS TO ALL CAUSES OF ACTION**

28. This Defendant reiterates the allegations as contained in the previous defenses as if repeated verbatim within this defense.

29. This Defendant asserts that the Plaintiffs' Complaint should be dismissed pursuant to Rule 12(b)(6) of the *South Carolina Rules of Civil Procedure* as the Complaint fails to state facts sufficient to constitute a cause of action against it.

**FOR A SIXTH DEFENSE AS TO ALL CAUSES OF ACTION**

30. This Defendant reiterates the allegations as contained in the previous defenses as if repeated verbatim within this defense.

31. Pursuant to § 15-78-100 of the Code of Laws of South Carolina, as amended, this Defendant requests an apportionment of liability as between the parties.

Wherefore, having fully responded to the Complaint of the Plaintiff, this Defendant requests that same be dismissed with prejudice together with the costs and disbursements in the defense of this matter and for such other and further relief as this Court deems just and proper.

/s/ Michael W. Battle SC Bar # 584

M. Kirk Battle  
Michael W. Battle  
BATTLE LAW FIRM, P.A.  
Attorneys for Georgetown County and City of Georgetown  
1200 Main Street  
Post Office Box 530  
Conway, South Carolina 29528-0530  
Area Code (843) 248-4321

July 9, 2018  
Conway, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Luke M. Smith, Erica Smith, Peggy Burger, individually and as Guardian ad Litem for Caitlyn Burger, Shawonnah Davis individually and as Guardian ad Litem for Sania Williams, Edison Chichester individually and as Guardian ad Litem for Jennifer Chichester, Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina's Got Talent, Wardell Brantley, South Carolina Media Arts Academy, Winyah Auditorium City of Georgetown, County of Georgetown, WPDE ABC 15, WWMB CW21, Sinclair Broadcast Group, Inc., Howard Stirk Holdings, and Cunningham Broadcasting Corporation,

Defendants,

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

**MOTION FOR SUMMARY  
JUDGMENT**

TO: Plaintiff's and their Attorney's:

PLEASE TAKE NOTICE that Defendant Georgetown County moves and will move on the tenth day after service hereof, at some subsequent time and place as may be scheduled by the Court, for an Order granting Defendants Summary Judgment in this action, pursuant to Rule 56, SCRCPP. This motion is based on the Pleadings, Affidavits, Answers to Interrogatories and Memorandum in Support filed with this Motion.

*s/ Michael W. Battle SC Bar # 584*  
Michael W. Battle  
BATTLE LAW FIRM, LLC  
Attorneys for Georgetown County  
1200 Main Street  
Conway, South Carolina 29528-0530  
Area Code (843) 248-4321

June 20, 2019  
Conway, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
  
C.A. NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley,) )  
South Carolina Media Arts Academy, ) )  
Winyah Auditorium, City of Georgetown, ) )  
County of Georgetown, WPDE ABC 15,) )  
WWMB CW21, Sinclair Broadcast Group ) )  
Inc., Howard Stirk Holdings, and ) )  
and Cunningham Broadcasting Corporation, ) )

Defendants. )

**PLAINTIFF'S ANSWERS TO  
DEFENDANT GEORGETOWN  
COUNTY'S INTERROGATORIES**

**TO: MICHAEL W. BATTLE, ATTORNEY FOR DEFENDANT GEORGETOWN  
COUNTY:**

- The Plaintiff's specifically reserves and does not waive any objections, which may be appropriated to the Interrogatories.
- The Plaintiffs specifically reserved and does not waive any objections which may otherwise be available to him and further states that no response or document produced.
- The Plaintiffs object to responding to any Interrogatory or Request for Production that seeks information which constitutes confidential attorney client communication or which falls within the scope of Rule 26 (b) (3) or which exceeds the scope of discovery otherwise provided by the South Carolina Rules of Civil Procedure for by statute or by common law.

- The Plaintiffs objects to responding to any Interrogatory or Request for Production to the extent it imposes any obligation greater than those imposed by the South Carolina Rules of Civil Procedure.

1. Give the names and addresses of each and every person known to the Plaintiff or counsel to be a witness concerning any facts of the case and indicate whether or not written or recorded statements have been taken from each witness and indicate who has possession of any such statements.

- ANSWER:**
- (a) **Luke Smith**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**
- (b) **Erica Smith**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**
- (c) **Shawonnah Davis**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**
- (e) **Edison Chichester**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**
- (f) **Jenna Grace Singleton**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**
- (g) **Dale Singleton**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**
- (h) **Carolina's Got Talent**
- (i) **Wardell Brantley**  
**7101 Horseshoe Circle**  
**Conway SC 29527**  
**Upon information and belief, no written or recorded statements have been taken of this witness.**

(j) SC Media Arts Academy

(k) Winyah Auditorium  
c/o Goldfinch Winslow

Upon information and belief, no written or recorded statements have been taken of this witness.

(l) City of Georgetown

Upon information and belief, no written or recorded statements have been taken of this witness.

(m) County of Georgetown  
c/o Battle Law Firm

Upon information and belief, no written or recorded statements have been taken of this witness.

(n) WPDE ABC15  
c/o Wyche

Upon information and belief, no written or recorded statements have been taken of this witness.

(o) WWMB CW21  
c/o Wyche

Upon information and belief, no written or recorded statements have been taken of this witness.

(p) Sinclair Broadcast Group, Inc.  
c/o Wyche

Upon information and belief, no written or recorded statements have been taken of this witness.

(q) Howard Stirk Holdings  
c/o Wyche

Upon information and belief, no written or recorded statements have been taken of this witness.

(r) Cunningham Broadcasting Corporation  
c/o Wyche

Upon information and belief, no written or recorded statements have been taken of this witness.

(s) All witnesses listed or identified by any party

(t) All persons or entities mentioned or referenced by any party throughout the discovery process

2. Set forth a list of photographs, plats, sketches, correspondence, memos, reports, or other data or documents in possession of the Plaintiff or counsel that relate to the claim or the defense in the case.

**ANSWER:**

- Carolina's Got Talent Terms & Conditions**
- Carolina's Got Talent 9/22 Performing Group List**
- Carolina's Got Talent 9/29 Performing Group List**
- Carolina's Got Talent 10/13 Performing Group List**
- Carolina's Got Talent 10/20 Performing Group List**
- Carolina's Got Talent 10/27 Performing Group List**
- "Carolina Talent Text 1" between Plaintiff Luke Smith & Defendant Brantley**
- "Carolina Talent Text 2" between Plaintiff Luke Smith & Defendant Brantley**
- "Carolina Talent Text 3" between Plaintiff Luke Smith & Defendant Brantley**
- Correspondence to Plaintiff Caitlyn Burger dated 4/15/17**
- Correspondence to Plaintiff Jennifer Chichester dated 4/15/17**
- Correspondence to Plaintiff Luke Smith dated 2/20/17**
- Correspondence to Plaintiff Sania Williamson dated 4/15/17**
- Correspondence to Plaintiff Sania Williamson dated 2/20/17**
- Distribution Sheet #8990 dated 2/21/17**
- Distribution Sheet #8991 dated 2/21/17**
- Distribution Sheet #8994 dated 2/21/17**
- Distribution Sheet #89913 dated 3/9/17**
- Email to Defendant Brantley from Plaintiff Luke Smith dated 2/16/17**
- Email from Carolina's Got Talent TV dated 8/14/16**
- Email from Carolina's Got Talent TV dated 9/2/16**
- Email from Carolina's Got Talent TV dated 9/21/16**
- Email from Carolina's Got Talent TV dated 10/7/16**
- Email from Defendant Brantley dated 1/8/17**
- Email from Defendant Brantley dated 3/16/17**
- Email from Defendant Brantley dated 4/20/17**
- Email from Defendant Brantley dated 4/21/17**
- Email from Defendant Brantley dated 5/2/17**
- Email from Defendant Brantley dated 5/10/17**
- Email from Yvonne Cambpell dated 8/26/16**
- Email from Yvonne Cambpell dated 9/13/16**
- Email from Yvonne Cambpell dated 9/23/16**
- Email from Yvonne Cambpell dated 10/3/16**
- Email from Yvonne Cambpell dated 10/6/16**
- Email from Yvonne Cambpell dated 10/11/16**
- Email from Yvonne Cambpell dated 10/24/16**
- Email from Yvonne Cambpell dated 10/26/16**

**Email from Yvonne Cambpell dated 10/31/16  
Email from Yvonne Cambpell dated 11/2/16  
Email from Yvonne Cambpell dated 11/28/16  
Email from Yvonne Cambpell dated 12/3/16  
Email from Yvonne Cambpell dated 12/4/16  
Email from Yvonne Cambpell dated 12/28/16  
Email from Yvonne Cambpell dated 12/29/16  
Email from Yvonne Cambpell dated 1/7/17  
Email from Yvonne Cambpell dated 1/18/17  
Email from Yvonne Cambpell dated 1/23/17  
Email from Yvonne Cambpell dated 1/30/17  
Email from Yvonne Cambpell dated 2/16/17  
Email from Yvonne Cambpell dated 2/21/17  
Email from Yvonne Cambpell dated 3/3/17  
Email from Yvonne Cambpell dated 3/15/17  
Independent Contractor Agreement  
Scholarship Award Certificate to Plaintiff Jennifer Chichester  
Scholarship Award Certificate to Plaintiff Jenna Grace Singleton  
“Thanks-Giving Day” show flyer  
“Welcome to Round Two” flyer**

3. Set forth the names and address of all providers of insurance with coverage relating to the damages alleged, and set forth the number or numbers of the policies involved, the policy holder, and the deductible amount(s) of each policy.

**ANSWER:           Company:    SC Municipal Insurance and Risk Financing Fund  
                          Insured:    City of Georgetown  
                          Claim No:   SF-17-0779-0001  
  SF-17-0779-0002  
  SF-17-0779-0003  
  SF-17-0779-0004**

4. List the names and addresses of any expert witnesses whom the Plaintiff or counsel proposes to use in the trial of the case.

**ANSWER:           None at this time but the Plaintiff reserves the right to do so as the case develops and information becomes available.**

5. For each person known to the Plaintiff or counsel to be a witness concerning any facts of this case, set forth either a summary sufficient to inform of the important facts known to or

observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

**ANSWER: (a) Luke Smith**

**Plaintiff Luke Smith will testify in connection with the personal knowledge as to the incident in question.**

**(b) Erica Smith**

**Plaintiff Erica Smith will testify in connection with the personal knowledge as to the incident in question.**

**(c) Shawonnah Davis**

**Plaintiff Shawonnah Davis will testify in connection with the personal knowledge as to the incident in question.**

**(e) Edison Chichester**

**Plaintiff Edison Chichester will testify in connection with the personal knowledge as to the incident in question.**

**(f) Jenna Grace Singleton**

**Plaintiff Jenna Grace Singleton will testify in connection with the personal knowledge as to the incident in question.**

**(g) Dale Singleton**

**Plaintiff Dale Singleton will testify in connection with the personal knowledge as to the incident in question.**

**(h) Carolina's Got Talent**

**It is assumed Defendant Carolina's Got Talent will testify in connection as to their knowledge of the incident in question.**

**(i) Wardell Brantley**

**It is assumed Defendant Wardell Brantley will testify in connection as to his knowledge of the incident in question.**

**(j) SC Media Arts Academy**

**It is assumed Defendant SC Media Arts Academy will testify in connection as to their knowledge of the incident in question.**

**(k) Winyah Auditorium**

**It is assumed Defendant Winyah Auditorium will testify in connection as to their knowledge of the incident in question.**

**(l) City of Georgetown**

**It is assumed Defendant City of Georgetown will testify in connection as to their knowledge of the incident in question.**

**(m) County of Georgetown**

**It is assumed Defendant County of Georgetown will testify in connection as to their knowledge of the incident in question.**

**(n) WPDE ABC15**

**It is assumed Defendant WPDE ABC15 will testify in connection as to their knowledge of the incident in question.**

**(o) WWMB CW21**

**It is assumed Defendant WWMB CW21 will testify in connection as to their knowledge of the incident in question.**

**(p) Sinclair Broadcast Group, Inc.**

**It is assumed Defendant Sinclair Broadcasting Group, Inc. will testify in connection as to their knowledge of the incident in question.**

**(q) Howard Stirk Holdings**

**It is assumed Defendant Howard Stirk Holdings will testify in connection as to their knowledge of the incident in question.**

**(r) Cunningham Broadcasting Corporation**

**It is assumed Defendant Cunningham Broadcasting Corporation will testify in connection as to their knowledge of the incident in question.**

6. Provide an itemized list of what place or position each Plaintiff won in the competition, what the corresponding prize was, and reference what documentation or individual gave them this belief.

|                |   |   |
|----------------|---|---|
| <b>ANSWER:</b> | <b>Luke M. Smith, Winner:</b>           | <b>\$6,000 (Distribution Sheet #8991)</b>                 |
|                |   | <b>\$10,000 (Distribution Sheet #8990)</b>                |
|                | <b>Sania Williamson, Finalist:</b>      | <b>\$3,600 (Distribution Sheet #8994)</b>                 |
|                | <b>Jenna Grace Singleton, Finalist:</b> | <b>\$6,000 (Distribution Sheet #89913)</b>                |
|                | <b>Caitlyn Burger:</b>                  | <b>\$3,600 (Terms &amp; Conditions signed on 3/16/17)</b> |
|                | <b>Jennifer Chichester:</b>             | <b>Plaintiff to supplement response</b>                   |

7. Identify any and all individuals from Georgetown County whom the Plaintiffs communicated with by any means and what statements they made which were relied upon by the parties when entering the competition.

**ANSWER: None know at this time.**

**s/J. Dwight Hudson, Esq.**  
J. Dwight Hudson, Esquire  
SC Bar # 2753  
Hudson & Graham Law Offices  
PO Box 70218  
Myrtle Beach, SC 29572  
(843) 692-9889  
*Attorney for Plaintiffs*

Myrtle Beach, South Carolina

Date: June 4, 2019

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

AFFIDAVIT OF WESLEY P. BRYANT

In the State of South Carolina, County of Georgetown, Wesley P. Bryant, being duly sworn, deposes and says that:

1. I, Wesley P. Bryant, make the following statements on my free will, under no outside coercion or duress, and of sound mind and body.
2. I have been employed as the Georgetown County Attorney for approximately 12 years.
3. My current job duties promote my involvement with all County real estate holdings and all County contracts and agreements.
4. I am aware of the Winyah Auditorium facility located in the City of Georgetown.
5. I have no knowledge of Georgetown County, a body politic and my client, possessing any ownership, right, or title to the Winyah Auditorium.
6. I am aware of the Carolina's Got Talent contest from local media reporting.
7. I have no knowledge of Georgetown County being a party to any agreement or partnership with an entity producing a contest called Carolina's Got Talent, or the contest itself, at the Winyah Auditorium facility.
8. Further, it is my personal knowledge that Georgetown County did not sponsor, offer funding, or participate in any manner with the Carolina's Got Talent contest.
9. It is my personal knowledge that Georgetown County has no legally identifiable interest in either the Winyah Auditorium facility or the Carolina's Got Talent contest.

Further Affiant Sayeth Not.

In witness whereof he has hereto set his hand and seal this 20th day of June, 2019.



\_\_\_\_\_  
Wesley P. Bryant, Esq.  
Georgetown County Attorney

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

I, Ollie N. Lewis, a Notary Public for the State of South Carolina, hereby certify that Wesley P. Bryant personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the 20th day of June, 2019.

*Ollie N. Lewis*  
Notary Public for South Carolina

My Commission expires: *12/22/2025*



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
  
C.A. NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15, )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )  
\_\_\_\_\_ )

**Plaintiffs Motion For Reconsideration  
And/Or To Alter/Amend and/or For  
Relief From Judgment & Memorandum  
Supporting The Same**

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for the Plaintiffs, hereby moves the Court, pursuant to South Carolina Law, the South Carolina Rules of Civil Procedure and Rules 59 and 60, *SCRCP* as follows:

- (1) For an Order granting relief from and/or altering/amending/reconsidering its prior “Order Granting Georgetown County’s Motion For Summary Judgment” in this case, a copy of which is attached hereto as **EXHIBIT 1**, and which is incorporated herein by reference; and
- (2) For due process as to the consideration of this motion by the Court setting oral argument of the same.

A copy of the Order at issue is attached hereto and incorporated by reference herein, the same being e-filed on July 30, 2019.

The grounds for this Motion are as follows:

- 1. The Order Errs In Failing To Find & Consider The Facts Correctly:** The Order finds as fact that the Plaintiffs allege claims arising from “the failure to award prizes promised by Defendants Carolina’s Got Talent and Wardell Brantley.” This is both incorrect and incomplete.
- 2. The Order Fails To Consider Facts Alleged In The Complaint:** The Order does not mention, reference or consider the complicated relationship between Brantley, Winyah and the City and County of Georgetown. It does not mention that Brantley was a former employee of Winyah who worked closely and was well-known by Winyah and the City and County. The Order does not even mention that Brantley was charged criminally for the fraudulent manner in which he ran the competition, lured in contestants, made promises of scholarships, money and future career opportunities to induce young people to spend time and money traveling to, practicing for, and participating in the competition. The Order Fails to mention, consider or find that given their history, Winyah and the City and County knew or should have known, prior to the competition, that Brantley had a criminal record. The Order fails to mention, consider or find that the City and County of Georgetown have and had roles in creating, sponsoring, supporting and controlling Winyah. Essentially, the Order fails to consider any allegations in the Complaint.
- 3. The Order Fails To Consider, Errs In Failing To Properly Consider & Errs in Misconstruing The Affidavits of Smith & Burger:** The Order barely mentions the Affidavits of Erica Smith and Peggy Burger, Plaintiffs and parents of two of the winning contestants. When the Order does mention the Affidavits, it is to say that they allege that Georgetown County is liable because of grants given to Winyah. That is incomplete, inaccurate, and wrong. The Affidavits, which are attached hereto as **EXHIBIT 2**, and are incorporated herein by reference, the annual funding by Georgetown County of Winyah, note that the Plaintiffs were

induced to enter the competition because of the association between Georgetown County and Winyah, note that Brantley was a former director of Winyah, note that after Brantley's crimes were discovered that the County paused its funding of Winyah and conducted a full financial audit of the auditorium, note that Winyah's webpage publicly represents and affirms that the County of Georgetown helped to fund the renovation to reopen Winyah, that grants from the County continue to fund Winyah and that while Brantley was director of Winyah, his salary was paid, in part, by funding from Georgetown County.

**4. The Order Errs In Granting Summary Judgment Since There Is a Genuine Issue Of Material Facts As To Georgetown County's Relationship, Connection, Control, Sponsorship & Association With Winyah & Events Held At Winyah:** The Complaint raises allegations supporting the County's relationship, connection, control & sponsorship of Winyah and of events held at Winyah and these allegations were supported by Affidavits from Burger and Smith. The County denies having any control over or legal association with Winyah and supports that with an Affidavit from County Attorney Wesley Bryant. The Plaintiff's allegations of the relationship and control by the County over Winyah arise from historical relationships, the representations of Winyah and authority of the County or apparent authority based on the relationships and representations, as well as from the County funding grants to Winyah. These conflicts raise genuine issues of material facts such that the grant of Summary Judgment was erroneous.

**5. The Order Credits Georgetown County's Unreasonable Reliance And Fails To Credit The Plaintiffs' Reasonable Reliance:** The Order supports the County's reliance on the Plaintiffs' discovery responses stating that they had no direct contact with the County as being proof that the County had no connection with the competition and, therefore, no duty to the contestants. This finding and ruling ignores the Complaint and Plaintiff's Affidavits, and fails to consider the importance of Winyah's public representations that it had an association and affiliation with the County. The County never acted to have Winyah take these claims off of its webpage, thus endorsing Winyah's representations of an association. Given those representations and the history whereby the County helped to create and funds events at Winyah, the County has a duty to participants in those events to monitor, and oversee the same. The existence of that duty is bolstered by the fact that Brantley was a former director of Winyah, and that, as such, Winyah, the City and the County knew or should have known of

his prior criminal history, and should have refused to rent or support the competition whereby Brantley would be luring competitors, in part, through his relationships with these parties.

**6. The Order Errs In Finding That Sovereign Immunity Applies and That Georgetown County Did Not Owe a Legal Duty To The Plaintiffs:** The Order cites *Repko v. Cnty of Georgetown*, 424 SC 494, 818 SE2d 743 (2018) as supporting the lack of duty in this case. *Repko* involved a lawsuit by a homeowner in a subdivision that arose after the County refused a Letter of Credit (LOC) from a second developer that had requested release of funds so that it could complete infrastructure in the subdivision. *Id* The case was tried and the trial court granted a directed verdict in the County's favor on five grounds. Then it was appealed and the Court of Appeals reversed the trial court on a number of grounds. The Supreme Court took *cert.* and reversed the Court of Appeals, reinstating the trial court's directed verdict on the grounds of sovereign immunity. The Plaintiff's appeal was that although the gross negligence standard was not contained in the exception to sovereign immunity at issue in that case that the standard should be read into all exceptions.

Citing *Chakrabarti v. City of Orangeburg* (403 SC 308, 743 SE2d 109 (Ct. App. 2013), the Supreme Court held that when an exception containing the gross negligence standard applies to a case, that the standard is read into any other applicable exception. In this case, the Order finds that 15-78-60(2)) is the waiver of sovereign immunity exception that applies in this case, and that the County is not liable for the act or omission of a person other than an employee, including the criminal acts of a third person. While that section does not contain the gross negligence standard, 15-78-60(12) relates to the licensing and permitting authority of a government entity, including the powers of approval, registration or similar authority, and that section applies to this case and it does contain a gross negligence standard. Therefore, under *Repko* and *Chakrabarti*, the gross negligence standard must be read into the standard the Court found applicable in this case (15-78-60(2)) and when that standard is read into the licensing powers standard, the gross negligence principals apply to this case.

The Court also erred in finding that Georgetown County owed no legal duty to the Plaintiffs. It focused solely on the facts that the Plaintiffs didn't speak directly to the County and that the County pays out tax funds to Winyah and held that without direct contact, the payment of tax funds did not create a duty. The Court accepted without analysis or verification (1) that the tax funds used to renovate and support Winyah all came from accommodations tax

funds; (2) that use of the tax funds to renovate, control and support Winyah created no duty; and (2) that no other source of duty was alleged by the Plaintiffs. All of these conclusions are in error.

The Plaintiffs' Affidavits do allege that Georgetown County's use of public funds to renovate, run and support Winyah creates a duty. And Plaintiffs' Complaint alleges that the actual and apparent relationship between the County and Winyah created a duty. As Plaintiffs' Affidavits testify, Winyah's webpage holds Winyah out as being supported by the County and represents that Winyah exists by virtue of a partnership between the public, the City and the County. The County's money helped create the venue and continues to help run the venue. At one time, the County's money helped to pay former Winyah director Wardell Brantley. There is no dispute that funding an auditorium is a public purpose. *Ashmore et. al. v. Greater Gr'ville Sewer D. et al*, 211 SC 77, 44 SE2d 88 (1947)

A similar case to this one also arises out of the publicly funded Greenville Memorial Auditorium referenced by the Court in *Ashmore*. The rock band "Loverboy" was performing at the Greenville Auditorium before a crowd of over 6,000 people monitored and controlled by only 14 security guards. During the concert one patron threw a bottle, injuring another. Suit was filed and trial was held. The Court declined to direct a verdict and the jury returned a verdict of 12K for the Plaintiff. The County appealed claiming that it was not liable because (1) The event was not foreseeable because no patron had ever thrown a bottle to cause an injury before, so the Trial Court erred by not directing a verdict; and (2) The Trial Court erred in not dismissing the case based on *SC Code Ann. §15-78-60(20)*. *Greenville Memorial Auditorium v. Martin*, 301 SC 242, 391 SE2d 546 (1990).

As to foreseeability, the Court said that it was not necessary that the County anticipated the exact event that occurred. It was sufficient if the County should have foreseen that their negligence would probably cause injury to someone. Under the facts, deposition and trial testimony showed that the crowd was rowdy, pushing and shoving as they drank alcohol from glass bottles and smoked marijuana. The respondent/plaintiff testified that he didn't see the guards acting to stop the behavior and the head of security admitted that there was a greater potential for problems when rock groups like "Loverboy" performed. The Court held that viewing the evidence in the light most favorable to the respondent/plaintiff, there was ample

evidence to find the injuries foreseeable and the County liable, so the Court did not err in submitting the case to the jury.

As to the Trial Court's failure to dismiss based on *SC Code Ann. §15-78-60(20)*, the Supreme Court noted that this is the Tort Claims Act exception that shields a governmental entity from liability for the act or omission of a person other than an employee, including the criminal act of a third party. The Supreme Court found that the Plaintiff's Complaint didn't claim that the County was liable because a patron threw a bottle, it alleged that the County was liable for failing to properly secure and maintain the event. *Greenville Memorial v. Martin*. The Supreme Court held that the Trial Court did not err in failing to grant the pre-trial Motion to Dismiss, saying as follows:

Appellant (County) cannot successfully defend that respondent's injuries were caused by the wrongful criminal act of a third party, where the very basis upon which appellant is claimed to be negligent is that appellant created a reasonably foreseeable risk of such third party conduct. Consequently the trial judge did not err in refusing to dismiss the action.  
*Id at p 247*

In the present case, Plaintiffs make exactly the same claim that the Supreme Court upheld against the same type of County entity. Plaintiffs claim that the County, directly and by its agents, created a reasonably foreseeable risk of the criminal conduct by Brantley. After all, Brantley had a prior criminal record, and he was the prior director of Winyah. Under these facts, by hosting the event at Winyah, the City, County, and the auditorium created the reasonably foreseeable risk of the harm that the Plaintiff's suffered.

This Court's Order erred in holding that there was no duty and that the County was immune under *SC Code Ann. §15-78-60(20)*.

**6. The Court's Order Errs In Granting Summary Judgment To The County, Especially Prior To Discovery Being Completed and Prior to Trial, Because This Case Presents Novel Facts And Theories, And The Court Had Insufficient Evidence And Testimony At This Stage To Evaluate the Complex Relationship Between Winyah, the City And The County:** This Court granted the County's Summary Judgment Motion based on the County's Affidavit, a misreading of the Plaintiffs' Affidavits, and by failing to consider the Plaintiff's

Complaint, all as discussed above. Important questions of novel impression should not be decided until they are fully developed by the parties, particularly if the underlying facts are in dispute. *Jackson v. Atlantic Soft Drink Co. Inc.*, 286 SC 577, 336 SE2d (1985); *Madison v. American Home Products Corp.*, 358 SC 449, 595 SE2d 493 (2004); *McCall v. Batson*, 285 SC 243, 329 SE2d 741 (1985).

Here, there are important issues of novel impression. Even the County acknowledges the lack of prior South Carolina cases in dealing with issues arising from a talent competition like this one. This case is rendered more novel and complex by the prior history with Brantley as the former director of Winyah, the presently unknown legal involvement of the City and County with the creation and control of Winyah, and as to Winyah's agency relationship with the City and County, particularly given Winyah's public representations on its webpage which neither the City nor County has (apparently) demanded by altered/amended or taken down. Discovery is not complete in this case as none of the Defendants have given depositions which are presently in the process of being scheduled.

Given the interplay of the novel issues with the Tort Claims Act and the lack of discovery, depositions and trial testimony, the Order erred in granting Summary Judgment to Georgetown County.

**7. The Order Fails To Properly Apply The Summary Judgment Standard:** The Court's Order neither includes nor applies the Summary Judgment standard. That standard is as follows:

Summary judgment is appropriate where there is no genuine issue of material fact and it is clear the moving party is entitled to a judgment as a matter of law. Rule 56(c), SCRCP. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994).

Here, there are genuine issues of material fact and it is clear that Georgetown County is not entitled to judgment as a matter of law. Further, the Order views the evidence in the light most favorable to the County, rather than the Plaintiff, it fails to consider the

allegations in the Complaint, and misconstrues/fails to consider most of the Affidavits of Smith and Burger.

Genuine issues of material fact exist, including, but not limited to, the following: the legal relationship between Winyah, the City and the County, the present and former relationship of these parties with Wardell Brantley, the partnership between these entities and members of the public as represented on Winyah's webpage, the agency or apparent agency between the parties, the source of funds supporting Winyah, the control of the City and County over Winyah, and the consideration given to allowing this event given these parties prior knowledge of Brantley, his job performance, and his criminal record.

**8. The Order Errs In Failing To Consider Claims Made In The Complaint.** Plaintiff's Complaint raises claims against all defendants, including Winyah, the City and the County for all of the following: Negligence, Negligent Misrepresentation, Unfair & Deceptive Trade Practice, Aiding & Abetting all of the following - Conspiracy, Conversion, Breach of the Covenants Of Good Faith & Fair Dealing, Breach of Contract, and Breach Of Contract Accompanied by Fraudulent Acts. The Court's Order errs and deals only with duty, negligence, and the Tort Claims Act, and it fails to discuss, consider or rule upon the other claims raised by the Plaintiffs.

**9. Due Process And The Interests Of Justice Are Not Served By The Grant Of Summary Judgment:** In this case, given these facts, and the interests of the public, it was error to grant Summary Judgment. Winyah exists because of the partnership between the public, the City and the County. Given that all of these entities had a former employment or agency relationship with Brantley as the prior director of Winyah, they knew or should have known of his criminal history, and may have known of his financial issues. Armed with this knowledge, these parties should not have hosted the Carolina's Got Talent Competition at Winyah. In doing so, Winyah, the City and the County vouched for the integrity of Brantley and this competition, and lured the Plaintiffs to spend their time, talents, money, efforts, hopes and dreams on a competition that they knew, or should have known, was fraudulent.

This Motion will be based upon the record in this cause, including the Memorandum of the Plaintiff which this Motion specifically moves for and/or reserves the right to submit, upon the

oral argument of this motion which this Motion specifically moves for and/or reserves the right to, and upon the case law and statutory law of the State of South Carolina as well as upon such other and further evidence or Affidavits as may be hereafter submitted.

**Respectfully submitted this the 9<sup>th</sup> day of August, 2019.**

*/s/ J. Dwight Hudson, Esq.*

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SC Bar # 2753  
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*Attorney For: Plaintiffs*

Dated: August 9, 2019

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger,  
individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis individually  
and as Guardian ad Litem for Sania Williams,  
Edison Chichester individually and as  
Guardian ad Litem for Jennifer Chichester,  
Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium City of Georgetown, County of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting  
Corporation,

Defendants,

**ORDER GRANTING  
GEORGETOWN COUNTY'S  
MOTION FOR SUMMARY  
JUDGMENT**

This matter comes before the Court on Defendant Georgetown County's Motion for Summary Judgment. A formal hearing was held Friday July 26, 2019 in the Georgetown County Courthouse. Present at the hearing were Attorney J. Dwight Hudson representing the Plaintiffs and Attorney Michael W. Battle representing Defendant Georgetown County.

Plaintiffs have filed the above captioned lawsuit against Defendant Georgetown County (County) and several other Defendants alleging claims arising from the failure to award prizes promised by Defendants Carolina's Got Talent and Wardell Brantley. Georgetown County moved for summary judgment on the grounds that it has no connection, control, sponsorship or association with Winyah Auditorium or any of the other Defendants in connection with the Carolina's Got Talent contest. Georgetown County also moved for summary judgment on the additional ground that it is immune from suit under the South Carolina Tort Claims

Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not limited to the criminal actions of third persons.

Georgetown County's motion was supported by the Affidavit of Georgetown County Attorney Wesley Bryant who stated Georgetown County had no legal affiliation with Winyah Auditorium, Carolina's Got Talent or the producers for the talent contest. Georgetown County also relied upon Plaintiffs' admission in their answers to interrogatories that they do not know of any communications between them and any individual from the County which they relied upon when entering the Carolina's Got Talent contest. Georgetown County contends it had no connection with the contest in question, and therefore it did not owe a legal duty to the Plaintiffs which would create liability for the Georgetown County. See *Repko v. Cty. of Georgetown*, 424 S.C. 494, 818 S.E.2d 743 (2018).

Plaintiffs submitted affidavits claiming that Georgetown County was affiliated with Carolina's Got Talent because Georgetown County made grants to Defendant Winyah Auditorium where the contest Carolina's Got Talent was held. Georgetown County does not dispute that it has made Accommodations Tax grants in support of Winyah Auditorium which is owned and operated by a private nonprofit corporation. Plaintiffs claim that such grants which are public knowledge are sufficient to create a duty requiring Georgetown County to investigate the background of the events which are held in Winyah Auditorium.

The Court is not aware of any legal authority that supports Plaintiffs' claim that Georgetown County had a legal duty to Plaintiffs under the facts of the case. Plaintiffs' counsel has not presented any such legal authority to the Court. Therefore, because Georgetown County does not owe a legal duty to Plaintiffs, the private causes of action of Plaintiffs against Georgetown County should be dismissed. *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 502 S.E.2d 78 (1998) (a plaintiff must establish duty, breach, causation, and damages.); *Summers v. Harrison Constr.*, 298 S.C. 451, 455, 381 S.E.2d 493, 495 (Ct. App. 1989) ("If any of these elements is absent a claim is not stated.");

In addition, under the South Carolina Tort Claims Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not

limited to the criminal actions of third persons. Plaintiff seek to make Defendant Georgetown County for the acts of Defendant Wardell Brantley and/or Defendant S.C. Media Arts Academy and possibly other defendants. Those entities are not employees or agents of Georgetown County. Plaintiffs answers to interrogatories state they are not aware of any employee of Georgetown County who made any representations or performed any acts which Plaintiffs relied upon in connection with the contest. Defendant Georgetown Count is immune from tort liability for the acts of third parties. *S.C. Code Ann. §15-78-60 (20)*.

Now therefore, for the reasons stated above, Plaintiffs claims against Defendant Georgetown County are hereby dismissed with prejudice and Defendant Georgetown County's motion for summary judgment is hereby granted. IT IS SO ORDERED.

*S/ Benjamin H. Culbertson*  
Hon. Benjamin H. Culbertson  
Judge Georgetown County Court of  
Common Pleas

July 26, 2019



Georgetown Common Pleas

**Case Caption:** Luke M Smith , plaintiff, et al VS Carolinas Got Talent , defendant,  
et al  
**Case Number:** 2018CP2200456  
**Type:** Order/Summary Judgment

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
C.A. NO.: 2018CP2200456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

**AFFIDAVIT Of ERICA SMITH**

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15, )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )

PERSONALLY APPEARED BEFORE ME the undersigned, who, having been first duly  
sworn, deposes and states as follows:

1. She is Erica Smith, the Mother of former Carolina's Got Talent contestant and contest winner, Luke Smith.
2. Our decision for Luke Smith to participate in the contest "Carolina's Got Talent" was affected by several factors that we believed to make it a sound, legitimate contest. One of those was the historic Winyah Auditorium, in which the event was being held. Our research showed that it was sponsored by the City and County of Georgetown. The website tab "About us" quotes that:

“ The Historic Winyah Auditorium is a 501(3)c non-profit, run by an all volunteer Board of Directors, a part-time Managing Director and folks from the community who serve on our working committees. We all come from diverse backgrounds, having had careers in health care, public service, education, banking, and various businesses. What we have in common is our passion for the performing arts, and the commitment to bring more of the arts to Georgetown.

**Programs and events at the Winyah are supported by grants from the City and County of Georgetown,** by individual and family memberships, by sponsorships from generous individual donors, and by local businesses and organizations.”

**“For a number of years, the City of Georgetown used the space for offices”**

**“Two and a half decades later, a group of devoted citizens, along with the City and County of Georgetown, came together to raise enough money to restore the neglected building and the auditorium.”**

3. The involvement that we believed Georgetown to have in the auditorium along with the fact that Wardell Brantley was the Managing Director, receiving a salary - paid by the supporting funds from Georgetown was a huge contributing factor in participating in the contest.

4. We do feel that the county “vouched” for the event as Mayor Jack Scovill was an honored guest at one of the events. He was announced as “being with us tonight” and was given the mic to address the contestants and audience. Also, in the advertisement of the event a sponsors sheet was provided and included as sponsors were the following: Winyah Auditorium, Georgetown City and County & Georgetown Sheriff’s Department.

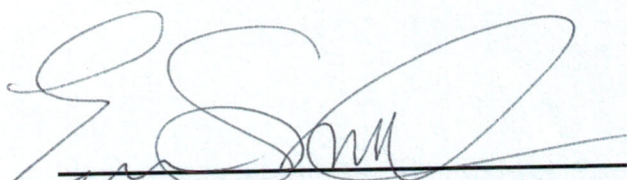
5. At the end of the contest when the money was not awarded, I contacted the Mayor;s office. I wasn’t able to speak to him directly that day as he was out of the office and I left a voice mail. He emailed in response that he would call Brantley and look into the situation. The next day

Brantley called me in panic mode, stating that he did not need me calling local officials because it would affect the sponsorship monies we were supposed to be receiving. He told me that he now had to go and meet with the Mayor. A few days later, I was contacted by the City Administrator, Paul Gardner, who was stepping in to help with the Mayor's role due to the unexpected death of his son. Mr. Gardner was extremely concerned with this issue and immediately called for an investigation. The investigation reported Brantley was writing checks to himself from the Winyah Auditorium and depositing them into his personal account. Mr. Gardner explained to me that they had a significant interest in the finances and management of the auditorium due to the \$35,000.00 yearly funding the City gives to them.

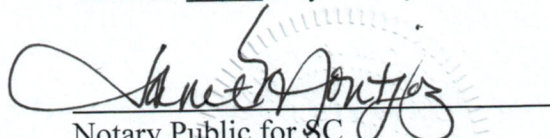
6. Funds and grants from the City and County of Georgetown support Winyah and events held there, support the salary of the director of Winyah and, for a time, supported Wardell Brantley's salary directly. The City and County were involved in rebuilding and restoring Winyah to make events like Carolina's Got Talent possible.

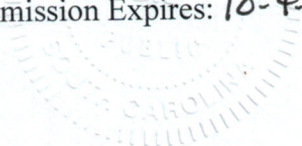
7. On behalf of myself and my son, I ask that the Court deny any Motions to Dismiss or for Summary Judgment to the City or County of Georgetown. Their support of Winyah and events at Winyah indicated to me that they supported and vouched for the legitimacy of the Carolina's Got Talent Competition, and its organizer, Wardell Brantley.

**Further, deponent sayeth not.**

  
ERICA SMITH

Sworn To & Subscribed Before  
Me This 16 Day of July, 2019

  
Notary Public for SC  
My Commission Expires: 10-4-26



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
C.A. NO.: 2018CP2200456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

**AFFIDAVIT Of PEGGY BURGER**

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15, )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )

PERSONALLY APPEARED BEFORE ME the undersigned, who, having been first duly sworn, deposes and states as follows:

1. She is Peggy Burger, the Mother of former Carolina's Got Talent contestant Caitlyn Burger.
2. We entered the contest to further my daughter's singing career.
3. We felt confident that the contest was legitimate based on Wardell Brantley's position or former position as director of Winyah Auditorium and on him seeming to be well known in the Georgetown area. He had local radio personalities as emcees and judges and a local TV celebrity made an appearance at one of the final episodes. I believe that the Mayor of Georgetown also attended one or two of the episodes.

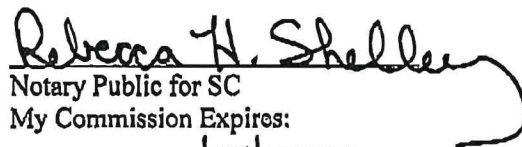
4. The contest took a large amount of time, and required practice, costumes, etc. We also decided to participate and to continue to participate, devoting time and resources to the effort, based on Winyah being a historic building with events supported, in part, by annual funding from the City and County of Georgetown.
5. Based on the enclosed articles from the *South Strand News*, I understand that the City/County funding "paused" after Wardell Brantley committed fraud and embezzlement in connection with this contest and that they performed an audit of Winyah's finances during this period. I also understand that the City/County funding of Winyah and events at the auditorium has resumed.
6. Winyah's enclosed webpage confirms and represents that it is financially supported by the City and County of Georgetown.
7. The involvement of Winyah and the involvement and support of the City and County of Georgetown affirmed the credibility of the contest to me and my daughter and was part of the reason that my daughter entered and/or continued with the competition, and was part of the reason that I decided to use my family's time and resources to support Caitlyn's participation in the Carolina's Got Talent Competition.
8. On behalf of myself and my daughter, I ask that the Court deny any Motions to Dismiss or for Summary Judgment to the City or County of Georgetown. Their support of Winyah and events at Winyah indicated to me that they supported and vouched for the legitimacy of the Carolina's Got Talent Competition, and its organizer, Wardell Brantley.

Further, deponent sayeth not.



PEGGY BURGER, Individually And As  
Guardian Ad Litem for Caitlyn Burger

Sworn To & Subscribed Before  
Me This 18<sup>th</sup> Day of July, 2019

  
 Notary Public for SC  
 My Commission Expires:  
 01/24/2027



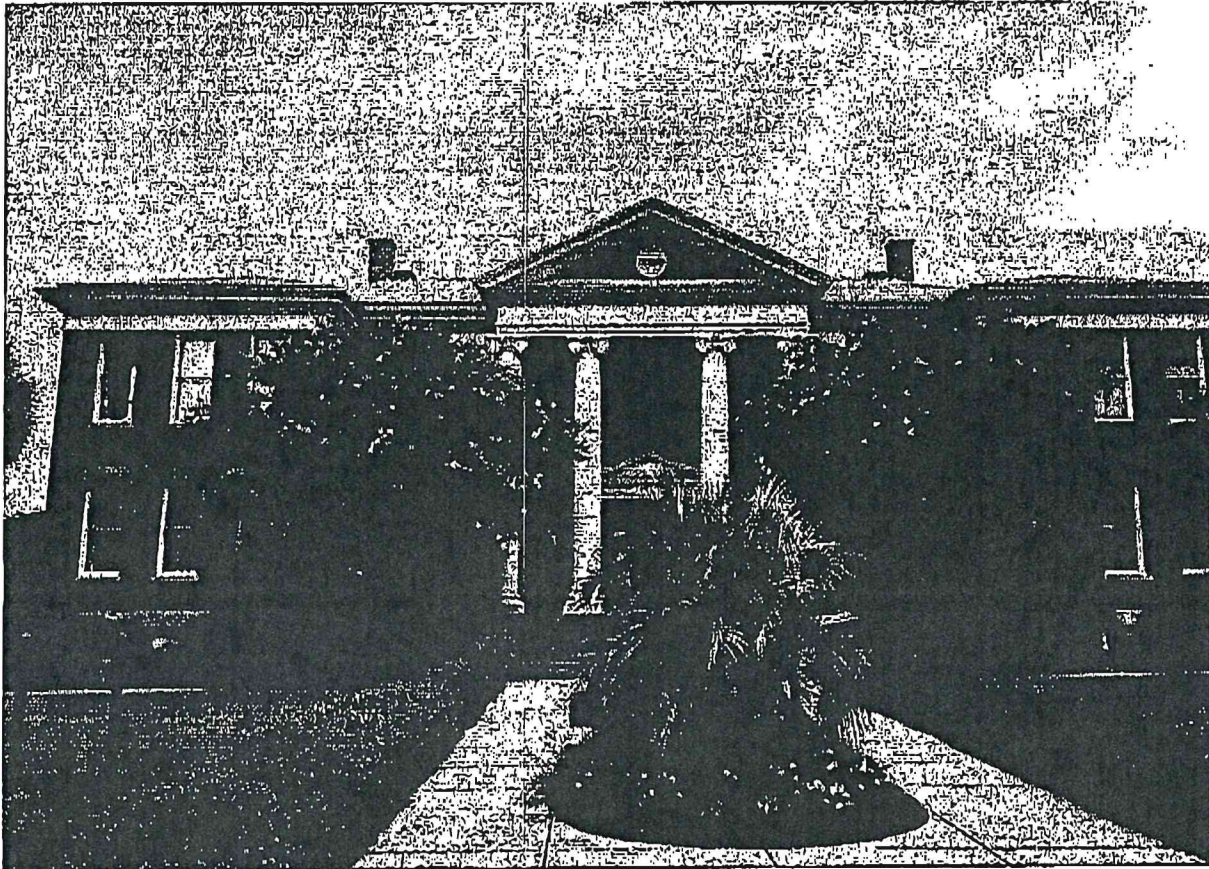
7/19/2019

Georgetown to withhold funding for Winyah Auditorium | News | southstrandnews.com

[https://www.southstrandnews.com/news/georgetown-to-withhold-funding-for-winyah-auditorium/article\\_a366479c-72fb-11e8-ab04-5b0e7467da98.html](https://www.southstrandnews.com/news/georgetown-to-withhold-funding-for-winyah-auditorium/article_a366479c-72fb-11e8-ab04-5b0e7467da98.html)

## Georgetown to withhold funding for Winyah Auditorium

By David Purtell [dpurte@southstrandnews.com](mailto:dpurte@southstrandnews.com) Jun 19, 2018



The city of Georgetown plans to withhold funding for the Winyah Auditorium until City Council can review the findings of a financial audit of the organization.

Buy Now

David Purtell/South Strand News

Georgetown City Council is set to hold the final vote on the city's 2018-2019 fiscal budget during Thursday's regular meeting.

The vote will follow a public hearing on the proposed budget ordinance, which takes effect July 1.

City staff have made one change since council's first vote on the budget ordinance in May, and that change has pushed total spending in slightly above \$33 million.

7/16/2019

Georgetown to withhold funding for Winyah Auditorium | News | southstrandnews.com

The change moves \$125,000 from the city's fund balance into the general fund for the new budget. That money is replacing \$125,000 the city was planning to take from a \$2.25 million settlement over a lawsuit involving damage to City Hall. The \$125,000 is for legal expenses relating to the lawsuit and for paying the lease on the building the city's been using since City Hall was vacated nearly two years ago.

Now that the city has decided to demolish and rebuild City Hall, city officials want all of the settlement funds to go toward that project.

The new budget includes a 1.5 percent increase to the city's water and sewer rates, but there is no property tax increase.

The new budget will also include funding for Winyah Auditorium, which the city routinely provides for, but the city will not release those funds until City Council decides whether to do so.

The situation stems from May 2017 when the auditorium's former director, Wardell Brantley Jr., was arrested on fraud and embezzlement charges relating to a his Carolina's Got Talent show held at the auditorium -- police said Brantley didn't pay winning contestants their reward money.

After news broke about the charges, the city's former administrator, Paul Gardner, told the auditorium's board of directors a financial audit of the organization should be conducted. The city has been withholding funds for the organization ever since -- \$35,000 has not been released as part of the 2017-2018 budget. And \$25,000 is slated for the auditorium in the new budget.

Initially, auditorium officials decided against conducting the forensic audit. But during a budget workshop in May, City Council made it clear that the funding would not be released until the audit is complete. Now, the organization is the process of beginning the audit, city Finance Director Debra Blvens told council during a workshop on June 12.

The embezzlement and fraud charges against Brantley are still pending. And last month, a lawsuit filed by contestants in Carolina's Got Talent named the city, as well as Georgetown County, as defendants. Several defendants are named in the suit, including Brantley and the auditorium.

The lawsuit was mentioned during council's workshop last week as Mayor Brendon Barber said council members have concerns about it.

Georgetown City Council meets at 5:30 p.m. in municipal court at the Police Department on Highmarket Street.

7/16/2019

Georgetown to withhold funding for Winyah Auditorium | News | southstrandnews.com

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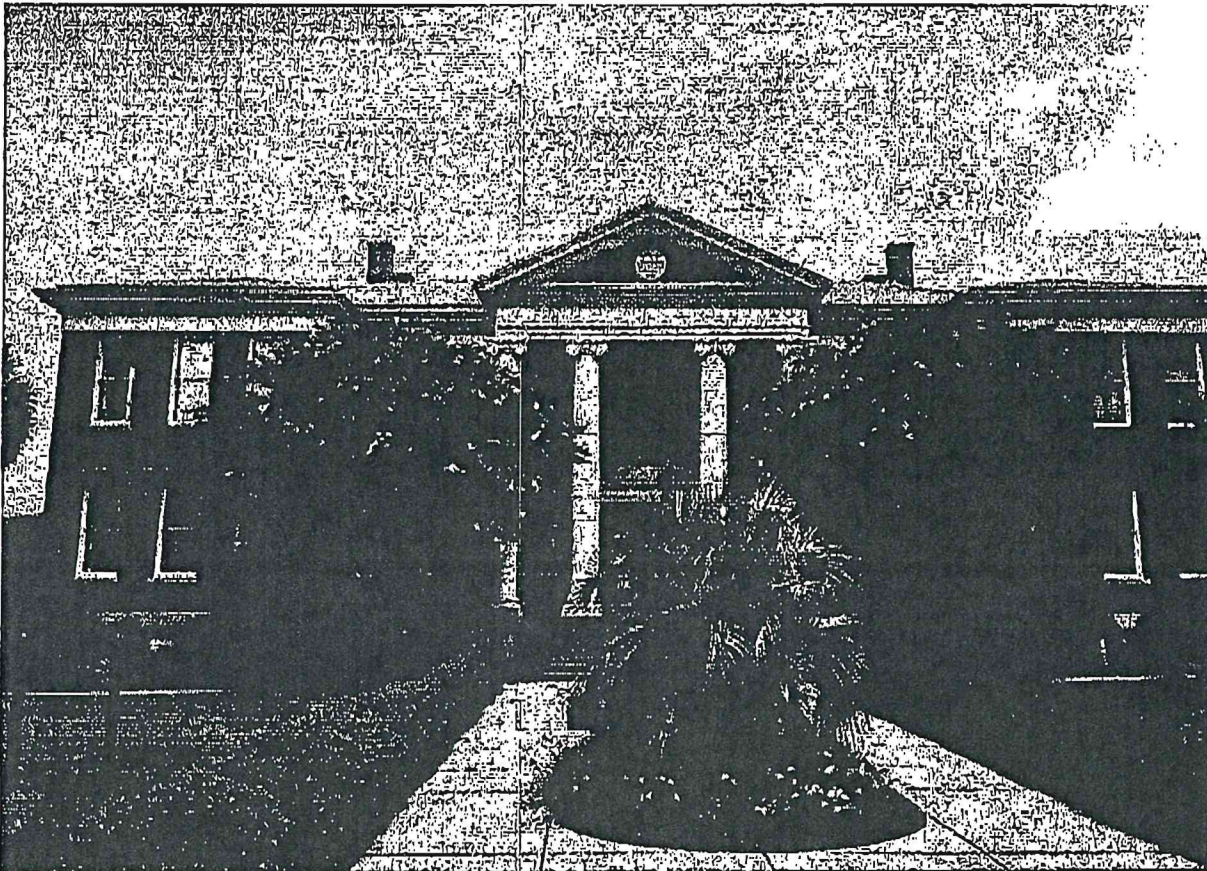
7/18/2019

City of Georgetown releases funding for Winyah Auditorium | News | southstrandnews.com

[https://www.southstrandnews.com/news/city-of-georgetown-releases-funding-for-winyah-auditorium/article\\_830710ae-1de5-11e9-9e23-47053fb56826.html](https://www.southstrandnews.com/news/city-of-georgetown-releases-funding-for-winyah-auditorium/article_830710ae-1de5-11e9-9e23-47053fb56826.html)

## City of Georgetown releases funding for Winyah Auditorium

By David Purtell [dpurtell@southstrandnews.com](mailto:dpurtell@southstrandnews.com) Jan 22, 2019



Winyah Auditorium in Georgetown.

File

Buy Now

The Winyah Auditorium is once again receiving funds from the city of Georgetown after money was withheld following the 2017 arrest of the auditorium's former director on charges of fraud and embezzlement.

City Council voted to release the funds during a regular meeting Jan. 17. The move came after the nonprofit board that oversees the auditorium made changes to its financial practices in the wake of the incident involving its former director.

7/18/2019

City of Georgetown releases funding for Winyah Auditorium | News | southstrandnews.com

In May 2017, Wardell Brantley Jr. was charged with embezzlement of public funds and breach of trust with fraudulent intent in connection to a talent show he produced. The show was held at Winyah Auditorium, where Brantley was the part-time director.

After Brantley's arrest, City Council chose not to release the \$35,000 it provides the auditorium annually. City officials said the auditorium's board needed to review its financial practices and conduct an internal audit. The city withheld the money throughout the 2017-18 fiscal year and into the current year.

During the Jan. 18 meeting, the board's chairwoman, Michelle Lusardi, updated council on changes the organization has made.

"We've certainly learned our lesson," she said.

Lusardi said that following Brantley's arrest, about \$7,000 was found to be missing. Of that amount, she said, about \$6,000 has been recovered. She said the board can't be totally sure about the exact amount of missing money because some of the transactions, such as rental deposits, were done with cash.

The auditorium no longer accepts cash deposits, Lusardi said, and a debit card is no longer used by the director or board members.

Lusardi said the board's current treasurer, Walt Loos, is an accountant -- the previous treasurer stepped down shortly after Brantley's arrest.

The former director "took advantage of a trusting board," Lusardi said. Brantley was "abysmal at keeping records," she added. She said the audit should be complete by this summer.

Court records show two of Brantley's charges were dismissed while the embezzlement charge is still pending.

Dedric Bonds is the current director of the auditorium.

Council's action allows 75 percent of the funding from fiscal year 2017-2018 to be released immediately. The rest of the money from that year, as well the funding for the current year, will be released once the audit is complete.

7/16/2019

City of Georgetown releases funding for Winyah Auditorium | News | southstrandnews.com

The Winyah Auditorium receives the majority of revenue for its \$85,000-a-year budget from the city and county -- \$35,000 from each.

Lusardi told council most of the money goes toward upkeep of the building, which was formerly Winyah High School. She said thousands of dollars worth of renovations have been on hold due to funding being withheld.

"Your money is an investment in the city," Lusardi told council. She said the auditorium -- which hosts concerts, plays and other events throughout the year -- attracts people to Georgetown.

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[\(https://www.winyahauditorium.org/\)](https://www.winyahauditorium.org/)

[Home](https://www.winyahauditorium.org/) ▾ [\(https://www.winyahauditorium.org/\)](https://www.winyahauditorium.org/)

[Tickets](https://www.winyahauditorium.org/coming-events/) ▾ [\(https://www.winyahauditorium.org/coming-events/\)](https://www.winyahauditorium.org/coming-events/)

[Rental Info](https://www.winyahauditorium.org/our-facilities/) [\(https://www.winyahauditorium.org/our-facilities/\)](https://www.winyahauditorium.org/our-facilities/)

[Support the Winyah!](https://www.winyahauditorium.org/support-the-winyah/) ▾ [\(https://www.winyahauditorium.org/support-the-winyah/\)](https://www.winyahauditorium.org/support-the-winyah/)

[Thom Martin Balcony Renovation](https://www.winyahauditorium.org/thom-martin-project/) [\(https://www.winyahauditorium.org/thom-martin-project/\)](https://www.winyahauditorium.org/thom-martin-project/)

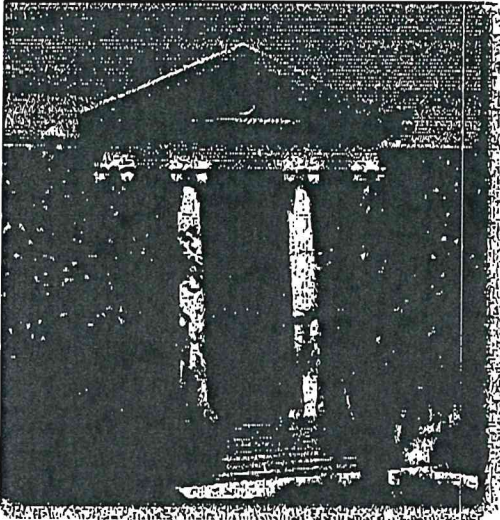
[More Area Arts Info](https://www.winyahauditorium.org/more-area-arts-info/) [\(https://www.winyahauditorium.org/more-area-arts-info/\)](https://www.winyahauditorium.org/more-area-arts-info/)

[Plan Your Visit!](https://www.winyahauditorium.org/planning-your-visit/) ▾ [\(https://www.winyahauditorium.org/planning-your-visit/\)](https://www.winyahauditorium.org/planning-your-visit/)

[Contact Us](https://www.winyahauditorium.org/contact-us/) [\(https://www.winyahauditorium.org/contact-us/\)](https://www.winyahauditorium.org/contact-us/)



## About Us

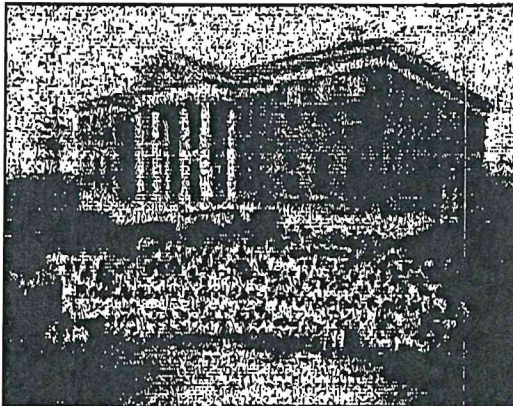


### Who and What We Are:

The Historic Winyah Auditorium is a 501(3)c non-profit, run by an all volunteer Board of Directors, a part-time Managing Director and folks from the community who serve on our working committees. We all come from diverse backgrounds, having had careers in health care, public service, education, banking, and various businesses. What we have in common is our passion for the performing arts, and the commitment to bring more of the arts to Georgetown.

Programs and events at the Winyah are supported by grants from the City and County of Georgetown, by individual and family memberships, by sponsorships from generous individual donors, and by local businesses and organizations.

The Auditorium and our historically furnished Es'Dorn meeting room are also available (for a small rental fee) for community events such as memorial services, debates, business meetings, pageants, parties, and recitals.

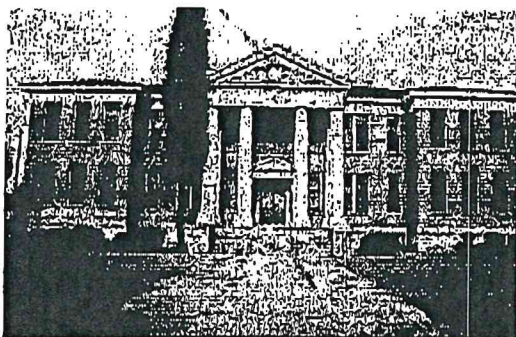


### A Little History...

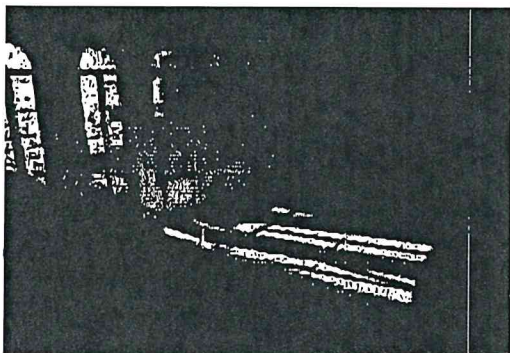
Construction began on our historic building in 1907, on what had been the city "commons" on Highmarket Street between Cleland and Dozier Streets. The very first event held in the auditorium was a Georgetown town meeting in March 1908. Initially the building served as a "graded" elementary school. With the addition of a new wing in 1924 the Winyah served as the

junior and senior high school for the town. As the town grew in size, space became an issue within the school. A fire in 1981 resulted in significant smoke damage to the Auditorium and newer wing. The last class of "Gators" graduated from Winyah High School in 1985, when the new Georgetown High School opened its door.



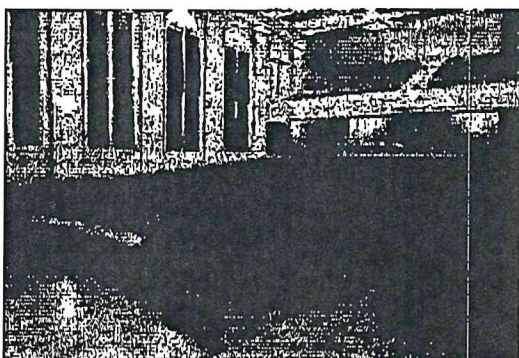


In 1988, A group of dedicated citizens, led by school secretary Mrs. Nell Crib, "saved" the building from demolition by petitioning to have it placed on the on the National Register of Historic Places. For a number of years, the City of Georgetown used the space for offices, and Coastal Carolina brought instruction back into the classrooms. After a few years, use of the building waned, and it was abandoned and boarded up. It remained unoccupied for nearly 25 years!



Two and a half decades later, a group of devoted citizens, along with the City and County of Georgetown, came together to raise enough money to restore the neglected building and the auditorium. After all the seats were removed from first floor of the auditorium, the original floors sanded and restored, the windows re-glazed, the beautiful ceiling painted to restore it's original specifications, and period lighting was re-

hung. Several bas-relief panels original to the building were returned to their initial positions at the front and the rear of the Auditorium. Unfortunately, there was not enough money to restore the balcony; this is a special project still waiting to be done.



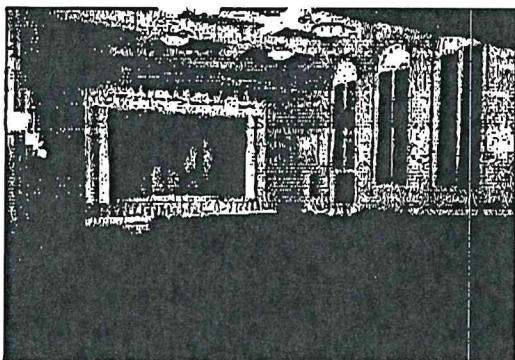
The beautiful and historic Winyah Auditorium reopened its doors in 2011 and now serves as a cultural and civic center, as well as a performance venue showcasing music and dance arts. A welcoming space with incredible acoustics, the Winyah has hosted chamber music ensembles, rock concerts, performances of Shakespeare's plays, and a Jazz festival, as well as pageants, recitals, and town meetings. Surrounding the auditorium,

the Winyah School building also houses The Georgetown School of Arts and Sciences, Coastal Optical, and Coastal Eye Group.

**Look at Us Now!**

New Stage and window curtains will soon be installed. Renovation of our balcony is underway, and we will have a "Grand Re-Opening to celebrate the life of Thom Martin for whom the Balcony will be named in mid-September.





Attend a concert or play at the Historic Winyah Auditorium, and experience the incredible acoustics in a performance space restored to its original splendor!

Copyright Winyah Auditorium Corporation. Location: 1200 Highmarket St. Georgetown SC 29440 Mailing Address: PO Box 3047 Georgetown SC 29442 Phone: 843 4611342

ELECTRONICALLY FILED - 2019 Jul 18 9:22 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200456

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Luke M. Smith, Erica Smith, Peggy Burger, individually and as Guardian ad Litem for Caitlyn Burger, Shawonnah Davis individually and as Guardian ad Litem for Sania Williams, Edison Chichester individually and as Guardian ad Litem for Jennifer Chichester, Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina's Got Talent, Wardell Brantley, South Carolina Media Arts Academy, Winyah Auditorium City of Georgetown, County of Georgetown, WPDE ABC 15, WWMB CW21, Sinclair Broadcast Group, Inc., Howard Stirk Holdings, and Cunningham Broadcasting Corporation,

Defendants,

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

**GEORGETOWN COUNTY  
RESPONSE IN OPPOSITION TO  
MOTION TO RECONSIDER**

**TO PLAINTIFFS AND THEIR ATTORNEYS:**

Defendant, County of Georgetown (County), herein respectfully opposes the Motion to Reconsider of the Plaintiffs. The lawsuit was filed over a year ago on May 11, 2018. The requirements for summary judgment are clear. When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him. *SCRC* 56.

The County contends that Plaintiffs have not set forth any specific facts showing that there is a genuine issue for trial against the County in connection with the above captioned lawsuit. Plaintiffs cannot dispute the facts in the affidavit of County Attorney Wesley Bryant. Historical relationships,

alleged statements by Winyah Auditorium, and previous A-Tax grants to Winyah Auditorium did not give the County the authority to control anything that Wardell Brantley did in connection with awarding prizes promised by Carolina's Got Talent. Plaintiffs have attempted to place an affirmative legal duty on the County to protect against an individual's incorrect assumptions based upon alleged third party misstatements in social media. Plaintiffs do not cite any authority creating such a legal duty. The County is not aware of such authority.

The only legal authority which Plaintiffs cite for that a legal duty is *Greenville Mem'l Auditorium v. Martin*, 301 S.C. 242, 391 S.E.2d 546 (1990). That case is clearly distinguishable on its facts. First, the City of Greenville owned Greenville Memorial Auditorium. The City of Greenville controlled the events and the security in the auditorium. The evidence relied upon by the Supreme Court to find liability was as follows:

“The evidence revealed that during the rock concert, only fourteen security guards were provided to control a crowd of six-thousand persons. Additionally, there was no reserved seating on the main floor of the auditorium; those patrons simply stood before the band. Multiple witnesses testified that other patrons of the concert were openly drinking out of liquor bottles. Respondent testified there were liquor bottles and pieces of glass on the floor of the auditorium during the concert. There was testimony indicating that other patrons were smoking marijuana during the concert. The crowd was unruly as patrons were pushing and shoving each other. Respondent testified that he did not see any apparent effort by appellant's security personnel to stop the drinking, smoking, pushing, or shoving.” *Id. at 246.*

The County does not have any legal connection or authority over Winyah Auditorium. (See affidavit of Wesley Bryant). In fact, Plaintiffs have named Winyah Auditorium as a separate defendant. Although Plaintiffs allege the County controls Winyah Auditorium, they have not proffered proof of actual control to support their allegations.

Plaintiffs claim that the Court should read a gross negligence question of fact into the County's defense that it is not liable for acts of persons who are not employees of the County. *S.C. Code Ann. §15-78-60 (20)*. Plaintiffs claim that although §15-78-60 (20) does not contain a gross negligence exception an exception should be read into that part of the statute because S.C. Code § 15-78-60 (12) does contain a gross negligence exception. The County disagrees with Plaintiffs claim. §15-78-60 (12) deals with

licensing powers or functions. The County did not exercise any licensing functions or powers in connection with Carolina's Got Talent or Winyah Auditorium. The talent show occurred in the City of Georgetown and Winyah Auditorium is located in the city. The opinion of the Court of Appeals in *Chakrabarti v. City of Orangeburg*, 403 S.C. 308, 319, 743 S.E.2d 109, 115 (Ct. App. 2013) does not apply to the present claims against the County.

### CONCLUSION

For the forgoing reasons, Defendant Georgetown County respectfully requests the Court to deny Plaintiffs' Motion to Reconsider without oral argument. Plaintiffs' motion may in the discretion of the court be determined on briefs filed by the parties without oral argument. SCRCP 59 (f).

/s/ Michael W. Battle SC Bar # 584

M. Kirk Battle

Michael W. Battle

BATTLE LAW FIRM, P.A.

Attorneys for Georgetown County and City of Georgetown

1200 Main Street

Post Office Box 530

Conway, South Carolina 29528-0530

Area Code (843) 248-4321

August 21, 2019  
Conway, South Carolina

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

The Hon. Benjamin H. Culbertson, Circuit Court Judge

Case No: 2018CP2200456

**RECEIVED**

OCT 16 2019

SC Court of Appeals

Luke M. Smith, Erica Smith, Peggy Burger,  
Individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis, Individually  
And as Guardian ad Litem for Sania Williams,  
Edison Chichester, Individually And As Guardian  
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Singleton and Dale Singleton .....

Appellants

v.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium, City of Georgetown, County Of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting Corporation

Of Whom,

County of Georgetown, is .....

Respondent.

**NOTICE OF APPEAL**

The above-named Appellants hereby appeal from the Order of the Honorable Benjamin H.

Culbertson granting the Respondent's Summary Judgment Motion dated July 26, 2019 and recorded July 30, 2019. Appellants received notice of the entry of the Order and the Order via the Court's E-filing system on July 30, 2019. A copy of the said Order appealed from is attached hereto and incorporated by reference herein.

Appellants also appeal from the Order of the Honorable Benjamin H. Culbertson denying Appellants Motion for Reconsideration and/or to Alter/Amend and/or for Relief From Judgment dated and recorded September 13, 2019. Appellants received notice of the entry of the Order and the Order via the Court's E-filing system on September 13, 2019. A copy of the said Order appealed from is attached hereto and incorporated by reference herein.

Dated: October 14, 2019

*J. Dwight Hudson*

---

J. Dwight Hudson, Esquire  
SC Bar # 2753  
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*Attorney For: Appellants*

Other Counsel of Record:

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**Attorney for City of Georgetown**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting Corporation

Of Whom,

County of Georgetown, is .....

Respondent.

---

**PROOF OF SERVICE**

---

I certify that on October 14, 2019 I served the Notice of Appeal on counsel and the Trial  
Judge by depositing the same in US Mail, sufficient postage prepaid, and have served it and efiled it

with the Horry County Clerk of Court as noted below:

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**Attorney for County of Georgetown**

Mrs. Jessica Stokes Benson  
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**Attorney for Winyah**

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Email: [dbaxter@richardsonplowden.com](mailto:dbaxter@richardsonplowden.com)  
**Attorney for City of Georgetown**

CLERK OF COURT:

The Hon. Renee N. Elvis  
Horry County Clerk of Court  
Filed & Served Via The Court's E-filing system

TRIAL JUDGE:

The Honorable Benjamin H. Culbertson  
Judge, 15th Circuit  
PO Box 479  
Georgetown, SC 29442

Dated: October 14, 2019

*/s/ J. Dwight Hudson*

---

J. Dwight Hudson, Esquire  
SC Bar # 2753

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*Attorney For: Appellants*

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MYRTLE BEACH, SC 29577  
TELEPHONE: (843) 692-9889  
FAX: (843) 692-9190



ADMITTED IN S.C. and N.C.\*  
United States Supreme Court\*  
U.S. Court of Appeals 4th Circuit\*\*  
U.S. District Court - South Carolina\*\*  
U.S. District Court - North Carolina\*  
(Eastern, Middle and Western Districts)  
S.C. Supreme Court\*\*  
N.C. Supreme Court\*  
S.C. Court of Appeals\*\*  
N.C. Court of Appeals\*

**SHALLOTTE OFFICE:**

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SHALLOTTE, NC 28459  
TELEPHONE: (910) 755-6543

J. DWIGHT HUDSON\*  
MARY ANNE GRAHAM^

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TOLL FREE: 1-877-874-5256

**Website:**

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**Email:**

[HUDSONLAW@HUDSONLAWOFFICE.COM](mailto:HUDSONLAW@HUDSONLAWOFFICE.COM)

October 14, 2019

The Hon. Jenny Abbott Kitchings  
Clerk, SC Court of Appeals  
PO Box 11629  
Columbia, SC 29211

**RECEIVED**

OCT 16 2019

SC Court of Appeals

Re: Luke M. Smith, et. al., Appellants v. Carolina's Got Talent, et. al., Respondents  
Trial Court Case No: 2018CP2200456

Dear Ms. Kitchings:

Enclosed for filing are an original and a copy of a Notice of Intent to Appeal in the above case. Also enclosed are the following:

1. Proof of service of the notice of appeal;
2. A copy of the Order(s) to be challenged on appeal, attached to and incorporated in the Notice of Intent to Appeal
3. My check for the filing fee of \$250.00.

Please file the original and return the clocked copy in the enclosed stamped, self-addressed, return envelope. By copy of this letter, the same is also served as per the enclosed Proof of Service.

With best regards, I remain

*J. Dwight Hudson, Esq.*

J. Dwight Hudson, Esq.

JDH: mag

Enclosure(s): as stated

cc: **Per Proof of Service**

1

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SHIP TO: The Hon. Jenny Abbott Kitchings  
SC Court of Appeals  
PO Box 11629  
Columbia SC 29211-1629



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OCT 16 2019

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
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APPEAL FROM GEORGETOWN COUNTY  
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v.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium, City of Georgetown, County Of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting Corporation

Of Whom,

County of Georgetown, is .....

Respondent.

---

**NOTICE OF APPEAL**

---

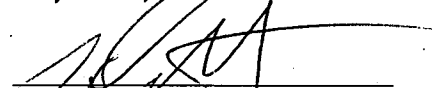
The above-named Appellants hereby appeal from the Order of the Honorable Benjamin H.

Culbertson granting the Respondent's Summary Judgment Motion dated July 26, 2019 and recorded July 30, 2019. Appellants received notice of the entry of the Order and the Order via the Court's E-filing system on July 30, 2019. A copy of the said Order appealed from is attached hereto and incorporated by reference herein.

Appellants also appeal from the Order of the Honorable Benjamin H. Culbertson denying Appellants Motion for Reconsideration and/or to Alter/Amend and/or for Relief From Judgment dated and recorded September 13, 2019. Appellants received notice of the entry of the Order and the Order via the Court's E-filing system on September 13, 2019. A copy of the said Order appealed from is attached hereto and incorporated by reference herein.

Dated: October 14, 2019

*J. Dwight Hudson*



J. Dwight Hudson, Esquire  
SC Bar # 2753

**Hudson Law Offices**

PO Box 70218

Myrtle Beach, SC 29572

T: (843) 692-9889

E: hudsonlaw@hudsonlawoffice.com

***Attorney For: Appellants***

Other Counsel of Record:

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Battle Law Firm, LLC

PO Box 530

Conway, SC 29528-0530

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**Attorney for Winyah**

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Myrtle Beach, SC 29578  
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Email: [dbaxter@richardsonplowden.com](mailto:dbaxter@richardsonplowden.com)  
**Attorney for City of Georgetown**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

The Hon. Benjamin H. Culbertson, Circuit Court Judge

Case No: 2018CP2200456

**RECEIVED**  
OCT 16 2019  
SC Court of Appeals

Luke M. Smith, Erica Smith, Peggy Burger,  
Individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis, Individually  
And as Guardian ad Litem for Sania Williams,  
Edison Chichester, Individually And As Guardian  
Ad Litem for Jennifer Chichester, Jenna Grace  
Singleton and Dale Singleton .....

Appellants

v.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium, City of Georgetown, County Of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting Corporation

Of Whom,

County of Georgetown, is .....

Respondent.

**PROOF OF SERVICE**

I certify that on October 14, 2019 I served the Notice of Appeal on counsel and the Trial  
Judge by depositing the same in US Mail, sufficient postage prepaid, and have served it and efiled it

with the Georgetown County Clerk of Court as noted below:

COUNSEL:

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Email: [jessica@goldfinchwinslow.com](mailto:jessica@goldfinchwinslow.com)  
**Attorney for Winyah**

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Email: [dbaxter@richardsonplowden.com](mailto:dbaxter@richardsonplowden.com)  
**Attorney for City of Georgetown**

CLERK OF COURT:

The Hon. Alma Y. White  
Georgetown County Clerk of Court  
Filed & Served Via The Court's E-filing system

TRIAL JUDGE:

The Honorable Benjamin H. Culbertson  
Judge, 15th Circuit  
PO Box 479  
Georgetown, SC 29442

Dated: October 14, 2019



---

J. Dwight Hudson, Esquire  
SC Bar # 2753

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*Attorney For: Appellants*

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J. DWIGHT HUDSON\*  
MARY ANNE GRAHAM^

Reply To:  
PO Box 70218  
Myrtle Beach, SC 29572

TOLL FREE: 1-877-874-5256

ADMITTED IN S.C. and N.C.\*  
United States Supreme Court\*  
U.S. Court of Appeals 4th Circuit\*^  
U.S. District Court – South Carolina\*^  
U.S. District Court – North Carolina\*  
(Eastern, Middle and Western Districts)  
S.C. Supreme Court\*^  
N.C. Supreme Court\*  
S.C. Court of Appeals\*^  
N.C. Court of Appeals\*

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October 14, 2019

**AMENDED**

**RECEIVED**

**OCT 16 2019**

**SC Court of Appeals**

The Hon. Jenny Abbott Kitchings  
Clerk, SC Court of Appeals  
PO Box 11629  
Columbia, SC 29211

Re: Luke M. Smith, et. al., Appellants v. Carolina's Got Talent, et. al., Respondents  
Trial Court Case No: 2018CP2200456

Dear Ms. Kitchings:

The prior filing also forwarded today inadvertently omitted the signed originals. Enclosed please find original executed Notice of Intent to Appeal and Proof of Service.

Enclosed for filing are an original and a copy of a Notice of Intent to Appeal in the above case. Also enclosed are the following:

1. Proof of service of the notice of appeal;
2. A copy of the Order(s) to be challenged on appeal; attached to and incorporated in the Notice of Intent to Appeal
3. My check for the filing fee of \$250.00.

Please file the original and return the clocked copy in the enclosed stamped, self-addressed, return envelope. By copy of this letter, the same is also served as per the enclosed Proof of Service.

With best regards, I remain

*J. Dwight Hudson, Esq.*

J. Dwight Hudson, Esq.

JDH: mag

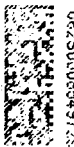
Enclosure(s): as stated

cc: **Per Proof of Service**

J. Dwyght Hudson  
Hudson Law Offices  
P.O. Box 70218  
Myrtle Beach SC 29572



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**RECEIVED**

OCT 16 2019

SC Court of Appeals



The Hon. Jenny Abbott Kitchings  
SC Court of Appeals  
PO Box 11629  
Columbia SC 29211-1629

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger,  
individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis individually  
and as Guardian ad Litem for Sania Williams,  
Edison Chichester individually and as  
Guardian ad Litem for Jennifer Chichester,  
Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium City of Georgetown, County of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting  
Corporation,

Defendants,

**ORDER GRANTING  
GEORGETOWN COUNTY'S  
MOTION FOR SUMMARY  
JUDGMENT**

**RECEIVED**  
OCT 16 2019  
SC Court of Appeals

This matter comes before the Court on Defendant Georgetown County's Motion for Summary Judgment. A formal hearing was held Friday July 26, 2019 in the Georgetown County Courthouse. Present at the hearing were Attorney J. Dwight Hudson representing the Plaintiffs and Attorney Michael W. Battle representing Defendant Georgetown County.

Plaintiffs have filed the above captioned lawsuit against Defendant Georgetown County (County) and several other Defendants alleging claims arising from the failure to award prizes promised by Defendants Carolina's Got Talent and Wardell Brantley. Georgetown County moved for summary judgment on the grounds that it has no connection, control, sponsorship or association with Winyah Auditorium or any of the other Defendants in connection with the Carolina's Got Talent contest. Georgetown County also moved for summary judgment on the additional ground that it is immune from suit under the South Carolina Tort Claims

Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not limited to the criminal actions of third persons.

Georgetown County's motion was supported by the Affidavit of Georgetown County Attorney Wesley Bryant who stated Georgetown County had no legal affiliation with Winyah Auditorium, Carolina's Got Talent or the producers for the talent contest. Georgetown County also relied upon Plaintiffs' admission in their answers to interrogatories that they do not know of any communications between them and any individual from the County which they relied upon when entering the Carolina's Got Talent contest. Georgetown County contends it had no connection with the contest in question, and therefore it did not owe a legal duty to the Plaintiffs which would create liability for the Georgetown County. See *Repko v. Cty. of Georgetown*, 424 S.C. 494, 818 S.E.2d 743 (2018).

Plaintiffs submitted affidavits claiming that Georgetown County was affiliated with Carolina's Got Talent because Georgetown County made grants to Defendant Winyah Auditorium where the contest Carolina's Got Talent was held. Georgetown County does not dispute that it has made Accommodations Tax grants in support of Winyah Auditorium which is owned and operated by a private nonprofit corporation. Plaintiffs claim that such grants which are public knowledge are sufficient to create a duty requiring Georgetown County to investigate the background of the events which are held in Winyah Auditorium.

The Court is not aware of any legal authority that supports Plaintiffs' claim that Georgetown County had a legal duty to Plaintiffs under the facts of the case. Plaintiffs' counsel has not presented any such legal authority to the Court. Therefore, because Georgetown County does not owe a legal duty to Plaintiffs, the private causes of action of Plaintiffs against Georgetown County should be dismissed. *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 502 S.E.2d 78 (1998) (a plaintiff must establish duty, breach, causation, and damages."); *Summers v. Harrison Constr.*, 298 S.C. 451, 455, 381 S.E.2d 493, 495 (Ct. App. 1989) ("If any of these elements is absent a claim is not stated.");

In addition, under the South Carolina Tort Claims Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not

limited to the criminal actions of third persons. Plaintiff seek to make Defendant Georgetown County for the acts of Defendant Wardell Brantley and/or Defendant S.C. Media Arts Academy and possibly other defendants. Those entities are not employees or agents of Georgetown County. Plaintiffs answers to interrogatories state they are not aware of any employee of Georgetown County who made any representations or performed any acts which Plaintiffs relied upon in connection with the contest. Defendant Georgetown Count is immune from tort liability for the acts of third parties. *S.C. Code Ann. §15-78-60 (20)*.

Now therefore, for the reasons stated above, Plaintiffs claims against Defendant Georgetown County are hereby dismissed with prejudice and Defendant Georgetown County's motion for summary judgment is hereby granted. IT IS SO ORDERED.

S/ Benjamin H. Culbertson  
Hon. Benjamin H. Culbertson  
Judge Georgetown County Court of  
Common Pleas

July 26, 2019



Georgetown Common Pleas

**Case Caption:** Luke M Smith , plaintiff, et al VS Carolinas Got Talent , defendant,  
et al  
**Case Number:** 2018CP2200456  
**Type:** Order/Summary Judgment

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-07-30 10:17:25 page 4 of 4

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP2200456

Luke M Smith et al  
PLAINTIFF(S)

Carolinas Got Talent et al  
DEFENDANT(S)

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
- STAYED DUE TO BANKRUPTCY**
- 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:

Plaintiff's Motion For Reconsideration And Or To Alt/Amend And/or For Relief For Judgment is DENIED.

ORDER INFORMATION

This order  ends  does not end the case.  See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/13/2019 .

Wardell Brantley  
South Carolina Media Arts Academy  
Carolinas Got Talent

**RECEIVED**  
OCT 16 2019  
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.

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Georgetown Common Pleas

**Case Caption:** Luke M Smith , plaintiff, et al VS Carolinas Got Talent , defendant,  
et al  
**Case Number:** 2018CP2200456  
**Type:** Order/Electronic Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

Electronically signed on 2019-09-13 08:26:15 page 3 of 3

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STATE OF SOUTH CAROLINA) **TRANSCRIPT OF RECORD**  
COUNTY OF GEORGETOWN ) CASE NO: 2018-CP-22-00456

MOTIONS

-----  
**B E F O R E:** The Honorable Benjamin Culbertson  
July 26, 2019  
-----

LUKE M. SMITH, et. al.,  
Plaintiffs,  
vs.  
CAROLINA'S GOT TALENT, et. al.,  
Defendants.

-----  
APPEARANCES:

Dwight Hudson, Esq.  
For the Plaintiffs.

Michael Battle, Esq.  
Defendant Georgetown County.

Court Reporter:  
Natalie Dahl, RPR

## P R O C E E D I N G S

1  
2 THE COURT: Good morning. First up is  
3 2018-CP-22-456, Luke Smith and others versus  
4 Carolina's Got Talent and others. According to my  
5 roster, this is a motion for summary judgment.

6 Please give the court reporter your name and who  
7 you represent.

8 MR. BATTLE: My name is Mike Battle. I represent  
9 Georgetown County.

10 MR. HUDSON: Attorney Dwight Hudson, Your Honor,  
11 representing the plaintiffs.

12 THE COURT: Mr. Battle, this is your motion?

13 MR. BATTLE: Yes, sir.

14 THE COURT: I'll hear from you.

15 MR. BATTLE: This case was filed in May of 2018.  
16 The plaintiffs in this case were contest participants  
17 in a talent contest, known as Carolina's Got Talent,  
18 and sponsored by -- or actually overseen by a guy  
19 named Wardell Brantley. These plaintiffs allegedly --  
20 and I don't have any reason to doubt -- won some  
21 prizes. Mr. Brantley was -- did not provide them the  
22 prizes that they promised them or that were promised  
23 in the contest information.

24 Mr. Hudson has sued everybody listed as  
25 defendants. He sued Georgetown County because he

1 thinks or believes that Georgetown County has some  
2 affiliation with Carolina's Got Talent or Winyah  
3 Auditorium; that is where it was held. We moved for  
4 summary judgment on three basic grounds.

5 First of all, Georgetown County is shown in the  
6 affidavit of Wesley Bryant, the county attorney, has  
7 no affiliation, no ownership or relationship with  
8 Winyah Auditorium, and no relationship with Carolina's  
9 Got Talent. At one time, he did give some grant money  
10 through A-Tax funds to the Winyah Auditorium. I think  
11 you may know, it is run and owned by a private  
12 corporation, private non-profit corporation. It is  
13 not affiliated in any way with Georgetown County, and  
14 we had nothing to do and no connection with this  
15 contest.

16 The plaintiffs did file an affidavit that said,  
17 well, we heard that Winyah Auditorium was restored by  
18 the City of Georgetown, that is a party, and we heard  
19 it was restored by Georgetown County or funds from  
20 those places, and that made us trust the contest and  
21 made us desire to enter the contest, but there is no  
22 legal duty after you give your funds to make sure that  
23 Mr. Brantley, who they claim has an unsavory  
24 reputation and somehow committed some sort of fraud or  
25 did some sort of unsavory acts or something with

1 regard to the prize money. There is no reason or duty  
2 that Georgetown County owes to these plaintiffs.

3 The second reason for the motion for summary  
4 judgment is that Mr. Brantley is a third-party who is  
5 not connected in any way with the County of  
6 Georgetown. Under the South Carolina Tort Claims Act,  
7 this is a third-party who has committed acts that they  
8 consider to be fraudulent or something we should have  
9 been aware of in that sort of way. The statute is  
10 very clear, it doesn't even provide for a gross  
11 negligence standard. It just says we are not  
12 responsible for that, the third-party is.

13 Then the third reason, Your Honor, is that the  
14 case law on these types of contests have stated that  
15 the only cause of action arising from the failure to  
16 award prizes is a breach of contract action, and we  
17 are not a party to any contracts with any of the  
18 plaintiffs, Winyah Auditorium or with Mr. Brantley,  
19 and for those reasons we're not connected and we  
20 should not have been named, and we ask you to dismiss  
21 us on our motion for summary judgment.

22 THE COURT: All right.

23 MR. HUDSON: May it please the Court. Your  
24 Honor, we think that the affidavits filed in this case  
25 with Ms. Erica Smith and Ms. Peggy Burger, the

1 questions of fact clearly, as to all causes of action,  
2 are before the Court. The facts of this case are all  
3 of these -- basically they are all young folks. Some  
4 haven't reached majority yet, but they are all  
5 incredibly talented. They and their parents put in  
6 lots of time and expense for this contest that was  
7 advertised by numerous folks, including, we say, the  
8 County and the City of Georgetown and advertised  
9 prizes. This particular Wardell Brantley, who is in  
10 default and he's also a defendant, simply failed to  
11 pay the prizes and conduct the contest to its  
12 completion as was represented by all of the sponsors  
13 involved.

14 Horry County -- sorry, Georgetown County and the  
15 City of Georgetown paid the vast majority of the  
16 expenses of Winyah Auditorium. It wouldn't exist  
17 without their monies, and I think it is like \$35,000  
18 per year on a regular basis. Each entity does that.  
19 Some of that money was used to pay this Wardell  
20 Brantley, who is a director and did events at the  
21 auditorium. He particularly was involved in this  
22 Carolina's Got Talent situation, which brought a lot  
23 of folks, talented folks, including my clients. My  
24 clients are the ones that were finalists or winners  
25 and should have gotten prizes that he defaulted on on

1 paying them.

2 It turns out that Mr. Wardell Brantley was  
3 convicted and had a record of embezzlement and breach  
4 of trust, the very same thing he did in this, that he  
5 was charged with as a result of the events in this  
6 lawsuit before he ran this contest and had the  
7 endorsements of the City and the County.

8 The affidavits, we have flyers and I see on my  
9 copy of the affidavits, and I apologize, it doesn't  
10 have some of the exhibits to it; hopefully, the  
11 originals do. I would like to proffer these flyers  
12 now. I can hand it up to you now on my iPhone here  
13 showing the County, the City and the various people  
14 involved that sponsored and gave the impression that  
15 the contest was a part and parcel of the whole  
16 community and was an integral part of the County and  
17 the City. This is just the County's motion, but there  
18 is no question about our folks relied on it, and had a  
19 right to rely on it, and the affidavits so state. The  
20 County was integrally involved with the monetary  
21 support of this program and other programs and Winyah  
22 Auditorium. It would not have existed without the  
23 County and the City. They both contributed equally.  
24 They probably supplied 90 percent of the budget, and  
25 other folks gave donations and that type of thing.

1           So we think there is clear questions of fact that  
2 our people had a right to rely on and the affidavits  
3 state that they did rely and lost substantial monies.  
4 They were to be awarded prizes, and as I said,  
5 Mr. Brantley is in default with all of the  
6 allegations, and that creates questions of fact.

7           I'm not sure of the status of the criminal  
8 charges against him as a result of this, but I do know  
9 that he had been convicted of embezzlement and breach  
10 of trust and was using some of the money that was part  
11 -- supplied by the County in this contest to pay the  
12 amounts he owed on the previous embezzlement charge.  
13 So there was no vetting done, and it was all to the  
14 detriment of our clients and their children who put an  
15 extreme amount of time in and they relied on it and  
16 they have a right to rely on it. We think there is  
17 clear questions of fact that needs to be tried and the  
18 jury issues resolved by a jury.

19           THE COURT: Anything in reply?

20           MR. BATTLE: Yes, Your Honor. First of all, he's  
21 talking about a tax grant and not talking about any  
22 sponsorship. None of that is in the affidavit that he  
23 provided. I would say that in answers to  
24 interrogatories, I ask him to identify any and all  
25 individuals from Georgetown County with whom the

1 plaintiffs communicated with by any means and what  
2 statements they made and what were relied upon by the  
3 parties when entering the competition. His answer  
4 was: None known at this time.

5 I have an affidavit of Wesley Bright who says:  
6 It is my personal knowledge that Georgetown County has  
7 no legally identifiable interest in either Winyah  
8 Auditorium or the Carolina's Got Talent contest.

9 Mr. Hudson sued the TV stations that advertised  
10 it, the City, all of these people in addition to  
11 Mr. Brantley. Well, if they are relied upon, then  
12 there would have to be some sort of contractual  
13 relationship. They have not entered into any  
14 contract. They had no communications with anyone from  
15 the county. If it was a fraud type of thing, then  
16 that would have been a basis of some sort of  
17 communication, but it is not there. I don't know of  
18 any duty that I have seen in any case in this state  
19 that says when a government gives an a tax grant out,  
20 it is responsible for how those monies are spent by  
21 that organization.

22 THE COURT: All right. I'm going to grant the  
23 motion for summary judgment.

24 Mr. Battle, prepare an order to that effect.

25 MR. BATTLE: Thank you, Your Honor.

1           THE COURT: I agree, I think it is undisputed  
2 fact that all they did was provide A-tax money. All  
3 right. Thank you.

4           (The proceedings concluded.)  
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## CERTIFICATE OF REPORTER

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State of South Carolina)

County of Georgetown )

I, Natalie Dahl, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the matter of the captioned case, relative to appeal, in the Court of Common Pleas for Georgetown County, South Carolina, on the 26th day of July, 2019.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

October 31, 2019

-----  
Natalie Dahl, RPR

Court Reporter

|                         |   |                              |
|-------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF GEORGETOWN    | ) | 2018-CP-22-00456             |
| LUKE M. SMITH,          | ) |                              |
|                         | ) |                              |
| Plaintiff,              | ) |                              |
|                         | ) |                              |
| Vs                      | ) | <b>Transcript of Record</b>  |
|                         | ) |                              |
| CAROLINA'S GOT TALENT,  | ) | SEPTEMBER 12, 2019           |
|                         | ) |                              |
| Defendant.              | ) |                              |
|                         | ) |                              |

**B E F O R E:**

The Honorable Benjamin H. Culbertson  
Georgetown County Courthouse  
Georgetown, South Carolina

**A P P E A R A N C E S:**

Mary Anne Graham, Esquire  
**Attorney for Plaintiff**

Michael Battle, Esquire  
**Attorney for Defendant**

Sallie Beth Todd  
**Official Court Reporter**

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**I N D E X**

(There were no witnesses called during the hearing.)

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**E X H I B I T S**

(There were no exhibits marked during the hearing.)

1           **THE COURT:** Alright. Let's go back to 2018-CP-22-456,  
2 Luke Smith and others versus Carolina's Got Talent and others.  
3 This is a Motion to Reconsider. Please give the court  
4 reporter your names and who you represent.

5           **MS. GRAHAM:** I am Mary Anne Graham of Hudson and Graham.  
6 We represent the plaintiff.

7           **THE COURT:** Alright.

8           **MR. BATTLE:** My name is Mike Battle. I represent  
9 Georgetown County.

10          **THE COURT:** Alright. Ms. Graham, this is your motion. I  
11 know you're here on behalf of Mr. Hudson.

12          **MS. GRAHAM:** I am, Your Honor, and Dwight and Mike I  
13 think were the hot shot trial lawyers, but I'll do my best.

14          **THE COURT:** Okay. I'll be glad to hear from you.

15          **MS. GRAHAM:** Your Honor, the Court granted summary  
16 judgment to Georgetown County based on a couple of grounds as  
17 I understand it. One of which was that there was no duty  
18 because there was no sponsorship or association between the  
19 county and the Carolina's Got Talent competition or Winyah  
20 Auditorium; and that the other ground was that they had no  
21 direct contact with the plaintiffs themselves. And our  
22 affidavits had alleged also the existence of a duty because of  
23 tax funding and they made the point that there was tax funding  
24 on Winyah but that it was through the hospitality or  
25 accommodations taxes, I believe. Your Honor, on the duty

1 issue we would allege that the county -- that first, that  
2 another ground asserted in the Complaint was that the  
3 plaintiffs relied on the association between the county and  
4 Winyah, which is -- you know, if you look at our affidavits,  
5 some of our folks quoted from Winyah's website in talking  
6 about that Winyah is a partnership either with the city and  
7 the county, that it was created in association. There are  
8 news articles that all of the funding for Winyah is provided  
9 by both the city and the county. And the hospitality taxes in  
10 particular, this may not be named the Georgetown auditorium  
11 like the cited case from Greenville, but Winyah is really  
12 Georgetown auditorium. And if they're providing half of the  
13 budget of Winyah then the county has a duty to oversee events  
14 at Winyah and people have a right to rely that if they see,  
15 you know, this is sponsored by the city and county of  
16 Georgetown, which is contained in one of our affidavits, they  
17 have a right to assume that the city and county have screened  
18 the scheduling and the funding and the event. In this case a  
19 former director for Winyah created this whole talent  
20 competition. He failed to pay out prizes and both the city,  
21 and the county, and Winyah were well acquainted with this  
22 gentleman, who I understand had a previous criminal record of  
23 some sort, and that during the process he was writing checks  
24 to himself from funds of Winyah. And all of this embezzlement  
25 and the non-payment of these funds caused a pause, I know at

1 least in the city funding, of the auditorium. And they did a  
2 full audit of the books before resuming the funding. We have  
3 not held or completed depositions yet, but we do believe that  
4 the partnership with Winyah that Georgetown, whether or not  
5 they ever heard of our particular people, they had a duty to  
6 oversee the auditorium. At a minimum, to oversee that they  
7 were hosting events where it was likely that embezzlement like  
8 this could occur. This was not an event scheduled with  
9 someone they did not know, and we believe discovery will  
10 establish that they were very familiar with Mr. Brantley and  
11 had cause to pause and follow the guidelines that presumably  
12 exist about what can and can't be scheduled at the auditorium.  
13 The other ground for the summary judgment was the tort claims  
14 act. Specifically, the section dealing with not being liable  
15 for the criminal act of a third party who is not an employee.  
16 And our memorandum cited a page out of the Greenville  
17 Auditorium in connection with that fact. And similarly, as  
18 the Court found in the Greenville Auditorium case, we are not  
19 trying to hold the county liable for Mr. Brantley's criminal  
20 act, we're trying to hold the county liable for not properly  
21 supervising its association with Winyah. And other than that,  
22 I would stand on the memorandum.

23 **THE COURT:** Alright. Mr. Battle.

24 **MR. BATTLE:** Your Honor, we respectfully oppose the  
25 Motion to Reconsider, which you have indicated the

1 accommodation tax grant does not create liability down the  
2 line. In this particular case going through the issue stating  
3 partnership, we have clearly stated in Mr. Bryant's affidavit  
4 there is no legal relationship between Winyah Auditorium or  
5 Carolina's Got Talent and the County of Georgetown. That's  
6 not been refuted. The next thing that we would say is in this  
7 thing you have a situation where an entity such as Winyah  
8 Auditorium comes and presents a request for a grant to a group  
9 of accommodations tax people. They don't say what it's for,  
10 they just say it has to be tourism related, then that grant is  
11 approved. Then the grant is used for upholstering, approving,  
12 whatever the contents of the Winyah Auditorium would be. In  
13 this particular case in the affidavits that they submitted;  
14 Winyah Auditorium clearly stated that this guy was not doing a  
15 sanctioned event. That this guy was simply renting this space  
16 from us and so they denied responsibility on that basis. So,  
17 all we've done is we've given a grant to Winyah Auditorium who  
18 rented out space to this gentleman who did not award prize  
19 money that he promise that he would award out. If you think  
20 about the consequences of finding the counties liable or  
21 governmental agencies liable for every accommodations tax  
22 grant to look down the line and see not only do you have a  
23 duty to supervise what happens to the money, but you would  
24 also have a duty to supervise how they run their business, who  
25 they rent their property to, and that would have tremendous

1 impact that I don't think the law intends. And I know of no  
2 legal duty cited in any case that deals with that kind of  
3 legal duty, of simply saying it is what -- the statements made  
4 in the affidavits were true. We did give grants for  
5 accommodations tax and you clearly held that that's not a  
6 legal basis for holding somebody liable for renting some  
7 property to an individual who later does not award prizes for  
8 whatever reason. The next step is the issue of the tort  
9 claims act. They cited the Greenville case, and that  
10 particular case dealt with the Greenville Auditorium and the  
11 Lover Boy situation. They're saying, okay, you've got a guy  
12 who throws a bottle and hits somebody on the head, but  
13 Greenville the Greenville Auditorium, not the City of  
14 Greenville, but Greenville Auditorium is legally liable  
15 because they had the security. They were responsible for the  
16 security; they were responsible for the crowd that came in and  
17 they were the ones that were actually controlling what took  
18 place. Here the County of Georgetown had no control  
19 whatsoever with what took place at Winyah Auditorium and how  
20 it conducted itself and under the statute that's the way it's  
21 written. Thank you.

22 **THE COURT:** Thank you. Anything in reply?

23 **MS. GRAHAM:** Briefly, Your Honor. My understanding is  
24 that the city and County of Georgetown, and again this is from  
25 Winyah's webpage, two and a half decades later a group of

1 devoted citizens along with the city and County of Georgetown  
2 came together to raise enough money to restore the neglected  
3 building and the auditorium. And my understanding is, that  
4 not only was the City of Georgetown involved in giving out  
5 taxes on this particular year, but the city and county worked  
6 with citizens to create Winyah. And that this funding is  
7 given every year, that this is not a well you get a grant this  
8 year. This is a pattern and practice of funding and that it  
9 is a long pattern and practice that give rise to more of a  
10 duty than just the citizens showing up one year and saying  
11 we'd like an accommodations tax grant. Thank you, Your Honor.

12 **THE COURT:** Thank you. I'm going to deny the Motion for  
13 Reconsideration. I don't think that there is any duty and I'm  
14 going to stand by my prior ruling. Alright.

15 **MR. BATTLE:** Thank you. A form order is fine with us.

16 **THE COURT:** Is that sufficient? I mean, I don't know  
17 what else I could put in a formal order other than -- because  
18 it would be the same order.

19 **MS. GRAHAM:** A form order should be fine. If necessary,  
20 we could get the transcript.

21 **THE COURT:** Okay. Thank you very much.

22 (ADJOURNED)  
23  
24

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

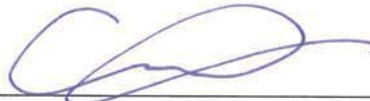
AFFIDAVIT OF WESLEY P. BRYANT

In the State of South Carolina, County of Georgetown, Wesley P. Bryant, being duly sworn, deposes and says that:

1. I, Wesley P. Bryant, make the following statements on my free will, under no outside coercion or duress, and of sound mind and body.
2. I have been employed as the Georgetown County Attorney for approximately 12 years.
3. My current job duties promote my involvement with all County real estate holdings and all County contracts and agreements.
4. I am aware of the Winyah Auditorium facility located in the City of Georgetown.
5. I have no knowledge of Georgetown County, a body politic and my client, possessing any ownership, right, or title to the Winyah Auditorium.
6. I am aware of the Carolina's Got Talent contest from local media reporting.
7. I have no knowledge of Georgetown County being a party to any agreement or partnership with an entity producing a contest called Carolina's Got Talent, or the contest itself, at the Winyah Auditorium facility.
8. Further, it is my personal knowledge that Georgetown County did not sponsor, offer funding, or participate in any manner with the Carolina's Got Talent contest.
9. It is my personal knowledge that Georgetown County has no legally identifiable interest in either the Winyah Auditorium facility or the Carolina's Got Talent contest.

Further Affiant Sayeth Not.

In witness whereof he has hereto set his hand and seal this 20th day of June, 2019.



Wesley P. Bryant, Esq.  
Georgetown County Attorney

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

I, Ollie N. Lewis, a Notary Public for the State of South Carolina, hereby certify that Wesley P. Bryant personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the 20th day of June, 2019.

*Ollie N. Lewis*  
Notary Public for South Carolina

My Commission expires: *12/22/2025*



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
C.A. NO.: 2018CP2200456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

**AFFIDAVIT Of ERICA SMITH**

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15, )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )

PERSONALLY APPEARED BEFORE ME the undersigned, who, having been first duly  
sworn, deposes and states as follows:

1. She is Erica Smith, the Mother of former Carolina's Got Talent contestant and contest winner, Luke Smith.
2. Our decision for Luke Smith to participate in the contest "Carolina's Got Talent" was affected by several factors that we believed to make it a sound, legitimate contest. One of those was the historic Winyah Auditorium, in which the event was being held. Our research showed that it was sponsored by the City and County of Georgetown. The website tab "About us" quotes that:

“ The Historic Winyah Auditorium is a 501(3)c non-profit, run by an all volunteer Board of Directors, a part-time Managing Director and folks from the community who serve on our working committees. We all come from diverse backgrounds, having had careers in health care, public service, education, banking, and various businesses. What we have in common is our passion for the performing arts, and the commitment to bring more of the arts to Georgetown.

**Programs and events at the Winyah are supported by grants from the City and County of Georgetown,** by individual and family memberships, by sponsorships from generous individual donors, and by local businesses and organizations.”

**“For a number of years, the City of Georgetown used the space for offices”**

**“Two and a half decades later, a group of devoted citizens, along with the City and County of Georgetown, came together to raise enough money to restore the neglected building and the auditorium.”**

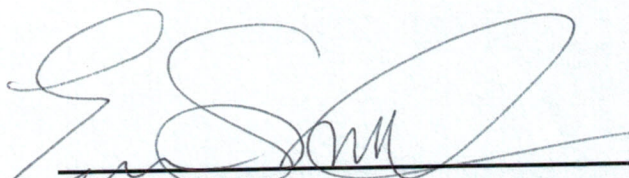
3. The involvement that we believed Georgetown to have in the auditorium along with the fact that Wardell Brantley was the Managing Director, receiving a salary - paid by the supporting funds from Georgetown was a huge contributing factor in participating in the contest.
4. We do feel that the county “vouched” for the event as Mayor Jack Scovill was an honored guest at one of the events. He was announced as “being with us tonight” and was given the mic to address the contestants and audience. Also, in the advertisement of the event a sponsors sheet was provided and included as sponsors were the following: Winyah Auditorium, Georgetown City and County & Georgetown Sheriff’s Department.
5. At the end of the contest when the money was not awarded, I contacted the Mayor;s office. I wasn’t able to speak to him directly that day as he was out of the office and I left a voice mail. He emailed in response that he would call Brantley and look into the situation. The next day

Brantley called me in panic mode, stating that he did not need me calling local officials because it would affect the sponsorship monies we were supposed to be receiving. He told me that he now had to go and meet with the Mayor. A few days later, I was contacted by the City Administrator, Paul Gardner, who was stepping in to help with the Mayor's role due to the unexpected death of his son. Mr. Gardner was extremely concerned with this issue and immediately called for an investigation. The investigation reported Brantley was writing checks to himself from the Winyah Auditorium and depositing them into his personal account. Mr. Gardner explained to me that they had a significant interest in the finances and management of the auditorium due to the \$35,000.00 yearly funding the City gives to them.

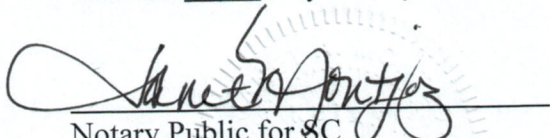
6. Funds and grants from the City and County of Georgetown support Winyah and events held there, support the salary of the director of Winyah and, for a time, supported Wardell Brantley's salary directly. The City and County were involved in rebuilding and restoring Winyah to make events like Carolina's Got Talent possible.

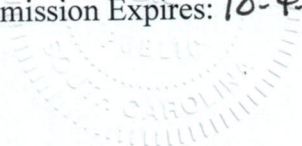
7. On behalf of myself and my son, I ask that the Court deny any Motions to Dismiss or for Summary Judgment to the City or County of Georgetown. Their support of Winyah and events at Winyah indicated to me that they supported and vouched for the legitimacy of the Carolina's Got Talent Competition, and its organizer, Wardell Brantley.

**Further, deponent sayeth not.**

  
ERICA SMITH

Sworn To & Subscribed Before  
Me This 16 Day of July, 2019

  
Notary Public for SC  
My Commission Expires: 10-4-26



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
C.A. NO.: 2018CP2200456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15, )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )

**AFFIDAVIT Of PEGGY BURGER**

PERSONALLY APPEARED BEFORE ME the undersigned, who, having been first duly sworn, deposes and states as follows:

1. She is Peggy Burger, the Mother of former Carolina's Got Talent contestant Caitlyn Burger.
2. We entered the contest to further my daughter's singing career.
3. We felt confident that the contest was legitimate based on Wardell Brantley's position or former position as director of Winyah Auditorium and on him seeming to be well known in the Georgetown area. He had local radio personalities as emcees and judges and a local TV celebrity made an appearance at one of the final episodes. I believe that the Mayor of Georgetown also attended one or two of the episodes.

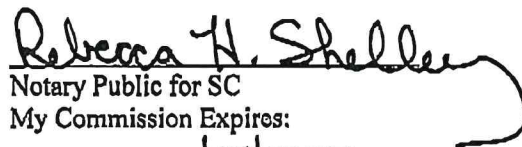
4. The contest took a large amount of time, and required practice, costumes, etc. We also decided to participate and to continue to participate, devoting time and resources to the effort, based on Winyah being a historic building with events supported, in part, by annual funding from the City and County of Georgetown.
5. Based on the enclosed articles from the *South Strand News*, I understand that the City/County funding "paused" after Wardell Brantley committed fraud and embezzlement in connection with this contest and that they performed an audit of Winyah's finances during this period. I also understand that the City/County funding of Winyah and events at the auditorium has resumed.
6. Winyah's enclosed webpage confirms and represents that it is financially supported by the City and County of Georgetown.
7. The involvement of Winyah and the involvement and support of the City and County of Georgetown affirmed the credibility of the contest to me and my daughter and was part of the reason that my daughter entered and/or continued with the competition, and was part of the reason that I decided to use my family's time and resources to support Caitlyn's participation in the Carolina's Got Talent Competition.
8. On behalf of myself and my daughter, I ask that the Court deny any Motions to Dismiss or for Summary Judgment to the City or County of Georgetown. Their support of Winyah and events at Winyah indicated to me that they supported and vouched for the legitimacy of the Carolina's Got Talent Competition, and its organizer, Wardell Brantley.

Further, deponent sayeth not.



PEGGY BURGER, Individually And As  
Guardian Ad Litem for Caitlyn Burger

Sworn To & Subscribed Before  
Me This 18<sup>th</sup> Day of July, 2019

  
 Notary Public for SC  
 My Commission Expires:  
 01/24/2027



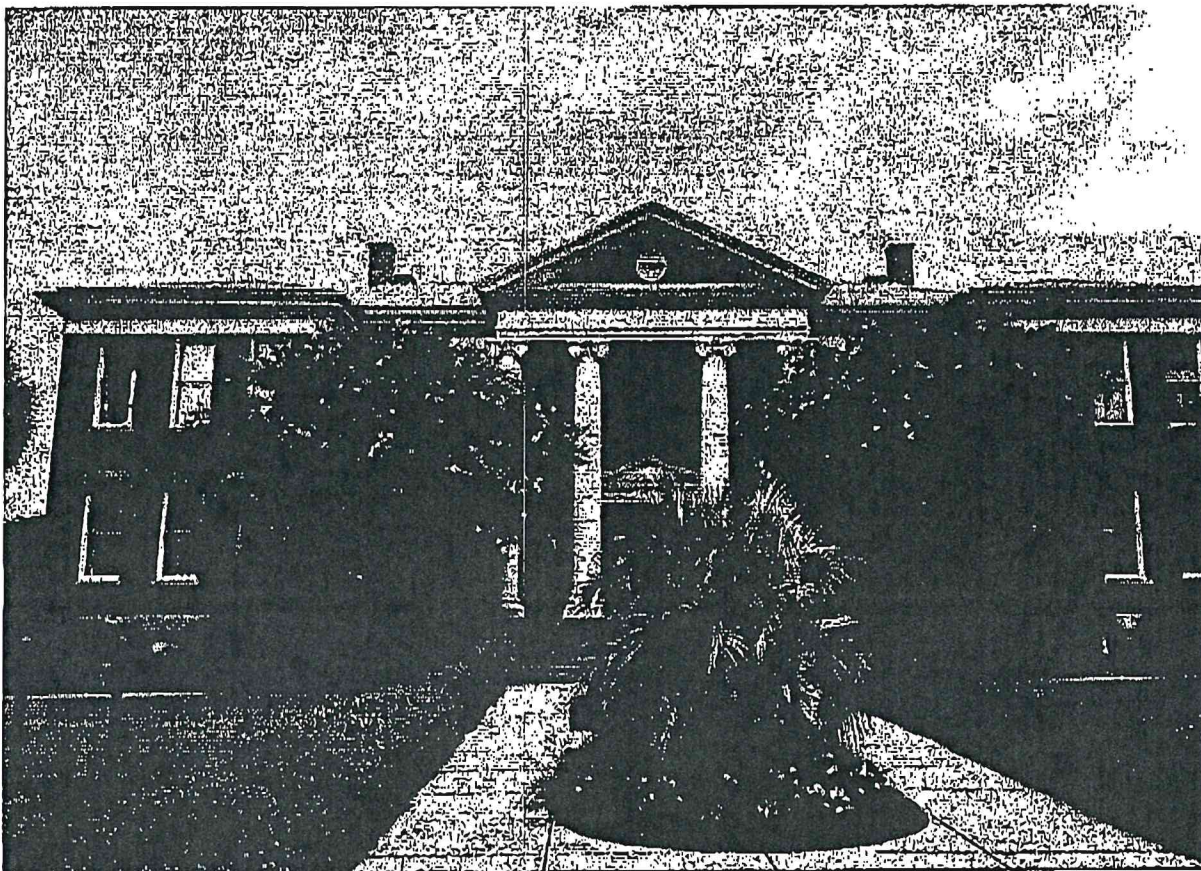
7/19/2019

Georgetown to withhold funding for Winyah Auditorium | News | southstrandnews.com

[https://www.southstrandnews.com/news/georgetown-to-withhold-funding-for-winyah-auditorium/article\\_a366479c-72fb-11e8-ab04-5b0e7467da98.html](https://www.southstrandnews.com/news/georgetown-to-withhold-funding-for-winyah-auditorium/article_a366479c-72fb-11e8-ab04-5b0e7467da98.html)

## Georgetown to withhold funding for Winyah Auditorium

By David Purtell [dpurte@southstrandnews.com](mailto:dpurte@southstrandnews.com) Jun 19, 2018



The city of Georgetown plans to withhold funding for the Winyah Auditorium until City Council can review the findings of a financial audit of the organization.

Buy Now

David Purtell/South Strand News

Georgetown City Council is set to hold the final vote on the city's 2018-2019 fiscal budget during Thursday's regular meeting.

The vote will follow a public hearing on the proposed budget ordinance, which takes effect July 1.

City staff have made one change since council's first vote on the budget ordinance in May, and that change has pushed total spending in slightly above \$33 million.

7/16/2019

Georgetown to withhold funding for Winyah Auditorium | News | southstrandnews.com

The change moves \$125,000 from the city's fund balance into the general fund for the new budget. That money is replacing \$125,000 the city was planning to take from a \$2.25 million settlement over a lawsuit involving damage to City Hall. The \$125,000 is for legal expenses relating to the lawsuit and for paying the lease on the building the city's been using since City Hall was vacated nearly two years ago.

Now that the city has decided to demolish and rebuild City Hall, city officials want all of the settlement funds to go toward that project.

The new budget includes a 1.5 percent increase to the city's water and sewer rates, but there is no property tax increase.

The new budget will also include funding for Winyah Auditorium, which the city routinely provides for, but the city will not release those funds until City Council decides whether to do so.

The situation stems from May 2017 when the auditorium's former director, Wardell Brantley Jr., was arrested on fraud and embezzlement charges relating to a his Carolina's Got Talent show held at the auditorium -- police said Brantley didn't pay winning contestants their reward money.

After news broke about the charges, the city's former administrator, Paul Gardner, told the auditorium's board of directors a financial audit of the organization should be conducted. The city has been withholding funds for the organization ever since -- \$35,000 has not been released as part of the 2017-2018 budget. And \$25,000 is slated for the auditorium in the new budget.

Initially, auditorium officials decided against conducting the forensic audit. But during a budget workshop in May, City Council made it clear that the funding would not be released until the audit is complete. Now, the organization is the process of beginning the audit, city Finance Director Debra Blvens told council during a workshop on June 12.

The embezzlement and fraud charges against Brantley are still pending. And last month, a lawsuit filed by contestants in Carolina's Got Talent named the city, as well as Georgetown County, as defendants. Several defendants are named in the suit, including Brantley and the auditorium.

The lawsuit was mentioned during council's workshop last week as Mayor Brendon Barber said council members have concerns about it.

Georgetown City Council meets at 5:30 p.m. in municipal court at the Police Department on Highmarket Street.

7/16/2019

Georgetown to withhold funding for Winyah Auditorium | News | southstrandnews.com

ELECTRONICALLY FILED - 2019 Jul 18 12:10 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200456

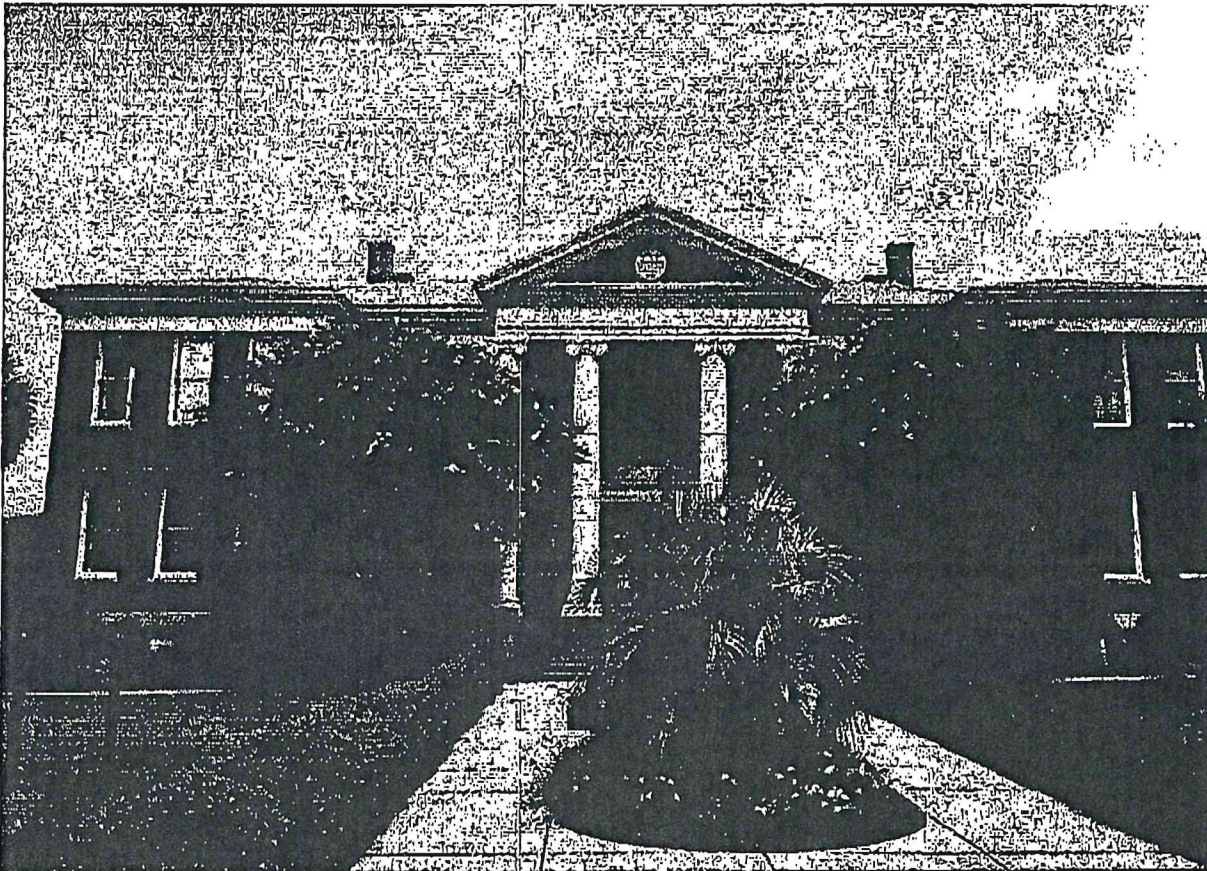
7/18/2019

City of Georgetown releases funding for Winyah Auditorium | News | southstrandnews.com

[https://www.southstrandnews.com/news/city-of-georgetown-releases-funding-for-winyah-auditorium/article\\_830710ae-1de5-11e9-9e23-47053fb56826.html](https://www.southstrandnews.com/news/city-of-georgetown-releases-funding-for-winyah-auditorium/article_830710ae-1de5-11e9-9e23-47053fb56826.html)

## City of Georgetown releases funding for Winyah Auditorium

By David Purtell dpurtell@southstrandnews.com Jan 22, 2019



Winyah Auditorium in Georgetown.

Buy Now

File

The Winyah Auditorium is once again receiving funds from the city of Georgetown after money was withheld following the 2017 arrest of the auditorium's former director on charges of fraud and embezzlement.

City Council voted to release the funds during a regular meeting Jan. 17. The move came after the nonprofit board that oversees the auditorium made changes to its financial practices in the wake of the incident involving its former director.

[https://www.southstrandnews.com/news/city-of-georgetown-releases-funding-for-winyah-auditorium/article\\_830710ae-1de5-11e9-9e23-47053fb56826...](https://www.southstrandnews.com/news/city-of-georgetown-releases-funding-for-winyah-auditorium/article_830710ae-1de5-11e9-9e23-47053fb56826...) 1/3

7/18/2019

City of Georgetown releases funding for Winyah Auditorium | News | southstrandnews.com

In May 2017, Wardell Brantley Jr. was charged with embezzlement of public funds and breach of trust with fraudulent intent in connection to a talent show he produced. The show was held at Winyah Auditorium, where Brantley was the part-time director.

After Brantley's arrest, City Council chose not to release the \$35,000 it provides the auditorium annually. City officials said the auditorium's board needed to review its financial practices and conduct an internal audit. The city withheld the money throughout the 2017-18 fiscal year and into the current year.

During the Jan. 18 meeting, the board's chairwoman, Michelle Lusardi, updated council on changes the organization has made.

"We've certainly learned our lesson," she said.

Lusardi said that following Brantley's arrest, about \$7,000 was found to be missing. Of that amount, she said, about \$6,000 has been recovered. She said the board can't be totally sure about the exact amount of missing money because some of the transactions, such as rental deposits, were done with cash.

The auditorium no longer accepts cash deposits, Lusardi said, and a debit card is no longer used by the director or board members.

Lusardi said the board's current treasurer, Walt Loos, is an accountant -- the previous treasurer stepped down shortly after Brantley's arrest.

The former director "took advantage of a trusting board," Lusardi said. Brantley was "abysmal at keeping records," she added. She said the audit should be complete by this summer.

Court records show two of Brantley's charges were dismissed while the embezzlement charge is still pending.

Dedric Bonds is the current director of the auditorium.

Council's action allows 75 percent of the funding from fiscal year 2017-2018 to be released immediately. The rest of the money from that year, as well the funding for the current year, will be released once the audit is complete.

7/16/2019

City of Georgetown releases funding for Winyah Auditorium | News | southstrandnews.com

The Winyah Auditorium receives the majority of revenue for its \$85,000-a-year budget from the city and county -- \$35,000 from each.

Lusardi told council most of the money goes toward upkeep of the building, which was formerly Winyah High School. She said thousands of dollars worth of renovations have been on hold due to funding being withheld.

"Your money is an investment in the city," Lusardi told council. She said the auditorium -- which hosts concerts, plays and other events throughout the year -- attracts people to Georgetown.

ELECTRONICALLY FILED - 2019 Jul 18 12:10 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200456



[\(https://www.winyahauditorium.org/\)](https://www.winyahauditorium.org/)

[Home](https://www.winyahauditorium.org/) ▾ [\(https://www.winyahauditorium.org/\)](https://www.winyahauditorium.org/)

[Tickets](https://www.winyahauditorium.org/coming-events/) ▾ [\(https://www.winyahauditorium.org/coming-events/\)](https://www.winyahauditorium.org/coming-events/)

[Rental Info](https://www.winyahauditorium.org/our-facilities/) [\(https://www.winyahauditorium.org/our-facilities/\)](https://www.winyahauditorium.org/our-facilities/)

[Support the Winyah!](https://www.winyahauditorium.org/support-the-winyah/) ▾ [\(https://www.winyahauditorium.org/support-the-winyah/\)](https://www.winyahauditorium.org/support-the-winyah/)

[Thom Martin Balcony Renovation](https://www.winyahauditorium.org/thom-martin-project/) [\(https://www.winyahauditorium.org/thom-martin-project/\)](https://www.winyahauditorium.org/thom-martin-project/)

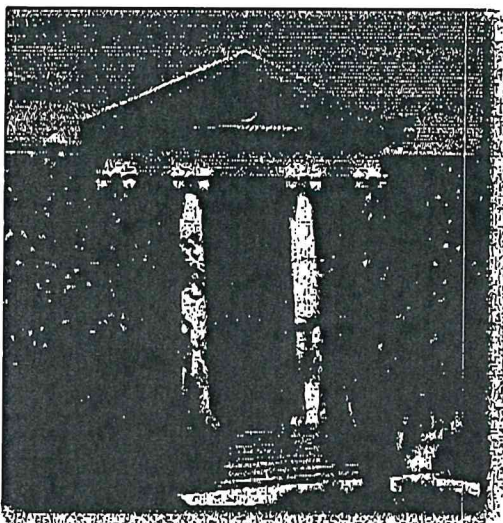
[More Area Arts Info](https://www.winyahauditorium.org/more-area-arts-info/) [\(https://www.winyahauditorium.org/more-area-arts-info/\)](https://www.winyahauditorium.org/more-area-arts-info/)

[Plan Your Visit!](https://www.winyahauditorium.org/planning-your-visit/) ▾ [\(https://www.winyahauditorium.org/planning-your-visit/\)](https://www.winyahauditorium.org/planning-your-visit/)

[Contact Us](https://www.winyahauditorium.org/contact-us/) [\(https://www.winyahauditorium.org/contact-us/\)](https://www.winyahauditorium.org/contact-us/)



## About Us

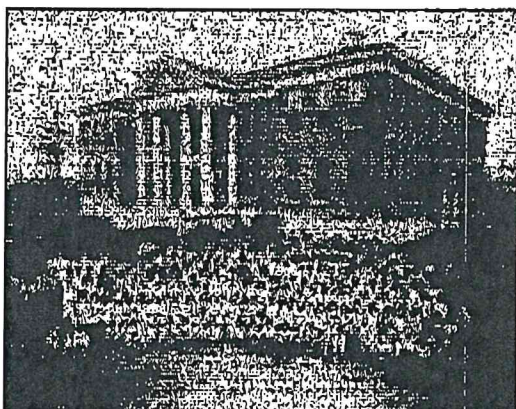


### Who and What We Are:

The Historic Winyah Auditorium is a 501(3)c non-profit, run by an all volunteer Board of Directors, a part-time Managing Director and folks from the community who serve on our working committees. We all come from diverse backgrounds, having had careers in health care, public service, education, banking, and various businesses. What we have in common is our passion for the performing arts, and the commitment to bring more of the arts to Georgetown.

Programs and events at the Winyah are supported by grants from the City and County of Georgetown, by individual and family memberships, by sponsorships from generous individual donors, and by local businesses and organizations.

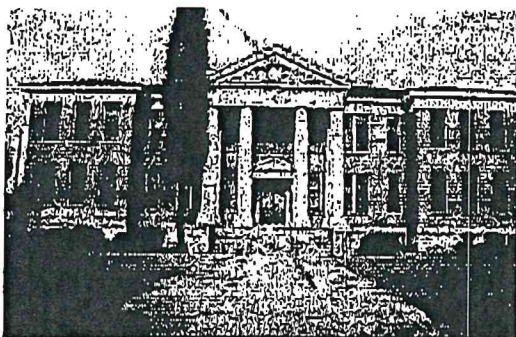
The Auditorium and our historically furnished Es'Dorn meeting room are also available (for a small rental fee) for community events such as memorial services, debates, business meetings, pageants, parties, and recitals.



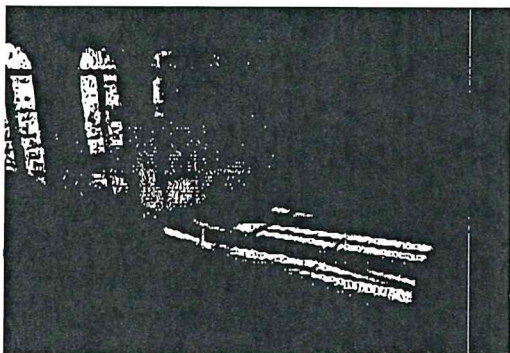
### A Little History...

Construction began on our historic building in 1907, on what had been the city "commons" on Highmarket Street between Cleland and Dozier Streets. The very first event held in the auditorium was a Georgetown town meeting in March 1908. Initially the building served as a "graded" elementary school. With the addition of a new wing in 1924 the Winyah served as the junior and senior high school for the town. As the town grew in size, space became an issue within the school. A fire in 1981 resulted in significant smoke damage to the Auditorium and newer wing. The last class of "Gators" graduated from Winyah High School in 1985, when the new Georgetown High School opened its door.



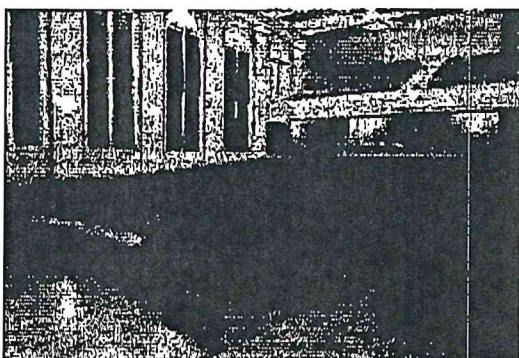


In 1988, A group of dedicated citizens, led by school secretary Mrs. Nell Crib, "saved" the building from demolition by petitioning to have it placed on the on the National Register of Historic Places. For a number of years, the City of Georgetown used the space for offices, and Coastal Carolina brought instruction back into the classrooms. After a few years, use of the building waned, and it was abandoned and boarded up. It remained unoccupied for nearly 25 years!



Two and a half decades later, a group of devoted citizens, along with the City and County of Georgetown, came together to raise enough money to restore the neglected building and the auditorium. After all the seats were removed from first floor of the auditorium, the original floors sanded and restored, the windows re-glazed, the beautiful ceiling painted to restore it's original specifications, and period lighting was re-

hung. Several bas-relief panels original to the building were returned to their initial positions at the front and the rear of the Auditorium. Unfortunately, there was not enough money to restore the balcony; this is a special project still waiting to be done.



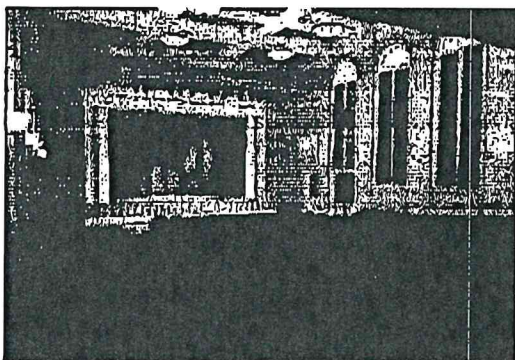
The beautiful and historic Winyah Auditorium reopened its doors in 2011 and now serves as a cultural and civic center, as well as a performance venue showcasing music and dance arts. A welcoming space with incredible acoustics, the Winyah has hosted chamber music ensembles, rock concerts, performances of Shakespeare's plays, and a Jazz festival, as well as pageants, recitals, and town meetings. Surrounding the auditorium,

the Winyah School building also houses The Georgetown School of Arts and Sciences, Coastal Optical, and Coastal Eye Group.

**Look at Us Now!**

New Stage and window curtains will soon be installed. Renovation of our balcony is underway, and we will have a "Grand Re-Opening to celebrate the life of Thom Martin for whom the Balcony will be named in mid-September.





Attend a concert or play at the Historic Winyah Auditorium, and experience the incredible acoustics in a performance space restored to its original splendor!

Copyright Winyah Auditorium Corporation. Location: 1200 Highmarket St. Georgetown SC 29440 Mailing Address: PO Box 3047 Georgetown SC 29442 Phone: 843 4611342

ELECTRONICALLY FILED - 2019 Jul 18 12:10 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200456

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Luke M. Smith, Erica Smith, Peggy Burger, individually and as Guardian ad Litem for Caitlyn Burger, Shawonnah Davis individually and as Guardian ad Litem for Sania Williams, Edison Chichester individually and as Guardian ad Litem for Jennifer Chichester, Jenna Grace Singleton, and Dale Singleton,

Plaintiffs,

vs.

Carolina’s Got Talent, Wardell Brantley, South Carolina Media Arts Academy, Winyah Auditorium City of Georgetown, County of Georgetown, WPDE ABC 15, WWMB CW21, Sinclair Broadcast Group, Inc., Howard Stirk Holdings, and Cunningham Broadcasting Corporation,

Defendants,

FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN THE COURT OF COMMON PLEAS  
CASE NO.: 2018-CP-22-00456

**MEMORANDUM IN SUPPORT OF  
MOTION FOR SUMMARY  
JUDGMENT**

**SUMMARY OF ARGUMENTS**

Plaintiffs have filed the above captioned lawsuit against Defendant Georgetown County (County) and several other Defendants alleging claims arising from the failure to award prizes promised by Defendants Carolina’s Got Talent and Wardell Brantley. County has moved for summary judgment on the grounds that it has no connection, control, sponsorship or association with Winyah Auditorium or any of the other Defendants in connection with the Carolina’s Got Talent contest. [See Affidavit of Wesley Bryant, County Attorney] In addition, Plaintiffs admit in their answers to interrogatories that they do not know of any communications between them and any individual from the County which they relied upon when entering the Carolina’s Got Talent contest. Because the County had no connection with the contest in question, it did not owe any duty to the Plaintiffs which would create liability for the County. See *Repko v. Cty. of Georgetown*, 424 S.C. 494, 818 S.E.2d 743 (2018).

County moves for summary judgment on the additional ground that it is immune from suit under the South Carolina Tort Claims Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not limited to the criminal actions of third persons.

County moves for summary judgment on the grounds that in South Carolina an action arising from the failure to award a prize in gaming and prize contests give rise only to an *ex contractu* action. See *Taylor v. James F. Byrnes Acad., Inc.*, 290 S.C. 261, 265, 349 S.E.2d 888, 891 (Ct. App. 1986). County is not a party to any contracts with the Plaintiffs.

### STATEMENT OF FACTS

Defendant Wardell Brantley and Defendant S.C. Media Arts Academy created and sponsored a talent competition called “Carolina’s Got Talent.” All Plaintiffs are alleged to have entered the competition and to have won certain prizes listed on a distribution sheet furnished by either Wardell Brantley or S.C. Media Arts Academy. Plaintiffs allege only a small portion of the prizes won were actually awarded to Plaintiffs. [See Complaint]

The semi-finals and finals of the contest “Carolina’s Got Talent” were held in Winyah Auditorium. Defendant Georgetown County does not own or have any interest in Winyah Auditorium. [See Affidavit of Wesley Bryant, County Attorney]

In their answers to interrogatories and responses to request to produce, Plaintiffs do not know of any communication with any individual from Defendant Georgetown County which Plaintiffs relied upon in connection with the contest “Carolina’s Got Talent.” Plaintiffs cannot produce any brochures, advertisements, contracts flyers or other documents relied upon by Plaintiffs when entering the contest. The only contract Plaintiffs have is a contract for Carolina’s Got Talent Terms and Conditions and an Independent Contractor Agreement. Defendant Georgetown County is not a party to either contract.

### DISCUSSION

Plaintiffs allege four causes of action against Defendant Georgetown County. Those cause of action are: 1) Negligence [4<sup>th</sup> Cause of Action]; 2) Negligent Misrepresentation [5<sup>th</sup> Cause of Action]; 3) Unfair Trade

Practices [6<sup>th</sup> Cause of Action]; and 4) Aiding and Abetting [9<sup>th</sup> Cause of Action]. Defendant Georgetown County will discuss each one separately and show why it should be dismissed from the lawsuit on summary judgment. In addition, Defendant Georgetown County will show that Plaintiffs claims are limited to breach of contract and Georgetown County was not a party to any contracts in connection with the Carolina's Got Talent contest.

*Negligence.*

Plaintiffs have generally alleged that all defendants are liable in negligence because they associated with, affiliated with, rented to, broadcast, sponsored, endorsed the Carolina's Got Talent Contest. Defendant Georgetown County contends that not one of the activities alleged gives rise to a negligence claim for damages against defendants. Even those acts did give rise to a claim for negligence, Defendant Georgetown has not done any of the acts alleged by Plaintiffs. [Affidavit Wesley Bryant]

An essential element in a negligence cause of action is the existence of a legal duty owed by the defendant to the plaintiff. Without such a duty, there can be no actionable negligence. *Rogers v. Department of Parole & Comm. Corrections*, 320 S.C. 253, 464 S.E.2d 330 (1995); *Wyatt v. Fowler*, 326 S.C. 97, 101, 484 S.E.2d 590, 592 (1997). Plaintiffs allege that Defendant Georgetown County's duties arose because it hosted the contest, endorsed its credibility and rented Winyah Auditorium to Defendant Wardell Brantley and/or Defendant S.C. Media Arts Academy. As shown by the affidavit of Wesley Bryant, Defendant Georgetown County did not do any of those acts. Plaintiffs have admitted in their answers to interrogatories that they have no knowledge of any communications from individuals with Georgetown County which they relied upon when they entered the Carolina's Got Talent contest.

*S.C. Tort Claim Act Immunity.*

Under the South Carolina Tort Claims Act. *S.C. Code Ann. §15-78-60 (20)*. A governmental entity not liable for an act or omission of a person other than an employee including but not limited to the criminal actions of third persons. Plaintiff seek make Defendant Georgetown County for the acts of Defendant Wardell Brantley and/or Defendant S.C. Media Arts Academy and possibly other defendants. However, no employee of

Georgetown County made any representations or performed any acts which Plaintiffs relied upon in connection with the contest. Defendant Georgetown County is immune from tort liability for the acts of third parties. S.C. Code Ann. §15-78-60 (20).

#### *Negligent Misrepresentation*

Plaintiff must allege and prove the following essential elements to establish liability for negligent misrepresentation: (1) the Defendant Georgetown County made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the statement; (3) the defendant owed a duty of care to see that he communicated truthful information to the plaintiff; (4) the defendant breached that duty by failing to exercise due care; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as the proximate result of his reliance upon the representation.” (emphasis added); *Jefferies v. Phillips*, 316 S.C. 523, 527, 451 S.E.2d 21, 23 (Ct. App. 1994). As shown in the answers to Plaintiffs’ interrogatories, Georgetown County employees did not make any false representations to Plaintiffs upon which Plaintiffs relied in connection with the Carolina’s Got Talent contest. For those reasons, summary judgment is appropriate for Defendant Georgetown County. *Quail Hill, LLC v. Cty. of Richland*, 387 S.C. 223, 232, 692 S.E.2d 499, 504 (2010).

#### *Unfair & Deceptive Trade Practices*

To recover in an action under the UTPA, the plaintiff must show: (1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s). S.C. Code Ann. §§ 39-5-10 to -560. *Wright v. Craft*, 372 S.C. 1, 23, 640 S.E.2d 486, 498 (Ct. App. 2006). Plaintiffs have no evidence that Defendant Georgetown County engaged in an unfair or deceptive act in the conduct of trade or commerce. Summary Judgment is appropriate for this cause of action. *Id.*

#### *Aiding and Abetting*

The gravamen of the claim for aiding and abetting is the defendant's knowing participation in the alleged breach of a duty owed to Plaintiffs. *Mason v. Mason*, 412 S.C. 28, 61, 770 S.E.2d 405, 422 (Ct. App. 2015).

Plaintiffs have no evidence that Defendant Georgetown County participated in any the alleged unlawful acts of any of the other defendants. Summary Judgment is appropriate. *Id.*

*Additional Grounds*

An action arising from the failure to award a prize in gaming and prize contests give rise only to an *ex contractu* action. See *Taylor v. James F. Byrnes Acad., Inc.*, 290 S.C. 261, 265, 349 S.E.2d 888, 891 (Ct. App. 1986). County is not a party to any contracts with the Plaintiffs. Summary Judgment is appropriate for Defendant Georgetown County. *Id.*

s/ Michael W. Battle SC Bar # 584  
Michael W. Battle  
BATTLE LAW FIRM, LLC  
Attorneys for Georgetown County  
1200 Main Street  
Conway, South Carolina 29528-0530  
Area Code (843) 248-4321

June 20, 2019  
Conway, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
  
C.A. NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15,) )  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )

**PLAINTIFF'S ANSWERS TO  
DEFENDANT GEORGETOWN  
COUNTY'S INTERROGATORIES**

**TO: MICHAEL W. BATTLE, ATTORNEY FOR DEFENDANT GEORGETOWN  
COUNTY:**

- The Plaintiff's specifically reserves and does not waive any objections, which may be appropriated to the Interrogatories.
- The Plaintiffs specifically reserved and does not waive any objections which may otherwise be available to him and further states that no response or document produced.
- The Plaintiffs object to responding to any Interrogatory or Request for Production that seeks information which constitutes confidential attorney client communication or which falls within the scope of Rule 26 (b) (3) or which exceeds the scope of discovery otherwise provided by the South Carolina Rules of Civil Procedure for by statute or by common law.

- The Plaintiffs objects to responding to any Interrogatory or Request for Production to the extent it imposes any obligation greater than those imposed by the South Carolina Rules of Civil Procedure.

1. Give the names and addresses of each and every person known to the Plaintiff or counsel to be a witness concerning any facts of the case and indicate whether or not written or recorded statements have been taken from each witness and indicate who has possession of any such statements.

**ANSWER:** (a) **Luke Smith**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**

(b) **Erica Smith**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**

(c) **Shawonnah Davis**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**

(e) **Edison Chichester**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**

(f) **Jenna Grace Singleton**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**

(g) **Dale Singleton**  
**c/o Hudson & Graham Law Offices**  
**No written or recorded statements have been taken of this witness.**

(h) **Carolina's Got Talent**

(i) **Wardell Brantley**  
**7101 Horseshoe Circle**  
**Conway SC 29527**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(j) SC Media Arts Academy**

**(k) Winyah Auditorium  
c/o Goldfinch Winslow**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(l) City of Georgetown**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(m) County of Georgetown  
c/o Battle Law Firm**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(n) WPDE ABC15  
c/o Wyche**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(o) WWMB CW21  
c/o Wyche**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(p) Sinclair Broadcast Group, Inc.  
c/o Wyche**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(q) Howard Stirk Holdings  
c/o Wyche**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(r) Cunningham Broadcasting Corporation  
c/o Wyche**

**Upon information and belief, no written or recorded statements have been taken of this witness.**

**(s) All witnesses listed or identified by any party**

**(t) All persons or entities mentioned or referenced by any party throughout the discovery process**

2. Set forth a list of photographs, plats, sketches, correspondence, memos, reports, or other data or documents in possession of the Plaintiff or counsel that relate to the claim or the defense in the case.

**ANSWER:**

- Carolina's Got Talent Terms & Conditions**
- Carolina's Got Talent 9/22 Performing Group List**
- Carolina's Got Talent 9/29 Performing Group List**
- Carolina's Got Talent 10/13 Performing Group List**
- Carolina's Got Talent 10/20 Performing Group List**
- Carolina's Got Talent 10/27 Performing Group List**
- "Carolina Talent Text 1" between Plaintiff Luke Smith & Defendant Brantley**
- "Carolina Talent Text 2" between Plaintiff Luke Smith & Defendant Brantley**
- "Carolina Talent Text 3" between Plaintiff Luke Smith & Defendant Brantley**
- Correspondence to Plaintiff Caitlyn Burger dated 4/15/17**
- Correspondence to Plaintiff Jennifer Chichester dated 4/15/17**
- Correspondence to Plaintiff Luke Smith dated 2/20/17**
- Correspondence to Plaintiff Sania Williamson dated 4/15/17**
- Correspondence to Plaintiff Sania Williamson dated 2/20/17**
- Distribution Sheet #8990 dated 2/21/17**
- Distribution Sheet #8991 dated 2/21/17**
- Distribution Sheet #8994 dated 2/21/17**
- Distribution Sheet #89913 dated 3/9/17**
- Email to Defendant Brantley from Plaintiff Luke Smith dated 2/16/17**
- Email from Carolina's Got Talent TV dated 8/14/16**
- Email from Carolina's Got Talent TV dated 9/2/16**
- Email from Carolina's Got Talent TV dated 9/21/16**
- Email from Carolina's Got Talent TV dated 10/7/16**
- Email from Defendant Brantley dated 1/8/17**
- Email from Defendant Brantley dated 3/16/17**
- Email from Defendant Brantley dated 4/20/17**
- Email from Defendant Brantley dated 4/21/17**
- Email from Defendant Brantley dated 5/2/17**
- Email from Defendant Brantley dated 5/10/17**
- Email from Yvonne Cambpell dated 8/26/16**
- Email from Yvonne Cambpell dated 9/13/16**
- Email from Yvonne Cambpell dated 9/23/16**
- Email from Yvonne Cambpell dated 10/3/16**
- Email from Yvonne Cambpell dated 10/6/16**
- Email from Yvonne Cambpell dated 10/11/16**
- Email from Yvonne Cambpell dated 10/24/16**
- Email from Yvonne Cambpell dated 10/26/16**

**Email from Yvonne Cambpell dated 10/31/16  
Email from Yvonne Cambpell dated 11/2/16  
Email from Yvonne Cambpell dated 11/28/16  
Email from Yvonne Cambpell dated 12/3/16  
Email from Yvonne Cambpell dated 12/4/16  
Email from Yvonne Cambpell dated 12/28/16  
Email from Yvonne Cambpell dated 12/29/16  
Email from Yvonne Cambpell dated 1/7/17  
Email from Yvonne Cambpell dated 1/18/17  
Email from Yvonne Cambpell dated 1/23/17  
Email from Yvonne Cambpell dated 1/30/17  
Email from Yvonne Cambpell dated 2/16/17  
Email from Yvonne Cambpell dated 2/21/17  
Email from Yvonne Cambpell dated 3/3/17  
Email from Yvonne Cambpell dated 3/15/17  
Independent Contractor Agreement  
Scholarship Award Certificate to Plaintiff Jennifer Chichester  
Scholarship Award Certificate to Plaintiff Jenna Grace Singleton  
“Thanks-Giving Day” show flyer  
“Welcome to Round Two” flyer**

3. Set forth the names and address of all providers of insurance with coverage relating to the damages alleged, and set forth the number or numbers of the policies involved, the policy holder, and the deductible amount(s) of each policy.

**ANSWER:           Company:    SC Municipal Insurance and Risk Financing Fund  
                      Insured:     City of Georgetown  
                      Claim No:   SF-17-0779-0001  
  SF-17-0779-0002  
  SF-17-0779-0003  
  SF-17-0779-0004**

4. List the names and addresses of any expert witnesses whom the Plaintiff or counsel proposes to use in the trial of the case.

**ANSWER:           None at this time but the Plaintiff reserves the right to do so as the case develops and information becomes available.**

5. For each person known to the Plaintiff or counsel to be a witness concerning any facts of this case, set forth either a summary sufficient to inform of the important facts known to or

observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

**ANSWER: (a) Luke Smith**  
**Plaintiff Luke Smith will testify in connection with the personal knowledge as to the incident in question.**

**(b) Erica Smith**  
**Plaintiff Erica Smith will testify in connection with the personal knowledge as to the incident in question.**

**(c) Shawonnah Davis**  
**Plaintiff Shawonnah Davis will testify in connection with the personal knowledge as to the incident in question.**

**(e) Edison Chichester**  
**Plaintiff Edison Chichester will testify in connection with the personal knowledge as to the incident in question.**

**(f) Jenna Grace Singleton**  
**Plaintiff Jenna Grace Singleton will testify in connection with the personal knowledge as to the incident in question.**

**(g) Dale Singleton**  
**Plaintiff Dale Singleton will testify in connection with the personal knowledge as to the incident in question.**

**(h) Carolina's Got Talent**  
**It is assumed Defendant Carolina's Got Talent will testify in connection as to their knowledge of the incident in question.**

**(i) Wardell Brantley**  
**It is assumed Defendant Wardell Brantley will testify in connection as to his knowledge of the incident in question.**

**(j) SC Media Arts Academy**  
**It is assumed Defendant SC Media Arts Academy will testify in connection as to their knowledge of the incident in question.**

**(k) Winyah Auditorium**  
**It is assumed Defendant Winyah Auditorium will testify in connection as to their knowledge of the incident in question.**

**(l) City of Georgetown**

**It is assumed Defendant City of Georgetown will testify in connection as to their knowledge of the incident in question.**

**(m) County of Georgetown**  
**It is assumed Defendant County of Georgetown will testify in connection as to their knowledge of the incident in question.**

**(n) WPDE ABC15**  
**It is assumed Defendant WPDE ABC15 will testify in connection as to their knowledge of the incident in question.**

**(o) WWMB CW21**  
**It is assumed Defendant WWMB CW21 will testify in connection as to their knowledge of the incident in question.**

**(p) Sinclair Broadcast Group, Inc.**  
**It is assumed Defendant Sinclair Broadcasting Group, Inc. will testify in connection as to their knowledge of the incident in question.**

**(q) Howard Stirk Holdings**  
**It is assumed Defendant Howard Stirk Holdings will testify in connection as to their knowledge of the incident in question.**

**(r) Cunningham Broadcasting Corporation**  
**It is assumed Defendant Cunningham Broadcasting Corporation will testify in connection as to their knowledge of the incident in question.**

6. Provide an itemized list of what place or position each Plaintiff won in the competition, what the corresponding prize was, and reference what documentation or individual gave them this belief.

|                |   |   |
|----------------|---|---|
| <b>ANSWER:</b> | <b>Luke M. Smith, Winner:</b>           | <b>\$6,000 (Distribution Sheet #8991)</b>                 |
|                |   | <b>\$10,000 (Distribution Sheet #8990)</b>                |
|                | <b>Sania Williamson, Finalist:</b>      | <b>\$3,600 (Distribution Sheet #8994)</b>                 |
|                | <b>Jenna Grace Singleton, Finalist:</b> | <b>\$6,000 (Distribution Sheet #89913)</b>                |
|                | <b>Caitlyn Burger:</b>                  | <b>\$3,600 (Terms &amp; Conditions signed on 3/16/17)</b> |
|                | <b>Jennifer Chichester:</b>             |   |

7. Identify any and all individuals from Georgetown County whom the Plaintiffs communicated with by any means and what statements they made which were relied upon by the parties when entering the competition.

**ANSWER: None know at this time.**

**s/J. Dwight Hudson, Esq.**

J. Dwight Hudson, Esquire

SC Bar # 2753

**Hudson & Graham Law Offices**

PO Box 70218

Myrtle Beach, SC 29572

(843) 692-9889

**Attorney for Plaintiffs**

Date: January 2, 2019

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

IN THE COURT OF COMMON PLEAS  
  
C.A. NO.: 2018-CP-22-00456

Luke M. Smith, Erica Smith, Peggy Burger, )  
individually and as Guardian ad Litem for )  
Caitlyn Burger, Shawonnah Davis )  
individually and as Guardian ad Litem for )  
Sania Williams, Edison Chichester )  
individually and as Guardian ad Litem for )  
Jennifer Chichester, Jenna Grace Singleton, )  
and Dale Singleton, )

Plaintiffs, )

vs. )

Carolina's Got Talent, Wardell Brantley, )  
South Carolina Media Arts Academy, )  
Winyah Auditorium, City of Georgetown, )  
County of Georgetown, WPDE ABC 15,)  
WWMB CW21, Sinclair Broadcast Group )  
Inc., Howard Stirk Holdings, and )  
and Cunningham Broadcasting Corporation, )

Defendants. )

**PLAINTIFF'S RESPONSES TO  
DEFENDANT GEORGETOWN'S  
REQUEST TO PRODUCE**

**TO: MICHAEL W. BATTLE, ATTORNEY FOR DEFENDANT GEORGETOWN  
COUNTY:**

- The Plaintiff's specifically reserves and does not waive any objections, which may be appropriated to the Interrogatories.
- The Plaintiffs specifically reserved and does not waive any objections which may otherwise be available to him and further states that no response or document produced.
- The Plaintiffs object to responding to any Interrogatory or Request for Production that seeks information which constitutes confidential attorney client communication or which falls within the scope of Rule 26 (b) (3) or which exceeds the scope of discovery otherwise provided by the South Carolina Rules of Civil Procedure for by statute or by common law.

- The Plaintiffs objects to responding to any Interrogatory or Request for Production to the extent it imposes any obligation greater than those imposed by the South Carolina Rules of Civil Procedure.

1. Any and all statements listed in response to Defendant’s Interrogatory No. 1, served herewith.

**RESPONSE: None.**

2. Any and all photographs, plats, bills, records, invoices, contracts, sketches or other documents or documents listed in response to Defendant’s Interrogatories, served herewith.

**RESPONSE:** Carolina’s Got Talent Terms & Conditions  
 Carolina’s Got Talent 9/22 Performing Group List  
 Carolina’s Got Talent 9/29 Performing Group List  
 Carolina’s Got Talent 10/13 Performing Group List  
 Carolina’s Got Talent 10/20 Performing Group List  
 Carolina’s Got Talent 10/27 Performing Group List  
 “Carolina Talent Text 1” between Plaintiff Luke Smith & Defendant Brantley  
 “Carolina Talent Text 2”between Plaintiff Luke Smith & Defendant Brantley  
 “Carolina Talent Text 3” between Plaintiff Luke Smith & Defendant Brantley  
 Correspondence to Plaintiff Caitlyn Burger dated 4/15/17  
 Correspondence to Plaintiff Jennifer Chichester dated 4/15/17  
 Correspondence to Plaintiff Luke Smith dated 2/20/17  
 Correspondence to Plaintiff Sania Williamson dated 4/15/17  
 Correspondence to Plaintiff Sania Williamson dated 2/20/17  
 Distribution Sheet #8990 dated 2/21/17  
 Distribution Sheet #8991 dated 2/21/17  
 Distribution Sheet #8994 dated 2/21/17  
 Distribution Sheet #89913 dated 3/9/17  
 Email to Defendant Brantley from Plaintiff Luke Smith dated 2/16/17  
 Email from Carolina’s Got Talent TV dated 8/14/16  
 Email from Carolina’s Got Talent TV dated 9/2/16  
 Email from Carolina’s Got Talent TV dated 9/21/16  
 Email from Carolina’s Got Talent TV dated 10/7/16  
 Email from Defendant Brantley dated 1/8/17  
 Email from Defendant Brantley dated 3/16/17  
 Email from Defendant Brantley dated 4/20/17  
 Email from Defendant Brantley dated 4/21/17  
 Email from Defendant Brantley dated 5/2/17

**Email from Defendant Brantley dated 5/10/17**  
**Email from Yvonne Cambpell dated 8/26/16**  
**Email from Yvonne Cambpell dated 9/13/16**  
**Email from Yvonne Cambpell dated 9/23/16**  
**Email from Yvonne Cambpell dated 10/3/16**  
**Email from Yvonne Cambpell dated 10/6/16**  
**Email from Yvonne Cambpell dated 10/11/16**  
**Email from Yvonne Cambpell dated 10/24/16**  
**Email from Yvonne Cambpell dated 10/26/16**  
**Email from Yvonne Cambpell dated 10/31/16**  
**Email from Yvonne Cambpell dated 11/2/16**  
**Email from Yvonne Cambpell dated 11/28/16**  
**Email from Yvonne Cambpell dated 12/3/16**  
**Email from Yvonne Cambpell dated 12/4/16**  
**Email from Yvonne Cambpell dated 12/28/16**  
**Email from Yvonne Cambpell dated 12/29/16**  
**Email from Yvonne Cambpell dated 1/7/17**  
**Email from Yvonne Cambpell dated 1/18/17**  
**Email from Yvonne Cambpell dated 1/23/17**  
**Email from Yvonne Cambpell dated 1/30/17**  
**Email from Yvonne Cambpell dated 2/16/17**  
**Email from Yvonne Cambpell dated 2/21/17**  
**Email from Yvonne Cambpell dated 3/3/17**  
**Email from Yvonne Cambpell dated 3/15/17**  
**Independent Contractor Agreement**  
**Scholarship Award Certificate to Plaintiff Jennifer Chichester**  
**Scholarship Award Certificate to Plaintiff Jenna Grace Singleton**  
**“Thanks-Giving Day” show flyer**  
**“Welcome to Round Two” flyer**

3. Any and all contracts, forms, waivers, or other documents signed or required to be signed to enter into the competition for each of the Plaintiffs.

**RESPONSE: Carolina’s Got Talent Terms & Conditions**  
**Independent Contractor Agreement**

4. A copy of all brochures, advertisements, contracts, flyers or other documents relied upon by the Plaintiffs when entering this competition.

**RESPONSE: None.**

5. Any evidence of any of Defendants’ criminal records.

**RESPONSE: Neither Plaintiffs nor their counsel have these records in their possession, custody or control.**

**s/J. Dwight Hudson, Esq.**

J. Dwight Hudson, Esquire

SC Bar # 2753

**Hudson & Graham Law Offices**

PO Box 70218

Myrtle Beach, SC 29572

(843) 692-9889

**Attorney for Plaintiffs**

Date: January 2, 2019

### **CERTIFICATION OF SERVICE**

This is to certify that the foregoing was served by HUDSON & GRAHAM LAW OFFICES by and through its agents, servants and employees on January 2, 2019 by

- Placing the same in the United States mail, postage paid to the addresses noted below;
- Transmitting the same by facsimile to the numbers noted below;
- Forwarding the same by e-mail to the addresses noted below:

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**Attorneys for City of Georgetown**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

The Hon. Benjamin H. Culbertson, Circuit Court Judge

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Case No: 2018CP2200456

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**RECEIVED**  
**May 20 2020**  
**SC Court of Appeals**

Luke M. Smith, Erica Smith, Peggy Burger,  
Individually and as Guardian ad Litem for  
Caitlyn Burger, Shawonnah Davis, Individually  
And as Guardian ad Litem for Sania Williams,  
Edison Chichester, Individually And As Guardian  
Ad Litem for Jennifer Chichester, Jenna Grace  
Singleton and Dale Singleton .....

Appellants

v.

Carolina's Got Talent, Wardell Brantley, South  
Carolina Media Arts Academy, Winyah  
Auditorium, City of Georgetown, County Of  
Georgetown, WPDE ABC 15, WWMB CW21,  
Sinclair Broadcast Group, Inc., Howard Stirk  
Holdings, and Cunningham Broadcasting Corporation, Defendants

Of Which,

County of Georgetown, is .....

Respondent.

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**RULE 210 CERTIFICATION**

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I certify that the foregoing Record on Appeal in the above-captioned matter contains all material proposed to be included by any of the parties and not any other material.

Dated: May 20, 2020

*s/ J. Dwight Hudson*

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J. Dwight Hudson (SCB # 2753)

**Hudson Law Offices**

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*hudsonlaw@hudsonlawoffice.com*

***Attorney For: Appellants***