

IN THE COURT OF COMMON PLEAS
GREENVILLE, SOUTH CAROLINA
THIRTEENTH CIRCUIT

Bruce Wilson,

Plaintiff,

vs.

The Peace Center Foundation, d/b/a
The peace Center for the Performing
Arts

Defendants,

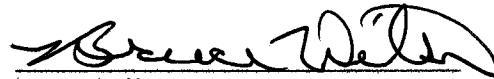
SUMMONS
(JURY TRIAL DEMANDED)

C.A. No: 2023-CP-23- 02759

TO: **THE PEACE CENTER FOUNDATION, THE ABOVE-NAMED DEFENDANT:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the Plaintiff at 14 Freestone St, Greenville SC 29605, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,



Bruce Wilson
14 Freestone St
Greenville, SC 29605
brucewilson23@gmail.com
(864) 907-7080

Greenville, South Carolina
June 1, 2023

ENTERED COMPUTER

IN THE COURT OF COMMON PLEAS
GREENVILLE, SOUTH CAROLINA
THIRTEENTH CIRCUIT

Bruce Wilson,

Plaintiff,

vs.

The Peace Center Foundation, d/b/a
The peace Center for the Performing Arts

Defendants,

COMPLAINT
(JURY TRIAL DEMANDED)

C.A. No: 2023-CP-23- 02759

Plaintiff, Bruce Wilson (*hereinafter* "Plaintiff"), complaining of the Defendant, Peace Center foundation (*hereinafter* "Peace Center" or "Defendant") alleges as follows:

THE PARTIES AND JURISDICTION

1. Plaintiff Bruce Wilson is a citizen and resident of Greenville County, South Carolina.
2. Defendant The Peace Center is a nonprofit corporation organized and existing under the laws of the State of South Carolina with its sole place of business in Greenville County, South Carolina.
3. The Peace Center Foundation, doing business as The Peace Center for the Performing Arts ("Peace Center") maintains agents and servants in Greenville County, South Carolina, and owned, controlled, supervised, and maintained and managed the real property located at 101 West Broad Street, Greenville, South Carolina.
4. The Peace Center is registered as a South Carolina nonprofit organization organized and existing under the laws of the State of South Carolina.

5. The Peace Center Foundation has appointed a registered agent for service of process, Megan Riegel, located at 101 West Broad Street, Greenville, South Carolina.

6. The harm complained of in this Complaint was and continues to be incurred in the State of South Carolina, Greenville County.

7. All of the agreement(s) at issue in this matter was performed in Greenville County, South Carolina.

8. This Court has jurisdiction to hear this matter and venue is proper in Greenville County.

FACTUAL ALLEGATIONS

9. Plaintiff Bruce Wilson is a Public Figure and a well-known Community Activist in the county of Greenville, South Carolina, who advocates on the behalf of marginalized people and communities of color.

10. Plaintiff, as a community activist, heavily relies on Partnerships with businesses and nonprofit organizations to fulfill his advocacy for communities of color and alike.

11. On or about the last week of May 2020 Plaintiff, Bruce Wilson and community activist Derick Quarles agreed to host and sponsor the first Juneteenth celebration event in downtown Greenville, South Carolina, as such event had never been conducting in downtown Greenville.

12. The two activists, Wilson and Quarles raised funds from the community to sponsor the free Juneteenth celebration in 2020 and thereby agreed to have the event at the Peace Center with approval from the organization.

13. In early June of 2020, the Peace Center agreed to allow the Plaintiff and team to host the 2020 first ever Juneteenth event at the Peace Center and to utilize the Peace Center's property/space and the TD stage, without cost.

14. The Juneteenth 2020 celebration in downtown Greenville hosted and sponsored by Plaintiff and Quarles at the Peace Center was a huge success with more than a thousand (1000), individuals attending the one-day event. The event was free of charge to include free entertainment, food, and activities; however, Wilson and Quarles were concerned with the cost of putting the event together, without having a dedicated sponsor, and without help from the City of Greenville.

15. The following year, 2021 Plaintiff and Quarles once again hosted and sponsored the 2nd annual Juneteenth celebration event in downtown Greenville, but due to the lack of sponsorships Plaintiff was unable to provide free amenities, unlike the first Juneteenth event. But once again the Peace Center did allow Plaintiff and Quarles the usage of the property and the TD stage at no cost. And once again the event was successful, but planning had to be scaled back to include entertainment, due to lack of serious sponsorship(s).

16. On June 22, 2021, merely days after the 2nd annual Juneteenth celebration at the Peace Center the Plaintiff was contacted by way of email by George Davis, the newly hired Director of Community Engagement for the Peace Center. Davis contacted the Plaintiff to introduce himself and to commend the Plaintiff on a successful Juneteenth event, and to ask for a meeting with the Plaintiff, so that the Peace Center could formally offer the possibility of a partnership and or collaboration, moving forward with future Juneteenth celebration events. See **Exhibit A**

17. On June 29, 2021, Plaintiff met with George Davis, Director of Community Engagement at the Peace Center. Those who attended the meeting included, the Plaintiff, George

Davis, and a friend of the Plaintiff, Ms. Maya Amber Sherer. The meeting lasted for more than an hour and Ms. Sherer was present the whole time from beginning to end to help the parties navigate through any misunderstanding of oral agreement.

18. At the June 29 meeting, Plaintiff and George Davis, the Director of Community Engagement for the Peace Center entered into a verbal *contractual* agreement for the Peace Center to partner with the Plaintiff on a collaborative and continuous basis for future Juneteenth celebration events to be conducted at the Peace Center, utilizing the resources of the Peace Center. This verbal *contractual* agreement was witnessed by Ms. Maya Amber Sherer, who attended this meeting between the Plaintiff and George Davis, the Director of Community Engagement for the Peace Center. Plaintiff and Davis agreed to schedule a meeting with Megan Riegel, President and CEO of the Peace Center to solidify the verbal *contractual* agreement.

19. On September 30, 2021, Plaintiff along with Derrick Quarles met with members of the Peace Center to include Megan Riegel, President & CEO of the Peace Center, George Davis, Director of Community Engagement of the Peace Center and Brian Ridolfo, Vice President of Programming for the Peace Center to solidify the partnership between Plaintiff and the Peace Center on a collaborative basis for annual Juneteenth celebration events starting in 2022. During this meeting Megan Riegel, President & CEO of the Peace Center, entered into a verbal *contractual* agreement with Plaintiff. The verbal agreement consisted of the following:

- I. **The Peace Center will work collaboratively and exclusively with Bruce Wilson and team with future Juneteenth events in downtown Greenville, beginning with the 2022 Juneteenth event and such events will be earmarked for the Peace Center location exclusively.**
- II. **The Peace Center will provide all entertainment to include professional artist who will perform at and on the TD stage for future Juneteenth events exclusively and collaboratively with Bruce Wilson and team, beginning with the 2022 Juneteenth event and future Juneteenth events going forward.**

- III. The Peace Center agreed and affirmed, that no portion of the Juneteenth event(s) would be whitewashed, diminished, or deviate from the significant cultural aspect of the premise of Juneteenth and its meaning.
- IV. The Peace Center will absorb all expenditures to include professional entertainment, staging, staffing, lights, and sound engineers to meet the needs of future Juneteenth events beginning with the 2022 Juneteenth event and future Juneteenth events going forward.
- V. That the Peace Center's agreement to partner with Bruce Wilson and team would be based on an equal, collaborative and exclusive partnership with the Peace Center with the Peace Center absorbing any and all financial burden to arrange, host and produce or otherwise conduct future Juneteenth event(s) in downtown Greenville with each event being located on the Peace Center's property located in downtown Greenville, beginning with the 2022 event and future Juneteenth events going forward.
20. Plaintiff accepted the verbal agreement and framed it as a contract as a continuation of future Juneteenth celebration events and such events would be coordinated directly through and at the Peace Center venue without deviation and with a complete collaboration with Plaintiff. The forementioned agreement was verbal in nature but was solidified and agreed to.
21. The 2022 Juneteenth celebration went off without a hitch; the production and entertainment that the Peace Center's staff and engineers created was professional. The atmosphere for the attendees was gifted, and the Peace Center lived up to every facet of the verbal agreement entered into by the parties. *Such actions solidified the Parties Agreement.*
22. After the 2022 Juneteenth event which was a success, Plaintiff was under the assumption that the 2023 Juneteenth celebration was being planned, but Plaintiff was not receiving any communication from the Defendant, and Plaintiff begin to notice that the communication with the Defendant had eroded and was visually nonexistent.

23. Plaintiff reached out to George Davis, the director of community engagement, several times seeking information and updates about the 2023 Juneteenth event, from September all the way through December with no true resolve.

24. On January 1, 2023, Plaintiff reached out to Megan Riegel, the president of the Peace Center by way of email, asking her for a meeting and informing her that he had not receive any information regarding the upcoming 2023 Juneteenth event. He also mentioned that the parties had a verbal contract, and that litigation was a possibility. **See Exhibit B**

25. On January 2, 2023, Megan Riegel responded to Plaintiff's January 1, 2023, email and a meeting was arranged between Plaintiff, Megan Riegel, George Davis, and Brian Ridolfo. **See Exhibit C**

26. During the January meeting Megan Riegel reinforced the verbal agreement that had been entered into by the parties and forcefully informed her team to keep the Plaintiff updated as to all avenues of planning for the upcoming 2023, Juneteenth event. At some point during the meeting, George Davis informed the Plaintiff, that a secondary organization would be holding an event that weekend for Juneteenth, and that the Peace Center would be supporting their event, but would make sure to hold a secondary event on the date of our annual Juneteenth celebration, at the Peace Center in conjunction with our agreement and prior annual Juneteenth events and activities to include a concert on the TD stage, by professional artist(s).

27. On February 28, 2023, Plaintiff reached out to George Davis by text message, seeking information about the upcoming Juneteenth event and at that time George Davis informed the Plaintiff, that the secondary group would be taken over the TD stage and that the Peace Center would be partnering with the secondary organization, but that the secondary organization

understood that Plaintiff was involved due to Plaintiff's relationship with the Peace Center.

See Exhibit D

28. In late April 2023 Plaintiff, reached out to George Davis, seeking an update on the scheduling of the pending event, and at that time George Davis informed the Plaintiff, that the Peace Center was no longer participating, hosting, arranging or supporting the Juneteenth event for 2023 year, and that they had relegated all planning, scheduling and usage of the Peace Center's property to include the TD stage to the secondary organization.

29. On May 17, 2023, Plaintiff initiated a ***NOTICE TO CEASE AND DESIST*** given the Peace Center until May 31, 2023, to adhere to the parties verbal agreement/contract so that the Plaintiff could host the annual Juneteenth event that he created, as agreed-upon and as of to date, the Peace Center has refused to adhere to the parties verbal agreement. **See Exhibit E**

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

30. The Plaintiff repeats the forgoing paragraphs as if repeated here, verbatim.

31. The Plaintiff, Bruce Wilson and the Defendant, Peace Center through their agents entered into an enforceable and binding verbal *contractual* agreement, witnessed, and attested by multiple individuals (Maya Amber Sherer and Derrick Quarles).

32. Under the terms of the *Verbal Agreement*, the Peace Center is obligated to host, and sponsor Juneteenth celebration events, conducted collaboratively and expressly with Plaintiff and such event(s) or to be conduct by, through and with the Peace Center and Plaintiff Bruce Wilson exclusively, with the Peace Center absorbing any and all financial burden(s) to include the establishment of professional entertainment, exclusive use of Peace Center's properties to which the TD stage, and use of the Peace Center's staff and engineers for annual and continuous

Juneteenth events in downtown Greenville at the Peace Center located at 101 West Broad Street, Greenville, South Carolina.

33. In exchange for the Peace Center's verbal agreement to partner with the Plaintiff to host an sponsor upcoming Juneteenth events in downtown Greenville, the Plaintiff agreed to allow the Peace center to utilize the annual Juneteenth event, which Plaintiff and team had established in 2020 as a service to the community, and inasmuch that the event would fall under the Peace Center's Community Engagement, which would allow the Peace Center, a ("nonprofit organization"), to elicit funds related to the Juneteenth event and other community engagement projects. Which would be beneficial to the Peace Center and would preclude the Plaintiff from seeking such funds or donations.

34. Plaintiff, Bruce Wilson relied on the verbal *contractual* agreement that the Peace Center would sponsor, host, plan, finance and operate the annual Juneteenth events at the Peace Center forthwith without any deviation from the parties agreement and without any third party intervention.

35. The Peace Center failed to fulfil its obligations under the terms of the verbal *contractual* agreement and has expressly indicated it does not plan to do so.

36. The Peace Center's failure and refusal to make adequate accommodation and or adherence to the terms of the verbal *contractual* agreement with Plaintiff constitute a material breach of that verbal *contractual* agreement.

37. As a direct and proximate result of the Defendant Peace Center's breach of its verbal *contractual* agreement with the Plaintiff Bruce Wilson, the Plaintiff has suffered diminished reputation, loss of funding, loss of venue and actual damages and is entitled to recover such damages from this Defendant.

FOR A SECOND CAUSE OF ACTION
(Promissory Estoppel)

38. The relevant and consistent allegations contained in the above paragraphs are incorporated by reference as if stated verbatim herein.

39. The Peace Center made an unambiguous verbal agreement to host, sponsor, facilitate, plan and absorb all finance responsibilities related to the production and activities for the upcoming and future Juneteenth celebration events related to and conduct by the Peace Center in collaboration with Plaintiff exclusively. Such reliance precluded and or stopped the Plaintiff from seeking funds, venue, partnerships, donations, talent, or entertainment for such Juneteenth events.

40. The Plaintiff, Bruce Wilson reasonably and affirmatively relied on the verbal agreement between Plaintiff and Defendant for the overall completion of the Juneteenth events with full collaboration with Plaintiff for future Juneteenth event(s) beyond the 2022 event/celebration.

41. The Plaintiff's reliance on Defendant's verbal agreement was expected and foreseeable by the Defendant.

42. As a result of Defendant's failure to fulfil its verbal agreement in its totality and continuation Plaintiff has suffered and will continue to suffer harm for which it is entitled to recover.

WHEREFORE, Plaintiff prays for judgment against the Defendant providing the following relief:

- a) Enforce the terms of the verbal agreement verbatim;
- b) Alternatively, that Plaintiff, Bruce Wilson be awarded judgment in the amount of such annual cost to sponsor/host the Juneteenth events at a cost of not less

than Twenty-Five Thousand Dollars (\$25, 000.00) annually in actual,
compensatory, and consequential damages; and

- c) That Plaintiff be awarded such other and further relief as this Court deems just
and proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bruce Wilson", written over a horizontal line.

Bruce Wilson
14 Freestone St
Greenville, SC 29605
brucewilson23@gmail.com
(864) 907-7080

Greenville, South Carolina
June 1, 2023

From: George Davis III gdavis@peacecenter.org
Subject: Introduction and Juneteenth
Date: Jun 22, 2021 at 11:30:37 AM
To: brucewilson23@gmail.com

Good morning Bruce.

I hope this message finds you well. My name is George Davis, and I'm the new Director of Community Engagement and Impact at the Peace Center. I'm reaching out to first, thank you for coordinating and executing this year's Juneteenth celebration. I had the blessing of attending and it was a great day to be BLACK and PROUD. Having moved to Greenville only a week ago, it fed my soul and was exactly what I needed. Secondly, I would like the opportunity for us to meet in-person to talk about how the Peace Center can be a more active player in the event moving forward. I'm a firm believer there's power in collaboration, especially when creating spaces and events for people to be seen, heard and free. Please let me know your availability for later this week or early next week to connect.

Again, thank you for your work. I look forward to connecting in the coming days.

Best,
George

George Davis III
Peace Center
Director of Community Development
P: [864.679.9208](tel:864.679.9208)
C: [616.214.9863](tel:616.214.9863)

101 W Broad St
Greenville, SC 29601
peacecenter.org

EXHIBIT: A

From: Bruce Wilson brucewilson23@gmail.com
Subject: Juneteenth
Date: Jan 1, 2023 at 8:47:31 PM
To: mriegel@peacecenter.org
Cc: Brian Ridolfo Bridolfo@peacecenter.org, George Davis III
gdavis@peacecenter.org, Mandy Watson awatson@greenvillesc.gov,
Mayor Knox White kwhite@hsblawfirm.com
Bcc: brucewilson23@gmail.com

Dear Megan;

I hope the holidays were pleasant to you and please allow me to send a blessed and happy New Year to you and your family.

I'm reaching out to avoid legal intervention. I wanted to reach out directly to you in regards to our verbal contact related to Juneteenth. I have made several attempts to speak with George and Brian, and those attempts have been unsuccessful. I was hoping that maybe we could meet sometime in the near future and if time would allow, maybe even as early as this week, for a quick conversation.

Kind regards,

Bruce Wilson
864-907-7080

EXHIBIT: B

Megan Riegel
Re: Juneteenth
Jan 2, 2023 at 9:54:52 AM
Bruce Wilson

Hi, Bruce. Happy New Year!

Our offices have been closed down for the last week, so my apologies for not getting back to you earlier.

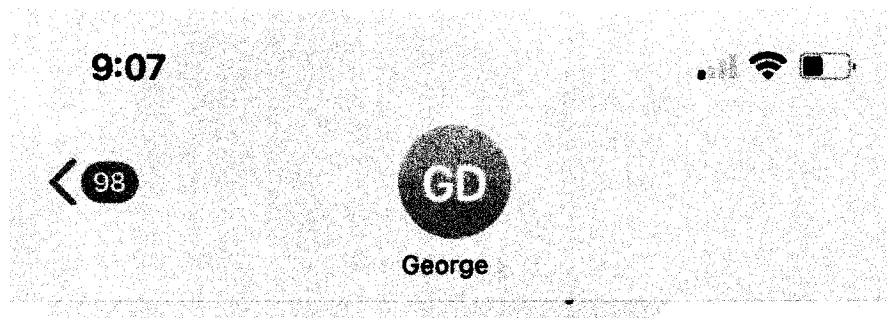
Today I will be on the road from Ohio, but am happy to meet you later in the week. I can meet on Wednesday (morning or afternoon) or Thursday morning, whatever might suit you best.

Megan

Sent from my iPad

Megan Riegel
President & CEO
The Peace Center

EXHIBIT: C



Tue, Feb 28 at 12:37 PM

A month is away. Anything new?

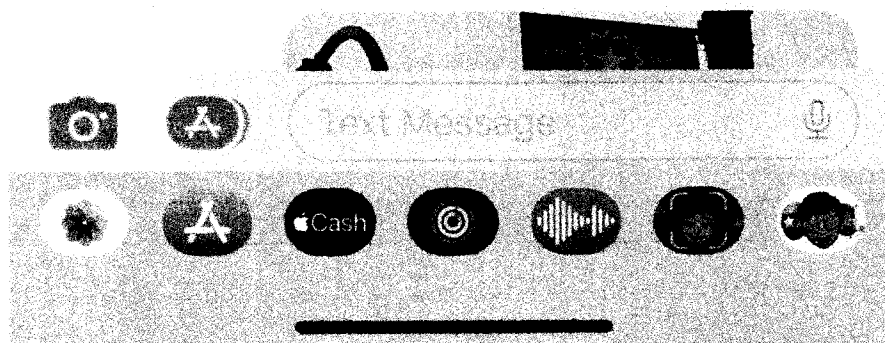
Hi sir. It's been crazy here, my apologies.
The festivities will take place Saturday, June 17. We have agreed to partner on the day with use of the stage and grounds. They/ UJA have been made aware that you are part of our team and will be plugged in when/where needed. The schedule for the day is still coming together but I can share the preliminary things when I'm back at the office...at the Chamber annual meeting now.

Mon, Apr 24 at 12:59 PM

Well yo count down is moving fast and I absolutely have no idea what's going on

Tuesday 7:01 PM

EXHIBIT: D



NOTICE TO CEASE AND DESIST

Bruce Wilson,
Fighting Injustice Together
14 Freestone St
Greenville, South Carolina 29605
(864) 907-7080

Date: May 17, 2023

Re: Notice to Cease and Desist for Specific Activity

Dear Megan Riegel, Peace Center,

This letter is served upon you due to the blatant violation of our verbal agreement by allowing a secondary organization to utilize the TD Stage and other Peace Center venue landscape to host a Juneteenth event, which excludes and or prevents me from hosting the annual Juneteenth event, per partnership as we had verbally agreed. Such blatant deviation from our verbal agreement has rendered my annual Juneteenth event obsolete without correction. Allowing the secondary organization solo usage of the Stag and or property for a Juneteenth event without my departure from our verbal agreement is tempestuous.

If you do not cease the aforementioned Activity a lawsuit will be commenced against you for violating a verbal contract.

If the Activity continues, we will immediately seek a temporary restraining order in the Court of Common Pleas against you and any accomplices in this matter. We will also seek monetary damages to be proved at trial. Hopefully this recourse is not necessary, we have our own interests to protect and will vigorously do so.

You will not receive another warning letter. If you do not confirm in writing to us by the 31st day of May 2023 that you will cease violating our Agreement a lawsuit will be commenced immediately.

Sincerely,



EXHIBIT: E

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Bruce Wilson

Plaintiff(s)

vs.

The Peace Center Foundation, d/b/a
The Peace Center for the Performing Arts

Defendant(s)

Submitted By: Bruce Wilson

Address: 14 Freestone St, Greenville SC 29605

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023-CP - 23 - 02759

SC Bar #:

Telephone #: 864-907-7080

Fax #:

Other:

E-mail: brucewilson23@gmail.com

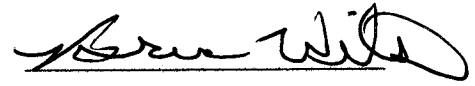
NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|---|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| ☐ Constructions (100) | ☐ Dental Malpractice (200) | ☐ Conversion (310) | ☐ Claim & Delivery (400) |
| ☐ Debt Collection (110) | ☐ Legal Malpractice (210) | ☐ Motor Vehicle Accident (320) | ☐ Condemnation (410) |
| ☐ General (130) | ☐ Medical Malpractice (220) | ☐ Premises Liability (330) | ☐ Foreclosure (420) |
| ☒ Breach of Contract (140) | Previous Notice of Intent Case # | ☐ Products Liability (340) | ☐ Mechanic's Lien (430) |
| ☐ Fraud/Bad Faith (150) | 20 <u>-NI-</u> | ☐ Personal Injury (350) | ☐ Partition (440) |
| ☐ Failure to Deliver/
Warranty (160) | ☐ Notice/ File Med Mal (230) | ☐ Wrongful Death (360) | ☐ Possession (450) |
| ☐ Employment Discrim (170) | ☐ Other (299) _____ | ☐ Assault/Battery (370) | ☐ Building Code Violation (460) |
| ☐ Employment (180) | | ☐ Slander/Libel (380) | ☐ Other (499) _____ |
| ☐ Other (199) _____ | | ☐ Other (399) _____ | |
| Inmate Petitions | Administrative Law/Relief | Judgments/Settlements | Appeals |
| ☐ PCR (500) | ☐ Reinstate Drv. License (800) | ☐ Death Settlement (700) | ☐ Arbitration (900) |
| ☐ Mandamus (520) | ☐ Judicial Review (810) | ☐ Foreign Judgment (710) | ☐ Magistrate-Civil (910) |
| ☐ Habeas Corpus (530) | ☐ Relief (820) | ☐ Magistrate's Judgment (720) | ☐ Magistrate-Criminal (920) |
| ☐ Other (599) _____ | ☐ Permanent Injunction (830) | ☐ Minor Settlement (730) | ☐ Municipal (930) |
| | ☐ Forfeiture-Petition (840) | ☐ Transcript Judgment (740) | ☐ Probate Court (940) |
| | ☐ Forfeiture-Consent Order (850) | ☐ Lis Pendens (750) | ☐ SCDOT (950) |
| | ☐ Other (899) _____ | ☐ Transfer of Structured
Settlement Payment Rights
Application (760) | ☐ Worker's Comp (960) |
| | | ☐ Confession of Judgment (770) | ☐ Zoning Board (970) |
| Special/Complex /Other | | ☐ Petition for Workers
Compensation Settlement
Approval (780) | ☐ Public Service Comm. (990) |
| ☐ Environmental (600) | ☐ Pharmaceuticals (630) | ☐ Incapacitated Adult
Settlement (790) | ☐ Employment Security Comm (991) |
| ☐ Automobile Arb. (610) | ☐ Unfair Trade Practices (640) | ☐ Other (799) _____ | ☐ Other (999) |
| ☐ Medical (620) | ☐ Out-of State Depositions (650) | | |
| ☐ Other (699) _____ | ☐ Motion to Quash Subpoena in an
Out-of-County Action (660) | | |
| ☐ Sexual Predator (510) | ☐ Pre-Suit Discovery (670) | | |
| ☐ Permanent Restraining Order (680) | | | |
| ☐ Interpleader (690) | | | |
- Submitting Party Signature:  Date: June 1, 2023

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR under ADR Rule 3(b) upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. Cases may also be exempt from ADR under ADR Rule 3(c) upon motion to and approval by the court.
6. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
7. Application of a party to be exempt from payment of neutral fees due to indigency should be filed with the Clerk of Court prior to the scheduling of the ADR conference.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**