

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26- _____
)	
Horry County, a body politic,)	
)	
Plaintiff,)	
	)	SUMMONS
vs.)	
)	
JLC Airshow Management, LLC	)	Jury Trial Requested
)	
Defendants.)	
_____)	

TO THE DEFENDANT NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the undersigned, Arrigo P. Carotti, of the Horry County Attorney’s Office at 1301 Second Avenue, Conway, South Carolina, 29526, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment for default will be rendered against you for the relief demanded in the Complaint.

HORRY COUNTY ATTORNEY’S OFFICE

/s/ H. Randolph Haldi
 Arrigo P. Carotti, SC Bar #14647
 H. Randolph Haldi, SC Bar #16154
 Attorneys for Plaintiff, Horry County
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 Conway, South Carolina 29526
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September 5, 2018
Conway, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE NO. 18-CP-26- _____
Horry County, a body politic,)	
)	
Plaintiff,)	
	)	COMPLAINT
vs.	)	BREACH OF CONTRACT
)	
JLC Airshow Management, LLC	)	Jury Trial Requested
)	
Defendants.)	
_____)	

The Plaintiff, Horry County, a body politic, [hereinafter “County”], complaining of the Defendant, hereby alleges and would respectfully show unto this Court as follows:

JURISDICTION AND VENUE

1. Plaintiff is a political subdivision of the State of South Carolina.
2. Upon information and belief, Defendant JLC Airshow Management, LLC [hereinafter “JLC”] is a corporation or other legal entity organized under the laws of the State of Georgia, and authorized to do business within the State of South Carolina.
3. This is an action based upon a contract to be performed in whole or in part within Horry County, South Carolina, and which contains a forum selection clause designating South Carolina Circuit Court in Conway, South Carolina as the appropriate venue for any resulting litigation.
4. As a result of the foregoing, venue is proper, this court has subject matter jurisdiction over this case and personal jurisdiction over this Defendant.

**FOR A FIRST CAUSE OF ACTION
Breach of Contract**

5. Horry County reiterates the allegations contained in the paragraphs above as if repeated verbatim herein.

6. On or about September 13, 2017, Plaintiff entered into a Contract for Professional Services [hereinafter “the Contract”] wherein JLC agreed to undertake the responsibility for organizing, producing, executing and managing the “Wings Over Myrtle Beach” air show to be held at Myrtle Beach International Airport. A copy of the Contract is attached hereto and incorporated by reference herein as Exhibit A.

7. Thereafter, Horry County paid the title sponsorship fee of \$150,000 as provided by the contract.

8. At all times relevant hereto, Horry County has complied with all terms and provisions of the Contract.

9. The Contract specifically provides that JLC would provide a “turn-key air show” to be conducted April 27-29, 2018 on property provided by County.

10. As provided in the Contract, remote parking facilities were obtained to accommodate patrons of the air show.

11. As part of its obligation to provide a “turn-key air show,” JLC agreed to provide transportation from the remote parking facilities to the grounds where the air show was being conducted.

12. The transportation services that JLC actually undertook were woefully inadequate for the number of patrons utilizing the remote parking facilities, and County is informed and believes that numerous patrons were left standing in line for hours waiting for transportation to the air show grounds.

13. Certain frustrated air show patrons actually walked from the remote parking area to the airport terminal (a distance in excess of 2.0 miles, with the terminal being located on the opposite side of the airfield from the air show patron access) to protest the conditions to airport operations staff.

14. As conditions worsened and JLC failed to address or rectify the situation, County stationed additional emergency medical services at the remote parking areas, and ultimately was forced to request assistance from Horry County Schools and the Waccamaw Regional Transportation Authority to provide buses and drivers in order to transport patrons to the air show grounds.

15. As the result of JLC's breach of contract by failing to provide adequate transportation, County incurred charges from Horry County Schools in the amount of \$22,350.44, and charges from Waccamaw Regional Transportation Authority in the amount of \$9,432.51.

16. Horry County has suffered damages as a result of JLC's breach of contract, and is informed and believes that it is entitled to a judgment against JLC for actual, incidental, and compensatory damages in an amount to be proved at the trial of this action, together with pre-judgment interest.

**FOR A SECOND CAUSE OF ACTION
Breach of Contract/Accounting**

17. Horry County reiterates the allegations contained in the paragraphs above as if repeated verbatim herein.

18. Pursuant to the terms of the contract, JLC was to provide County with an air show commission fee based on gross revenue of the event, which is defined as total air show combined

receipts, plus sponsorships, commissions, vendor fees, exhibitor fees, camping fees, and other revenue.

19. Horry County is informed and believes that JLC reported to local media outlets that attendance figures for the air show exceeded 120,000 people.

20. JLC reported to County that the total gross revenue generated from the air show amounted to \$1,174,731.73.

21. Based on the attendance figures JLC provided to the media and the total gross revenue reported by JLC, the total gross revenue amounts to less than \$10/person for tickets, parking, concessions, and all other sources of revenue.

22. Horry County is informed and believes that the gross revenue reported by JLC is inaccurate, that the reported gross revenue amount was not audited, and the reported figure does not comply with the contract provision requiring that the gross revenue be certified by the JLC Airshow Management CPA agency of record.

23. Horry County is informed and believes that it is entitled to a full accounting of the total gross revenues generated by the air show.

24. As the result of JLC's breach of contract, Horry County has suffered damages and is informed and believes that it is entitled to a judgment against JLC for actual, incidental, and compensatory damages in an amount to be proved at the trial of this action, together with pre-judgment interest.

**FOR A THIRD CAUSE OF ACTION
Breach of Trust**

25. Horry County reiterates the allegations contained in the paragraphs above as if repeated verbatim herein.

26. Horry County expressly and impliedly reposed a trust and confidence in JLC in its dealings with JLC.

27. JLC breached the trust reposed in it by Horry County in its actions, inactions and misconduct.

28. As a proximate and consequent result of JLC's breach of trust, Horry County has suffered damages.

29. By reason of the foregoing, Horry County is informed and believes that it is entitled to a judgment against JLC for actual and punitive damages.

**FOR A FOURTH CAUSE OF ACTION
Breach of Duty of Good Faith and Fair Dealing**

30. Horry County reiterates the allegations contained in the paragraphs above as if repeated verbatim herein.

31. Horry County is informed and believes that inherent in every contract is a duty of good faith and fair dealing, and that JLC owed such a duty to Horry County.

32. Horry County is informed and believes that JLC breached such duty of good faith and fair dealing with the aforementioned actions, omissions and misconduct.

33. Said breach by JLC was willful and knowing.

34. Such breach by JLC was the proximate cause and consequent cause of damages suffered by Horry County.

35. By reason of the foregoing, Horry County is informed and believes that it is entitled to a judgment against JLC for actual and punitive damages.

WHEREFORE, having fully set forth its Complaint, Horry County prays for an Order of this Honorable Court as follows:

- (a) For an award of judgment against JLC in the amount of Thirty-One Thousand Seven Hundred Eighty-Two and 95/100 Dollars (\$31,782.95);
- (b) For an award of actual, consequential, compensatory, and punitive damages against JLC in an amount to be proved at the trial of this case;
- (c) For an award of costs and fees incurred by Horry County as necessitated in pursuing this action; and
- (d) For such other and further relief as this Court may deem just and proper.

HORRY COUNTY ATTORNEY'S OFFICE

/s/ H. Randolph Haldi

Arrigo P. Carotti, SC Bar #14647

H. Randolph Haldi, SC Bar #16154

Attorneys for Plaintiff, Horry County

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