

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION

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ADAMS OUTDOOR ADVERTISING  
LIMITED PARTNERSHIP,  
a Minnesota limited partnership,

Plaintiff

CASE NO: 2:20-cv-03741-DCN

vs.

TOWN OF MOUNT PLEASANT, and  
KENT PRAUSE, III, Zoning Administrator &  
Planning Division Chief for the Town of Mount  
Pleasant,

Defendants.

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**COMPLAINT**

Plaintiff ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP, a Minnesota limited partnership, by and through its undersigned counsel, for its complaint against Defendants TOWN OF MOUNT PLEASANT and KENT PRAUSE, III, Zoning Administrator & Planning Division Chief for the Town of Mount Pleasant, avers and alleges as follows:

**INTRODUCTION**

1. Plaintiff Adams Outdoor Advertising Limited Partnership, a Minnesota limited partnership (“Adams”) brings several facial constitutional challenges against Defendant Town of Mount Pleasant’s Zoning Code, § 156.150, et seq. relating to Signs (“Sign Ordinance”). Adams

also (and separately) challenges the manner in which the Defendants have applied the Sign Ordinance. Adams seeks, among other things, declaratory relief, injunctive relief, and money damages based on the deprivation, under color of state law, of rights guaranteed to Adams, by the United States Constitution, the South Carolina Constitution, and 42 U.S.C. § 1983.

PARTIES, JURISDICTION, AND VENUE

2. Adams is a limited partnership formed under the laws of the State of Minnesota, with local offices within the State of South Carolina in North Charleston, Florence, and Ridgeland. Adams' principal place of business is located in Michigan. None of the general or limited partners of Adams is a citizen of South Carolina.

3. Defendant Town of Mount Pleasant ("Town") is, upon information and belief, a municipal, political subdivision of the State of South Carolina, duly organized and operating under the laws of said State, with its municipal governmental offices located at 100 Ann Edwards Lane, Mount Pleasant, South Carolina 29464.

4. Defendant Kent Prause, III is an individual who, on information and belief, resides in the Town, is the Town's authorized representative (the "Zoning Administrator"), and acted in concert with the Town and/or Town officials with respect to the allegations contained herein (where appropriate, the Town and the Zoning Administrator shall be referred to collectively as "Defendants").

5. Any and all actions taken by the Town and/or the Zoning Administrator as detailed herein, were taken under the color of state law for purposes of 42 U.S.C. § 1983.

6. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000.00, exclusive of interest and costs. Diversity jurisdiction exists because Adams and Defendants are citizens of different states.

7. This Court has jurisdiction over Adams' constitutional claims and civil rights claims pursuant to 28 U.S.C. § 1331 and 28 U.S.C. §§ 1343(3) and (4).

8. This Court also has jurisdiction pursuant to 28 U.S.C. §§ 2201 and 2202 to declare the parties' rights and to grant all further relief found necessary and proper.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because, *inter alia*, one or more Defendants reside in this judicial district and the properties in question are located in this judicial district.

10. Adams has standing to bring the claims asserted in this Complaint—including but not limited to—claims that the Sign Ordinance (as defined herein), or sections thereof, is unconstitutional on its face, that the Defendants are applying the Sign Ordinance, or sections thereof, in an unconstitutional or improper manner, and that the Sign Ordinance's permitting scheme acts as an unlawful prior restraint.

### GENERAL ALLEGATIONS

#### **ADAMS' INTERESTS WITHIN THE TOWN**

11. Adams incorporates by reference paragraphs 1 through 10 as if each paragraph was set forth herein in its entirety.

12. At all relevant times, Adams has been engaged in all aspects of the outdoor advertising business, including but not limited to the sale/lease of billboard space, and the securing of real property and property rights (through outright ownership and lease) for use as locations for outdoor advertising, both within and outside the Town and the State of South Carolina.

13. Adams and third-parties who wish to convey messages to others through the use of billboard space, enjoy the right to engage in, attempt to engage in, and actually engage in, speech which is protected by Article 1, § 2 of the South Carolina Constitution and the First and Fourteenth Amendments of the United States Constitution—including but not limited to—political speech,

social speech, public service speech, other forms of noncommercial speech, and commercial speech, both within and outside the Town and the State of South Carolina.

14. The Town regulates signs within the Town—including billboards owned or operated by Adams—through the Sign Ordinance. Since the Town’s denials of Adams’ sign permit applications that are the subject hereof, it is believed that the Town passed an amendment to the Sign Ordinance, Ordinance No. 20049. However, this amendment does not address, mitigate, or otherwise affect the claims set forth herein.

15. Adams owns an easement (recorded on January 10, 2003 in the Charleston County R.M.C. Office in Book O432, Page 109) over one parcel of real property in the Town of Mt. Pleasant, Charleston County, South Carolina, on which Adams has erected and maintains a billboard and engages in its outdoor advertising business. The easement originally applied to that parcel bearing TMS# 517-00-00-062, but this parcel was subsequently subdivided, and the easement’s servient parcel now bears TMS# 517-00-00-232. By owning this easement, Adams and third parties are able to engage in political speech, social speech, public service speech, other forms of noncommercial speech, or commercial speech through the use, sale, or lease of billboard space.

16. Pursuant to other real property rights or property interests Adams has within the Town in the form of permits and vested non-conforming rights, Adams routinely enters into contractual agreements with third parties in the form of real property leases or property licenses for the right to engage in the business of outdoor advertising on such property. Through such contractual agreements, Adams and third parties are able to engage in political speech, social speech, public service speech, other forms of noncommercial speech, or commercial speech through the use, sale, or lease of billboard space.

17. In total, Adams owns or operates five billboard structures within the Town, with a total of 10 billboard faces. All such billboards and faces are subject to the regulations and restrictions in the Sign Ordinance and are deemed to be an existing non-conforming use pursuant thereto.

18. All of Adams' billboards in the Town were built with (and currently contain) traditional static display faces. However, through the use of digital technology, billboard signs are now capable of providing a sequence of messages electronically.

19. Effective March 23, 2007, the State of South Carolina amended its regulations to authorize billboards to contain digital multiple-message technology. *See* S.C. Code Ann. Regs. 63-342.KK. and 63-354. The State only allows still, not moving, images on digital displays and prohibits flashing, blinking, and/or scrolling effects.

20. Since digital billboards became legal, Adams has obtained State and local permits to install digital billboards in several South Carolina jurisdictions, including: the City of Florence, the City of Sumter, the City of Lake City, Jasper County, the City of North Charleston, Dorchester County, Charleston County, and Berkeley County. Adams complies with all State and local regulations in operating its digital billboards in the State of South Carolina.

21. The digital billboards are the only type of sign technology that allow Amber Alerts and other time-sensitive emergency messages to be communicated to the traveling public at a moment's notice. It is thus an extremely critical means of First Amendment communication.

22. As an example, and not by way of limitation, on April 10, 2017, the Federal Bureau of Investigation ("FBI") provided an update to the Outdoor Advertising Association of America ("OAAA") regarding the capture of fugitive Demeko Wells using digital billboards. The FBI stated the following in its update: "Fugitive Demeko Wells was featured on digital billboards in

the Tampa, FL, area. The pressure created by the billboards influenced Wells to turn himself in the day after the billboards were posted. . . . After turning himself in, Wells admitted to the agents that he had seen himself on the billboards. He was arrested on March 23, 2017. The fugitive was charged with the following: Identity theft; access device fraud; and conspiracy. . . . **Due to the current addition of Demeko Wells, 57 fugitives from multiple cities across the country have been apprehended as a direct result of tips received from digital billboards.**” (Emphasis added). Adams partners with the FBI in providing digital billboard space at no charge to the FBI on an immediate, and as requested and as needed basis, for messages regarding public safety and wanted fugitives.

23. Indeed, Adams has tied all of its digital billboards throughout the country into a network that allows public safety and informational messages to be shown on the digital billboards almost instantaneously after Adams receives a request to post such a message.

24. Adams routinely uses its digital billboards located in South Carolina and throughout the country to communicate information such as (i) Amber Alerts; (ii) the photographs of wanted fugitives and the contact information of police; (iii) emergency messages, such as weather alerts and hurricane evacuation notices; (iv) non-commercial information of great public interest (such as election results and messages furthering the mission of certain non-profit organizations); and (v) notification of community events.

25. As a further example, and not by way of limitation, on May 19, 2017, also known as Endangered Species Day, the National Geographic Society and the OAAA launched a groundbreaking traditional and digital billboard campaign aimed at saving species at risk in the wild. The campaign featured stunning images from the National Geographic Photo Ark, and sounded the alarm for the conservation of wildlife and their habitats. Founded by National

Geographic photographer Joel Sartore, the Photo Ark aimed to document every species currently living in the world's zoos and wildlife sanctuaries, to inspire action through education, and to help save wildlife by supporting on-the-ground conservation efforts. More than 25 animals from the Photo Ark were featured in the campaign, including the Florida panther, the Saint Vincent Amazon parrot, the Golden Snub-nosed monkey and the Malayan tiger (of which there are only an estimated 340 left in the wild). After May 19, the campaign expanded throughout the U.S. where Photo Ark animals were featured on printed and digital billboards, bus shelters, airport dioramas, mall kiosks and other billboard formats throughout the summer. Across the country, more than 43,000 digital billboard screens featured Photo Ark images. Adams participated in the Photo Ark campaign by donating its traditional and digital billboard space to the campaign in all states in which Adams operates.

#### **ADAMS' PERMIT APPLICATIONS**

26. On or about September 11, 2019, Adams submitted seven permit applications to the Town to perform the following actions on the following properties located within the Town:

- a. Build a new static billboard on property known as 3110 N Hwy 17.
- b. Build a new digital billboard on property known as 3110 N Hwy 17.
- c. Build a new static billboard on property known as 462 Wando Park Blvd.
- d. Build a new digital billboard on property known as 462 Wando Park Blvd.
- e. Convert a static billboard to digital billboard on property known as Coleman Blvd. @ Live Oak Dr.
- f. Convert a static billboard to digital billboard on property known as Hwy 17 @ base of Ravenel Bridge.
- g. Convert a static billboard to digital billboard on property known as Mt. Pleasant Towne Centre.

27. On October 10, 2019, the Zoning Administrator (and thus the Town) denied every one of Adams' permit applications referenced in Paragraph 26 of this Complaint, in writing, citing Section 156.159 of the Sign Ordinance, which purports to prohibit/ban "Off-Premises Signs" (as that term is defined by the Sign Ordinance) unless such proposed signs meet specified criteria that do not apply to other signs in the Town, and citing Section 156.162(P), which purports to prohibit "electronic digital or analog signs of any size or location, in which the display or advertising material may change periodically[.]" It took the Town a total of 29 days to issue the denials with respect to the permit applications referenced in Paragraph 26 of this Complaint. All of the Zoning Administrator's denial letters are attached together as composite Exhibit A.

28. On or about September 19, 2019, Adams submitted two additional permit applications to the Town to perform the following actions on the following properties:

- h. Build a new static billboard on property known as 1314 Stuart Engals Blvd Unit A.
- i. Build a new static billboard on property known as 1111 McKnight Road.

29. On November 18, 2019, the Zoning Administrator (and thus the Town) denied Adams' permit applications referenced in Paragraph 28 of this Complaint, in writing, citing Section 156.159 of the Sign Ordinance, which purports to prohibit/ban "Off-Premises Signs" (as that term is defined by the Sign Ordinance) unless such proposed signs meet specified criteria that do not apply to other signs in the Town, and citing Section 156.162(P), which purports to prohibit "electronic digital or analog signs of any size or location, in which the display or advertising material may change periodically[.]" *See* Ex. A. It took the Town a total of 60 days to issue the denials with respect to the permit applications referenced in Paragraph 28 of this Complaint.

30. Where appropriate herein, the Zoning Administrator’s denial letters referenced in Paragraph 27 of the Complaint and the Zoning Administrator’s additional denial letters referenced in Paragraph 29 of the Complaint shall be referred to collectively as the “Denials.”

31. The First Amendment does not authorize such onerous regulations on a critical means of communication. *See e.g., Reed v. Town of Gilbert*, 135 S.Ct. 2218 (2015); *Thomas v. Bright*, 937 F.3d 721 (6<sup>th</sup> Cir. 2019) (holding that the Tennessee Billboard Act’s on premise /off-premise distinction for billboards represents an unconstitutional content-based abridgement of speech that cannot survive strict scrutiny); *E & J Equities, LLC v. Board of Adjustment of the Township of Franklin*, 146 A.3d 623, 643-44 (N.J. 2016) (holding onerous regulations on digital signs failed intermediate scrutiny because they were based solely on “unsupported suppositions, fears, and concerns”).

32. There is a history of bias and animosity by the Town to “Off-Premises Signs”—evidenced by the attached newspaper article and social media posts regarding billboards and Adams on the “Save North Mt. Pleasant” Facebook page (one such post being from a member of Town Council). *See Exhibit B* attached hereto.

33. Although any further appeal of the Denials by Adams within the regulatory framework provided by the Sign Ordinance is futile, Adams has nonetheless filed the appropriate appeals within the appropriate timelines so as to eliminate any argument or affirmative defense by Defendants that Adams has failed to exhaust its administrative remedies.

34. Moreover, the Town has stipulated to waiving any assertion, by affirmative defense or otherwise, that Adams has failed to exhaust administrative remedies with regard to the Denials. *See Exhibit C* attached hereto, September 4, 2020 correspondence confirming Town’s stipulation.

35. Regardless, Adams is not required to exhaust its administrative remedies prior to bringing this action for at least two reasons. First, the doctrine of exhaustion of administrative remedies is not an invariable rule, and should be not be applied if, as here, its pursuit would be futile. *See Columbia Developers, Inc. v. Elliott*, 269 S.C. 486, 491-92, 238 S.E.2d 169, 171 (1977); *Brown v. James*, 389 S.C. 41, 54, 697 S.E.2d 604, 611 (Ct. App. 2010) (“The general rule is that administrative remedies must be exhausted absent circumstances supporting an exception to application of the general rule. A commonly recognized exception to the requirement of exhaustion of administrative remedies exists when a party demonstrates that pursuit of administrative remedies would be a vain or futile act.” (internal citations omitted)). Second, a plaintiff such as Adams is not required to exhaust administrative remedies prior to bringing facial constitutional challenges to an ordinance. *See Video Gaming Consultants, Inc. v. S.C. Dep’t of Revenue*, 342 S.C. 34, 39 (2000) (“As a general rule, if the sole issue posed in a particular case is the constitutionality of a statute, a court may decide the case without waiting for an administrative ruling.” (internal citation omitted)).

**COUNT I**  
**FACIAL CHALLENGE TO THE CONSTITUTIONALITY OF THE SIGN**  
**ORDINANCE AS A CONTENT-BASED RESTRICTION ON SPEECH**

36. Adams incorporates by reference paragraphs 1 through 35 as if each paragraph was set forth herein in its entirety.

37. The Sign Ordinance, on its face, defines “Off-Premises Signs” according to the content of the message and/or what type of information the message conveys.

38. The Sign Ordinance, on its face, also regulates “Off-Premises Signs” based on the content of the message and the intent of the speaker because, among other things, all such signs are allowed only in the LI, Light Industrial District. All other “Off-Premises Signs” are deemed to be nonconforming under the Sign Ordinance and are also subject to extremely strict size, height,

setback, and spacing regulations. No other types of signs or messages are similarly restricted in the Sign Ordinance; therefore, “Off-Premises Signs” are discriminated against and treated differently than other types of signs or messages under the Sign Ordinance based on the content of the message and/or what type of information the message conveys.

39. The Sign Ordinance, on its face, defines and regulates “Directory Sign” according to the content of the message and/or what type of information the message conveys.

40. The Sign Ordinance, on its face, defines and regulates “Interpretive Sign” according to the content of the message and/or what type of information the message conveys.

41. The Sign Ordinance, on its face, defines and regulates “On-Premises Sign” according to the content of the message and/or what type of information the message conveys.

42. The Sign Ordinance, on its face, defines and regulates “On-Site Advisory Signs” according to the content of the message and/or what type of information the message conveys.

43. The Sign Ordinance, on its face, defines and regulates “Non-Commercial Speech Sign” according to the content of the message and/or what type of information the message conveys.

44. The Sign Ordinance, on its face, defines and regulates “Political Sign” according to the content of the message and/or what type of information the message conveys.

45. The Sign Ordinance, on its face, defines and regulates “Project Sign” according to the content of the message and/or what type of information the message conveys.

46. The Sign Ordinance, on its face, defines and regulates “Real Estate Sign” according to the content of the message and/or what type of information the message conveys.

47. The Sign Ordinance, on its face, defines and regulates “Special Event Sign” according to the content of the message and/or what type of information the message conveys.

48. The Sign Ordinance, on its face, defines and regulates “Traffic Directional/Safety Sign” according to the content of the message and/or what type of information the message conveys.

49. On its face, the Sign Ordinance renders all existing “Off-Premises Signs” within the Town nonconforming (so that they cannot be replaced) and effectively prohibits any new “Off-Premises Signs” from being erected within the Town. No other types of signs are similarly deemed nonconforming or effectively prohibited. These restrictions of “Off-Premises Signs” in the Sign Ordinance are content-based and not narrowly tailored to serve a recognized and identified government interest, and reasonable alternative channels of communication do not exist to disseminate the information sought by Adams (and those similarly situated to Adams) to be distributed. As such, the Sign Ordinance as it relates to these restrictions of “Off-Premises Signs” is unconstitutional on its face.

50. On its face, the Sign Ordinance only permits “Off-Premises Signs” on property zoned L1, Light Industrial District. There are only thirteen properties in the Town zoned L1, Light Industrial District. In addition, according to Section 156.159 of the Sign Ordinance, “Off-Premises Signs” on such properties have the following additional restrictions: “(1) Separation of off-premises signs shall be at least 1,000 feet, measured along any street or thoroughfare from any other off-premises sign or on-premises sign. (2) Off-premises signs, 35 square feet or less, are allowed less than 1,000 feet apart from other off-premises or on-premises signs, if they are on a separate legally recorded lot. (3) Setback of off-premises signs shall be at least 20 feet, measured from the pavement edge of the nearest road surface. (4) Height and area of off-premises signs shall not exceed 20 feet above the roadbed toward which the advertising is directed, nor exceed 150 square feet of advertising surface on one side.” These restrictions of “Off-Premises Signs” in the

Sign Ordinance are content-based and not narrowly tailored to serve a recognized and identified government interest, and reasonable alternative channels of communication do not exist to disseminate the information sought by Adams (and those similarly situated to Adams) to be distributed. As such, the Sign Ordinance as it relates to these restrictions of “Off-Premises Signs” is unconstitutional on its face.

51. Of those thirteen properties zoned L1, Light Industrial District in the Town, only one parcel is located on a main road (Highway 17), but the frontage of the parcel consists of a narrow driveway setback from the highway, with median and right-of-way trees blocking any potential viewshed for an “Off Premises Sign;” all of which makes the placement of an “Off-Premises Sign” on the parcel physically challenging and economically prohibitive. The other twelve parcels are located on secondary roads, where an “Off-Premises Sign,” particularly one limited to 150 square feet, would be economically prohibitive. In addition, all thirteen of the L1, Light Industrial District properties in the Town have an “On-Premises Sign” located within 1,000 feet of any location on each property that might be physically and economically feasible for the placement of an “Off-Premises Sign,” thereby rendering each such property ineligible to host an “Off-Premises Sign” under the restrictions of the Sign Ordinance. These restrictions of “Off-Premises Signs” in the Sign Ordinance are content-based and not narrowly tailored to serve a recognized and identified government interest, result in a de facto exclusion of a permitted land use, and reasonable alternative channels of communication do not exist to disseminate the information sought by Adams (and those similarly situated to Adams) to be distributed. As such, the Sign Ordinance as it relates to these restrictions of “Off-Premises Signs” is unconstitutional on its face.

52. There is no stated or justifiable reason in the Sign Ordinance for the Town’s content-based disparate treatment, severe restriction, or strict regulation of “Off-Premises Signs.”

53. There is no stated or justifiable reason in the Sign Ordinance for the Town’s content-based preferential treatment or relaxed regulation of the types of signs identified in Paragraphs 35 through 49 (inclusive) of this Complaint.

54. Content-based distinctions, restrictions, and/or regulations on speech, such as the distinctions, restrictions, and/or regulations regarding “Off-Premises Signs,” “Non-Commercial Speech Signs,” and the other types of signs identified in Paragraphs 35 through 49 (inclusive) of this Complaint, are presumptively unconstitutional, subject to strict scrutiny, and may only be upheld if narrowly tailored to serve a compelling government interest.

55. On their face, the content-based distinctions, restrictions, and/or regulations regarding “Off-Premises Signs,” “Non-Commercial Speech Signs,” and the other types of signs identified in Paragraphs 35 through 49 (inclusive) of this Complaint are not narrowly tailored to serve a compelling government interest.

56. On its face, the Sign Ordinance as it relates to “Off-Premises Signs” is not a valid time, place, or manner regulation of constitutionally protected speech.

57. By making content-based distinctions, restrictions, and/or regulations on speech throughout the Sign Ordinance, the Town has violated the United States Constitution, including but not limited to the First and Fourteenth Amendments.

58. By making content-based distinctions, restrictions, and/or regulations on speech throughout the Sign Ordinance, the Town has violated the South Carolina Constitution, including but not limited to Article 1, § 2.

**COUNT II**  
**FACIAL VAGUENESS/PROCEDURAL DUE PROCESS**

**AND OVERBREADTH CHALLENGE TO THE  
CONSTITUTIONALITY OF THE SIGN ORDINANCE**

59. Adams incorporates by reference paragraphs 1 through 58 as if each paragraph was set forth herein in its entirety.

60. The Sign Ordinance defines “Banner (Also Pennant and Flag)” as: “Any animated, rotating, fluttering or non-stationary device made of flexible materials **designed to attract attention.**” Mount Pleasant, S.C. Code of Ordinances, § 156.151 (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message is “**designed to attract attention**” in order to determine whether a message qualifies as a “Banner (Also Pennant and Flag)”.

61. The Sign Ordinance defines “Interpretive Sign” as: “A sign that **refers to all the ways in which information is communicated to visitors to an educational, natural, or recreational site, such as a museum, park, or science center, about the nature, origin, and purpose of historical, natural, or cultural resources, objects, sites, and phenomena.**” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message “**refers to all the ways in which information is communicated to visitors**”, whether the information in the message is meant to be “**communicated to visitors**”, whether the information in the message “**refers to . . . an educational, natural, or recreational site, such as a museum, park, or science center**”, and/or whether the information in the message is “**about the nature, origin, and purpose of historical, natural, or cultural resources, objects, sites, and phenomena**” in order to determine whether a message qualifies as an “Interpretive Sign”.

62. The Sign Ordinance attempts to define a “Noncommercial Speech Sign” with language imbedded within the definition of “Off-Premises Sign” as: “A noncommercial speech sign shall not be considered an off-premises sign, but if located on commercially zoned property or commercial uses in planned development districts, it must adhere to all other regulatory requirements for commercial signage such as size, number, height, area, setbacks, and the like. Nothing contained in this definition shall be construed to apply to noncommercial messages or information placed on any sign.” *Id.* Because the Sign Ordinance does not actually define what constitutes a “Noncommercial Speech Sign” or a “Noncommercial message”, by default, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message qualifies as a “Noncommercial Speech Sign”.

63. The Sign Ordinance defines “On-Site Advisory Signs”, in relevant part, as: “A sign that **provides services, direction or courtesy information intended to assist the public, and is not displayed for the general purpose of advertising products or services.** Information signs shall include the location of business facilities (*e.g.*, store entrances, walk-up windows and self-service operations) and courtesy information (*e.g.*, hours of operation, handicapped accessibility, restrooms).” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message provides “**services, direction or courtesy information**”, whether such information is “**intended to assist the public**”, and/or whether the message is or is not “**displayed for the general purpose of advertising products or services**” in order to determine whether a message qualifies as an “On-Site Advisory Sign”.

64. The Sign Ordinance defines “Political Sign” as: “Any sign erected **for the purpose of** advertising a candidate for public office, or stating a position on a public issue on which an election or referendum is pending with respect to a particular campaign.” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message is “**for the purpose of**” the items listed in order to determine whether a message qualifies as a “Political Sign”.

65. The Sign Ordinance defines “Primary Building Facade” as: “That facade **most clearly articulated as the visual or focal point of the building**, usually associated with the main entrance. **The Zoning Administrator or designee will make this determination for buildings with corner entrances or with more than one facade facing the street.**” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a particular façade is “**most clearly articulated as the visual or focal point of the building**”, particularly when the building has corner entrances of more than one façade facing the street, in order to determine what qualifies as a “Primary Building Facade”.

66. The Sign Ordinance defines “Readerboard Sign; Electronic” as: “A sign with copy that is displayed through the use of electric lights, illumination, or other electronic format, and that **may be changed at will for the purpose of advertisement or announcement.**” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message is “**may be changed at will for the purpose of advertisement or announcement**” in order to determine whether a message qualifies as a “Readerboard Sign; Electronic”.

67. The Sign Ordinance defines “Sign”, in relevant part, as: “**In the reasonable opinion of the Zoning Administrator**, any object or thing, specifically including humans or animals attired and/or acting in a manner **to attract attention to a place or product** containing an advertising message, announcement, declaration, color scheme, insignia, surface or space **erected or maintained in view of the public thereof with the purpose of commercial identification, advertisement or promotion of the commercial person, business entity, product or service** shall be considered a SIGN and subject to all standards governing the same.” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether any object or thing is attired and/or acting in a manner “**to attract attention to a place or product**” and is “**erected or maintained in view of the public thereof with the purpose of commercial identification, advertisement or promotion of the commercial person, business entity, product or service**” in order to determine whether a message qualifies as a “Sign”.

68. The Sign Ordinance defines “Special Event Sign” as: “Any sign erected to announce a special event or function that is **of general interest to the community**, and for which a special event permit has been issued.” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message is “**of general interest to the community**” in order to determine whether a message qualifies as a “Special Event Sign”.

69. The Sign Ordinance defines “Temporary Sign” as: “Any sign **intended to be erected or displayed for a limited period of time**, and/or is not permanently attached, affixed or anchored in the ground or building.” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform

a **subjective** or **ad hoc** determination regarding whether a message is “**intended to be erected or displayed for a limited period of time**” in order to determine whether a message qualifies as a “Temporary Sign”.

70. The Sign Ordinance defines “Traffic Directional/Safety Sign” as: “Any sign that is designed, sized and erected **solely for the purpose of vehicular or pedestrian traffic direction or safety**, and without any commercial copy or graphics.” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message is designed, sized, and erected “**solely for the purpose of vehicular or pedestrian traffic direction or safety**” in order to determine whether a message qualifies as a “Traffic Directional/Safety Sign”.

71. The Sign Ordinance defines “Window Sign” as: “Any sign on a building, either exterior or interior, within two feet of the window, **intended to be viewed from the exterior of such building**. On-site advisory signs are not considered window signs.” *Id.* (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether a message is “**intended to be viewed from the exterior of such building**” in order to determine whether a message qualifies as a “Window Sign”.

72. Section 156.153(C) (Permit Applications) of the Sign Ordinance provides: “(1) Applications for sign permits shall be submitted on forms provided by the Department of Planning and Development, and contain all information required on the forms **and any additional information required to ensure compliance with all applicable sections of the zoning and/or building codes**. (2) **If required by the Building Official**, a copy of stress sheets and calculations prepared or approved by a state-licensed, registered structural engineer, showing that the sign is

designed for dead load and wind pressure in any direction in the amount required by this and all other applicable ordinances of the town. (3) **The Building Official may also request details of electrical connection points, construction details, and attachment details.**” (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether an application for a permit is in the correct **form** or contains the correct or adequate **content** in order to interpret and apply these provisions of the Sign Ordinance. *See e.g., Nittany Outdoor Advertising, LLC v. College Township*, 22 F. Supp. 3d 392, 412 (M.D. Pa. 2014) (the township’s “power to hold a permit hostage for ransom” in the form of demands for information not specified in the Code “effectively vests . . . officials with unbridled discretion”); *Public Citizen, Inc. v. Pinellas County*, 321 F. Supp. 2d 1275, 1292-93 (M.D. Fla. 2004) (holding that an “ordinance that grants the decisionmaker authority to request ‘any additional information’ confers ‘unconstitutional discretion because it presumes that the decisionmaker will use her blanket authority to request additional information only in good faith and consistent with implicit standards.”). In addition, use of the word “**may**” in this section of the Sign Ordinance is an impermissible grant of discretion to the Zoning Administrator; indeed, ordinances which utilize the word “may” have routinely been invalidated as unconstitutional.

73. Section 156.153(D) (Permit Fees) of the Sign Ordinance provides, in relevant part: “(2) Whenever a sign permit fee is required by this section and work is started prior to obtaining a permit, **a fine of up to \$500 may be imposed for failure to secure a permit**, in addition to other applicable fines.” (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether to impose a fine and in what amount up to \$500 for failure to

secure a permit in order to interpret and apply this provision of the Sign Ordinance. Use of the word “**may**” in this section of the Sign Ordinance is an impermissible grant of discretion to the Zoning Administrator; indeed, ordinances which utilize the word “may” have routinely been invalidated as unconstitutional.

74. Section 156.153(E) (Issuance of Permits) of the Sign Ordinance provides, in relevant part: “Approval. If, upon review, the proposed sign is in compliance with all of the requirements of this section, and **any other applicable ordinances of the town**, the Zoning Administrator or designee **may issue a permit that may be subject to conditions, and if required**, forward the permit to the Building Inspection Division for issuance of a building permit and/or electrical permit.” (emphasis added). By definition, the Zoning Administrator must form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether “**any other applicable ordinances of the town**” apply to a particular permit application; whether or not to issue a permit even if it otherwise complies with all the requirements of the Sign Ordinance (“**may issue a permit**”); whether to make the issuance of the permit subject to additional conditions (“**may be subject to conditions**”); and/or if the permit is required to be forwarded to the Building Inspection Division for additional permits. Use of the word “**may**” in this section of the Sign Ordinance is an impermissible grant of discretion to the Zoning Administrator; indeed, ordinances which utilize the word “may” have routinely been invalidated as unconstitutional.

75. The following sections of the Sign Ordinance also require the Zoning Administrator, or some other public official or body, to form a **subjective** personal opinion, exercise judgment, or otherwise perform a **subjective** or **ad hoc** determination regarding whether to allow or permit certain signage or conduct, and/or whether to impose additional conditions or

requirements on such signage or conduct: 156.152(C); 156.154 (and all subparagraphs thereof); 156.155(B)(2)(a)1.; 156.155(B)(2)(c)1.; 156.155(B)(2)(c)2.; 156.155(C)4.; 156.155(E)(1); 156.155(G)(1); 156.155(N)(3); 156.158(F)(2)(b); 156.160; 156.161; 156.162(E); 156.162(I); 156.163(B)(2)(a); 156.163(B)(2)(b); 156.163(B)(2)(c); 156.163(B)(3) (and all subparagraphs thereof); 156.163(B)(4) (and all subparagraphs thereof); 156.163(B)(5) (and all subparagraphs thereof); 156.163(C)(2); and 156.163(C)(3).

76. On its face, the Sign Ordinance, as it relates to any one, more, or all of the matters detailed in Paragraphs 60 through 75 (inclusive) of this Complaint, is vague, ambiguous, and/or overbroad, and does not provide fair notice to Adams (and those similarly situated to Adams) of the conduct proscribed.

77. On its face, the Sign Ordinance, as it relates to any one, more, or all of the matters detailed in Paragraphs 60 through 75 (inclusive) of this Complaint, confers on the Town and/or the Zoning Administrator the sole, unstructured, unlimited, and/or unbridled discretion to determine matters such as whether an offense has been committed, whether a condition has been satisfied, and/or whether to permit or deny constitutionally protected speech and/or conduct.

78. On its face, the Sign Ordinance, as it relates to any one, more, or all of the matters detailed in Paragraphs 60 through 75 (inclusive) of this Complaint, is vague, ambiguous, and/or overbroad, and does not provide fair notice to Adams (and those similarly situated to Adams) of when a permit may be necessary to engage in constitutionally protected speech and/or conduct.

79. On its face, the Sign Ordinance, as it relates to any one, more, or all of the matters detailed in Paragraphs 60 through 75 (inclusive) of this Complaint, confers on the Town and/or the Zoning Administrator unstructured, unlimited, and/or unbridled discretion to determine when a permit is necessary to engage in constitutionally protected speech and/or conduct.

80. On its face, Section 156.153 of the Sign Ordinance lacks any time period under which the Town and/or Zoning Administrator must act on a permit application and, therefore, also confers on the Town and/or the Zoning Administrator unstructured, unlimited, and/or unbridled discretion to determine when to so act.

81. On its face, Section 156.162(P) of the Sign Ordinance contains a complete prohibition of “electronic digital or analog signs of any size or location.” There is no stated or justifiable reason in the Sign Ordinance for the complete prohibition of such signs. The complete prohibition of such signs in the Sign Ordinance is thus not narrowly tailored to serve a recognized and identified government interest, and reasonable alternative channels of communication do not exist to disseminate the information sought by Adams (and those similarly situated to Adams) to be distributed. As such, the Sign Ordinance as it relates to the complete prohibition of such signs is overbroad and unconstitutional on its face.

82. On its face, the Sign Ordinance renders all existing “Off Premises Signs” within the Town nonconforming, and effectively prohibits any new “Off Premises Signs” from being erected within the Town for the reasons stated in Paragraphs 60 through 81 (inclusive) of this Complaint. No other types of signs are similarly deemed nonconforming or effectively prohibited. These restrictions of “Off Premises Signs” in the Sign Ordinance are thus not narrowly tailored to serve a recognized and identified government interest, and reasonable alternative channels of communication do not exist to disseminate the information sought by Adams (and those similarly situated to Adams) to be distributed. As such, the Sign Ordinance as it relates to these restrictions of “Off Premises Signs” is overbroad and unconstitutional on its face.

83. On its face, the Sign Ordinance restricts “Off-Premises Signs” to only thirteen parcels within the Town and regulates and prohibits “Off-Premises Signs” on those parcels based

on content and based on a number of restrictive regulations as to size, setbacks, height, location, and spacing (see Paragraphs 37 through 75 (inclusive) of this Complaint) that are not imposed on other types of signs. These restrictions of “Off-Premises Signs” in the Sign Ordinance are thus not narrowly tailored to serve a recognized and identified government interest, and reasonable alternative channels of communication do not exist to disseminate the information sought by Adams (and those similarly situated to Adams) to be distributed. As such, the Sign Ordinance as it relates to these restrictions of “Off-Premises Signs” (which result in a de facto exclusion/prohibition of a permitted land use) is overbroad and unconstitutional on its face.

84. By being vague, ambiguous, and/or overbroad, the Sign Ordinance violates the South Carolina Constitution, including but not limited to Article 1, §§ 2 and 3.

85. By being vague, ambiguous, and/or overbroad, the Sign Ordinance violates the United States Constitution, including but not limited to the First and Fourteenth Amendments.

86. By being vague, ambiguous, and/or overbroad, the Sign Ordinance arbitrarily deprives, and/or attempts to deprive, Adams (and those similarly situated to Adams) of its vested property rights.

87. By being vague, ambiguous, and/or overbroad, the Sign Ordinance is arbitrary, capricious, and/or unfounded; and otherwise results in the arbitrary deprivation of Adams’ (and those similarly situated to Adams) vested property rights/interests without due process of law.

88. By being vague, ambiguous, and/or overbroad, the Sign Ordinance violates Adams’ (and those similarly situated to Adams) civil rights.

**COUNT III**  
**FACIAL CHALLENGE TO THE CONSTITUTIONALITY**  
**OF THE SIGN ORDINANCE AS A PRIOR RESTRAINT**

89. Adams incorporates by reference paragraphs 1 through 88 as if each paragraph was set forth herein in its entirety.

90. Section 156.153 of the Sign Ordinance contains several provisions that attempt to explain how and when one needs to obtain a permit or license with respect to a sign or a message.

91. For the reasons stated in Paragraphs 37 through 58 (inclusive) of this Complaint, and by virtue of the language used in the Section, Section 156.153 of the Sign Ordinance fails to set forth neutral criteria, such as narrow, objective, and definite standards, to insure that a permitting, licensing, or revocation decision by the Town and/or Zoning Administrator with respect to a sign is not based on the content or viewpoint of the speech or message.

92. For the reasons stated in Paragraphs 60 through 88 (inclusive) of this Complaint, and by virtue of the language used in the Section, Section 156.153 of the Sign Ordinance fails to create a permitting or licensing scheme that reduces the Town and/or Zoning Administrator's act of granting, denying, or revoking a permit or license with respect to a sign to a ministerial one, without the exercise of judgment or the formation of an opinion by the Town and/or Zoning Administrator.

93. For example, **and not by way of limitation**, Section 156.153 of the Sign Ordinance lacks all of the following:

- (a) Clearly defined—*i.e.*, not vague or overbroad—terms;
- (b) Any clearly defined limits on the time within which the decisionmaker must issue a permit or license;
- (c) Any clearly defined limits on the time within which the decisionmaker must deny a permit or license;

(d) Any requirement that a decision on a permit or license be made within a specified brief period;

(e) With the exception of those reasons stated in Section 156.153(E)(1), which are discretionary (“[t]he Zoning Administrator . . . **may** issue a permit that **may** be subject to conditions . . .”) (emphasis added), any additional reasons why a decisionmaker could issue, deny, or revoke a permit or license;

(f) Any requirement that the decisionmaker clearly explain his or her reasons for issuing, denying, or revoking a permit or license;

(g) Any guarantee of prompt judicial review of a decision denying or revoking a permit or license; and/or

(h) Any requirement that the status quo be maintained during any period of review.

94. Section 156.153 of the Sign Ordinance lacks any procedural safeguards or neutral criteria of any type with respect to permitting or licensing of signs.

95. Section 156.153 of the Sign Ordinance gives the Zoning Administrator unbridled and/or boundless discretion to determine whether to permit or deny expressive activity.

96. Section 156.153 of the Sign Ordinance leaves the decision whether to grant, deny, or revoke a permit or license, and the time period in which to do so, to the whim of the Town and the Zoning Administrator.

97. As an unconstitutional prior restraint, the Sign Ordinance violates the South Carolina Constitution, including but not limited to Article 1, § 2.

98. As an unconstitutional prior restraint, the Sign Ordinance violates the United States Constitution, including but not limited to the First and Fourteenth Amendments.

99. As an unconstitutional prior restraint, the Sign Ordinance arbitrarily deprives, and/or attempts to deprive, Adams (and those similarly situated to Adams) of its vested property rights.

100. As an unconstitutional prior restraint, the Sign Ordinance is arbitrary, capricious, and/or unfounded; and otherwise results in the arbitrary deprivation of Adams' (and those similarly situated to Adams) vested property rights/interests without due process of law.

101. As an unconstitutional prior restraint, the Sign Ordinance violates Adams' (and those similarly situated to Adams) civil rights.

**COUNT IV  
FACIAL CHALLENGE TO THE CONSTITUTIONALITY  
OF THE SIGN ORDINANCE AS A VIOLATION OF EQUAL PROTECTION  
AND/OR SUBSTANTIVE DUE PROCESS**

102. Adams incorporates by reference paragraphs 1 through 101 as if each paragraph was set forth herein in its entirety.

103. On its face, the Sign Ordinance makes content-based distinctions between “Off-Premises Signs” and all other types of signs or messages, and treats “Off-Premises Signs” differently than all other types of signs or messages based on such content-based distinctions.

104. On its face, the Sign Ordinance restricts and regulates “Off-Premises Signs” and signs containing commercial messages based on content and the intent of the speaker.

105. For example, **and not by way of limitation**, the Sign Ordinance provides for all of the following:

(a) Section 156.157 of the Sign Ordinance contains an express exemption from the Sign Ordinance for certain types of signs;

(b) Section 156.153(B) of the Sign Ordinance, which relates to those signs for which a permit is not required, contains numerous content-based exemptions that allow

non-commercial and various other types of signs to be erected and displayed without a permit, while providing no exemptions to “Off-Premises Signs”;

(c) Section 156.163 of the Sign Ordinance, which relates to Nonconforming Signs, establishes liberal and permissive rules for the right to continue to display, maintain, and repair certain types of commercial, nonconforming signs within the Town, but does not afford “Off-Premises Signs” with the same liberties;

(d) Section 156.159 of the Sign Ordinance, which relates to general regulations/requirements for “Off-Premises Signs,” contains a number of restrictive regulations/requirements (based on content) as to size, setbacks, height, location, and spacing that are not imposed on other types of signs; and

(e) The Sign Ordinance renders all existing “Off-Premises Signs” within the Town nonconforming and effectively prohibits any new “Off-Premises Signs” from being erected within the Town. No other types of signs are similarly deemed nonconforming or effectively prohibited;

106. The facial disparate treatment of “Off-Premises Signs” under the Sign Ordinance violates the South Carolina Constitution, including but not limited to Article 1, § 3.

107. The facial disparate treatment of “Off-Premises Signs” and signs under the Sign Ordinance violates the United States Constitution, including but not limited to the Equal Protection Clause of the Fourteenth Amendment.

108. The facial disparate treatment of “Off-Premises Signs” under the Sign Ordinance is arbitrary, capricious, and/or unfounded; and otherwise results in the arbitrary deprivation of Adams’ (and those similarly situated to Adams) vested property interests without due process of law.

109. The facial content-based distinctions, restrictions, and regulations with respect to “Off-Premises Signs” and all other types of signs or messages under the Sign Ordinance violate the South Carolina Constitution, including but not limited to Article 1, § 3.

110. The facial content-based distinctions, restrictions, and regulations with respect to “Off-Premises Signs” and all other types of signs or messages under the Sign Ordinance violate the United States Constitution, including but not limited to the Equal Protection Clause of the Fourteenth Amendment.

111. The facial content-based distinctions, restrictions, and regulations with respect to “Off-Premises Signs” and all other types of signs or messages under the Sign Ordinance are arbitrary, capricious, and/or unfounded; and otherwise result in the arbitrary deprivation of Adams’ (and those similarly situated to Adams) vested property interests without due process of law.

**COUNT V**  
**“AS APPLIED” CHALLENGE TO THE CONSTITUTIONALITY OF THE**  
**SIGN ORDINANCE AND/OR THE DEFENDANTS’**  
**ACTIONS WITH RESPECT TO ADAMS**

112. Adams incorporates by reference paragraphs 1 through 111 as if each paragraph was set forth herein in its entirety.

113. The Zoning Administrator, in issuing the Denials, is using unstructured, unlimited, and/or unbridled discretion in applying provisions of the Sign Ordinance with respect to and against Adams.

114. Paragraphs 26 through 35 (inclusive) of this Complaint also provide additional examples of a pattern of bias and hostility of Defendants towards Adams and its business interests and property rights, which has repeatedly manifested itself in the manner in which Defendants have applied the Sign Ordinance with respect to and against Adams.

115. As applied by Defendants with respect to and against Adams, the Sign Ordinance is vague, ambiguous, and/or overbroad and does not provide fair notice to Adams of the conduct proscribed or when a permit is necessary.

116. Defendants are using unstructured, unlimited, and/or unbridled discretion in interpreting and applying the Sign Ordinance with respect to and against Adams.

117. The Defendants' disparate treatment of Adams under the Sign Ordinance violates the South Carolina Constitution, including but not limited to Article 1, § 3.

118. The Defendants' disparate treatment of Adams under the Sign Ordinance violates the United States Constitution, including but not limited to the Equal Protection Clause of the Fourteenth Amendment.

119. The Defendants' disparate treatment of Adams under the Sign Ordinance is arbitrary, capricious, and/or unfounded; and otherwise results in the arbitrary deprivation of Adams' vested property interests without due process of law.

120. As applied by Defendants with respect to and against Adams, the Sign Ordinance impinges on freedoms guaranteed by the United States Constitution, including but not limited to the First and Fourteenth Amendments.

121. As applied by Defendants with respect to and against Adams, the Sign Ordinance impinges on freedoms guaranteed by the South Carolina Constitution, including but not limited to Article 1, § 2.

122. As applied by Defendants with respect to and against Adams, the Sign Ordinance violates Adams' civil rights.

123. As applied by Defendants with respect to and against Adams, the Sign Ordinance deprives Adams of its vested property rights.

124. As a direct and proximate result of the Town's actions and the Zoning Administrator's actions as detailed throughout this Complaint, Adams has suffered (and will suffer) damage.

125. As a direct and proximate result of the Town's actions and the Zoning Administrator's actions as detailed throughout this Complaint, Adams has suffered (and will suffer) irreparable harm because, *inter alia*, it has been deprived of rights granted to it under the United States Constitution and South Carolina Constitution, including important and vested property rights and the right to engage in protected speech, and is subject to penalties and fines for any alleged violation of the Sign Ordinance.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Adams Outdoor Advertising Limited Partnership respectfully requests that this Honorable Court:

(a) declare that the Town's Sign Ordinance (or portions thereof) violates the United States Constitution, including but not limited to the First and Fourteenth Amendments, and the South Carolina Constitution, including but not limited to Article 1, § 2, on its face by making content-based distinctions, regulations, and restrictions on speech, and is therefore invalid and unenforceable;

(b) declare that the Town's Sign Ordinance (or portions thereof) violates the United States Constitution, including but not limited to the First and Fourteenth Amendments, and the South Carolina Constitution, including but not limited to Article 1, § 2, on its face by being vague, ambiguous, overbroad, and/or a violation of Procedural Due Process, and is therefore invalid and unenforceable;

(c) declare that the Town’s Sign Ordinance (or portions thereof) violates the United States Constitution, including but not limited to the First and Fourteenth Amendments, and the South Carolina Constitution, including but not limited to Article 1, § 2, on its face as a prior restraint, and is therefore invalid and unenforceable;

(d) declare that the Town’s Sign Ordinance (or portions thereof) violates the United States Constitution, including but not limited to the Equal Protection Clause and Substantive Due Process Clauses, and the South Carolina Constitution, including but not limited to Article 1, § 3, on its face, and is therefore invalid and unenforceable;

(e) declare that the Town’s Sign Ordinance (or portions thereof) violates Adams’ (and those similarly situated to Adams) civil rights—including but not limited to those rights protected by 42 U.S.C. § 1983—and is therefore invalid and unenforceable;

(f) declare that the complete ban on “electronic digital or analog signs of any size or location, in which the display or advertising material may change periodically” in the Sign Ordinance violates the United States Constitution, including but not limited to the First and Fourteenth Amendments, and the South Carolina Constitution, including but not limited to Article 1, § 2, on its face and both are therefore invalid and unenforceable;

(g) declare that the manner in which Defendants are interpreting and applying the Sign Ordinance with respect to and against Adams, violates the United States Constitution and the South Carolina Constitution;

(h) declare that the manner in which Defendants are interpreting and applying the Sign Ordinance with respect to and against Adams violates Adams’ civil rights—including but not limited to those rights protected by 42 U.S.C. § 1983;

(i) preliminarily and permanently enjoin the Town and the Zoning Administrator from enforcing the Sign Ordinance and from issuing any civil fines and/or penalties to Adams (or those similarly situated to Adams) for a past, present, or future purported violation thereof;

(j) declare that the Denials are null and void;

(k) declare that the Zoning Administrator must issue all the sign permits requested by Adams that were denied by the Zoning Administrator;

(l) award damages to Adams for the violation of its rights—including but not limited to those rights protected by 42 U.S.C. § 1983—as detailed herein;

(m) award Adams its costs and fees (including reasonable attorney’s fees) pursuant to 42 U.S.C. § 1988; and

(n) grant such further, additional, and/or other relief as this Court may deem equitable, just, and/or appropriate.

Respectfully submitted,

s/Jeffrey S. Tibbals

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October 23, 2020  
Mt. Pleasant, South Carolina