

STATE OF SOUTH CAROLINA	)	BEFORE THE CHIEF PROCUREMENT
	)	OFFICER
COUNTY OF RICHLAND	)	CASE NO: 2014-206
In re: Contract Controversy of	)	
New Venue Technologies, Inc.,	)	
	)	
Claimant,	)	
	)	
vs.	)	AMENDED MOTION TO DISMISS,
	)	CLARIFY AND AMEND THE CAPTION
South Carolina Budget and	)	OF THIS CONTRACT CONTROVERSY
Control Board,	)	
	)	
Respondent.	)	
_____	)	

**TO: NEW VENUE TECHNOLOGIES, INC., BY AND THROUGH THEIR ATTORNEY JOHN E. SCHMIDT, III, ESQUIRE:**

The South Carolina Budget and Control Board (“Board”) submits this amended motion to dismiss, clarify and amend the caption of this Contract controversy pursuant to the Chief Procurement Officer’s consent scheduling order.

In its request for resolution (titled New Venue Technologies, Inc.’s Contract Controversy Claim), New Venue purports to assert “its contract controversy claims as against the State of South Carolina, (including its governmental subdivisions and its Public Procurement Units) (hereinafter, collectively and individually, the “State”) . . .” New Venue then asserts that the CPO has “exclusive jurisdiction over the claims alleged herein . . .”

The South Carolina Budget and Control Board hereby moves that the CPO dismiss all aspects of this claim as may relate to any entity other than the Budget and Control Board on the grounds that:

The factual allegations of the contract controversy and the counterclaim do not address any claims other than actions by or against the Board.

1. No public procurement unit, as defined in *S.C. Code Ann. §11-35-4610*, other than the Budget and Control Board, has been served or otherwise notified of this matter such that this CPO has jurisdiction to adjudicate a claim between New Venue Technologies, Inc. as contractor and any public procurement unit other than the Board as a governmental body. Therefore, the CPO has no jurisdiction over those entities.
2. Any Local Public Procurement Units, as defined by *S.C. Code Ann. §11-35-4610*, which New Venue might purport to affect by this controversy are not subject to the jurisdiction of the CPO.
3. It would be improper and unconstitutional for the CPO to endeavor to adjudicate claims against any Public Procurement Unit not properly joined in the contract controversy before the CPO.

The Board further moves that the CPO address only appropriate claims between the two parties to this Contract Controversy and further that the CPO issue its Order amending all of the pleadings and caption in this case to reflect the Budget and Control Board as the only Party respondent.

This motion is based upon the record in this case, such legal memoranda as the Board may provide the CPO and any argument allowed by the CPO on this motion.

Respectfully Submitted,

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