THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Appellate Case No. 2020-000501

Vermell Daniels, as Personal Representative of the Estate of Annie Porter,…..…….Respondent,

v.

THI of South Carolina at Columbia, LLC d/b/a Midlands Health & Rehabilitation Center,……...…Appellant.

RESPONDENT'S RETURN TO APPELLANT'S PETITION FOR REHEARING

HUGHEY LAW FIRM, LLC
D. Nathan Hughey (SC Bar No. 68409)
A. Stuart Hudson (SC Bar No. 71691)
Bradley H. Banyas (SC Bar No. 101668)
1311 Chuck Dawley Boulevard, Suite 201
Mount Pleasant, SC 29464
(843) 881-8644

Attorneys for Respondent

NOW COMES Respondent, by and through its undersigned counsel, pursuant to Rule 221(a), SCAR, and at the request of this Honorable Court, following the filing on July 27, 2022, of its Unpublished Opinion No. 2022-UP-313 affirming the circuit court's denial of Facility's motion to dismiss and compel arbitration (the "Subject Opinion") and contends no law or material point was misapprehended or overlooked in the instant case. In fact, as this Honorable Court has observed on many occasions, THI's admission agreement and the arbitration agreement were never merged under South Carolina law. Therefore, THI's appeal was properly denied and its petition for rehearing should similarly be rejected.

BACKGROUND

Annie Porter died after suffering pressure sores while a resident of Appellant THI of South Carolina at Columbia, LLC d/b/a Midlands Health & Rehabilitation Center ("THI"). When her daughter, Respondent Vermell Daniels, as Personal Representative of the Estate of Annie Porter, ("the Estate"), filed a complaint against THI, it filed a motion to compel arbitration. The lower court denied the motion, and THI appealed.

On April 25, 2019, the Estate filed a complaint against THI asserting various causes of action for survival and wrongful death damages. (R. pp. 21-36). On June 5, 2019, THI filed a motion to dismiss and compel arbitration. (R. pp. 90-92). Each party filed a memorandum in support of their position, and the lower court held a hearing on August 26, 2019. (R. pp. 93-134; 53-73).

On November 6, 2019, the lower court entered an order denying THI's motion. (R. pp. 1-6). On November 18, 2019, THI filed a motion to reconsider. (R. pp. 135-142). The lower court held a hearing on the motion on February 13, 2020 and issued an order denying it on February 24, 2020. (R. pp. 74-89; 7-19). This appeal followed.

The Court of Appeals denied THI's appeal on the same grounds on July 27, 2022, holding the subject admission agreement and arbitration agreement did not merge. THI's Petition for Rehearing now follows, asserting the same arguments that have been struck down multiple times before while failing to provide any new information or authority to the contrary.

STANDARD OF REVIEW

"[A] petition for rehearing must show points supposedly overlooked or misapprehended by the court. Its purpose is not to present points lawyers of losing parties overlooked or to have the case tried in [the appellate court] for a second time. Arnold v. Carolina Power & Light Co., 168 SC 163, 167 SE 234 (1933). A circuit court's determination of whether a claim is subject to arbitration is reviewed de novo on appeal. Gissel v. Hart, 382 S.C. 235, 240, 676 S.E.2d 320, 323 (2009). This includes de novo review of the determination of whether an arbitration agreement is enforceable against a nonsignatory. Wilson v. Willis, 426 S.C. 326, 334, 827 S.E.2d 167, 172 (2019). "Under de novo review, a circuit court's factual findings will not be reversed on appeal if any evidence reasonably supports those findings." *Id*. While both federal and South Carolina policy favors arbitration of disputes, "a party cannot be required to submit to arbitration any dispute which he has not agreed so to submit." Int'l Paper Co. v. Scwabedissen Maschinen & Anlagen GMBH, 206 F.3d 411, 416 (4th Cir. 2000). Ultimately, arbitration "is a matter of consent, not coercion." Volt Information Scis., Inc. v. Bd. Of Trs. Of Leland Stanford Junior Univ., 489 U.S. 468, 479 (1989).

ARGUMENT

I. The Court of Appeals correctly held the admission agreement and arbitration agreement did not merge.

The Court of Appeals was correct to affirm the lower court's holding that the agreements did not merge. The merger-equitable estoppel argument is not a viable legal theory in South

Carolina, and our courts have never found two agreements to merge and then applied equitable estoppel. As such, the Court of Appeals was correct to not address THI's equitable estoppel argument.

A. There is no legal authority for merging two agreements into one as a matter of law under these circumstances.

THI's merger-equitable estoppel argument is not a viable legal theory in South Carolina and has never been used by our courts.

THI's argument is that, even if the signatory to an arbitration agreement lacked authority to sign it, arbitration should still be enforceable because the arbitration agreement merges into the admission agreement; the resident got a benefit from the admission agreement simply by virtue of her admission to the facility and is estopped from denying the validity of the "merged" agreement. This argument is made only because there was no actual or apparent authority to execute the arbitration agreement. The starting point is an invalid, unenforceable agreement that THI hopes to resurrect by using a legal fiction that it merged with another agreement that THI initially chose to keep separate. THI's arguments are fundamentally flawed.

If THI wanted the benefits provided from one of those agreements to apply to both, then it should have made them one agreement. The truth is that THI keeps them separate based on the belief that the separateness will make the arbitration agreement more enforceable and less likely to be found unconscionable.[1]

THI relies on *Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 755 S.E.2d 450 (2014) as the source of its merger-equitable estoppel theory. *Coleman* does not support the existence or

[1] *See, e.g.*, *Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 357, 755 S.E.2d 450, 456 (2014) (Toal, C.J., dissenting) ("Using a separate contract for arbitration agreements is conducive to greater freedom of choice for the consumer. It also better protects the nursing home from a contention that the arbitration contract is unconscionable.").

use of the theory because the law referred to in *Coleman* discussed a principle of contract interpretation and not the merger as a matter of law of two agreements into one.

In *Coleman*, the Supreme Court discussed (for the first time) a contract interpretation principle using language that referred to merger of contracts. *Coleman* involved separate admission and arbitration agreements that a deceased resident's sister executed on her behalf at the time of admission. *Id.* at 350, 755 S.E.2d at 452. The Court first held that the Adult Health Care Consent Act gave the sister authority to enter into the admission agreement but not the arbitration agreement. *Id.* at 353-54, 755 S.E.2d at 454. It then addressed the facility's alternative argument that the admission agreement (which she had authority to execute) and the arbitration agreement (which she did not have authority to execute) "merged" and, consequently, the sister should be estopped from denying the enforceability of the arbitration agreement. *Id.* at 354-55, 755 S.E.2d at 455.

The *Coleman* Court cited to *Klutts Resort Realty, Inc. v. Down Round Dev. Corp.*, 268 S.C. 80, 232 S.E.2d 20 (1977), for the contract interpretation principle that, "in the absence of anything indicating a contrary intention, where instruments are executed at the same time, by the same parties, for the same purpose, and in the course of the same transaction, the courts will consider and construe the documents together. The theory is that the instruments are effectively one instrument or contract." *Coleman*, 407 S.C. at 355, 755 S.E.2d at 455 (citing *Klutts*, 268 S.C. at 88, 232 S.E.2d at 24). The *Coleman* Court found numerous facts indicated an intention not to merge the contracts, including an entirety-of-agreement clause that recognized the separateness of the agreements, that the arbitration agreement could be disclaimed within thirty days and the admission agreement could not, and that any ambiguity as to merger is construed against the drafter. *Coleman*, 407 S.C. at 355-56, 755 S.E.2d at 455.

Coleman did not say that the "merger" it refers to means that the two contracts become one as a matter of law. The "merger" reference comes directly after and cites as its legal support a quotation that says "'the courts will ***consider and construe*** the documents together. The ***theory*** is that the instruments are ***effectively*** one instrument or contract.'" *Id.* at 355, 755 S.E.2d at 455 (quoting *Klutts Resort Realty, Inc. v. Down Round Dev. Corp.*, 268 S.C. 80, 88, 232 S.E.2d 20, 24 (1977)) (emphasis added).

Significantly, *Coleman* did **not** hold that, if the contracts did merge, then merger is a basis for an equitable estoppel argument based on benefits from the admission agreement. The Court simply stated "the predicate for appellants' argument for application of the doctrine of equitable estoppel, that the A[rbitration] A[greement] and the admission agreement were merged, is not present here." 407 S.C. at 356, 755 S.E.2d at 455-56.

The *Klutts Resort Realty* opinion, cited by *Coleman*, does not mention merger. When *Klutts* discussed the theory that "instruments are effectively one instrument or contract", it referred to a contract interpretation and construction principle and not the legal act of making two agreements become one as a matter of law. *Klutts*, 268 S.C. at 88, 232 S.E.2d at 24. The Court referenced "[c]onstruing contemporaneous instruments together" for the purpose of determining if provisions in one agreement affect "the provisions of another" "so that the whole agreement as actually made may be effectuated." *Id.* at 88-89, 232 S.E.2d at 24.

Despite THI's best wishes, neither *Coleman* nor any case before or after it has ever permitted a party to use a contract interpretation principle to legally merge two separately signed agreements into one and then use a benefit received from one to avoid the invalidity of the other.

In two subsequent opinions, this Court referred to it as a principle of contract interpretation and not a legal merger that makes two agreements become one agreement. *See York v. Dodgeland*

of Columbia, Inc., 406 S.C. 67, 83-84, 749 S.E.2d 139, 147-48 (Ct. App. 2013) (referring to "intent to consider them separately" and language that precluded "construing the two contracts together"); *Harris v. Ideal Solutions, Inc.*, 385 S.C. 74, 79, 682 S.E.2d 523, 526 (Ct. App. 2009) (referring to whether agreements "should be construed as one contract and considered as a whole to determine the parties' intentions" and "reading" agreements "together because" they were executed at the same time as part of the same transaction by the same parties).

Ultimately, there is no South Carolina appellate court opinion holding that an arbitration and admission agreement merged and, as a result, the two are considered one and the benefit of admission to a facility equitably estops the plaintiff from denying the validity of the arbitration agreement.

Without merger, the parties are left with an arbitration agreement that is unenforceable because it was signed without authority. Because Ms. Daniels lacked authority to agree to arbitrate on behalf of Ms. Porter, she could not provide any consideration, *i.e.*, a promise to arbitrate, to support the agreement. Therefore, the circuit court correctly held that, under the circumstances, there is "a lack of consideration and mutuality." (R. p. 19). Regardless, even if its theory was viable, it failed to satisfy it in this case and the Court of Appeals was correct to affirm, as there is no legal precedent for granting THI the relief that it seeks.

B. The Court of Appeals correctly held merger did not occur.

The Supreme Court has not addressed a merger-equitable estoppel argument since *Coleman*. However, the Court of Appeals has addressed it multiple times, and each time, including in this case, held merger did not occur.

In *Thompson v. Pruitt Corp.*, 416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016), this Court addressed whether a nursing home could compel a deceased resident to arbitration where her son signed on her behalf separate admission and arbitration agreements. *Id.* at 48, 784 S.E.2d at 682.

The defendant nursing home argued the admission and arbitration agreements "merged" and "thus, Son's authority to execute the Admission Agreement covered the terms of the A[rbitration] A[greement] as well." *Id.* at 52, 784 S.E.2d at 684. This Court disagreed and held the parties intended to keep the agreements separate. The indications of separateness included a thirty-day disclaimer option in the arbitration agreement that was not included in the admission agreement, that the arbitration agreement was not a condition precedent for being admitted to the nursing home, and that the agreements did not expressly incorporate one another (which is construed against the drafter). *Id.* at 53-54, 784 S.E.2d at 685.

In *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018), this Court addressed whether a rehabilitation facility could compel a deceased resident to arbitration where her husband signed on her behalf separate admission and arbitration agreements. *Id.* at 550, 813 S.E.2d at 295-96. The defendant facility argued "the circuit court erred in finding the Arbitration Agreement was separate from the Admissions Agreement because [] the two documents were merged." *Id.* at 556, 813 S.E.2d at 299. This Court disagreed and found the agreements "did not merge." *Id.* at 563, 813 S.E.2d at 302. The indications of separateness included that the admission agreement was governed by South Carolina law while the arbitration agreement was governed by federal law, the arbitration agreement referenced the two agreements as being separate, the arbitration agreement could be revoked within thirty days but the admission agreement could not, the documents were separately paginated with separate signature pages, and the arbitration agreement was not a precondition to admission to the facility. *Id.* at 562-63, 813 S.E.2d at 302.

As in *Coleman*, *Thompson*, and *Hodge*, the language of the admission and arbitration agreements in this case shows they are separate. First, the arbitration agreement refers to the

agreements separately by stating the arbitration agreement "shall survive any termination or breach of ***this Agreement or the Admission Agreement***." (R. p. 92) (emphasis added). This is direct evidence of an intention to keep the agreements separate. *Hodge*, 422 S.C. at 562, 813 S.E.2d at 302; *Thompson*, 416 S.C. at 52, 784 S.E.2d at 684.

Second, the admission agreement allows for relief that the arbitration agreement prohibits. The admission agreement specifies that a resident "will present grievances" according to the "Facility's Grievance Procedure" and is not precluded "from filing a complaint with any governmental agency." (R. p. 118). This express authorization of non-arbitrated grievances and complaints related to the resident's admission is contrary to the arbitration agreement's language that it applies to "any controversy or dispute between the parties arising out of or relating to Facility's Admission Agreement, or breach thereof, or relating in any way to Resident's stay at Facility, or to the provisions of care or services to Resident." (R. p. 92).

Third, the admission agreement contains an "Entire Agreement" clause stating the admission agreement is the "entire agreement" between the parties as to admission to the facility. (R. p. 126). *Coleman*, 407 S.C. at 355, 755 S.E.2d at 455.

Fourth, executing the arbitration agreement was not a precondition to admission. (R. p. 8). *Hodge*, 422 S.C. at 562-63, 816 S.E.2d at 302; *Thompson*, 416 S.C. at 53, 784 S.E.2d at 685.

Fifth, the admission agreement could be terminated by the resident "at any time, upon written notice to Facility" and by the facility with fifteen-days' notice to the resident. (R. p. 120). In contrast, the arbitration agreement "shall survive any termination or breach of this [arbitration] Agreement or the Admission Agreement." (R. p. 92).

Finally, the admission agreement and arbitration agreement are separately paginated and have separate (and differing) signature pages. *Hodge*, 422 S.C. at 562, 813 S.E.2d at 302. The

admission agreement required that someone witness the resident or representative's signature, but the arbitration agreement did not require a witness. (R. pp. 126; 92). THI argues this does not indicate separateness because documents will always be separate for a merger issue to arise. (Br. of App. pp. 11-12). This misses the point. Agreements may be separate but have continuing pagination numbers or have one signature page and blanks for a signatory to initial or check that it agrees or does not agree with a certain part or provision. The separate pagination and signature pages are evidence that the parties intended for the agreements to be separate.

The Court of Appeals correctly held that merger did not occur, and the evidence cited above supports its findings.

THI argues that the admission agreement's reference to "other Admissions materials, which are made a part of this Agreement by reference" indicates an intent to merge the agreements. (Br. of App. p. 8). This argument is factually and legally incorrect.

Factually, THI is incorrect because THI expressly incorporated a specific document but did not incorporate the arbitration agreement. It expressly incorporated the admission handbook by stating in the admission agreement: "*Admission Handbook*, which is made a part of this Agreement by reference herein." (R. p. 115). In contrast, the admission agreement never mentions the arbitration agreement.

Legally, THI is incorrect because this Court already rejected its argument. In *Thompson v. Pruitt Corp.*, 416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016), the defendant nursing home argued as evidence of merger that the admission agreement "incorporates by reference all exhibits to the agreement and the A[rbitration] A[greement] is one of the exhibits." *Id.* at 53, 784 S.E.2d at 685. This Court found the reference "ambiguous" because the admission agreement did "not define the term 'exhibit' or cross-reference any specific exhibits" and the arbitration agreement did "not

include any labels or other language indicating it serves as an exhibit or addendum to the Admission Agreement." *Id.* This Court construed the reference "against" the facility drafter. *Id.* at 53-54, 784 S.E.2d at 685 (citing *Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 355-56, 755 S.E.2d 450, 455 (2014) (stating that any ambiguity "is construed against the drafter")). The same is true in this case. The admission agreement does not define the term "Admission materials," and the arbitration agreement does not include any labels or other language indicating it is an exhibit to the admission agreement. The ambiguous reference must be construed against THI and, therefore, does not support merger.

THI goes to great lengths to establish a so-called "presumption of merger." (Br. of App. pp. 7-8, 12). Yet, it fails to cite to a case that says merger—two agreements becoming one as a matter of law—is a presumption. THI relies on the following language from *Klutts Resort Realty, Inc. v. Down Round Dev. Corp.*, 268 S.C. 80, 232 S.E.2d 20 (1977): "The general rule is that, in the absence of anything indicating a contrary intention, where instruments are executed at the same time, by the same parties, for the same purpose, and in the course of the same transaction, the courts will consider and construe the instruments together." *Id.* at 88, 232 S.E.2d at 24. This refers not to merger as a matter of law but to a contract interpretation principle. Absent anything to the contrary, a court will construe instruments together; not absent anything to the contrary two agreements become one.

Regardless, for any alleged presumption to apply, THI must prove the agreements were executed at the same time, by the same parties, for the same purpose, and in the course of the same transaction. It failed to do so.

There is evidence that different parties signed the agreements. Ms. Daniels signed the arbitration agreement as "Resident/Representative" but signed the admission agreement as

"Representative." (R. p. 92; 126). The agreements were not executed for the same purpose. The admission agreement was signed to effectuate the admission of Ms. Porter to the facility. The separate arbitration agreement was signed to waive a jury trial right. These are unrelated purposes.

THI argues that it proves the agreements were executed at the same time, by the same parties, for the same purpose, and in the course of the same transaction simply because it presented the documents to Ms. Daniels at the same time during the admission process and she physically signed them both (although in different capacities). (Br. of App. pp. 9, 12-13). If that is true, then an arbitration agreement and admission agreement will presumably merge every time they are given to someone at the same time to sign when admitting a resident to a facility and that person physically signs both documents. Under THI's argument, arbitration will almost universally be enforceable regardless of the legal authority of the signatory to the arbitration agreement. The Court was correct to reject this attempt to enforce an arbitration agreement through the back door that would never be admitted through the front door based on its invalidity.

The law and the evidence support the lower court's finding that the agreements did not merge, and this Court was correct to affirm on this basis alone.[2]

II. The Court of Appeals correctly denied THI's alternative request for discovery.

The Court of Appeals correctly denied THI's request for discovery. "A trial court's rulings in matters related to discovery generally will not be disturbed on appeal in the absence of a clear abuse of discretion." *Fairchild v. S.C. Dep't of Transp.*, 398 S.C. 90, 108, 727 S.E.2d 407, 416 (2012). "An abuse of discretion occurs when the trial court's order is controlled by an error of law

[2] Because this Honorable Court did not address Facility's equitable estoppel argument or its argument related to consideration and mutuality, as it should not have in light of its finding the Admission Agreement and Arbitration were not merged, Respondent does not address it here and instead relies on this Court's analysis of equitable estoppel in the context of nursing home arbitration disputes in Weaver v. Brookdale Senior Living, Inc., 431 S.C. 223, 847 S.E.2d 268 (Ct. App. 2020).

or when there is no evidentiary support for the trial court's factual conclusions." *Id.* at 108, 727 S.E.2d at 416. THI does not argue or show that the lower court abused its discretion.

THI admitted at the hearing that Ms. Daniels' affidavit showed she lacked legal authority to bind Ms. Porter to arbitration. (R. pp. 60-61, 68). The lower court found that she lacked legal authority. (R. pp. 3-4; 9-13). THI did not appeal those findings. *See Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

THI asked the lower court for leave to conduct discovery on Ms. Daniels' authority to bind Ms. Porter to arbitration if the court was "inclined" to deny its motion. (R. p. 60). Before it received Ms. Daniels' affidavit, THI relied solely on her signature on the arbitration agreement as definitive proof of her authority to bind Ms. Porter to arbitration. *Id.* at 61. It argued that, because Ms. Daniels' affidavit disproved her authority, THI should be allowed to conduct discovery on the issue. The Court of Appeals correctly acted within its discretion to deny the request.

THI has presented no argument that discovery is likely to uncover any evidence contrary to Ms. Daniels' affidavit. *See, e.g.*, *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) (holding that "the nonmoving party [on summary judgment] must demonstrate the likelihood that further discovery will uncover additional relevant evidence and that the party is not merely engaged in a fishing expedition." (internal quotation marks omitted)); *Baughman v. AT&T*, 306 S.C. 101, 112, 410 S.E.2d 537, 544 (1991) (discussing the necessity of party asking for more discovery before the court grants summary judgment to "demonstrate[] a likelihood that further discovery will uncover additional evidence relevant to the issue"). Therefore, there is no basis for the lower court or this Court to order discovery.

The Court of Appeals correctly held that the lower court did not abuse its discretion to deny the request for limited discovery.

CONCLUSION

Based on the arguments stated above, Respondent respectfully requests the Court deny THI's Petition for Rehearing. Because the Admission and Arbitration Agreement were not merged, THI cannot force Ms. Porter to arbitrate her nursing home negligence claims against it. This Honorable Court did not overlook or misapprehend any points attendant to this appeal. The Arbitration Agreement is not valid because Ms. Porter could not and did not assent to its terms. Ms. Daniels possessed no legal authority to bind Ms. Porter to the arbitration agreement. Merger fails to operate to bind her to the Arbitration Agreement under South Carolina law, and this case is now ripe for litigation in South Carolina's trial court.

Respectfully submitted,

September 7, 2022

s/Bradley H. Banyas
Bradley H. Banyas
HUGHEY LAW FIRM, LLC
D. Nathan Hughey (SC Bar No. 68409)
A. Stuart Hudson (SC Bar No. 71609)
Bradley H. Banyas (SC Bar No. 101668)
1311 Chuck Dawley Boulevard, Suite 201
Mount Pleasant, SC 29464
(843) 881-8644

Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Appellate Case No. 2020-000501

Vermell Daniels, as Personal Representative of the Estate of Annie Porter,…..…….Respondent,

v.

THI of South Carolina at Columbia, LLC d/b/a Midlands Health & Rehabilitation Center,……...…Appellant.

PROOF OF SERVICE

The undersigned certifies that a copy of *Respondent's Return to Appellant's Petition for Rehearing* have been served upon counsel for Appellant via electronic mail at the email address as stated in the Attorney Information System and as set forth below this 7th Day of September, 2022.

Stephen L. Brown, Esquire
D. Jay Davis, Jr., Esquire
Russell G. Hines, Esquire
Gaillard T. Dotterer, III, Esquire

September 7, 2022

s/Bradley H. Banyas
Bradley H. Banyas (SC Bar No. 101668)

Attorney for Respondent

Brad Banyas

Subject: Daniels v. THI (2020-000501) - Respondent's Return to Appellant's Petition for Rehearing
Date: Wednesday, September 7, 2022 at 6:21:43 PM Eastern Daylight Time
From: Brad Banyas
To: Hines, Russell, Brown, Stephen L., Davis, Jay, Dotterer III, Gaillard T. (Gilly), Peterson, Susan, Wakeham, Rebecca (Becky), Justman, Aimee, Bell, Pollyana (Polly)
CC: Nate Hughey, Stuart Hudson, Jennifer Wilson
Attachments: image001.jpg, Respondent's Return to Appellant's Petition for Rehearing.pdf

Attached regarding the above referenced matter, please find **Respondent's Return to Appellant's Petition for Rehearing**.

Bradley H. Banyas, Esq.
Hughey Law Firm

1311 Chuck Dawley Blvd., Ste. 201
Mt. Pleasant SC 29464
843.881.8644