

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Timothy Williams, Appellant,

v.

Force Protection Industries, Inc., Howard Eisenhut
(individually and as an employee of Force Protection
Industries, Inc.), Shelia Boyd (individually and as an
employee of Force Protection Industries, Inc.), Vanessa
Ladson (individually and as an employee of Force
Protection Industries, Inc.), Brenda Valentine
(individually and as an employee of Force Protection
Industries, Inc.), and Verifications, Inc., Respondents.

Appellate Case No. 2010-169467

Appeal From Charleston County
R. Markley Dennis, Jr., Circuit Court Judge

Unpublished Opinion No. 2012-UP-374
Heard March 13, 2012 – Filed June 20, 2012

AFFIRMED

Timothy L. Williams, of Columbia, pro se.

Michael D. Carrouth and Reyburn W. Lominack, III, of
Fisher & Phillips, LLP, of Columbia, for Respondent
Force Protection Industries, Inc., et. al.

PER CURIAM: Timothy Williams appeals the order of the trial court granting Force Protection Industries, Inc., and other Respondents summary judgment on Williams's claims for breach of contract and defamation. We affirm.

1. As to Williams's breach of contract action, we find the trial court did not err in granting summary judgment on this issue because Williams's employment was at-will. *See Mathis v. Brown & Brown of S.C., Inc.*, 389 S.C. 299, 309, 698 S.E.2d 773, 778 (2010) ("In South Carolina, employment at-will is presumed absent the creation of a specific contract of employment."); *id.* at 310, 698 S.E.2d at 778 (emphasis added) ("An at-will employee may be terminated *at any time* for any reason or for no reason, with or without cause."); *White v. Roche Biomedical Labs., Inc.*, 807 F.Supp. 1212, 1215 (D.S.C. 1992) ("When an employer has the right to terminate at will, it may do so at any time, including the period after the employee has accepted an offer but before the employee begins work."); *Hudson v. Zenith Engraving Co.*, 273 S.C. 766, 769, 259 S.E.2d 812, 813 (1979) ("The termination of employment at will by either party does not normally give rise to a cause of action for breach of contract.").

2. We find no error in the trial court's ruling Respondents' statements to the South Carolina Human Affairs Commission (SCHAC) were privileged. *See Crowell v. Herring*, 301 S.C. 424, 430, 392 S.E.2d 464, 467 (Ct. App. 1990) (stating an "absolute privilege exists as to any utterance arising out of the judicial proceeding and having any reasonable relation to it, including preliminary steps leading to judicial action of any official nature provided those steps bear reasonable relation to it" (citing *Restatement (Second) of Torts* § 587 cmt. e (1977))); *Restatement (Second) of Torts* § 588 cmt. d (1977) ("Judicial proceedings include all proceedings in which an officer or tribunal exercises judicial functions . . ."); S.C. Code Ann. § 1-13-90 (2005 & Supp. 2011) (setting forth the procedures for complaints to and investigations, hearings, and orders by the SCHAC).

AFFIRMED.

FEW, C.J., and HUFF and SHORT, JJ., concur.



Case No. 2010-169467
Roster No. 18965

AFFIRMED

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Timothy Williams, Appellant,

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Force Protection Industries, Inc., Howard Eisenhut (individually and as an employee of Force Protection Industries, Inc.), Sheila Boyd (individually and as an employee of Force Protection Industries, Inc.), Vanessa Latison (individually and as an employee of Force Protection Industries, Inc.), Brenda Valentine (individually and as an employee of Force Protection Industries, Inc.), and Verifications, Inc., Respondents.

PER CURIAM:

John Cannon, Jr.
Thomas C. Hoff
Paul E. Short, Jr.

South Carolina Court of Appeals
Clerk's Office, Columbia, S.C.

FILED JUN 20 2012

Janya A. Gee
Clerk