

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

The Honorable Steven H. John, Circuit Court Judge

**RECEIVED**

OCT 11 2013

**SC Court of Appeals**

---

Case No. 2013-CP-26-0423

---

GAYLOR, INC. OF NORTH CAROLINA,----- APPELLANT,

v.

PC CONSTRUCTION OF GREENWOOD,  
INC. AND SAFECO INSURANCE  
COMPANY OF AMERICA, ----- RESPONDENTS.

---

**AMENDED NOTICE OF APPEAL**

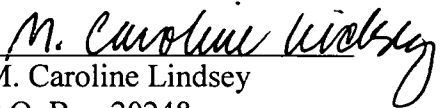
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Gaylor, Inc. of North Carolina ( hereinafter “Gaylor”) appeals the judgment of the Honorable Steven H. John dated August 26, 2013, granting Summary Judgment to PC Construction of Greenwood, Inc. (hereinafter “PC”) on Gaylor’s Counterclaims. The order being appealed, which granted Summary Judgment to PC on Gaylor’s Counterclaims, was read in open court on August 26, 2013, following the hearing of PC’s Motion for Summary Judgment. Appellant received a copy of the “Form 4: Judgment in a Civil Case” on September 6, 2013. The “Form 4: Judgment in a Civil Case” was signed by Judge John on August 26, 2013 and filed on August 29, 2013, and it is attached and incorporated with this Amended Notice of Appeal as Exhibit “A.” Appellant received a copy of the long-form Order granting Summary Judgment to PC

on September 24, 2013. The long-form Order, which was signed by Judge John and filed on September 4, 2013, is attached and incorporated with this Amended Notice of Appeal as Exhibit "B." Gaylor hereby gives notice of its Appeal of the orders attached and incorporated as Exhibits "A" and "B" to this Amended Notice of Appeal, and Gaylor also gives notice of its Appeal of the granting of Summary Judgment to PC in open court on August 26, 2013.

Respectfully submitted this 8<sup>th</sup> day of October, 2013.

**ANDERSON JONES, PLLC**

  
M. Caroline Lindsey  
P.O. Box 20248  
Raleigh, NC 27619  
Telephone: (919) 277-2541  
Facsimile: (919) 277-2544  
*Attorney for Gaylor, Inc. of North  
Carolina, Appellants  
Attorney for Western Surety  
Company*

Other Counsel of Record:

E. Wade Mullins, III, Esquire  
Matthew Stabler, Esquire  
BRUNER, POWELL, WALL & MULLINS, LLC  
1735 St. Julian Place, Suite 200  
Columbia, SC 29204  
Telephone: (803) 252-7693  
Facsimile: (803) 254-5719

*Attorneys for PC Construction, Inc. and Safeco Insurance Company of America, Respondents*

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing **Amended Notice of Appeal** via Certified Mail, Return Receipt Requested, CMRRR# 7012 1640 0001 4439 6055, postage prepaid, at the following address:

Matthew Stabler, Esquire  
E. Wade Mullins, III, Esquire  
BRUNER, POWELL, WALL & MULLINS, LLC  
1735 St. Julian Place, Suite 200  
Columbia, SC (29204)  
Telephone: (803) 252-7693  
Facsimile: (803) 254-5719  
*Attorneys for PC Construction of Greenwood, Inc. and Safeco Insurance Company of America, Respondents*

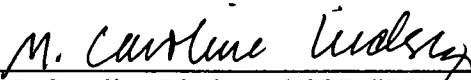
**RECEIVED**

OCT 11 2013

**SC Court of Appeals**

This the 8<sup>th</sup> day of October 2013.

**ANDERSON JONES, PLLC**

  
M. Caroline Lindsey, SCSB #75384  
*Attorney for Gaylor, Inc. of North Carolina,  
Appellant  
Attorney for Western Surety Company  
Post Office Box 20248  
Raleigh, NC 27619  
Phone: 919-277-2541  
Fax: 919-277-2544  
clindsey@andersonandjones.com*

# ANDERSON JONES, PLLC

1305 NAVAHO DRIVE - SUITE 303  
Raleigh, NC 27609  
TELEPHONE (919) 277-2541

POST OFFICE BOX 20248  
Raleigh, NC 27619  
FACSIMILE (919) 277-2544

October 8, 2013

**VIA US MAIL**

South Carolina Court Of Appeals  
V. Claire Allen – Deputy Clerk of Court of Appeals  
1205 Pendleton Street  
Columbia, SC 29201

**RECEIVED**

OCT 11 2013

**SC Court of Appeals**

**Re: PC Construction of Greenwood, Inc. and Safeco Insurance Company of America v. Gaylor, Inc. of North Carolina and Western Surety Company  
Horry County, South Carolina Case No.: 2013-CP-26-423  
AJ File No.: 12-1837**

Dear Ms. Allen:

The following items are enclosed for your review and file:

<u>No. of Items</u>	<u>Description</u>
1	Original and two copies of Amended Notice of Appeal
1	Original and two copies of Affidavit of Service
1	Self-addressed, stamped envelope enclosed

**REMARKS:** If the above documents meet your approval, please file the same and return the copies to our office in the self-addressed, stamped envelope provided. If you have any questions or concerns, please contact me or Caroline Lindsey at (919) 277-2541.

Sincerely,



Leslie L. Ward, NCCP  
*Paralegal for M. Caroline Lindsey, Attorney for Plaintiffs*

cc: Caroline Lindsey  
Andy Anderson

TF: 10/15/13

N:\Gaylor, Inc. of the Carolinas\PC Construction\Appeal\100813.Amended Notice of Appeal.AffSvc.SC-AppealsCourt.lot.doc

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

The Honorable Steven H. John, Circuit Court Judge

Case No. 2013-CP-26-0423

RECEIVED  
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SC Court of Appeals

GAYLOR, INC. OF NORTH CAROLINA,----- APPELLANT,

v.

PC CONSTRUCTION OF GREENWOOD,  
INC. AND SAFECO INSURANCE  
COMPANY OF AMERICA, ----- RESPONDENTS.

**AFFIDAVIT OF SERVICE OF NOTICE OF APPEAL**

The undersigned attorney for Appellant, being first duly sworn, deposes and says:

1. That the Respondents, **PC Construction of Greenwood, Inc. and Safeco Insurance Company of America, c/o Matthew Stabler, Esq. & E. Wade Mullins, Esq., Bruner Powell Wall & Mullins, LLC, 1735 St. Julian Place, Suite 200, Columbia, SC 29204** has been duly served with process of Notice of Appeal in this action in accordance with the North Carolina Rules of Appellate Procedure by certified mail. Attached hereto as Exhibit "A" is a true and accurate copy of the USPS Certified Mail "green card" numbered **7012 1640 0001 4439 5959** showing receipt of service by defendant. Also attached as Exhibit "B" is a true and accurate copy of the USPS delivery confirmation showing receipt of service by defendant on **September 30, 2013**.

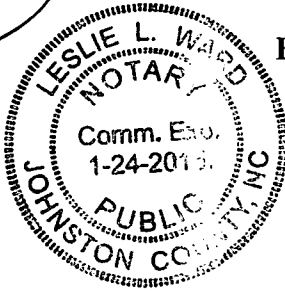
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 8<sup>th</sup> day of October, 2013.

Sworn to and subscribed before  
me this 8<sup>th</sup> day of October, 2013.

Leslie L. Ward  
NOTARY PUBLIC - Signed

Leslie L. Ward  
NOTARY PUBLIC - Printed

1/24/2015  
MY COMMISSION EXPIRES



ANDERSON JONES, PLLC

By: M. Caroline Lindsey  
M. Caroline Lindsey, SCSB # 75354  
*Attorney for the Appellant*  
Post Office Box 20248  
Raleigh, NC 27619  
Phone: 919.277-2541  
Fax: 919.277-2544

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing Affidavit of Service of Notice of Appeal via USPS Regular Mail, postage prepaid, at the following address:

Matthew Stabler, Esq.  
E. Wade Mullins, III, Esq.  
Bruner, Powell, Wall & Mullins, LLC  
1735 St. Julian Place, Suite 200  
Columbia, SC 29204

*Attorneys for PC Construction of Greenwood, Inc. and Safeco Insurance Company of America,  
Respondents*

**RECEIVED**

OCT 11 2013

**SC Court of Appeals**

This the 8<sup>th</sup> day of October, 2013.

**ANDERSON JONES, PLLC**

M. Caroline Lindsey  
M. Caroline Lindsey, SCSB #75364  
*Attorney for Gaylor, Inc. of North Carolina,  
Appellant*  
*Attorney for Western Surety Company*  
Post Office Box 20248  
Raleigh, NC 27619  
Phone: 919-277-2541  
Fax: 919-277-2544  
clindsey@andersonandjones.com

Exhibit  
A

7012 1640 0001 4439 5959

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

*Gayla/PC Notice of Appeal E*

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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees \$	<i>6.51</i>	<i>UW, MCL, VAA</i>

Sent To: Matthew Stabler, Esq.  
 Street, or PO #: E. Wade Mullins, Esq.  
 City, State: Bruner, Powell, Wall & Mullins, LLC  
 1735 St. Julian Place, Suite 200  
 Columbia, SC 29204

PS Form actions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Matthew Stabler, Esq.  
 E. Wade Mullins, Esq.  
 Bruner, Powell, Wall & Mullins, LLC  
 1735 St. Julian Place, Suite 200  
 Columbia, SC 29204

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 *Marie Peete*  Agent  
 Addressee

B. Received by (Printed Name)  
*Marie Peete*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number | | | | | 7012 1640 0001 4439 5959  
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September 30, 2013 , 12:54 pm	Delivered	COLUMBIA, SC 29204
September 28, 2013 , 10:24 am	Notice Left (Business Closed)	COLUMBIA, SC 29204
September 28, 2013 , 9:29 am	Sorting Complete	COLUMBIA, SC 29204
September 28, 2013 , 7:10 am	Arrival at Unit	COLUMBIA, SC 29204
September 28, 2013	Depart USPS Sort Facility	COLUMBIA, SC 29201
September 28, 2013 , 3:38 am	Processed through USPS Sort Facility	COLUMBIA, SC 29201

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Exhibit  
B

# 19+  
20

FORM 4

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2013CP2600423

PC Construction Of Greenwood Inc	Safeco Insurance Company of America	Gaylor Inc Of North Carolina	Western Surety Company
----------------------------------	-------------------------------------	------------------------------	------------------------

PLAINTIFF(S)	DEFENDANT(S)
Submitted by: CLERK OF COURT	Attorney for: <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Plaintiff

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):  Rule 12(b), SCRPC;  Rule 43(a), SCRPC (Vol. Nonsuit);  
 Rule 43(k), SCRPC (Settled);  Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):  Rule 40(j) SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):  
 Affirmed;  Reversed;  Remanded;  Other: \_\_\_\_\_

FILED  
HORRY COUNTY  
CLERK OF COURT  
AUG 28 PM 3:52  
JULIE T. SWARD

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order; (formal order to follow)  Statement of Judgment by the Court:

MOTION FOR SUMMARY JUDGMENT GRANTED. PROPOSED FORMAL ORDER TO FOLLOW BY EMAIL FROM ATTORNEY WADE MULLINS WITHIN 7 DAYS.  
MOTION TO ADD PARTY DECIDED UNDER MOTION FOR SUMMARY JUDGMENT.

ORDER INFORMATION

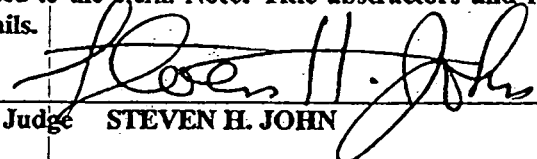
This order  ends  does not end the case.  
Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

EXHIBIT A

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

 2129 8/26/2013  
Circuit Court Judge STEVEN H. JOHN Judge Code Date

**For Clerk of Court Office Use Only**

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Edward Wade Mullins III PO Box 61110 Columbia, SC  
292601110

Margaret Caroline Lindsey PO Box 20248 Raleigh, NC  
27619

**MATHEW H. STABLER**

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter **DIXIE EUBANK**

**Melanie Huggins-Ward - Clerk of Court**

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PC Construction of Greenwood, Inc., and  
Safeco Insurance Company of America,

Plaintiff,

vs.

Gaylor, Inc. of North Carolina and Western  
Surety Company

Defendants.

) IN THE COURT OF COMMON PLEAS

) Case No.: 2013-CP-26-423

ORDER

13 SEP -4 PM 1:41  
CLERK OF COURT  
WARD

THIS MATTER came before me for a hearing on August 26, 2013 for argument on a Motion for Summary Judgment filed by Plaintiff PC Construction of Greenwood, Inc. ("PC Construction") and Necessary Party Plaintiff Safeco Insurance Company of America ("Safeco") as to counterclaims asserted by Defendant Gaylor, Inc. of North Carolina. E. Wade Mullins, III, Esquire and Matthew H. Stabler, Esquire appeared on behalf of PC Construction and Safeco. M. Caroline Lindsey, Esquire appeared on behalf of Gaylor, Inc. of North Carolina. Based upon the pleadings, affidavits, memoranda of law, applicable law, and arguments of counsel, I make the following Findings of Fact and Conclusions of Law:

**Factual and Procedural History**

PC Construction desired to bid on a contract with Coastal Carolina University (the "Owner") to construct the Coastal Carolina Student Recreation/Convocation Center, State Project No.: H17-9557-MJ, in Horry County, South Carolina (the "Project"). PC Construction solicited bids from subcontractors for the various trades needed to complete the Project. Gaylor, Inc. of North Carolina submitted a bid for the electrical portion of the Project in the name "Gaylor, Inc. of North Carolina." PC Construction was the successful bidder for the Project and

*[Handwritten signature]*

EXHIBIT B

1 OF 6

entered into a contract with the Owner on or about May 20, 2010. Safeco issued a payment bond for the Project naming PC Construction as principal and Safeco as surety. On or about July 8, 2010, PC Construction entered into a subcontract with Gaylor, Inc. of North Carolina for the electrical portion of the Project.

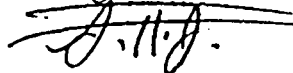
On January 18, 2013, PC Construction filed suit against Gaylor, Inc. of North Carolina for breach of the subcontract and for indemnity. By consent of the parties, Safeco was added as a Necessary Party Plaintiff. Subsequently, on or about April 3, 2013, Gaylor, Inc. of North Carolina served its Answer and Compulsory Counterclaims against PC Construction and Safeco. On April 18, 2013, PC Construction filed an Amended Complaint naming Western Surety Company, Gaylor, Inc. of North Carolina's performance bond surety, as an additional defendant. After filing an initial Answer to the Amended Complaint, on or about May 16, 2013, Gaylor, Inc. of North Carolina served its Amended Answer and Counterclaims to the Amended Complaint. Gaylor, Inc. of North Carolina raises four counterclaims: breach of contract and unjust enrichment causes of action against PC Construction, a claim on the payment bond against Safeco, and a claim against PC Construction and Safeco for attorneys' fee under S.C. Code Ann. §§ 27-1-15, 29-5-10 & 38-59-40. In all filed Replies to Gaylor Inc. of North Carolina's Counterclaims and Amended Counterclaims, both PC Construction and Safeco raise S.C. Code Ann. § 40-11-370 as an affirmative defense.

On May 2, 2013, PC Construction and Safeco filed a Motion for Summary Judgment on the grounds that Gaylor, Inc. of North Carolina's Counterclaims cannot be pursued because "Gaylor, Inc. of North Carolina" is not licensed to do business as a contractor. The name appearing on Gaylor, Inc. of North Carolina's Mechanical Contractor's license is "Gaylor, Inc." The name appearing on the subcontract with PC Construction is "Gaylor, Inc. of North

Carolina." Gaylor, Inc. is an Indiana corporation. When Gaylor, Inc. registered with the North Carolina Secretary of State to do business in that State, it could not register under the name "Gaylor, Inc." as another, unrelated entity already operated under that name. Gaylor, Inc. chose to register to do business in North Carolina as "Gaylor, Inc. of North Carolina." The day of the hearing, Gaylor filed a Motion to reform the subcontract to change the name on the subcontract from "Gaylor, Inc. of North Carolina" to "Gaylor, Inc." Gaylor, Inc. of North Carolina requested a continuance so that its Motion could be heard simultaneously with PC Construction and Safeco's Motion.

#### Standard of Review

Summary judgment is appropriate when it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 33, 530 S.E.2d 369, 371 (2000) (citations omitted). "Under Rule 56(c), SCRPC, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact." *Hedgepath v. Am. Tel. & Tel. Co.*, 348 S.C. 340, 354, 559 S.E.2d 327, 335 (Ct. App. 2002) (citations omitted). "Once the moving party carries its initial burden, the opposing party must, under Rule 56(e), do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a *genuine issue for trial*." *Id.* (quoting *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-87 (1986)) (internal quotations omitted) (emphasis and italics in original). "In determining whether any triable issue of fact exists, as will preclude summary judgment, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party. *Vermeer Carolina's Inc. v.*



*Wood/Chuck Chipper Corp.*, 336 S.C. 53, 59, 518 S.E.2d 301, 304 (Ct. App. 1999) (citations omitted).

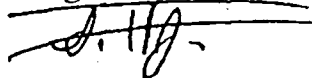
### Conclusions of Law

PC Construction and Safeco filed their Motion for Summary Judgment on May 2, 2013. At the hearing August 26, 2013, on PC Construction and Safeco's Motion, Gaylor, Inc. of North Carolina requested a continuance so that the Motion they had filed that day requesting reformation of the subcontract could be heard simultaneously with PC Construction and Safeco's Motion. Given this delay and the prejudice to PC Construction and Safeco in delaying a hearing on their Motion, I find Gaylor, Inc. of North Carolina's request for a continuance untimely and deny the same.

Pursuant to S.C. Code Ann. § 40-11-370(B), "[i]t is unlawful to engage in construction<sup>1</sup> under a name other than the exact name which appears on the license issued pursuant to this chapter [Chapter 11 of Title 40]." Pursuant to S.C. Code Ann. § 40-11-370(C), "[a]n entity that enters into a contract to engage in construction in a name other than the name that appears on its license may not bring an action either at law or in equity to enforce the provisions of the contract." "Under the plain meaning rule, it is not the court's place to change the meaning of a clear and unambiguous statute." *C-Sculptures, LLC v. Brown*, 403 S.C. 53, 56, 742 S.E.2d 359, 361 (2013) (quoting *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000)). The statute at issue "is plain and unambiguous, and conveys a clear and definite meaning . . . ." *C-Sculptures, LLC*, 403 S.C. at 56, 742 S.E.2d at 361.

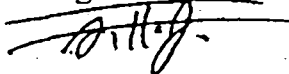
S.C. Code § 40-11-370 is not confusing and is clear on its face. It is not ambiguous. Although the result of enforcing this statute may be harsh in some circumstances, there is no

<sup>1</sup> "Engaging in construction" includes marketing, advertising, using site signs, and submitting contracts." S.C. Code Ann. § 40-11-370(B).



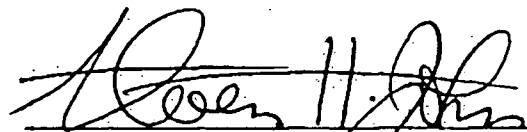
need, nor does the Court have any leeway, to resort to considerations of fairness or public policy. South Carolina courts have repeatedly enforced the statutory scheme that prohibits unlicensed contractors or licensed contractors who do not adhere to the licensing statutes from enforcing contracts. See, e.g., *C-Sculptures*, 403 S.C. 53, 742 S.E.2d 359 (general contractor operating outside of license category cannot enforce contract); *Duckworth v. Cameron*, 270 S.C. 647, 244 S.E.2d 217 (1978) (unlicensed homebuilder prohibited from enforcing contract with owner by statute); see also *Wagner v. Graham*, 296 S.C. 1, 3, 370 S.E.2d 95, 96 (Ct. App. 1988) ("The Court has consistently honored the statute even though the result in some of the cases appears to be drastic.") (regarding analogous section dealing with residential homebuilders). The Court must enforce the legislature's will as expressed in this plainly written statute.

The South Carolina Board of Labor, Licensing, and Regulation issued the license used by Gaylor on the Project to "Gaylor, Inc., 11711 N. College Ave. #150, Carmel, Indiana 46032." The subcontract with PC Construction was in the name of "Gaylor, Inc. of North Carolina, 1200 Corporation Parkway, Suite 115, Raleigh, North Carolina 27610." Gaylor, Inc. of North Carolina entered into a contract in a name other than the name appearing on its mechanical license. Gaylor, Inc. of North Carolina's argument that its name appears on the contract but is simply followed by additional information is unavailing. When read as a whole, it is clear that S.C. Code Ann. § 40-11-370 requires an entity to use the exact name appearing on its license. The Court cannot ignore the fact that "Gaylor, Inc. of North Carolina" is the name on the subcontract and that "Gaylor, Inc." is the name on the mechanical license. Gaylor, Inc. of North Carolina's argument that PC Construction drafted the subcontract and should not be entitled to rely upon S.C. Code Ann. § 40-11-370 is similarly unavailing. This statute is mandatory, and the parties are not allowed to agree to alter its affect or contract around it. See *Wagner v. Graham*,



296 S.C. 1, 370 S.E.2d 95 (Ct. App. 1988) (holding estoppel on the grounds that the homeowner knew the residential builder was unlicensed at the time of contracting is not a defense to a similar statute relating to residential home builders, reasoning that "[i]f one might avoid the impact of the statute by applying the law of estoppel, one could, by a similar reasoning, avoid the act by agreement between the Contractor and Homeowner.").

Because Gaylor, Inc. of North Carolina entered into a contract to engage in construction in a name other than the name that appears on its license, it may not bring an action either at law or in equity to enforce the provisions of the contract. Therefore, Gaylor, Inc. of North Carolina cannot pursue its counterclaims against PC Construction or Safeco. Therefore, it is ORDERED that PC Construction and Safeco's Motion for Summary Judgment as to Gaylor, Inc. of North Carolina's counterclaims is GRANTED.



The Honorable Steven H. John  
Resident Judge  
Fifteenth Judicial Circuit

September 4, 2013

Conway, South Carolina

