

# RADEKER LAW, P.A.

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July 28, 2025

## VIA EMAIL

The Hon. Jenny Abbott Kitchings  
Clerk of Court, Court of Appeals of South Carolina

**Re: Meusel v. Woodside Plantation Property Owners' Association, Inc.**  
**App. Case No. 2024-001206**

Dear Ms. Kitchings:

I write as appellants' counsel pursuant to Rule 208(b)(7), SCACR, about the Supreme Court of South Carolina's opinion in Carroll v. Isle of Palms Pest Control, Inc., especially the following passage:

If Respondents had just abandoned the contract, then we would agree Carroll's sole remedy would be for breach of contract, for Respondents would have merely failed to do what they promised. But Respondents did not stop there. They undertook a separate act, outside the parties' bargain. By doing so, their duty to Carroll was no longer defined and bound up by the contract but by the law's command that they use due care. See Roundtree Villas Ass'n., v. 4701 Kings Corp., 282 S.C. 415, 423, 321 S.E.2d 46, 51 (1984) (holding one who undertakes a duty owes common law duty of due care); see also Wright v. PRG Real Estate Mgmt., Inc., 426 S.C. 202, 212–13, 826 S.E.2d 285, 290–91 (2019).

Op. No. 28291 (S.C. Sup. Ct. filed July 23, 2025) (Howard Adv. Sh. No. 27 at 21, 30-31). The Supreme Court's opinion was given in a case in which the sole harm was economic, not physical, and it relates to and supports the appellants' position that South Carolina law recognizes the voluntary undertaking of a tort duty in situations outside the limits of the Restatement of Torts.

Thank you for your attention in this matter. Of course, if you or your staff have any questions or concerns, please do not hesitate to contact me.

With kind regards, I am,

Very truly yours,  
**RADEKER LAW, P.A.**



Andrew S. Radeker

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**Jul 28 2025**

**SC Court of Appeals**

ASR/

cc: Daniel C. Plyler, Esq.  
Austin T. Reed, Esq.  
Rachel E. Lee, Esq.