RECEIVED
Nov 25 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

R. Ferrell Cothran, Jr., Circuit Court Judge

Case No. 2019-CP-40-06624
Appellate Case No. 2025-000724

Abigail Rogers .... Appellant,

v.

Benedict College, Roslyn, Clark Artis, Janeen Witty,
and Charles Johnson, ... Respondents.

FINAL REPLY BRIEF OF APPELLANT

J. Paul Porter, Esquire (#100723)
Harper L. Hutson, Esquire (#106343)
Chance T. Sturup, Esquire (#105647)
Cromer Babb & Porter, LLC
1418 Laurel Street, Suite A
Post Office Box 11675
Columbia, South Carolina 29211
Phone: 803-799-9530
Fax: 803-799-9533
paul@cromerbabb.com
harper@cromerbabb.com
chance@cromerbabb.com

Attorneys for Appellant

TABLE OF CONTENTS

TABLE OF CONTENTS II
TABLE OF AUTHORITIES III
ARGUMENT 1

I. RESPONDENTS' SELF-SERVING STATEMENT OF THE FACTS UNDERMINES THEIR ARGUMENT THAT SUMMARY JUDGMENT WAS APPROPRIATE. 1

II. SUMMARY JUDGMENT IS INAPPROPRIATE AS TO PROFESSOR ROGERS' FACULTY MANUAL BREACH OF CONTRACT CLAIM. 5

A. The Faculty Manual Is Ambiguous. 5

B. The Existence of a Breach is a Jury Issue. 6

III. SUMMARY JUDGMENT IS INAPPROPRIATE AS TO PROFESSOR ROGERS' ANNUAL CONTRACT BREACH CLAIM. 9

IV. SUMMARY JUDGMENT IS INAPPROPRIATE AS TO PROFESSOR ROGERS' TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS CLAIM. 9

V. SUMMARY JUDGMENT IS INAPPROPRIATE WITH RESPECT TO PROFESSOR ROGERS' CIVIL CONSPIRACY CLAIM. 10

CONCLUSION 12

TABLE OF AUTHORITIES

Cases

Ballinger v. N.C. Agr. Extension Serv., 815 F.2d 1001 (4th Cir. 1987) 1
Berry v. Goodyear Tire & Rubber Co., 270 S.C. 489, 242 S.E.2d 551 (1978) 9
Café Assocs., Ltd v. Gerngross, 305 S.C. 6, 406 S.E.2d 162 (1991)... 6
Crenshaw v. Erskine Coll., 432 S.C. 1, 850 S.E.2d 1 (2020) 8
Eagle Construction Co. v. Richland Construction Co., Inc., 264 S.C. 71, 212 S.E.2d 580 (1975)). 1
Matsell v. Crowfield Plantation Cmty. Servs. Ass'n, 393 S.C. 65, 710 S.E.2d 90 (Ct. App. 2011)6
Paradis v. Charleston Cnty Sch. Dist., 433 S.C. 562, 861 S.E.2d 774 (2021). 10, 11
See Dutch Fork Dev. Group II, LLC v. Sel Props., LLC, 406 S.C. 596, 753 S.E.2d 840 (2012) . 10
Todd v. South Carolina Farm Bureau Mutual Insurance Co., 276 S.C. 284, 278 S.E.2d 607 (1981 11
Wallace v. Day, 390 S.C. 69, 700 S.E.2d 446 (Ct. App. 2010) 6
Young v. McKelvey, 286 S.C. 119, 333 S.E.2d 566 (1985) 1

<u>ARGUMENT</u>

I. RESPONDENTS' SELF-SERVING STATEMENT OF THE FACTS UNDERMINES THEIR ARGUMENT THAT SUMMARY JUDGMENT WAS APPROPRIATE.

Respondents, at various points in their statement of the facts, frame the facts argumentatively in a way that undermines their primary assertion that summary judgment was properly granted. That Respondents' brief includes a selective and argumentative statement of the facts illustrates why there are jury questions in this case. *See Young v. McKelvey*, 286 S.C. 119, 333 S.E.2d 566 (1985) (*citing*, *Eagle Construction Co. v. Richland Construction Co., Inc.*, 264 S.C. 71, 212 S.E.2d 580 (1975)) ("It is the duty of the court, on a motion for summary judgment, to determine whether there are genuine issues of fact to be tried, and if there are, the judge must leave those issues for determination by the jury.").

An illustrative example lies on page 4 where Respondents cast irrelevant aspersions at Professor Rogers: "[t]he reasons for Appellant's removal as a Judge are remarkably similar to those causing her dismissal from Benedict College . . ." (Resp. Brief, p. 4, n. 1.) The problem with this framing at the summary judgment stage is that determining the motive and intent behind Professor Rogers' termination is a factual question reserved for the jury. *See, e.g., Ballinger v. N.C. Agr. Extension Serv.*, 815 F.2d 1001, 1005 (4th Cir. 1987). ("[S]ince 'summary judgment is seldom appropriate in cases wherein particular states of mind are decisive as elements of [a] claim or defense,' courts must take special care in cases such as the instant one because motive often is the critical issue in employment discrimination cases."). By resorting to argumentative assertions about Professor Rogers and why she was terminated, Respondents undermine their argument that summary judgment is appropriate; because they cannot rely on undisputed facts to support her discharge but instead resort to arguments better left to a jury.

More broadly, Respondents' focus in their fact section on Professor Rogers' history of student complaints also undermines their argument that summary judgment was appropriate in this case. (Resp. Brief, pp. 4-5). Respondents characterize Professor Rogers as unreasonably strict and perhaps abusive to her students; however, according to Respondents' own brief, Professor Rogers had been the subject of student complaints dating as far back as 1998. (Resp. Brief, pp. 4-5). Yet, despite receiving student complaints for nearly two decades, Professor Rogers was granted tenure in 2012 and continued to receive annual contracts thereafter—including her 2019–2020 contract—demonstrating that the College consistently renewed her employment with full awareness of her teaching style and reputation among students. Despite this history, Professor Rogers received a new annual contract on August 7, 2019, five weeks before she was terminated. (R. pp. 575-576). A reasonable jury may conclude that Respondents understood Professor Rogers was prone to receiving student complaints when they issued her a new contract on August 7, 2019; such that, the College's reliance on hearsay accounts about past instances of alleged classroom misconduct to justify Professor Rogers' termination seems insincere and contrived. Put simply, a jury might well conclude that the College's insistence that Professor Rogers was terminated because of her classroom behavior is insincere because she had a long, preexisting record of being subject to complaints about her classroom demeanor, predating her most recent contract and her receipt of tenure in 2012. This is an inference of pretext – which is an issue that should be sorted out by a jury at trial rather than a judge at summary judgment.

Respondents' approach to Professor Rogers' performance history is also selective. Respondents omit that Professor Rogers had positive and improving evaluations leading up to her termination and overlook the positive implications of the fact that she had successfully completed a performance-improvement plan the prior school year. (Resp. Brief, pp. 5-7.) Respondents'

selective approach to the facts (disregarding those facts that hurt their cause) further indicates that this case turns on fact issues.

On the issue of Professor Rogers' termination, necessary context is omitted or overlooked. Respondents fail to acknowledge the negative view a jury might interpret of the chain of events when Professor Rogers' Dean, Richard Miller, was directed to investigate Professor Rogers in 2019:

- First, on September 6, 2019, Dr. Miller recommended only that "Ms. Rogers be removed from her classroom teaching responsibilities and [be] given non-teaching duties as determined by her department chair." (Resp. Brief, p. 8) (*citing*, R. pp. 302-304).

- Next, Respondents Witty and Artis directed Dr. Miller to broaden his assessment to consider Professor Rogers "entire file" to include matters prior to that school year/contract to make his "final" recommendation. (Resp. Brief, p. 8) (*citing*, R. p. 430, lines 13-21).

- Then, on September 16, 2019, Dr. Miller issued a final recommendation, following a review of Professor Rogers "entire file" that still stopped short of recommending termination. (Resp. Brief, pp. 8-9) (*citing*, R. pp. 305-308).

- After that, the College pivoted to a different rationale for terminating Professor Rogers, her interactions with Student Body President Jordan Rice-Woodruff. (Resp. Brief, p. 9).

A reasonable jury considering this timeline could conclude that, dissatisfied with Dr. Miller's initial recommendation against termination, Respondents directed him to expand the scope of his review, and when his conclusions still did not support termination, they manufactured a new *casus belli* to justify their decision.

Additionally, Respondents' presentation of the facts surrounding Jordan Rice-Woodruff's statement omits necessary context that is unfavorable to Benedict College. (Resp. Brief, pp. 10-11). Including that,

- Respondent Artis had previously cursed at Rice-Woodruff at a pep rally and told him not "to speak to her about [the removal of board seats] because [] she knew [he] was . . . 'trying to f****g sue [her].'" (R. pp. 596-598, ¶ 5).

- Rice-Woodruff was encouraged to go to the College's Human Resources office by the College's Dean of Student Affairs where he was then asked to write statements about his interactions with Professor Rogers. This indicates that Rice-Woodruff did not set out to make a complaint about Professor Rogers as is implied by Respondents on brief. (Resp. Brief, p. 10) (*Compare* R. pp. 596-598, ¶¶ 3, 6).

- That immediately upon the completion of his statements, Respondent Artis told Rice-Woodruff that Professor Rogers "was using [him] as a pawn to get her seat back on the board," directed campus security officers to remove Professor Rogers from campus, and said Professor Rogers was "terminated." (R. pp. 596-598, ¶¶ 10-11).

A reasonable jury could conclude that the past confrontation between Rice-Woodruff and Respondent Artis (which was entirely overlooked by Respondents' brief), the College's framing of how Jordan Rice-Woodruff's statement came about, and Respondent Artis' immediate reaction to terminate Professor Rogers after his statement was received indicates that the excuse for terminating Professor Rogers is a mere pretext. A reasonable jury could conclude that the real reason for Professor Rogers' termination was her opposition to the removal of the Faculty Member seat on the Board of Trustees and her previous challenge to ineffective/improper attempts to remove that seat by the Board in advance of the Board Meeting set to occur on September 18, 2019, which Professor Rogers was ultimately prevented from attending as a result of her termination.

Other disregarded or overlooked facts in Respondents' brief include:

- Respondent Artis' failure to notify Professor Rogers of her decision on Professor Rogers's tenure revocation appeal was an express violation of the Faculty Manual §6.2.6. (Resp. Brief, p. 12) (*Compare*, R. pp. 624-705) ("The President will review the recommendation of the Appeals Committee and make the final decision concerning whether to uphold, vacate, or modify, the recommendation of the Appeals Committee. The President will then notify all parties of the final decision."), and,

- Professor Rogers was prevented from being represented by counsel or cross-examining witnesses at her tenure revocation hearing. (Resp. Brief, p. 12) (Stating that Professor Rogers was permitted to have counsel present but leaving out that counsel was not permitted act to on her behalf at the hearing.).

The selective nature of Respondents' factual presentation, especially at the summary judgment stage, demonstrates that genuine issues of material fact remain and that summary judgment was therefore improperly granted.

II. SUMMARY JUDGMENT IS INAPPROPRIATE AS TO PROFESSOR ROGERS' FACULTY MANUAL BREACH OF CONTRACT CLAIM BECAUSE THE MANUAL'S PROVISIONS ARE AMBIGUOUS AND THE EXISTENCE OF A BREACH PRESENTS GENUINE ISSUES OF FACT.

Summary judgment is inappropriate as to Professor Rogers' first breach of contract claim because, as discussed in section I above, there are issues of fact as to motive, intent, and pretext in this case.

A. The Faculty Manual is ambiguous.

Additionally, summary judgment is improper because the contract provisions at issue in this case are ambiguous and must be construed by a jury.

Section 6.2.6 of the Faculty Manual is ambiguous in that it does not clearly define "hearing" or set forth the procedures for a tenure revocation proceeding. (§ 6.2.6) (R. p. 664). Given the term's ordinary meaning, one would expect that Professor Rogers would have been permitted to have counsel represent her and that she would have been able to cross-examine the witnesses against her. Indeed, those are the exact procedures afforded in situations involving lower-level grievances. (*See* § 7.2) (R. pp. 668-669). That basic level of process was denied to Professor Rogers.

Section 6.2.5 of the Faculty Manual is ambiguous for similar reasons. This section provides that the College may convene an ad hoc faculty hearing committee to make a recommendation as

to whether to terminate a tenured faculty member. The Faculty Manual says that the "hearing committee will conduct a fair and impartial hearing of all the evidence and make a recommendation to the Vice President for Academic Affairs." The Faculty Manual contains no provision authorizing a full evidentiary hearing to proceed ex parte; nonetheless, that is exactly how the hearing was conducted. If Respondents intended the hearing procedures set forth in § 6.2.5 of the Faculty Manual to be *ex parte*, then they should have clearly stated this in the Faculty Manual.

These ambiguities in the Faculty Manual warrant jury, not court, determination. *See Crenshaw v. Erskine Coll*., 432 S.C. 1, 26, 850 S.E.2d 1, 14 (2020) (quoting *Café Assocs., Ltd v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991)) ("Written contracts are to be construed by the Court unless the 'contract is ambiguous.'"). Where parts of a contract are ambiguous, it is up to the jury to determine what the proper interpretation of those provisions is. *See Matsell v. Crowfield Plantation Cmty. Servs. Ass'n*, 393 S.C. 65, 71, 710 S.E.2d 90, 93 (Ct. App. 2011) (quoting *Wallace v. Day*, 390 S.C. 69, 700 S.E.2d 446 (Ct. App. 2010) ("Summary judgment is improper when there is an issue as to the construction of a written contract and the contract is ambiguous because the intent of the parties cannot be gathered from the four corners of the instrument.")).

B. The existence of a breach is a jury issue.

Similarly, it is up to the jury to determine whether those ambiguous contract provisions and other relevant contract provisions, within the Faculty Manual, were breached.

Many of the arguments that Respondents advance in support of Professor Rogers termination turn on motive and intent and are thus an improper basis for summary judgment. For example, Respondents include deposition testimony from Respondent Artis to support their

contention that Professor Rogers' interactions with Jordan Rice-Woodruff were both (a) the reason for Professor Rogers' termination and (b) were good cause for Professor Rogers' termination. (Resp. Brief, pp. 18-19). Respondent Artis repeatedly testified that she felt Professor Rogers interactions with Rice-Woodruff were "grossly inappropriate." (*Id., citing*, R. p. 464, lines 18-24). This seems disingenuous since Respondent Artis (a College President) had cursed Rice-Woodruff (Student Body President) weeks prior at a pep rally. (R. pp. 597, ¶ 5). This calls into question both the credibility of the College's ultimate decision maker and the legitimacy of the College's asserted reason for termination.

Next, Respondents offer Professor Rogers's purported "abuse of students" as an alternative cause for terminating her employment. (Resp. Brief, p. 20). The problem with this argument, however, is that Benedict College had been aware of this allegedly abusive behavior for years before Professor Rogers' termination, including at the time it conferred tenure upon her in 2012. The College cannot reasonably confer tenure on a professor with a known record of complaints about her harsh pedagogical approach and then a decade later assert that the same preexisting record of student complaints suddenly serves as a basis for revocation of tenure. This assertion for cause, based mostly on allegations that predated Professor Rogers' most recent annual contract, presents a question of fact for the jury, not a question of law for the Court.

In this case, the issue of the existence of adequate cause is a fact issue fit for jury determination. Here, again, motive and intent are at issue. The timing of Professor Rogers' discharge, shortly after she was offered a contract extension for the 2018-2019 academic year and immediately before she was set to defend her board seat against removal at a board meeting on September 18, 2019, provide a reasonable basis for a jury to conclude that she was terminated to prevent her from opposing the removal of the Faculty Board seat before the College's Board of

Trustees. (R. pp. 588-589); (R. pp. 620-623). This potential explanation is further supported by the vitriolic interaction Respondent Artis had with Jordan Rice-Woodruff only a few weeks prior the upcoming vote to remove board seats. (R. pp. 597, ¶ 5). In this context, Respondents' focus on motive and intent for Professor Rogers' termination throughout their brief ultimately undermines their argument that summary judgment is appropriate on this claim.

Aside from adequate cause, there are other ways in which Professor Roger's termination was a breach of the Faculty Manual. The College must concede that Respondent Artis did not notify Professor Rogers of her decision to uphold Rogers' termination, which she was expressly required to do in the Faculty Manual. (§ 6.2.6) (R. p. 664) ("The President will review the recommendation of the Appeals Committee and make the final decision concerning whether to uphold, vacate, or modify, the recommendation of the Appeals Committee. The President will then notify all parties of the final decision."). There is no evidence in the record that this happened. The College wants to have it both ways: it wants the Court to ignore obvious ambiguities in the contract that hurt the College, while also disregarding express provisions of the Faculty Manual that the College undoubtedly violated.

Similarly, § 4.2.1's protection of academic freedom gives rise to a jury issue as to whether reliance on complaints about Professor Rogers' teaching style can serve as a suitable basis for her termination. Especially, when her record of student complaints predated her receipt of tenure.

Professor Rogers' case falls expressly within the Court's decision in *Crenshaw v. Erskine College* that, in the case of a tenured professor, a Faculty Manual is an enforceable contract between professor and institution— nothing more and nothing less. *See Crenshaw v. Erskine Coll.*, 432 S.C. 1, 850 S.E.2d 1 (2020). Nothing more, meaning Professor Rogers cannot look outside of the Faculty Manual to bolster the significance of tenure based on extraneous material or precedent

involving other institutions. Nothing less, meaning Benedict College cannot shirk its responsibility to fulfill its obligations under the Faculty Manual, a binding contract. Professor Rogers' breach of contract claim with respect to the Faculty Manual directly asserts that express provisions of the Faculty Manual were violated with respect to her termination. This is precisely the sort of claim that *Crenshaw* recognizes. And here, where the record is conflicted, the issue of whether the Faculty Manual was breached should be resolved by a jury.

III. SUMMARY JUDGMENT IS INAPPROPRIATE AS TO PROFESSOR ROGERS' ANNUAL CONTRACT BREACH CLAIM BECAUSE THE EXISTENCE OF JUST CAUSE PRESENTS A GENUINE ISSUE OF FACT FOR THE JURY.

"Ordinarily, the question of whether there has been a good and sufficient cause for the discharge of an employee is a jury issue." *Berry v. Goodyear Tire & Rubber Co.*, 270 S.C. 489, 492, 242 S.E.2d 551, 553 (1978).

The College's argument regarding whether it could terminate Professor Rogers' annual contract early turns entirely on the existence of just cause. (Resp. Brief, p. 22). Here, for the same reasons described above with respect to the Faculty Manual, the existence of just cause in this case is a fact issue because the record gives rise to genuine questions as to (1) the legitimacy of the College's excuse for terminating Professor Rogers and (2) whether the asserted reason for termination was the actual reason for termination.

IV. SUMMARY JUDGMENT IS INAPPROPRIATE AS TO PROFESSOR ROGERS' TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS CLAIM BECAUSE GENUINE ISSUES OF FACT EXIST AS TO BOTH THE EXISTENCE OF A BREACH AND WHETHER RESPONDENTS ACTED OUTSIDE THE SCOPE OF THEIR EMPLOYMENT.

Respondents' reliance on the alleged absence of a breach is misplaced, as the record contains genuine disputes of fact on that very issue, precluding summary judgment on Professor Rogers' tortious interference with contract claim.

Next, Respondents mischaracterize the record in this case when they claim that Professor Rogers bases her claim as to outsider liability on "conclusory allegations." (Resp. Brief, p. 23). Professor Rogers has articulated sound reasons why a reasonable jury may find that Respondents Artis and Witty were acting in furtherance of personal motives to harm her. A reasonable jury could find that these Respondents acted outside the course and scope of their employment based on: (1) Respondent Artis' personal animus toward Rogers ((R. p. 586, lines 17-25 -p. 587, lines 1-4);(R. pp. 596-598, ¶¶ 5, 10-11)); (2) Witty's previous attempt to terminate Rogers (R. pp. 215-216); (3) the suspicious timing of Rogers' termination prior to the September 18, 2019 Board Meeting; and (4) the seemingly intentional disregard for several provisions in the Faculty Manual with respect to Professor Rogers' termination and appeal proceedings. *See Dutch Fork Dev. Group II, LLC v. Sel Props., LLC*, 406 S.C. 596, 605, 753 S.E.2d 840, 844 (2012) ("[A]n agent may be liable for tortious interference, just as if the agent were an outside third party, if the allegedly interfering acts were conducted outside the scope of the agent's authority.").

V. SUMMARY JUDGMENT IS INAPPROPRIATE WITH RESPECT TO PROFESSOR ROGERS' CIVIL CONSPIRACY CLAIM BECAUSE GENUINE ISSUES OF FACT EXIST AS TO THE INDIVIDUAL RESPONDENTS' PERSONAL MOTIVES AND THE UNLAWFUL ACTS UNDERLYING THE CONSPIRACY.

Professor Rogers Complaint expressly pleads civil conspiracy against Respondents Witty, Artis, and Johnson only, not the College. (R. pp. 65-88). Respondents' argument that Professor Rogers pled conspiracy against the College and that therefore intracorporate immunity bars her claim is a strawman argument. Professor Rogers pleads her claim against the individual respondents, and, as discussed with respect to the interference claim above, has proffered sufficient evidence upon which a jury may find those individuals were personally, rather than professionally motivated. *See Pridgen v. Ward*, 391 S.C. 238, 245, 705 S.E.2d 58, 62 (Ct. App. 2010). ("[T]he

evidence in the record creates more than one reasonable inference as to whether the [defendants] acted outside the scope of their employment.").

Next, Respondents misstate the holding of *Paradis v. Charleston Cnty. Sch. Dist*. (*See* Resp. Brief, p. 25); *See Paradis v. Charleston Cnty Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021). In *Paradis*, the Supreme Court restated the elements of civil conspiracy claims and acknowledged that 15A C.J.S. had been improperly used to create a pleading rule when later courts misconstrued the decision in *Todd v. South Carolina Farm Bureau Mutual Insurance Co*—the *"Todd Rule.*" *Paradis v. Charleston Cnty Sch. Dist.*, 433 S.C. 562, 569, 861 S.E.2d 774, 777 (2021); *See also Todd v. South Carolina Farm Bureau Mutual Insurance Co*., 276 S.C. 284, 278 S.E.2d 607 (1981). In *Paradis*, the Supreme Court overruled *Todd*, insomuch as it had been misapplied to turn a prohibition against double recovery into a pleading rule. The "additional acts" argument made by Respondents is based on the same overstatement of secondary authority that gave rise to the now-overruled *"Todd Rule.*" Although "additional acts" was not the part of the "*Todd Rule*" at issue in *Paradis*, the root misapplication of secondary authority from which the *Todd Rule* emerged was overruled by the Court in *Paradis*. Thus, Respondents' assertion that Professor Rogers must plead and prove "additional acts" in support of her conspiracy claim is based on bad law. *See Paradis v. Charleston Cnty Sch. Dist.*, 433 S.C. 562, 861 S.E.2d 774 (2021).

Respondents also claim that Professor Rogers has failed to present sufficient evidence to establish that there was an unlawful act underlying her conspiracy claim. This argument, too, fails, as the record supports that there was an unlawful or tortious act in the College's breach of the Faculty Manual and the individual respondents' actions to procure that breach. This is an acceptable basis for Professor Rogers' conspiracy claim.

Further, there is sufficient evidence in support of Professor Rogers' claim Respondents Witty, Artis, and Johnson conspired, based on personal motives, to bring about the breach of her contracts with the College unlawfully or by unlawful means. (*See, e.g.,* R. p. 586, lines 17-25-p.587, lines 1-4); (R. pp. 596-598, ¶¶ 5, 10-11).

Accordingly, summary judgment on Professor Rogers' civil conspiracy claim was improper and should be reversed.

CONCLUSION

Appellant Abigail Rogers respectfully asks this Honorable Court to reverse the Circuit Court's ruling on Summary Judgment and remand this case to proceed to trial on the merits.

Respectfully Submitted,

CROMER BABB & PORTER, LLC

BY: s/J. Paul Porter
J. Paul Porter (#100723)
Harper L. Hutson (#106343)
Chance T. Sturup (#105647)
Post Office Box 11675
Columbia, South Carolina 29211
Phone 803-799-9530
Fax:803-799-9533
paul@cromerbabb.com
harper@cromerbabb.com
chance@cromerbabb.com
Attorneys for Appellant

November 20, 2025
Columbia, South Carolina