

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF DORCHESTER ) FOR THE FIRST CIRCUIT

DEBORAH BOWLES, )  
 ) CASE NO: 2025-CP-18-00640  
Plaintiff, )

vs. )

CITY OF NORTH CHARLESTON, ) **ORDER GRANTING DEFENDANT CITY**  
IMC CHARLESTON, LLC, ) **OF NORTH CHARLESTON'S**  
and WESCOTT PLANTATION, ) **MEMORANDUM IN SUPPORT OF**  
 ) **MOTION TO DISMISS**

Defendants. )

**RECEIVED**

**Mar 27 2026**

**SC Court of Appeals**

This matter comes before the Court on Defendant City of North Charleston's Motion to Dismiss. This matter was heard on November 17, 2025. The parties provided memorandums to the Court, and the Court heard oral arguments. James Hartman, III, Esquire was present for Plaintiff and Lisa Reynolds, Esquire was present for Defendant City of North Charleston. For the reasons set forth below, Defendant's motion is granted.

**FACTS OF CASE**

This case involves injuries allegedly sustained by the Plaintiff as a result of a trip-and-fall that occurred on March 27, 2023, along the sidewalk at the intersection of Law Blvd. and Ayscough Rd., located in the Wescott Plantation neighborhood in Summerville, SC. The Plaintiff alleges that while she was on a walk, she tripped and fell on the sidewalk due to the uneven and unlevel conditions present.

On March 20, 2025, the Plaintiff initiated this lawsuit against Dorchester County Public Works, Dorchester County and Wescott Plantation. On June 5, 2025, Plaintiff filed a Consent Motion to Amend the Complaint to Add Parties and a Memorandum in Support of same. Plaintiff sought to add the City of North Charleston Public Works and IMC Charleston, LLC. (See Exhibit B.) Plaintiff's motion was granted on June 11, 2025. The Plaintiff did not file the Amended

Summons and Complaint at that time. On July 17, 2025, Plaintiff served Clerk of Council for the City of North Charleston with an unfiled Amended Summons and Amended Complaint, Consent Motion for Leave to Amend Complaint to Add Defendants City of North Charleston Public Works and IMC Charleston, LLC, Order to Add Parties City of North Charleston Public Works and IMC Charleston, LLC and Memorandum in Support of Motion for Leave to Amend Complaint to Add Defendant City of North Charleston Public Works and IMC Charleston, LLC. The unfiled Amended Summons and Amended Complaint named the City of North Charleston as a Defendant. City of North Charleston's filed their Motion to Dismiss on August 13, 2025. On November 13, 2025, Plaintiff filed the Amended Summons and Amended Complaint. On November 14, 2025, Plaintiff served Clerk of Council for the City of North Charleston with the Amended Summons and Amended Complaint.

**Insufficiency of Process and Insufficiency of Service of Process**

S.C. Code Ann. § 15-3-20 states: "Any civil action is commenced when the Summons and Complaint are filed with the Clerk of Court if actual service is accomplished within one hundred and twenty (120) days after filing." SCRCP 5(d) requires the Summons and Complaint to be filed before service upon a party. City of North Charleston is a governmental subdivision of the State of South Carolina and therefore the requirements for proper service of a Summons and Complaint is contained in S.C.R.C.P. 4(d)(6). S.C.R.C.P. 4(d)(6) requires that the Summons and Complaint shall be served together and "...by delivering a copy of the summons and complaint to the chief executive officer or clerk thereof, or by serving the summons and complaint in the manner prescribed by statute for the service of summons and complaint or any like process upon any such defendant."

In this matter the Amended Summons and Amended Complaint served upon the City of North Charleston on July 17, 2025, was not filed. The purported service of July 17, 2025, is ineffective as a filed copy of the Amended Summons and Amended Complaint naming the City of North Charleston as a Defendant in this matter was not served upon this Defendant.

### **Motion to Dismiss for Statute of Limitations**

The City of North Charleston is a governmental entity as defined by the SC Tort Claims Act, S.C. Code Ann. § 15-78-10, et seq. The South Carolina Tort Claims Act is the State's waiver of its right to Sovereign Immunity in the limited circumstances allowed by the Act. The Act states it is to be interpreted strictly and to limit the liability of the State Entities. The South Carolina Tort Claims Act provides a two-year statute of limitations period for actions against a governmental entity unless the Plaintiff files a verified claim within the first year following the alleged incident thereby extending the statute of limitations an additional year. In this matter, the Plaintiff did not file a verified claim and therefore, in accordance with S.C. Code Ann. § 15-78-110, Plaintiff had two (2) years, until March 27, 2025, in which to commence this action or it would forever be barred. S.C. Code Ann. § 15-3-20 states: "Any civil action is commenced when the Summons and Complaint are filed with the Clerk of Court if actual service is accomplished within one hundred and twenty (120) days after filing." The Plaintiff filed the Amended Summons and Amended Complaint on November 13, 2025, over 8 months after the statute of limitations had expired.

Plaintiff argued that pursuant to SCRCP 15(c) the Amended Summons and Amended Complaint against the City of North Charleston relates back to the filing of the original Summons and Complaint.

Rule 15(c), SCRCP states:

**“(c) Relation Back of Amendments.** Whenever the claim or defense asserted in the amended pleading arose out of the conduct, transaction or occurrence set forth or attempted

to be set forth in the original pleadings, the amendment relates back to the date of the original pleading.

An amendment changing the party against whom a claim is asserted relates back if the foregoing provision is satisfied and, **within the period provided by law for commencing the action** against him the party to be brought in by amendment (1) has received such notice of the institution of the action that he will not be prejudiced in maintaining his defense on the merits, and (2) knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against him.” (emphasis added.)

The Plaintiff argues that service of the unfiled Amended Summons and Amended Complaint on July 17, 2025, put the City of North Charleston on constructive notice of the suit as of that date therefore the court should dismiss the motion. Plaintiff relied upon the holding in *Hughes v Water World Water Slide, Inc.* 314 S.C. 211(1994), in which the Court stated that the Party that is added within the period provided by law for commencing the action, must have “received such notice of the institution of the action that he will not be prejudiced in maintaining his defense on the merits. Formal notice by service of process defeats the purpose of the rule, so informal notice of knowledge of the suit is sufficient.” Plaintiff argued that the service of the lawsuit on the City of North Charleston on July 17, 2025, constituted “informal notice of knowledge of the suit [which] is sufficient.” Plaintiff further argued that Defendant City of North Charleston was not prejudiced in maintaining their defense on the merits because they received notice upon physical service.

At issue was whether Defendant (1) had received such notice of the institution of the action that he will not be prejudiced in maintaining his defense on the merits, and (2) knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against them **within the statute of limitations**.

In this matter the statute of limitations expired as to this Defendant on March 27, 2025. The Plaintiff produced no evidence that the City of North Charleston received notice of the

institution of the action or that they knew or should have known that, but for a mistake concerning the identity of the proper party, the action would have been brought against them on or before March 27, 2025. The unfiled Amended Summons and unfiled Amended Complaint were served upon the City of North Charleston on July 17, 2025, almost 4 months after the statute of limitations expired.

Additionally, the Court granted the Plaintiff leave to amend her complaint to add the City of North Charleston Public Works, not the City of North Charleston. As such, the Plaintiff did not have leave to amend her complaint to name the City of North Charleston in this matter.

Therefore, Plaintiff failed to commence this action within the applicable statute of limitations and all claims as against the City of North Charleston are time barred.

**CONCLUSION**

Accordingly, upon consideration of City of North Charleston’s Motion to Dismiss, and the entire record herein, and after the argument of counsel on November 17, 2025, for the reasons set forth above, it is hereby **ORDERED** and **DECREED** as follows:

The Motion to Dismiss of City of North Charleston to dismiss this action as against them is **GRANTED** and City of North Charleston is hereby **DISMISSED**.

**IT IS ORDERED.**

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The Honorable Maite Murphy  
Circuit Court Judge – 1st Judicial Circuit

\_\_\_\_\_, 2026  
Summerville, South Carolina



Dorchester Common Pleas

**Case Caption:** Deborah Bowles VS City Of Summerville , defendant, et al

**Case Number:** 2025CP1800640

**Type:** Order/Dismissal

So Ordered

s/ Maite Murphy 2166