RECEIVED
Aug 05 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Case No. 2024-CP-45-00505

Teavis Young, ...Appellant,

v.

Williamsburg County, ...Appellee

RECORD ON APPEAL

/s/ Cezar E. McKnight
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: documents@cezarmcknight.com
ATTORNEY FOR APPELLANT

David A. Anderson, Esquire
Lindsey H. Birchmore, Esquire
Richardson, Plowden & Robinson, P.A.
Post Office Drawer 7788
Columbia, South Carolina 29202
danderson@richardsonplowden.com
lbirchmore@richarsonplowden.com
(803)771-4400
ATTORNEYS FOR APPELLEE

INDEX

INDEX

Appellant/Plaintiff's Summons & Complaint..... 1

Appellee/Defendant's Answer to Appellant/Plaintiff's Summons & Complaint

..... 11

Appellee/Defendant's Notice of Motion & Motion for Summary Judgment 17

Appellant/Plaintiff's Memorandum in Opposition to Appellee/Defendant's

Motion for Summary Judgment..... 20

Affidavit of Ruby McKnight..... 27

Affidavit of Counsel Pursuant to Rule 56(f) SCRCP..... 30

Appellee/Defendant's Memorandum in Support of Motion for Summary

Judgment..... 34

Order Granting Summary Judgment..... 71

Transcript of Record..... 78

APPELLANT/PLAINTIFF'S SUMMONS & COMPLAINT

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	
	)	Case No.:
Teavis Young,	)	
	)	
Plaintiff,	)	
	)	**SUMMONS**
v.	)	
	)	
Williamsburg County	)	
	)	
Defendant.	)	
	)	

TO THE DEFENDANTS, ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscriber, Law Office of Cezar E. McKnight, at its office 126 West Mill Street Kingstree, South Carolina 29556, P.O. Box 949, Kingstree, South Carolina 29556, within thirty (30) days after the service hereof, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for a judgment by default against you for the relief demanded in the Complaint.

SIGNED at Kingstree, South Carolina, this 4th day of December, 2024.

LAW OFFICES OF
CEZAR MCKNIGHT

/s/ Cezar E. McKnight
ATTORNEY FOR PLAINTIFF
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: cezar@cezarmcknight.com

/s/ Kimberly Hodge
ATTORNEY FOR PLAINTIFF
Post Office Box 8
Kingstree, South Carolina 29556
Telephone: (843)355-0453
Email: kimberly@hodgelawfirm.org

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	Case No.:
Teavis Young, Plaintiff, v. Williamsburg County, Defendant.	)	**COMPLAINT** (JURY TRIAL DEMANDED)

NOW COMES Plaintiff by and through counsel, allege as follows:

1. The Plaintiff is a citizen and resident of the State of South Carolina, County of Williamsburg.

2. Upon information and belief, the Defendant Williamsburg County is a political subdivision of the State of South Carolina, established, created and existing under by virtue of the laws of the State of South Carolina.

3. Upon information and belief, the Defendant Williamsburg County owns, operates and controls the Williamsburg County Economic Development Building, a facility where various services are provided primarily for the citizens of Williamsburg County.

4. The most substantial part of the alleged acts and omissions of the Defendants occurred in the County of Williamsburg, State of South Carolina.

5. Jurisdiction and venue are therefore proper in the Court of Common Pleas for the County of Williamsburg, State of South Carolina, pursuant to S.C. Code Ann §15-7-30 and §15-78-100 (Supp 2012).

FOR A FIRST CAUSE OF ACTION
(Premises Liability; Negligent and Reckless Conduct)

6. Plaintiff incorporates by reference all allegations of paragraphs 1 through 5.

7. On or about October 12, 2023, Plaintiff traveled to the Williamsburg County Economic Development Building located at 130 West Main Street, Kingstree, South Carolina for the purpose of paying her water bill.

8. That the Defendant was responsible for the maintenance and upkeep of the its facilities, particularly insuring that its facilities are free from tripping hazards.

9. That there was significant precipitation in the form of rain, thus creating a hazardous condition whereby persons could fall and be injured.

10. That the precipitation resulted in an unnatural accumulation of water that constituted a slipping hazard.

11. That the manner in which the entrance was arranged caused the Plaintiff to be distracted and thereby not being able to see unnatural accumulation of water.

12. That the Plaintiff slipped and fell on the unnatural accumulation of water

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

and was severely injured.

13. That the Defendant had no policy and procedures in place to inspect, detect and remedy hazardous conditions such as slips and falls.

14. That the Defendant did not regularly inspect its facility to ensure its safely, thereby allowing its conditions to deteriorate to the point it posed a danger to persons visiting and patronizing the Williamsburg County Economic Development Building.

15. That the Plaintiff was an invitee of the Defendant and her purpose for being on the property is directly connected with business dealings with the Defendant.

16. Defendant owed the general public invited to is premises, including the Plaintiff, nondelegable duties of reasonable care for their safety, including:

a. The duty to safely design, construct and maintain its premises free from unreasonable, foreseeable hazards that could pose a danger to its invitees and in accordance with industry standards and safety rules;

b. The duty to provide for their safety while on its premises, including keeping its premises in a reasonably safe condition and free from dangerous defects and conditions that could pose pedestrian hazards to its invitees;

c. The duty to make reasonable inspections of its premises, including its floors, and discover risks to its invitees and to warn of or eliminate foreseeable risks.

d. The duty to warn of latent or hidden dangers on premises, including dangerous and defective conditions on its premises, of which Defendant had knowledge or should have had knowledge upon reasonable inspections;

e. The duty to anticipate the harm to its invitees despite any obviousness of dangerous conditions that may have existed and to take precautions to

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

remove the potential danger and harm.

17. The Defendant by and through its agents and employees, negligently and recklessly breach the duties of due care owned by them to the Plaintiff in or more of the following ways:

a. By designing, constructing and/or maintaining its premises intended for public use, thereby creating unsafe and dangerous conditions;

b. By designing, constructing and/or maintaining areas intended for public use in such a way that resulted in foreseeable unsafe and dangerous conditions for the public, including the Plaintiff especially in the area where it was foreseeable that a person would congregate in;

c. in failing to design, construct, inspect and/or maintain its premises in such a way that an invitee would be restricted from encountering a hazard;

d. By designing, constructing and/or maintaining a premises intended for public use, in a dangerous condition without providing any warnings, and failing to provide any protection against unsafe conditions;

e. If the condition that caused Plaintiff to be injured is deemed to be an open and obvious defect, by failing to anticipate that an invitee such as the Plaintiff would nevertheless encounter the condition, or that she would likely by distracted;

f. By failing to have adequate procedures in place for periodic inspections and/or failing to properly inspect the premises so as to discover and remedy foreseeable dangers to invitees such as the hazard that resulted in the Plaintiff's injuries;

g. By failing to hire, employ, contract with, or otherwise adequately train or supervise persons knowledgeable in public safety or otherwise capable of evaluating the risks and hazards;

h. By maintaining the areas intended for public uses without providing reasonable periodic maintenance, repairs and inspections and thereby allowing the area to become dangerous to those members of the public who

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

foreseeably would use;

i. By designing, constructing and/or maintaining the area intended for public use violated applicable building codes and/or design, construction or maintenance standards generally accepted in the industries;

j. By designing the entrance of its facility at issue in this matter whereby unnatural accumulations of water would occur and pose a hazard to invitees and

k. By such other and further acts of negligent, reckless and willful conduct as will be shown by evidence produced at trial.

18. No conditions existed at the time of this incident which would have prevented the Defendant in the exercise of due caution, and in furtherance of its duty to provide safe premises for members of the public, from inspecting the conditions of the premises, making necessary corrections or replacements, and otherwise rendering the premises safe and fit for public use. Defendant's conduct demonstrated a complete absence of due care and such conduct and/or failure to act was negligent, grossly negligent and reckless and constituted a willful disregard for the safety of the intended and foreseeable invitee and users of the Defendant's premises including Plaintiff.

19. By reason of one or more of the negligent, reckless, careless and willful acts or omissions of the Defendant complained above, by and through its agents and employees who were at all times set forth acting within the course and scope of their agency relationship; or by reason of any agency and/or employment and/or contractual or other relationship, and as a direct and proximate result thereof, Plaintiff suffered a crushing fall and sustained injuries, including but not limited to, the following:

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

a. torn muscles

b. broken bones

c. embarrassment, humiliation and mental anguish

d. medical expenses

e. permanent injury

20. The Plaintiff is informed and believes that she is entitled to actual damages against the Defendant in an amount to be determined by a jury or other trier of fact in this matter.

WHEREFORE, the Plaintiff, having fully set out her causes of action, respectfully prays for a judgment against the Defendant, for actual damages, costs of this action, as determined by this Court, together with prejudgment interest on her special damages, post judgment interest as allowed by law and costs of this action, and for such other and further relief as this Court may deem just and proper.

(SIGNATURE PAGE FOLLOWS)

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

SIGNED at Kingstree, South Carolina, this 4th day of December, 2024.

LAW OFFICES OF
CEZAR MCKNIGHT

/s/ Cezar E. McKnight
ATTORNEY FOR PLAINTIFF
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: cezar@cezarmcknight.com

/s/ Kimberly Hodge
ATTORNEY FOR PLAINTIFF
Post Office Box 8
Kingstree, South Carolina 29556
Telephone: (843)355-0453
Email: kimberly@hodgelawfirm.org

ELECTRONICALLY FILED - 2024 Dec 05 9:50 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

APPELLEE/DEFENDANT'S ANSWER TO APPELLANT/PLAINTIFF'S SUMMONS & COMPLAINT

ELECTRONICALLY FILED - 2025 Feb 06 11:22 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	
		CIVIL ACTION NO. 2024-CP-45-00505
Teavis Young,	)	
	)	
Plaintiff,	)	
	)	**ANSWER**
v.	)	
	)	
Williamsburg County,	)	
	)	
Defendant.	)	
	)	

Defendant the Williamsburg County, by and through its undersigned counsel, answers Plaintiff's Complaint follows:

FOR A FIRST DEFENSE

1. Each allegation in Plaintiff's Complaint not hereinafter expressly admitted is denied.

2. Upon information and belief, Defendant admits Paragraph 1 of the Plaintiff's Complaint.

3. Defendant admits Paragraph 2 of the Plaintiff's Complaint.

4. Defendant admits Paragraph 3 of the Plaintiff's Complaint.

5. Upon information and belief, Defendant admits Paragraphs 4 and 5 of the Plaintiff's Complaint.

6. In response to Paragraph 6 of the Plaintiff's Complaint, Defendant re-alleges paragraphs 1 through 5 above as if set forth herein verbatim.

7. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraph 7 of the Plaintiff's Complaint and therefore denies same and demands strict proof thereof.

8. Defendant admits so much of Paragraph 8 of the Plaintiff's Complaint as alleges it was responsible for maintenance and upkeep of the building.

9. Defendant lacks sufficient information to form a belief as to the allegations contained in Paragraphs 9, 10, 11, and 12 of the Plaintiff's Complain and therefore denies same and demands strict proof thereof.

10. Defendant denies Paragraphs 13 and 14 of the Plaintiff's Complaint.

11. Paragraphs 15 and 16 of the Plaintiff's Complaint sets forth legal conclusions which require no response. To the extent a response is deemed required, Paragraphs 15 and 16 are denied.

12. Defendant denies Paragraphs 17, 18, and 19 of the Plaintiff's Complaint.

13. Paragraph 20 of the Plaintiff's Complaint sets forth legal conclusions which require no response. To the extent a response is deemed required, Paragraph 20 is denied.

14. Defendant denies Plaintiff's prayer for relief contained in the WHEREFORE paragraph of Plaintiff's Complaint.

FOR A SECOND DEFENSE

15. The allegations in Plaintiff's Complaint fail to state facts sufficient to constitute any cause of action or any claim upon which relief may be granted against Defendant so as to bar the Plaintiff from recovery pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

16. Plaintiff cannot establish the elements of the claims she has attempted to state, and she is therefore barred from recovery.

LECTRONICALLY FILED - 2025 Feb 06 11:22 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2025 Feb 06 11:22 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

FOR A FOURTH DEFENSE

17. Defendant alleges Plaintiff's Complaint is barred by the South Carolina Tort Claims Act, including but not limited to, S.C. Code Ann. § 15-78-60 (1), (2), (3), (4), (5), (7), (13), (15),(16), (17) and (20).

FOR A FIFTH DEFENSE

18. Plaintiff cannot show any alleged injury was caused by any voluntary undertaking by Defendant, therefore, her claim must be dismissed.

FOR A SIXTH DEFENSE

19. Plaintiff cannot demonstrate she has suffered any damages related to any of her causes action, or that she has properly mitigated any of the damages.

FOR A SEVENTH DEFENSE

20. Defendant alleges any injury and damage, if any, was proximately caused by the intervening and superseding acts of the negligence, willfulness and gross negligence of other parties and/or non-parties other than Defendant.

FOR AN EIGHTH DEFENSE

21. Defendant alleges, without admitting the same, it had no prior knowledge of any adverse or defective conditions with regard to the sidewalk area where Plaintiff allegedly fell.

FOR A NINTH DEFENSE

22. Defendant alleges, pursuant to S.C. Code Ann. § 15-78-100(c), any damages allegedly caused by Defendant, which is specifically denied, must be apportioned between Defendant and other tortfeasors.

ELECTRONICALLY FILED - 2025 Feb 06 11:22 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

FOR A TENTH DEFENSE

23. Defendant alleges, pursuant to S.C. Code Ann. § 15-78-120(a), it is entitled to the statutory caps on damages as set forth therein.

FOR AN ELEVENTH DEFENSE

24. Defendant alleges it is entitled to immunity from any and all claims for punitive damages based upon the common law of the State of South Carolina and the terms, conditions, and limitations of the South Carolina Tort Claims Act; public policy; and the South Carolina and United States Constitutions. Therefore, any claim for punitive damages against Defendant must be stricken from the Complaint.

FOR A TWELFTH DEFENSE

25. Defendant alleges Plaintiff's claims are barred by the doctrines of waiver, estoppel, ratification, consent, acquiescence, unclean hands, and/or laches.

FOR A THIRTEENTH DEFENSE

26. Defendant alleges any injuries or damages allegedly suffered by Plaintiff, without admitting the same to be true, were due to and caused entirely by the negligence of Plaintiff or Plaintiff's own negligence is greater than Defendant's negligence, and as such is an absolute bar to Plaintiff's recovery. Further, Defendant alleges if Plaintiff's own negligence was less than Defendant's negligence, such negligence should be compared to that of Defendant, so as to apportion fault as to each party.

FOR A FOURTEENTH DEFENSE

27. Defendant alleges the injuries and damages, if any, sustained by Plaintiff were due to, caused by, and a direct and proximate result of Plaintiff's own negligence, carelessness, recklessness, willfulness, and wantonness. Further, Defendant would allege that Plaintiff was

negligent in failing to use the degree of care and caution that a reasonable and prudent person would have under the circumstances, then and there prevailing, in order to ensure safety; all of which was the direct and proximate cause of damages and injuries she allegedly suffered.

FOR A FIFTEENTH DEFENSE

28. Defendant alleges the Public Duty Rule bars recovery in this litigation.

FOR A SIXTEENTH DEFENSE

29. Defendant asserts the defense of sovereign immunity as a bar, in whole or in part, to Plaintiff's claims.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant Williamsburg County demands the same be dismissed with prejudice; that Defendant be awarded costs and attorneys' fees pursuant to applicable state and federal statutory provisions and case law; and such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ David A. Anderson

David A. Anderson, S.C. Bar No. 11550
RICHARDSON, PLOWDEN & ROBINSON, P.A.
1900 Barnwell Street
Post Office Drawer 7788
Columbia, South Carolina 29202
(803) 771-4400
danderson@richardsonplowden.com
ATTORNEYS FOR THE WILLIAMSBURG COUNTY

February 6, 2025
Columbia, South Carolina

ELECTRONICALLY FILED - 2025 Feb 06 11:22 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

APPELLEE/DEFENDANT'S NOTICE OF MOTION & MOTION FOR SUMMARY JUDGMENT

ELECTRONICALLY FILED - 2026 Feb 11 12:49 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	C/A NO. 2024-CP-45-00505
Teavis Young,	)	
	)	
Plaintiff,	)	
	)	**NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT**
vs.	)	
	)	
Williamsburg County,	)	
	)	
Defendant.	)	
	)	

TO: PLAINTIFF ABOVE-NAMED AND HER ATTORNEYS, CEZAR E. MCKNIGHT, ESQUIRE, AND KIMBERLY HODGE, ESQUIRE:

YOU WILL PLEASE TAKE NOTICE, that Defendant Williamsburg County, by and through its undersigned attorney, will move before this Honorable Court upon ten (10) days' notice or as soon thereafter as possible for an Order dismissing Plaintiff's Complaint pursuant Rule 56 of the South Carolina Rules of Civil Procedure. The Defendant hereby submits this Motion on the basis that Defendant does not own, control, or maintain the premises where the alleged incident occurred, that Plaintiff has failed to produce evidence establishing any negligent act or omission by Williamsburg County or its employees, and that Williamsburg County is entitled to immunity under the South Carolina Tort Claims Act as a matter of law.

This action arises out of an alleged incident occurring at the Williamsburg County Economic Development Building ("Development Building"), located at 130 West Main Street, Kingstree, South Carolina. Plaintiff claims she slipped due to wet conditions at the entrance caused by rainfall (Complaint ¶ 9).

Defendant seeks summary judgment on the grounds that Plaintiff incorrectly alleges that Defendant Williamsburg County owns the Development Building and is responsible for any alleged

hazardous condition at the entrance to the building. Plaintiff has offered no factual evidence to establish that Williamsburg County owns, controls, manages, or maintains the Development Building or the area where the alleged incident occurred.

Further, Plaintiff has failed to offer factual evidence of any affirmative negligent act by any employee of Williamsburg County. Accordingly, the statutory exception provided by § 15-78-60(8) 1 is directly applicable, granting immunity to Williamsburg County from Plaintiff's negligence claim.

This Motion is based upon the pleadings, any discovery which has been conducted in this case, the applicable statutory and case law, and South Carolina Rules of Civil Procedure. A Memorandum of Law, affidavits, and exhibits will be submitted in support of the motion.

Respectfully Submitted,

RICHARDSON PLOWDEN & ROBINSON, PA

s/ David A. Anderson
David A. Anderson, SC Bar #11550
Lindsey H. Birchmore, SC Bar #106865
P.O. Drawer 7788
Columbia, SC 29202
(803)771-4400
danderson@richardsonplowden.com
lbirchmore@richardsonplowden.com
ATTORNEYS FOR WILLIAMSBURG COUNTY

February 11, 2026
Columbia, South Carolina

1 Section 15-78-60(8) of the Tort Claims Act provides "[a] governmental entity is not liable for a loss resulting from:

> (8) snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions unless the snow or ice thereon is affirmatively caused by a negligent act of the employee (emphasis added)."

ELECTRONICALLY FILED - 2026 Feb 11 12:49 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

APPELLANT/PLAINTIFF'S MEMORANDUM IN OPPOSITION TO APPELLEE/DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	Case No.: 2024-CP-45-00505
Teavis Young, Plaintiff, v. Williamsburg County, Defendant.	)	**PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

COMES NOW THE PLAINTIFF, by and through undersigned counsel, respectfully submits this Memorandum in Opposition to Defendant Williamsburg County's Motion for Summary Judgment pursuant to Rule 56, SCRCP. Defendant's Motion is procedurally premature, improperly shifts the Rule 56 burden, and ignores multiple genuine issues of material fact that preclude summary judgment as a matter of law.

INTRODUCTION

Defendant seeks summary judgment while simultaneously failing to respond to Plaintiff's outstanding discovery requests that go directly to the core issues raised in its Motion—namely ownership, control, maintenance, inspection, and statutory immunity. Rule 56 of the South Carolina Rules of Civil Procedure does not permit a party to obtain judgment as a matter of law by withholding evidence uniquely within its possession. For

this reason alone, Defendant's Motion must be denied or continued pursuant to Rule 56(f), SCRCP.

Moreover, even setting aside the procedural defect, Defendant has failed to meet its heavy burden of demonstrating the absence of any genuine issue of material fact. The evidence and reasonable inferences, viewed in the light most favorable to Plaintiff, establish disputed issues concerning Defendant's control and maintenance of the premises, the existence of an unnatural accumulation of water, Defendant's failure to inspect or maintain the entrance, and the applicability of immunity under the South Carolina Tort Claims Act.

STANDARD OF REVIEW

Summary judgment is a drastic remedy that should be granted only when it is clear that no genuine issue of material fact exists and the moving party is entitled to judgment as a matter of law. All evidence and reasonable inferences must be viewed in the light most favorable to the non-moving party. The burden rests squarely on the moving party, and summary judgment is inappropriate where further inquiry into the facts is desirable or where discovery has not been completed. Furthermore, summary judgment is proper when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Williams v. Jeffcoat, Op. No. 28112 (S.C. Sup. Ct. September 18, 2024).

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ARGUMENT

I. DEFENDANT'S MOTION IS PREMATURE AND BARRED BY RULE 56(f), SCRCP

Defendant filed its Motion for Summary Judgment before responding to Plaintiff's duly served Interrogatories and Requests for Production. Those discovery requests seek information and documents exclusively within Defendant's possession, including ownership and control of the premises, maintenance and inspection policies, prior incidents, and design or drainage features of the entrance where Plaintiff fell.

Rule 56(f) allows for a court to deny a Motion for Summary Judgment so that discovery may be completed. Plaintiff has submitted a supporting Affidavit pursuant to Rule 56(f), South Carolina Rules Civil Procedure, establishing that she cannot present facts essential to justify her opposition because Defendant has failed to respond to discovery. South Carolina courts routinely deny or continue summary judgment under these circumstances. Defendant cannot refuse to produce discovery and then argue that Plaintiff lacks evidence. "Summary judgment much not be granted until the opposing party has had a full and fair opportunity to complete discovery." Baughman v. AT & T 306 S.C. at page 112.

Accordingly, Defendant's Motion should be denied or continued until discovery is completed.

II. GENUINE ISSUES OF MATERIAL FACT EXIST REGARDING OWNERSHIP, CONTROL, AND MAINTENANCE OF THE PREMISES

Defendant argues that it does not own, control, or maintain the Williamsburg County Economic Development Building. Ownership, however, is not the sole basis for premises liability under South Carolina law. Liability may arise from control, maintenance, or responsibility for the premises.

The building at issue is identified as a Williamsburg County facility, houses county services, and was being used by Plaintiff to conduct county business at the time of her fall. Whether Defendant exercised control or maintenance responsibilities over the premises is a factual issue that cannot be resolved on summary judgment—particularly in the absence of discovery responses addressing those issues.

III. GENUINE ISSUES OF MATERIAL FACT EXIST REGARDING NEGLIGENCE AND UNNATURAL ACCUMULATION

Defendant contends that Plaintiff's fall resulted solely from a natural weather condition. Plaintiff, however, has alleged and will present evidence that the water accumulation at the entrance was unnatural due to the design, configuration, and maintenance of the entrance area, as well as Defendant's failure to inspect and remedy hazardous conditions.

Whether an accumulation of water is natural or unnatural, whether the entrance design contributed to the hazard, and whether Defendant exercised reasonable care are classic questions of fact for a jury. These issues cannot be resolved as a matter of law at the summary judgment stage.

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

IV. STATUTORY IMMUNITY UNDER THE TORT CLAIMS ACT IS NOT ESTABLISHED AS A MATTER OF LAW

Defendant's reliance on S.C. Code Ann. § 15-78-60(8) is misplaced. Immunity under that provision does not apply where a hazardous condition is affirmatively caused or exacerbated by negligent acts or omissions, including negligent design, inspection, or maintenance.

Plaintiff has alleged such affirmative negligence, and discovery is necessary to determine whether Defendant's acts or omissions contributed to the hazardous condition. The applicability of statutory immunity therefore presents disputed factual issues that preclude summary judgment.

V. ISSUES OF NOTICE, REASONABLENESS, AND FORESEEABILITY ARE FOR THE JURY

Whether Defendant had actual or constructive notice of the hazardous condition, whether its inspection procedures were reasonable, and whether the harm to Plaintiff was foreseeable are all questions for the jury. South Carolina courts consistently hold that such issues are ill-suited for summary judgment, particularly in premises liability cases.

CONCLUSION

Defendant has failed to meet its burden under Rule 56, SCRCP. Its Motion is premature due to outstanding discovery, improperly shifts the burden to Plaintiff, and ignores multiple genuine issues of material fact. For these reasons, Plaintiff respectfully requests

that this Court deny Defendant's Motion for Summary Judgment or, in the alternative, continue the Motion pursuant to Rule 56(d), SCRCP, until discovery is completed.

SIGNED at Kingstree, South Carolina, this 13th day of February, 2026.

LAW OFFICES OF
CEZAR MCKNIGHT

/s/ Cezar E. McKnight
ATTORNEY FOR PLAINTIFF
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: cezar@cezarmcknight.com

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

AFFIDAVIT OF RUBY MCKNIGHT

ELECTRONICALLY FILED - 2026 Mar 10 3:42 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	Case No.: 2024-CP-45-00505
Teavis Young,	)	
Plaintiff,	)	
v.	)	**AFFIDAVIT OF RUBY MCKNIGHT**
Williamsburg County,	)	
Defendant.	)	

I, Ruby McKnight, being duly sworn, depose and say as follows:

1. I am Ruby McKnight and I am a lifelong resident of Williamsburg County.

2. I worked in the maintenance department for Williamsburg County government from 1992 until my retirement in 2020.

3. I was responsible for cleaning various buildings belonging to and maintained by Williamsburg County, including but not limited to the Williamsburg County Economic Development Building located at 130 West Main Street, Kingstree South Carolina.

4. I cleaned the entire building located at 130 West Main Street, Kingstree, South Carolina at least weekly at the direction of my supervisors in the Williamsburg

County Maintenance Department, including incidents when rain accumulated on the floors of the building. We responsible for cleaning up those sorts of hazards.

5. I performed these duties from the time Williamsburg County Government first occupied that building until my retirement in 2020.

5. I did this work in the normal course of my employment by the Williamsburg County Government.

FURTHER AFFIANT SAYETH NAUGHT.

Ruby McKnight

RUBY MCKNIGHT

SWORN AND SUBSCRIBED before me this 10 day of March, 2026.

Notary Public for South Carolina
My Commission Expires: 11/4/2030

CEZAR MCKNIGHT
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-04-30

ELECTRONICALLY FILED - 2026 Mar 10 3:42 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

AFFIDAVIT OF COUNSEL PURUSUANT TO RULE 56(F) SCRCP

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR THE THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	Case No.: 2024-CP-45-00505
Teavis Young, Plaintiff, v. Williamsburg County, Defendant.	)	**AFFIDAVIT OF COUNSEL PURSUANT TO RULE 56(f) SOUTH CAROLINA RULES OF CIVIL PROCEDURE**

I, Cezar E. McKnight, being duly sworn, depose and say as follows:

1. I am an attorney licensed to practice law in the State of South Carolina and am counsel of record for the Plaintiff, Teavis Young, in the above-captioned action. I have personal knowledge of the procedural posture of this case and am competent to testify to the matters stated herein.

2. Defendant Williamsburg County has filed a Motion for Summary Judgment pursuant to Rule 56, South Carolina Rules of Civil Procedure, asserting, among other things, that it does not own, control, or maintain the premises where Plaintiff's injuries occurred, that Plaintiff has failed to produce evidence of negligence, and that Defendant is entitled to immunity under the South Carolina Tort Claims Act.

3. Prior to the filing of Defendant's Motion for Summary Judgment, Plaintiff timely served her First Set of Interrogatories and Requests for Production of Documents upon Defendant Williamsburg County on or about December 4, 2024.

4. Plaintiff's discovery requests seek information and documents that are directly relevant and material to the issues raised in Defendant's Motion for Summary Judgment, including but not limited to:

a. The ownership, control, management, and maintenance of the Williamsburg County Economic Development Building;

b. The identity of the departments, employees, agents, or contractors responsible for inspecting, maintaining, and remedying hazardous conditions at the premises;

c. Policies, procedures, inspection logs, maintenance records, and investigative materials relating to the premises and the incident made the subject of this action;

d. Photographs, statements, reports, or other documents generated as a result of the incident;

e. Any prior incidents, complaints, or investigations involving water accumulation or slip-and-fall hazards at or near the entrance where Plaintiff was injured.

5. As of the date of this Affidavit, Defendant Williamsburg County has not served any responses or objections to Plaintiff's Interrogatories or Requests for Production of Documents.

6. The facts and documents sought by Plaintiff are exclusively within the possession, custody, and control of Defendant Williamsburg County and cannot be obtained by Plaintiff through any means other than discovery.

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

7. Because Defendant has failed to respond to Plaintiff's outstanding discovery, Plaintiff is presently unable to obtain or present facts essential to justify her opposition to Defendant's Motion for Summary Judgment, including facts necessary to rebut Defendant's assertions regarding lack of ownership or control, absence of negligent acts or omissions, and the applicability of statutory immunity under the South Carolina Tort Claims Act.

8 Plaintiff's request for additional time to complete discovery is not made for purposes of delay. Plaintiff has been diligent in pursuing discovery, and the inability to present facts essential to oppose Defendant's Motion is solely the result of Defendant's failure to respond to discovery.

9. There is a substantial likelihood that the outstanding discovery will produce evidence creating genuine issues of material fact relevant to Defendant's Motion for Summary Judgment.

FURTHER AFFIANT SAYETH NAUGHT.

CEZAR E. MCKNIGHT, ESQUIRE

SWORN AND SUBSCRIBED before me this 13th day of February, 2026.

Notary Public for South Carolina
My Commission Expires: 12/8/32

LA'QUANDRA K. NESMITH
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 12-08-32

ELECTRONICALLY FILED - 2026 Feb 13 3:50 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

APPELLEE/DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	C/A NO. 2024-CP-45-00505
Teavis Young,	)	
Plaintiff,	)	
vs.	)	**DEFENDANT WILLIAMSBURG COUNTY'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**
Williamsburg County,	)	
Defendant.	)	

Defendant Williamsburg County submits this memorandum in support of its Motion for Summary Judgment, filed pursuant to Rule 56(c) of the South Carolina Rules of Civil Procedure, and would respectfully show unto the Court as follows:

STATEMENT OF FACTS

On or about October 12, 2023, Plaintiff traveled to the Williamsburg County Economic Development Building located at 130 West Main Street, Kingstree, South Carolina for the purpose of paying her water bill. *See* Complaint ¶ 7. Plaintiff alleges that there was significant precipitation in the form of rain, thus creating a hazardous condition whereby persons could fall and be injured, that the precipitation resulted in an unnatural accumulation of water that constituted a slipping hazard, and that the manner in which the entrance was arranged caused the Plaintiff to be distracted and thereby not being able to see unnatural accumulation of water. *Id.* at ¶¶ 9-11. Plaintiff claims that she slipped and fell on the unnatural accumulation of water and was severely injured. *Id.* at ¶ 12. Plaintiff alleges that Defendant Williamsburg County was responsible for maintenance and upkeep of its facilities. *Id.* at ¶ 8. Security camera footage depicting the incident is provided herewith as **Exhibit 1**.

Plaintiff's claims are premised upon the allegation that Defendant Williamsburg County owned or controlled the premises and is therefore responsible for the alleged hazardous condition. However, the undisputed evidence demonstrates that Williamsburg County does not own, maintain, or control the Williamsburg County Economic Development Building or the entrance area where the alleged incident occurred.

The recorded deed for the property, attached hereto as **Exhibit 2**, establishes that on January 5, 2012, First Citizens Bank and Trust Company conveyed the property to Williamsburg County Development Corporation for consideration in the amount of $150,000. The deed was recorded on January 12, 2012. Williamsburg County Development Corporation is registered as a South Carolina nonprofit entity and is legally separate and distinct from Williamsburg County.

The evidence further demonstrates that Williamsburg County merely occupies interior office space within the building. Correspondence between representatives of the Williamsburg County Water Department and the Williamsburg County Development Corporation, attached hereto as **Exhibit 3**, reflects that the County was given the opportunity to occupy space within the building for a monthly payment of $1,000 covering rent, utilities, insurance, and maintenance. This correspondence confirms that Williamsburg County's presence within the building is that of a tenant rather than an owner or entity responsible for maintenance of the premises.

The Affidavit of Lane Mixon, attached hereto as **Exhibit 4**, further confirms that Williamsburg County does not own the building and does not maintain, manage, or control the entrance area where Plaintiff alleges the incident occurred. Rather, Williamsburg County leases interior office space within the building for use by the Williamsburg County Water and Sewer Authority.

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Additionally, security camera footage depicting the incident is attached as **Exhibit 1** shows Plaintiff entering the building while wearing high-heeled shoes. The footage does not depict Plaintiff slipping on water or any other substance on the floor. Instead, the video shows Plaintiff losing her balance while walking just inside the entrance of the building and falling without any observable slip. The video evidence therefore contradicts Plaintiff's allegation that a hazardous condition caused her fall.

Plaintiff filed this lawsuit asserting a single cause of action against Williamsburg County for negligence and recklessness. For the reasons set forth below, the County respectfully requests that the Court grant its Motion for Summary Judgment and dismiss Plaintiff's claims against it.

LEGAL STANDARD

A motion for summary judgment shall be granted if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP; *see also Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 42, 747 S.E.2d 178, 181 (2013). "In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing summary judgment." *Progressive Max Ins. Co.*, 405 S.C. at 42, 747 S.E.2d at 181 ; *Wachovia Bank, N.A. v. Coffey*, 404 S.C. 421, 425, 746 S.E.2d 35, 38 (2013).

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citations omitted). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

rest on mere allegations or denials contained in the pleadings. . . . Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Ellis v. Davidson*, 358 S.C. 509, 518–19, 595 S.E.2d 817, 822 (Ct. App. 2004). "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." *Id.* at 518, 595 S.E.2d at 822. When the "success of the proposed actions is a question of law," deciding that question on summary judgment "is appropriate." *Manning v. Quinn*, 294 S.C. 383, 386, 365 S.E.2d 24, 25 (1988).

ARGUMENT

I. DEFENDANT WILLIAMSBURG COUNTY OWED NO DUTY BECAUSE IT DID NOT OWN OR CONTROL THE ENTRANCE WHERE PLAINTIFF FELL

To prevail on a negligence claim, Plaintiff must demonstrate the Defendant owed her a duty of reasonable care. *Bishop v. S.C. Dep't of Mental Health,* 331 S.C. 79, 502 S.E.2d 78 (1998). The existence or non-existence of a duty is a question of law. *Jackson v. Swordfish Invs., LLC*, 365 S.C. 608, 620 S.E.2d 54 (2005). "The law creates a legal duty to keep the same in repair and to operate properly such parts of the premises which the lessor reserves possession and control of for the common use of several tenants and this is peculiarly applicable to halls, entrances, porches or stairways of which no particular tenant has exclusive possession or control." *Cooke v. Allstate Management Corp.,* 741 F. Supp. 1205 citing *Daniels v. Timmons,* 216 S.C. 539 (1950). In the present case, the landlord/lessor maintains possession and control of the common area (side entrance/hallway) where Plaintiff was allegedly injured. Defendant owes no duty to Plaintiff because the injury occurred in a common area that Defendant did not own or control.

The recorded deed for the property located at 130 West Main Street, Kingstree, South Carolina, attached hereto as **Exhibit 2**, demonstrates that on January 5, 2012, First Citizens Bank and Trust Company conveyed the property to Williamsburg County Development Corporation for

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

consideration in the amount of $150,000. Williamsburg County Development Corporation is a South Carolina nonprofit entity separate and distinct from Williamsburg County

The evidence further demonstrates that Williamsburg County merely occupies interior office space within the building. Correspondence attached as **Exhibit 3** reflects that the County occupies space in the building for a monthly payment of $1,000 covering rent, utilities, insurance, and maintenance. This correspondence confirms that Williamsburg County's presence in the building is that of a tenant rather than an owner or entity responsible for maintenance of the premises.

Additionally, the Affidavit of Lane Mixon, attached as **Exhibit 4**, confirms that Williamsburg County does not maintain, manage, or control the entrance area where Plaintiff alleges the incident occurred

Here, the deed, correspondence, and affidavit of Lane Mixon conclusively establishes that Williamsburg County is not the titled owner of the premises, and Plaintiff has produced no evidence creating a genuine dispute of material fact regarding ownership or control of the premises.

Because Williamsburg County lacked possession or control over the entrance, it owed no duty to Plaintiff as a matter of law. Absent a duty, Plaintiff's negligence claim fails, and summary judgment should be granted.

II. THE COUNTY IS ENTITLED TO THE PROTECTIONS AFFORDED BY THE SOUTH CAROLINA TORT CLAIMS ACT, S.C. CODE ANN. § 15-78-10, *et. seq.*

Even assuming arguendo that Williamsburg County owed some duty, Plaintiff's claims are barred by the South Carolina Tort Claims Act. The South Carolina Tort Claims Act (the Act), S.C. Code Ann. § 15-78-10, *et. seq*. (Supp. 2004), which provides the exclusive remedy in tort against the County, is a limited waiver of governmental immunity. Under the Act, "[t]he governmental

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

entity is not liable for a loss resulting from … snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions unless the snow or ice thereon is affirmatively caused by a negligent *act* of the employee." S.C. Code. Ann. § 15-78-60(8) (emphasis added).

The Plaintiff's Complaint expressly attributes the alleged hazardous condition at the entrance of the building to "significant precipitation in the form of rain". *See* Complaint ¶ 9. Plaintiff alleges she slipped due to wet conditions caused by rain, and no evidence in the record establishes that any employee of Williamsburg County affirmatively created or contributed to the condition. The affidavit of Lane Mixon further confirms that Williamsburg County does not control or maintain the entrance. *See* **Exhibit 4**. Because liability under S.C. Code Ann. § 15-78-60(8) requires an affirmative negligent act by a governmental employee, and none has been alleged or supported by evidence, the statutory exception applies and Williamsburg County is immune from liability as a matter of law.

The Tort Claims Act further mandates that its provisions "be liberally construed in favor of limiting the liability of the State." S.C. Code Ann. § 15-78-20(f). Applying that directive, and viewing the undisputed evidence in the light most favorable to Plaintiff, Williamsburg County is entitled to immunity from claims arising from temporary wet conditions attributable to rainfall. Accordingly, summary judgment should be granted and Plaintiff's claims be dismissed.

III. THE ALLEGED RAINWATER WAS AN OPEN AND OBVIOUS CONDITION FOR WHICH WILLIAMSBURG COUNTY OWED NO DUTY

South Carolina courts have established that natural accumulations of water from rain, without more, do not create premises liability. In *Young v. Meeting Street Piggly Wiggly*, 288 S.C. 508 (1986), the Court of Appeals held that "Since it is impossible to keep commercial premises entirely free of tracked-in rain during bad weather, a merchant's liability may not be based solely

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

on the presence of moisture." The court noted that "the risk of harm imposed by some accumulation of water on the floor of business premises during rainy days is not unusual or unreasonable in itself, but is one to which all who go out on a rainy day may be exposed and which all may expect or anticipate."

This principle was recently applied in *Pacicca v. Jackson*, 2023 WL 8242180, at *3 (D.S.C. Nov. 28, 2023), where the federal district court granted summary judgment, finding that accumulated rainwater constituted an "open and obvious danger" where the plaintiff admitted "it was raining as she entered" and that "it (was) reasonable to expect that when it's raining outside, people can carry rainwater on the bottom of their shoes if they walk inside a building." The court held that "defendants had no duty to warn guests, including plaintiff, of open and obvious dangers, i.e., slipping associated with accumulated rainwater."

Here, Plaintiff alleges that the incident occurred during significant rainfall. *See* Complaint ¶ 9. Moisture tracked onto interior tile during active precipitation is a condition equally apparent to all entrants and does not give rise to liability.

Plaintiff attempts to avoid this rule by alleging that the arrangement of the entrance "distracted" her. However, conclusory allegations of distraction are insufficient. Plaintiff identifies no hidden defect, visual obstruction, or affirmative conduct by Williamsburg County that diverted her attention or rendered the condition unavoidable.

Because the alleged rainwater was open and obvious, Williamsburg County owed no duty as a matter of law and summary judgment should be granted.

IV. DEFENDANT HAD NO NOTICE OF ANY ALLEGED DEFECT OR DANGEROUS CONDITION

If Defendant is found to owe Plaintiff a duty, Plaintiff must prove that the Defendant had actual or constructive knowledge of the dangerous condition and failed to remedy it. *Garvin v. Bi-*

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Lo, Inc., 343 S.C. 625, 628 (2001). In South Carolina a defendant will be charged with constructive notice whenever it appears that the condition has existed for such length of time prior to the injury that, under existing circumstances, he should have discovered and remedied it in the exercise of due care; conversely, absent evidence of such preexistence, the defendant may not be so charged. *Olson v. Faculty House of Carolina, Inc.*, 344 S.C. 194, 206 (Ct. App. 2001).

Mr. Mixon, in his sworn affidavit, states that he had never received any complaints of the entrance to the building being slippery, nor was he aware of anyone (except for the plaintiff) having ever slipped or fallen at the entrance to the building. *See* **Exhibit 4**. Moreover, the video evidence attached as **Exhibit 1**, demonstrates that Plaintiff did not slip on any substance but instead lost her balance while walking in high-heeled shoes. Thus, Plaintiff cannot establish that any condition on the floor caused her fall. Defendant had no actual or constructive knowledge that the entrance to the building presented a dangerous condition. As a result, Defendant should be granted summary judgment on any purported notice theories of negligence.

V. PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND RULE 56(F) AFFIDAVIT DOES NOT RENDER SUMMARY JUDGMENT PREMATURE

On February 13, 2026, Plaintiff filed a Response in Opposition to Defendant's Motion for Summary Judgment. In Plaintiff's Response in Opposition, Plaintiff asserts that Williamsburg County filed its Motion for Summary Judgment before responding to Plaintiff's First Set of Interrogatories and Requests for Production. This assertion is incorrect.

Plaintiff served Interrogatories and Requests for Production on December 4, 2024. Defendant served its Answers to Plaintiff's Interrogatories and Responses to Plaintiff's Requests for Production on March 27, 2025, and produced responsive documents in accordance with the South Carolina Rules of Civil Procedure, as reflected in the certificate of service attached hereto

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

as **Exhibit 5**. Contrary to Plaintiff's assertions, Defendant has not withheld discovery and has complied with its discovery obligations.

Plaintiff's counsel never contacted Defendant's counsel to raise any alleged deficiency in these discovery responses, never served a deficiency letter, and never filed a motion to compel or otherwise sought relief from this Court prior to filing the present opposition. Instead, Plaintiff's Rule 56(f) affidavit is premised entirely upon the mistaken assertion that Defendant failed to respond to discovery, an assertion directly contradicted by the certificate of service and the record before this Court.

Out of an abundance of caution and in response to Plaintiff's opposition, Defendant's counsel re-served Defendant's previously produced discovery responses together with the original certificate of service confirming the March 27, 2025 production. This further demonstrates Defendant's ongoing cooperation in discovery and eliminates any claim that Plaintiff has been deprived of information necessary to respond to Defendant's Motion.

Moreover, on February 23, 2026, Plaintiff served Supplemental Interrogatories, and Defendant intends to serve timely responses. The existence of ongoing discovery does not render a properly supported motion for summary judgment premature. Rule 56(b), SCRCP, expressly permits a defending party to move for summary judgment "at any time."

Here, Plaintiff's Response in Opposition to Defendant's Motion for Summary Judgment and accompanying affidavit of counsel pursuant to Rule 56(f), SCRCP rests on an incorrect factual premise, namely that Defendant failed to respond to discovery, and does not identify any specific evidence that would alter the purely legal issues raised in Defendant's Motion. Because the record establishes that Defendant has not withheld discovery and has complied with its discovery obligations, Plaintiff's procedural objection provides no basis to deny summary judgment

LECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

CONCLUSION

For the reasons set forth herein, Williamsburg County requests that the Court grant its Motion for Summary Judgment and dismiss the Plaintiff's claims against it, with prejudice.

Respectfully submitted this the 6th day of March, 2026.

RICHARDSON PLOWDEN & ROBINSON, PA

*s/ Lindsey H. Birchmore*_____

David A. Anderson, SC Bar #11550
Lindsey H. Birchmore, SC Bar #106865
P.O. Drawer 7788
Columbia, SC 29202
(803)771-4400
danderson@richardsonplowden.com
lbirchmore@richardsonplowden.com
ATTORNEYS FOR WILLIAMSBURG COUNTY

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

EXHIBIT
1

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

The video exhibit will be submitted to the Court and all counsel of record via electronic mail

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

EXHIBIT

2

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Return to:

Jenkinson, Jarrett and Kellahan, PA
120 West Main Street
Kingstree, South Carolina 29556

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

LIMITED WARRANTY
TITLE TO REAL ESTATE

WHEREAS, The Exchange Bank of South Carolina, Inc. a South Carolina corporation is the record title owner of certain real property described herein as evidenced by that certain deed of The Exchange Capital Corporation, dated June 6, 1996, and recorded in the office of the Register of Deeds for Williamsburg County in Deed Book A-364 at page 17; and

WHEREAS, The Exchange Bank of South Carolina, Inc. merged into and became First Citizens Bank and Trust Company, Inc. as evidenced by those certain Articles of Merger dated July 19, 2011, a copy of said Articles being attached hereto as Exhibit "A"; and

WHEREAS, First Citizens Bank and Trust Company, Inc. as successor in interest by merger with The Exchange Bank of South Carolina, Inc. desires to convey the real property described herein to Williamsburg County Development Corporation.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **First Citizens Bank and Trust Company, Inc.,** a South Carolina corporation (and as successor in interest by merger with The Exchange Bank of South Carolina, Inc.) (hereinafter called "Grantor") in the State aforesaid, for and in consideration of the sum of **One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00)** in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain sell and release, subject to all easements and restrictions of record, unto **Williamsburg County Development Corporation,** a South Carolina non-profit corporation (hereinafter called "Grantee"), the following property:

All that certain piece parcel or lot of land with the buildings and improvements thereon, lying, being and situate in the Town of Kingstree, County of Williamsburg, State of South Carolina and identified as "Parcel 'C'" 1.03 acres on that certain Plat prepared for First Citizens Bank and Trust Company, Inc. by Cox and Dinkins, Inc., dated May 5, 2011, and recorded in the Office of the Register of Deeds for Williamsburg County in Book 51214 at Page 1 on January 6, 2012.

Derivation: This being a portion of a larger tract of land conveyed to The Exchange Bank of South Carolina by deed of The Exchange Capital Corporation dated June 6, 1996 and recorded in the Office of the Clerk of Court for Williamsburg County in Deed Book A-364 at page 17. The Exchange Bank of South Carolina, f/k/a The Exchange Bank of Kingstree by affidavit of

merger conveyed its interest to Main Street Investment Corporation n/k/a The Exchange Bank of South Carolina, Inc. dated August 20, 1999 and recorded in the Office of the Clerk of Court for Williamsburg County in Deed Book A-441 at page 286.

Restriction: *This conveyance is made with the following restriction which shall encumber the property herein conveyed as follows: Grantee and Grantee's successors and assigns, shall at no time use the property herein conveyed as a banking or other financial institution.*

TMS#: 11-025-101 & 11-025-125

Grantees' Address: 125 West Main Street, Kingstree, SC 29556

THIS CONVEYANCE is made **subject to** the following:

(a) the Property is conveyed in an "**As Is**" condition, without warranty, express or implied, except for the limited warranty of title;

(b) current city, state and county ad valorem real property taxes not yet due and payable;

(c) licenses, rights of way and easements of record, if any, for public utilities servicing the subject property; and

(d) all other easements, covenants, restrictions or encroachments of record.

TOGETHER with all and singular the Rights, Members, Hereditaments, Easements and Appurtenances to the said Premises belonging, or in any way benefiting the said Premises.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee forever.

And the said Grantor does hereby bind the Grantor and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by or through the Grantor, but not otherwise.

[remainder of page intentionally blank]

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

WITNESS the Grantor's Hand(s) and Seal(s) this 5 day of January, in the year of our Lord Two Thousand Twelve.

WITNESSETH:

FIRST CITIZENS BANK AND TRUST COMPANY, INC.
a South Carolina corporation

By: _____
Robert B. Frantz, Jr.
Its: Executive Vice President

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGEMENT

I, Matthew B. Hill, do hereby certify that First Citizens Bank and Trust Company, Inc., by Robert B. Frantz, Jr., its Executive Vice President, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal **January** 5, **2012**.

Notary Public for South Carolina
My Commission expires: 8-29-21

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Exhibit "A"

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

JUL 19 2011

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER

Pursuant to S.C. Code of Laws § 33-11-105, the undersigned as the surviving corporation in a merger, hereby submits the following information:

1. The name of the surviving corporation is First Citizens Bank and Trust Company, Inc.

2. Attached hereto and made a part hereof is a copy of the plan of merger.

3. The following information is provided with respect to each corporation which is a party to the transaction.

(a) Name of the corporation: First Citizens Bank and Trust Company, Inc.

The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Case For AND	Against
Common Stock	923,023	923,023	923,023	923,023	0

(b) Name of the corporation: The Exchange Bank of South Carolina, Inc.

The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Case For AND	Against
Common Stock	75,000	75,000	75,000	75,000	0

4. **The merger will be effective on July 22, 2011 at 5:00 p.m., Columbia, SC local time.**

Date: July 19, 2011

First Citizens Bank and Trust Company, Inc.

By: _____
Craig L. Nix
Executive Vice President and Chief Financial Officer

Columbia 1511619 v 1

1107 19-0166 FILED: 07/19/2011
FIRST CITIZENS BANK AND TRUST COMPANY, INC
Filing Fee: $110.00 ORIG
Mark Hammond South Carolina Secretary of State

1107 19-0166 FILED: 07/19/2011
EXCHANGE BANK OF SOUTH CAROLINA, INC., THE
Filing Fee: $0.00 ORIG
Mark Hammond South Carolina Secretary of State

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA

AFFIDAVIT

COUNTY OF WILLIAMSBURG

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this and I understand such information.

2. The property being transferred, known as 13 West Main Street, Kingstree, South Carolina, , was transferred by First Citizens Bank and Trust Company, Inc. to Williamburg County Development Corporation on January ___, 2012.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____.
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 150,000.00 .

(b) _____ The fee is computed on the fair market value of the realty which is $_____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check Yes ____or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
_____.

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: 150,000.00

(b) Place the amount listed in item 5 above here: - 0 –
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: 150,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $555.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantor.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

First Citizens Bank and Trust Company, Inc.

SUBSCRIBED AND SWORN
to before me on January 5, 2012.

Notary Public for South Carolina
My Commission Expires: 8·29·21

By: Robert B. Frantz, Jr.

Robert B. Frantz, Jr.

Its: Executive Vice President

201200002972
Filed for Record in
WILLIAMSBURG COUNTY SC
CAROLYN WILLIAMS, CLERK OF COURTS
01-06-2012 At 04:19:00 pm.
DEED 567.00
OR Book 226 Page 73 - 78

201200002972
CAROLYN WILLIAMS
CLERK OF COURTS
WILLIAMSBURG COUNTY SC
01-06-2012 04:19:00 pm.
REC FEE: 12.00
State Tax $ 390.00
Local Tax $ 165.00

RECORDED 1/9/12
SALLY M. MOUZON
AUDITOR
WILLIAMSBURG CO., S. C.

EXHIBIT
3

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Rome, Mary

From: Mixon, Lane
Sent: Wednesday, September 25, 2013 1:45 PM
To: McGill, F Hilton
Cc: Rome, Mary; Boatwright, Vickie
Subject: Old Exchange Bank Building

Mr. McGill,

On behalf of Williamsburg County Water & Sewer Authority, I would like to say thank you for the opportunity for our Department to occupy a part of "the old Exchange Bank building". This building has all of the right ingredients for this County Department to conduct business in a professional and convenient manner for our customers, especially the drive thru window.

With that being said, I have spoken to Walt Ackerman, Williamsburg County Director of Finance, regarding the lease for our occupied portion of the old bank building, and he and I have agreed to offer the Williamsburg County Development Corporation **$1,000/month** for rent, utilities, insurance, and maintenance. We both feel this amount is fair to the County and the Cooperation, as I have compared it to similar square footage leases elsewhere in the town limits of Kingstree.

Furthermore, it is my understanding that the Williamsburg County Water & Sewer Authority moved into this building on May 14, 2012; therefore, we also expect to pay the Cooperation back rent for the previous 16 months. However, we suggest this figure be reduced by the following building maintenance expenditures that this Department has incurred since occupying the building.

Custom Sign & Graphics (outdoor sign and clock)	$1,225.25
Diebold (drive thru speaker repair)	$1,971.97
Giles Plumbing (sewage backup)	$225.00
Johnson Fire Safety Systems (fire extinguisher maintenance)	$277.67
	$3,699.89

Therefore, the total back rent due through September 14th should be $16,000.00 - $3,699.89 = **$12,300.11**. This should help offset your future cost of some necessary roof repairs that Spann Roofing is expected to complete soon.

Please let me know if the Corporation is agreeable to this offer and we will begin payment asap.

Sincerely,

Lane Mixon
Williamsburg County Water & Sewer Authority
130 West Main Street
Kingstree, SC 29556
843-355-8997

EXHIBIT
4

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	C/A NO. 2024-CP-45-00505
Teavis Young,	)	
Plaintiff,	)	**AFFIDAVIT OF LANE MIXON**
vs.	)	
Williamsburg County,	)	
Defendant.	)	

PERSONALLY APPEARED BEFORE ME, Lane Mixon, who first being duly sworn deposes and states as follows:

1. I am over the age of eighteen (18); and, I have personal knowledge of the matters set forth in this affidavit and am competent to state and declare the facts stated herein.

2. That I am currently the Director of the Williamsburg County Water and Sewer Authority and have been since September 10, 2012.

3. The property commonly referred to as the Williamsburg County Economic Development Building, located at 130 West Main Street, Kingstree, South Carolina (the "Building"), is not owned by Williamsburg County.

4. Attached hereto as **Exhibit A** is a true and correct copy of the recorded deed reflecting that on January 5, 2012, First Citizens Bank and Trust Company conveyed the property to Williamsburg County Development Corporation, a South Carolina nonprofit entity, for consideration in the amount of $150,000, which deed was recorded on January 12, 2012.

5. Williamsburg County Development Corporation is a separate legal entity from Williamsburg County.

6. Williamsburg County does not maintain, manage, or control the entrances to the Building where Plaintiff alleges the incident occurred.

7. Attached hereto as **Exhibit B** is a true and correct copy of email correspondence between myself and F. Hilton McGill, Executive Director of the Williamsburg County Development Board, reflecting the terms under which the Williamsburg County Water and Sewer

Authority occupies interior space within the Williamsburg County Economic Development Building.

8. Williamsburg County occupies interior office space within the Building for use by the Williamsburg County Water and Sewer Authority.

9. Williamsburg County is not responsible for maintenance, repair, inspection, or upkeep of the entrance area to the Building where Plaintiff alleges the incident occurred.

10. To my knowledge, no employee or agent of Williamsburg County created any hazardous condition at the Building entrance related to rainfall or water accumulation.

11. During my time serving as Director of the Williamsburg County Water and Sewer Authority, I have not received any complaints regarding the entrance area of the Building being slippery, nor do I have knowledge of any other individuals slipping, falling, or otherwise reporting injuries at that location

12. That at the time and place of the actions complained of, I was working in my official capacity as an employee of Williamsburg County.

FURTHER THE AFFIANT SAYETH NOT.

Lane Mixon

SWORN to and subscribed before me
this 6th day of March, 2026.

Notary Public for South Carolina
My Commission Expires: 3/2/2028

MARY AMANDA SHULER
NOTARY PUBLIC
My Comm. Exp. 03-02-2028
SOUTH CAROLINA

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

EXHIBIT A

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Return to:

Jenkinson, Jarrett and Kellahan, PA
120 West Main Street
Kingstree, South Carolina 29556

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

LIMITED WARRANTY
TITLE TO REAL ESTATE

WHEREAS, The Exchange Bank of South Carolina, Inc. a South Carolina corporation is the record title owner of certain real property described herein as evidenced by that certain deed of The Exchange Capital Corporation, dated June 6, 1996, and recorded in the office of the Register of Deeds for Williamsburg County in Deed Book A-364 at page 17; and

WHEREAS, The Exchange Bank of South Carolina, Inc. merged into and became First Citizens Bank and Trust Company, Inc. as evidenced by those certain Articles of Merger dated July 19, 2011, a copy of said Articles being attached hereto as Exhibit "A"; and

WHEREAS, First Citizens Bank and Trust Company, Inc. as successor in interest by merger with The Exchange Bank of South Carolina, Inc. desires to convey the real property described herein to Williamsburg County Development Corporation.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **First Citizens Bank and Trust Company, Inc.,** a South Carolina corporation (and as successor in interest by merger with The Exchange Bank of South Carolina, Inc.) (hereinafter called "Grantor") in the State aforesaid, for and in consideration of the sum of **One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00)** in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain sell and release, subject to all easements and restrictions of record, unto **Williamsburg County Development Corporation,** a South Carolina non-profit corporation (hereinafter called "Grantee"), the following property:

All that certain piece parcel or lot of land with the buildings and improvements thereon, lying, being and situate in the Town of Kingstree, County of Williamsburg, State of South Carolina and identified as "Parcel 'C'" 1.03 acres on that certain Plat prepared for First Citizens Bank and Trust Company, Inc. by Cox and Dinkins, Inc., dated May 5, 2011, and recorded in the Office of the Register of Deeds for Williamsburg County in Book 5121 at Page 1 on January 6, 2012.

Derivation: This being a portion of a larger tract of land conveyed to The Exchange Bank of South Carolina by deed of The Exchange Capital Corporation dated June 6, 1996 and recorded in the Office of the Clerk of Court for Williamsburg County in Deed Book A-364 at page 17. The Exchange Bank of South Carolina, f/k/a The Exchange Bank of Kingstree by affidavit of

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

merger conveyed its interest to Main Street Investment Corporation n/k/a The Exchange Bank of South Carolina, Inc. dated August 20, 1999 and recorded in the Office of the Clerk of Court for Williamsburg County in Deed Book A-441 at page 286.

Restriction: ***This conveyance is made with the following restriction which shall encumber the property herein conveyed as follows: Grantee and Grantee's successors and assigns, shall at no time use the property herein conveyed as a banking or other financial institution.***

TMS#: 11-025-101 & 11-025-125

Grantees' Address: 125 West Main Street, Kingstree, SC 29556

THIS CONVEYANCE is made **subject to** the following:

(a) the Property is conveyed in an "**As Is**" condition, without warranty, express or implied, except for the limited warranty of title;

(b) current city, state and county ad valorem real property taxes not yet due and payable;

(c) licenses, rights of way and easements of record, if any, for public utilities servicing the subject property; and

(d) all other easements, covenants, restrictions or encroachments of record.

TOGETHER with all and singular the Rights, Members, Hereditaments, Easements and Appurtenances to the said Premises belonging, or in any way benefiting the said Premises.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee forever.

And the said Grantor does hereby bind the Grantor and the Grantor's Successors and Assigns to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by or through the Grantor, but not otherwise.

[remainder of page intentionally blank]

WITNESS the Grantor's Hand(s) and Seal(s) this 5 day of January, in the year of our Lord Two Thousand Twelve.

WITNESSETH:

FIRST CITIZENS BANK AND TRUST COMPANY, INC.
a South Carolina corporation

By: _____
Robert B. Frantz, Jr.
Its: Executive Vice President

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

ACKNOWLEDGEMENT

I, Matthew B Hill, do hereby certify that First Citizens Bank and Trust Company, Inc., by Robert B. Frantz, Jr., its Executive Vice President, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal **January** 5**, 2012**.

Notary Public for South Carolina
My Commission expires: 8-29-21

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

LECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Exhibit "A"

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

JUL 19 2011

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER

Pursuant to S.C. Code of Laws § 33-11-105, the undersigned as the surviving corporation in a merger, hereby submits the following information:

1. The name of the surviving corporation is First Citizens Bank and Trust Company, Inc.

2. Attached hereto and made a part hereof is a copy of the plan of merger.

3. The following information is provided with respect to each corporation which is a party to the transaction.

(a) Name of the corporation: First Citizens Bank and Trust Company, Inc.

The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Case For AND	Against
Common Stock	923,023	923,023	923,023	923,023	0

(b) Name of the corporation: The Exchange Bank of South Carolina, Inc.

The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Case For AND	Against
Common Stock	75,000	75,000	75,000	75,000	0

4. **The merger will be effective on July 22, 2011 at 5:00 p.m., Columbia, SC local time.**

Date: July 19, 2011

First Citizens Bank and Trust Company, Inc.

By: _____
Craig L. Nix
Executive Vice President and Chief Financial Officer

Columbia 1511619 v 1

1107 19-0165 FILED: 07/19/2011
FIRST CITIZENS BANK AND TRUST COMPANY, INC
Filing Fee $110.00 ORIG
Mark Hammond South Carolina Secretary of State

1107 19-0166 FILED: 07/19/2011
EXCHANGE BANK OF SOUTH CAROLINA, INC., THE
Filing Fee $0.00 ORIG
Mark Hammond South Carolina Secretary of State

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this and I understand such information.

2. The property being transferred, known as 13 West Main Street, Kingstree, South Carolina, , was transferred by First Citizens Bank and Trust Company, Inc. to Williamburg County Development Corporation on January ___, 2012.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit): _____.
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 150,000.00 .

(b) _____ The fee is computed on the fair market value of the realty which is $_____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check Yes ____or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
_____.

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: 150,000.00

(b) Place the amount listed in item 5 above here: - 0 –
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: 150,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $555.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantor.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

First Citizens Bank and Trust Company, Inc.

SUBSCRIBED AND SWORN
to before me on January 5, 2012.

Notary Public for South Carolina
My Commission Expires: 8·29·21

By: Robert B. Frantz, Jr.

Robert B. Frantz, Jr.

Its: Executive Vice President

201200002972
Filed for Record in
WILLIAMSBURG COUNTY SC
CAROLYN WILLIAMS, CLERK OF COURTS
01-06-2012 At 04:19:00 pm.
DEED 567.00
OR Book 226 Page 73 - 78

201200002972
CAROLYN WILLIAMS
CLERK OF COURTS
WILLIAMSBURG COUNTY SC
01-06-2012 04:19:00 pm.
REC FEE: 12.00
State Tax $ 390.00
Local Tax $ 165.00

RECORDED 1/9/12
SALLY M. MOUZON
AUDITOR
WILLIAMSBURG CO., S. C.

EXHIBIT B

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Rome, Mary

From: Mixon, Lane
Sent: Wednesday, September 25, 2013 1:45 PM
To: McGill, F Hilton
Cc: Rome, Mary; Boatwright, Vickie
Subject: Old Exchange Bank Building

Mr. McGill,

On behalf of Williamsburg County Water & Sewer Authority, I would like to say thank you for the opportunity for our Department to occupy a part of "the old Exchange Bank building". This building has all of the right ingredients for this County Department to conduct business in a professional and convenient manner for our customers, especially the drive thru window.

With that being said, I have spoken to Walt Ackerman, Williamsburg County Director of Finance, regarding the lease for our occupied portion of the old bank building, and he and I have agreed to offer the Williamsburg County Development Corporation **$1,000/month** for rent, utilities, insurance, and maintenance. We both feel this amount is fair to the County and the Cooperation, as I have compared it to similar square footage leases elsewhere in the town limits of Kingstree.

Furthermore, it is my understanding that the Williamsburg County Water & Sewer Authority moved into this building on May 14, 2012; therefore, we also expect to pay the Cooperation back rent for the previous 16 months. However, we suggest this figure be reduced by the following building maintenance expenditures that this Department has incurred since occupying the building.

Custom Sign & Graphics (outdoor sign and clock)	$1,225.25
Diebold (drive thru speaker repair)	$1,971.97
Giles Plumbing (sewage backup)	$225.00
Johnson Fire Safety Systems (fire extinguisher maintenance)	$277.67
	$3,699.89

Therefore, the total back rent due through September 14th should be $16,000.00 - $3,699.89 = **$12,300.11**. This should help offset your future cost of some necessary roof repairs that Spann Roofing is expected to complete soon.

Please let me know if the Corporation is agreeable to this offer and we will begin payment asap.

Sincerely,

Lane Mixon
Williamsburg County Water & Sewer Authority
130 West Main Street
Kingstree, SC 29556
843-355-8997

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

EXHIBIT
5

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

CERTIFICATE OF SERVICE

The undersigned, an employee of Richardson Plowden & Robinson, P.A., do hereby certify that I served the foregoing **DEFENDANT WILLIAMSBURG COUNTY'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES** on the following counsel electronically and/or by causing a copy of same to be mailed in the United States Mail, Postage Prepaid, First Class, addressed as follows:

Cezar E. McKnight
Law Offices of Cezar McKnight
126 West Mill Street
P.O. Box 949
Kingstree, South Carolina 29556
cezar@cezarmcknight.com
AND
Kimberly Hodge
P.O. Box 8
Kingstree, SC 29556
kimberly@hodgelawfirm.org
Attorneys for Plaintiff

Carla M. Lindler
Legal Assistant to David A. Anderson

March 27, 2025

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Mar 06 5:38 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

CERTIFICATE OF SERVICE

The undersigned, an employee of Richardson Plowden & Robinson, P.A., do hereby certify that I served the foregoing **DEFENDANT WILLIAMSBURG COUNTY'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION** on the following counsel electronically and/or by causing a copy of same to be mailed in the United States Mail, Postage Prepaid, First Class, addressed as follows:

Cezar E. McKnight
Law Offices of Cezar McKnight
126 West Mill Street
P.O. Box 949
Kingstree, South Carolina 29556
cezar@cezarmcknight.com
AND
Kimberly Hodge
P.O. Box 8
Kingstree, SC 29556
kimberly@hodgelawfirm.org
Attorneys for Plaintiff

Carla M. Lindler
Legal Assistant to David A. Anderson

March 27, 2025

ORDER GRANTING SUMMARY JUDGMENT

ELECTRONICALLY FILED - 2026 Apr 28 10:58 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF WILLIAMSBURG	)	C/A NO. 2024-CP-45-00505
Teavis Young,	)	
	)	
Plaintiff,	)	
	)	**PROPOSED ORDER GRANTING DEFENDANT WILLIAMSBURG COUNTY'S MOTION FOR SUMMARY JUDGMENT**
vs.	)	
	)	
Williamsburg County,	)	
	)	
Defendant.	)	
	)	

This motion came before the Court on March 11, 2025, upon Defendant Williamsburg County's Motion for Summary Judgment. Cezar McKnight appeared on behalf of Plaintiff; Lindsey Birchmore appeared on behalf of Defendant. After reviewing the memoranda submitted by the parties; considering the applicable statutes, rules, case law, and other legal authorities; hearing the oral arguments; and taking the evidence in the light most favorable to Plaintiff as the non-moving party, the Court **GRANTS** Defendants' Motion for Summary Judgment, and this case is hereby dismissed with prejudice.

FACTUAL BACKGROUND

Pursuant to Plaintiff's Complaint, on or about October 12, 2023, Plaintiff traveled to the Williamsburg County Economic Development Building located at 130 West Main Street, Kingstree, South Carolina for purposes of paying her water bill. Plaintiff claims that there was significant precipitation in the form of rain, thus creating a hazardous condition whereby persons could fall and be injured, that the precipitation resulted in an unnatural accumulation of water that constituted a slipping hazard, and that the manner in which the entrance was arranged caused the Plaintiff to be distracted and thereby not being able to see unnatural accumulation of water.

Plaintiff claims that she slipped and fell on the unnatural accumulation of water and was severely injured. Plaintiff alleges that Defendant Williamsburg County was responsible for maintenance and upkeep of its facilities.

PROCEDURAL HISTORY

On December 5, 2024, Plaintiff filed her Summons and Complaint. Contemporaneous to its Answer, Defendant moved to dismiss Plaintiff's claims pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. Defendant's motion came before the Court on May 29, 2025 and was denied by Form 4 Order on June 2, 2025 to allow for additional discovery. On February 11, 2026, Defendant filed its Motion for Summary Judgment and the motion came before the Court on March 11, 2025.

STANDARD OF REVIEW

A motion for summary judgment shall be granted if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), SCRCP; *see also Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 42, 747 S.E.2d 178, 181 (2013). "In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn therefrom in the light most favorable to the party opposing summary judgment." *Progressive Max Ins. Co.*, 405 S.C. at 42, 747 S.E.2d at 181 ; *Wachovia Bank, N.A. v. Coffey*, 404 S.C. 421, 425, 746 S.E.2d 35, 38 (2013).

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citations omitted). "Once the party moving for summary judgment meets the initial burden of

ELECTRONICALLY FILED - 2026 Apr 28 10:58 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. . . . Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Ellis v. Davidson*, 358 S.C. 509, 518–19, 595 S.E.2d 817, 822 (Ct. App. 2004). "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." *Id.* at 518, 595 S.E.2d at 822. When the "success of the proposed actions is a question of law," deciding that question on summary judgment "is appropriate." *Manning v. Quinn*, 294 S.C. 383, 386, 365 S.E.2d 24, 25 (1988).

DISCUSSION and CONCLUSION

The Court has reviewed and considered: the pleadings and filings of record, including Defendant's Motion for Summary Judgment; Defendant's Memorandum in Support; Plaintiff's Response in Opposition; all accompanying Exhibits and Affidavits; and the arguments presented. Based upon this review, the Court finds there are no genuine issues of material fact requiring resolution by a factfinder.

The undisputed evidence establishes that Defendant Williamsburg County is not the owner of the premises and at the time of this incident did not maintain, manage, or control the entrance area where the incident allegedly occurred. Based on the undisputed evidence of ownership and control, the Court concludes as a matter of law that Williamsburg County owed no duty to Plaintiff with respect to the entrance area at issue. Plaintiff, in an attempt to create a disputed fact, submitted an Affidavit from Ms. Ruby McKnight. However, Ms. McKnight states that her employment with Williamsburg County ended in 2020, which was three years before the incident. Therefore, her statements are not relevant to the facts presented.

Additionally, in light of the undisputed weather-related, temporary condition and the

ELECTRONICALLY FILED - 2026 Apr 28 10:58 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

absence of any affirmative negligent act by a County employee, the Court concludes that Williamsburg County is immune from liability under the South Carolina Tort Claims Act, S.C. Code Ann. § 15-78-60(8). Summary judgment is warranted on this independent ground.

Plaintiff alleges the incident occurred during significant precipitation, and the County's memorandum asserts that moisture tracked into the entrance was a condition equally apparent to all entrants. The Court concludes that the alleged condition of tracked-in rainwater was open and obvious and does not, without more, impose liability on Williamsburg County. Summary judgment is appropriate on this ground as well.

Defendant's certificates of service reflect that it served its Answers to Plaintiff's First Set of Interrogatories and Responses to Plaintiff's First Set of Requests for Production on March 27, 2025, and re-served the responses with the original certificates after Plaintiff filed her Response in Opposition to Defendant's Motion for Summary Judgment. Plaintiff's opposition asserted that the motion was premature due to alleged outstanding discovery, but that assertion is contradicted by the record. The Court finds no procedural basis to deny or defer ruling on the motion.

The undisputed evidence establishes that Plaintiff has failed to present admissible evidence creating a genuine issue of material fact under Rule 56, SCRCP. *See* Rule 56(e), SCRCP; *see also Lord v. D & J Enterprises, Inc.*, 407 S.C. 544, 553, 757 S.E.2d 695, 699 (2014) ("The initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case. . . . Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of [the opposing party's] pleadings . . ."); *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 460, 463-65, 892 S.E.2d 297, 300, 301 (2023) (rejecting "mere scintilla" standard for Rule 56(c), SCRCP, summary judgment motions and reiterating that "it is not sufficient for a party to create an inference

ELECTRONICALLY FILED - 2026 Apr 28 10:58 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

that is not reasonable or issue of fact that is not genuine" (quotation omitted)).

Accordingly, the Court finds that Defendant has met its burden under Rule 56, SCRCP, and that Defendant is entitled to summary judgment as a matter of law.

IT IS THEREFORE ORDERED that Defendant's Motion for Summary Judgment is GRANTED.

IT IS SO ORDERED.

[*JUDGE'S ELECTRONIC SIGNATURE ON FOLLOWING PAGE*]

ELECTRONICALLY FILED - 2026 Apr 28 10:58 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

ELECTRONICALLY FILED - 2026 Apr 28 10:58 AM - WILLIAMSBURG - COMMON PLEAS - CASE#2024CP4500505

Williamsburg Common Pleas

Case Caption: Teavis Young VS Williamsburg County

Case Number: 2024CP4500505

Type: Order/Summary Judgment

So Ordered

s/Paul M. Burch, Judge #2048

TRANSCRIPT ON RECORD

1 STATE OF SOUTH CAROLINA **TRANSCRIPT OF RECORD**

2 COUNTY OF WILLIAMSBURG CASE NO.:2025-CP-45-00505

3 ***** TRANSCRIPTION OF WEBEX HEARING *****

4 ---

5 March 11, 2026

6 **BEFORE:** The Honorable Paul Burch

7 ---

8 TEAVIS YOUNG,

9 Plaintiff,

10 vs.

11 WILLIAMSBURG COUNTY,

12 Defendant.

13 ---

14

15 APPEARANCES:

16

17 Cezar McKnight, Esq.
Appearing for the Plaintiff.

18

Lindsay Birchmore, Esq.
19 Appearing for the Defendant.

20

21

22 Recorded by: Webex Courtroom

23 Transcriber: Natalie Dahl, RPR
SC Official Court Reporter

24

25

1
2 NOTE: *Pursuant to Rule 607 (H)(1)(B), SCACR "A Court REPORTER SHALL RECEIVE THE FEE OF $1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED*
3 *TRANSCRIPT." All requests for a copy of the enclosed transcript shall be sent to:*
4 *ndahl@sccourts.org*

5 **INDEX**

6 Description Page

7 (NONE)

8
9
10
11
12
13
14
15

16 **EXHIBITS**

17 (NONE)

18
19
20

21 **Transcript Legend**

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
Phonetic (ph)	Indicates a phonetic word
(Inaudible)	Indicates word(s) are not discernable due to audio recording quality
(sic)	Word(s) said but may be incorrect

22
23
24
25

1 P R O C E E D I N G S

2 THE COURT: Looks like No. 5 will be the next
3 up. That's Young versus Williamsburg County.
4 MS. BIRCHMORE: Lindsay Birchmore on behalf
5 of Williamsburg County.
6 THE COURT: All right. I got you.
7 David Anderson?
8 MS. BIRCHMORE: I'm with David Anderson.
9 We're in the same office.
10 THE COURT: Okay. Who's on the other side?
11 Hodge? McKnight?
12 MR. McKNIGHT: Here, Your Honor. Good
13 morning. How are you, sir?
14 THE COURT: Fine.
15 What you all got?
16 MS. BIRCHMORE: Your Honor, may it please the
17 Court. I represent the defendant, Williamsburg
18 County. We're here today on our motion for summary
19 judgment.
20 THE COURT: All right. We got everybody we
21 need, fire away.
22 MS. BIRCHMORE: Thank you, Your Honor.
23 So this case arises from a slip and fall that
24 plaintiff alleges occurred while entering the
25 Williamsburg County Economic Development building,

1 in Williamsburg County, during a rainstorm. She
2 was going to pay her water bill. This happened
3 October 12 of 2023.
4 Your Honor, today we're here on behalf of our
5 motion for summary judgment. The evidence
6 establishes a few key points, one being that
7 Williamsburg County does not own or control the
8 entrance where this incident occurred.
9 For a little context, this is Williamsburg
10 County Economic Development building. Williamsburg
11 County operates the water and the sewer department
12 out of this building. There's also a few other
13 offices in this building; such as, I think the
14 congressman has an office in this building, and
15 there might be another department in this building.
16 Plaintiff alleged that she fell while walking
17 inside one of the entrances to this building.
18 So, Your Honor, Williamsburg County does not
19 own this building. Williamsburg County Development
20 Corporation, they bought this building back in 2012
21 from the bank, which used to own this building.
22 And the Development Corporation is a separate
23 entity from Williamsburg County. They are a
24 non-profit entity.
25 Your Honor, we've produced the deed, which

1 relays this information, and we've also produced
2 some correspondence between the Williamsburg
3 Development Corporation representative and the
4 Williamsburg County Water and Sewer representative
5 kind of laying out the terms of them occupying the
6 space in this building.
7 In that correspondence, back in 2013,
8 Williamsburg County Water and Sewer stated that
9 they would pay a thousand dollars per month for
10 rent, utilities, insurance, and maintenance to the
11 Development Corporation for use of this building.
12 So, Your Honor, our first argument is that
13 Williamsburg County did not owe a duty to
14 plaintiff. In this instance, Williamsburg County
15 doesn't own, maintain, or control the building
16 entrance where the plaintiff allegedly slipped and
17 fell.
18 Secondly, Your Honor, we have produced the
19 video evidence of this fall. There is actually
20 security camera footage of the incident. Your
21 Honor, this video shows plaintiff entering the
22 building in high-heeled shoes. She merely loses
23 her balance when walking inside the building. If
24 you want, we can show that video, but I believe
25 Your Honor has a copy of it as well. The video

1 doesn't show a slip on any water or any substance.
2 Plaintiff does allege in the complaint that
3 it was raining that day that she walked into the
4 building. She alleges she slipped on an unnatural
5 accumulation of water, but the video evidence
6 doesn't show any slip at all. It just kind of
7 shows a trip on her high heels. So because this
8 video contradicts plaintiff's theory of causation,
9 a reasonable jury could not find that a dangerous
10 condition caused plaintiff's fall.
11 Third, Your Honor, plaintiff's complaint
12 still states that there was significant rainfall at
13 the time of the incident, and case law in South
14 Carolina, in particular the South Carolina Court of
15 Appeals in Young versus Meeting Street Piggly
16 Wiggly, the court ruled that businesses cannot keep
17 floors completely free of rainwater during storms.
18 Anyone entering a building during rainfall can
19 reasonably expect moisture may be trapped inside.
20 So because this condition was open and
21 obvious, there was no duty to warn -- if there was
22 any duty at all to the County -- to warn plaintiff.
23 The evidence also shows that the County had
24 no actual or constructive notice of any dangerous
25 condition in this building that they don't own.

1 There's been no prior complaints, no prior
2 incidents. We've also produced the affidavit of
3 Lane Mixon (phonetic), which is the director of the
4 Water and Sewer Authority. They're the ones that
5 operate out of this building. He's -- he also
6 confirmed that there is no notice or any incidents
7 like this one in the past.
8 Lane Mixon also was the one that was
9 coordinating with the Williamsburg Development
10 Corporation to use this building, so he's
11 knowledgeable on that issue as well.
12 Lastly, Your Honor, even if the Court assumed
13 that the County did owe a duty to plaintiff in this
14 instance, the South Carolina Tort Claims Act still
15 bars this claim. The statute provides immunity for
16 losses resulting from temporary or natural
17 conditions caused by weather. This is Section
18 15-78-68. In particular, it says that snow or ice
19 conditions, or temporary or natural conditions, on
20 any public way or other public place due to weather
21 conditions, unless the snow or ice they're on is
22 affirmatively caused by a negligent act of the
23 employee, the statute provides immunity for losses.
24 So, Your Honor, there is no evidence that any
25 county employee created the condition here. There

1 was significant precipitation in the form of rain,
2 as alleged in plaintiff's complaint. Therefore, at
3 the end of the day, the County would be statutorily
4 immune from this claim.
5 I did want to point out briefly that
6 plaintiff's counsel did file a response in
7 opposition back in mid-February, but stated that
8 the defendants brought this motion prematurely
9 because they did not respond to discovery requests
10 sent by plaintiff. The record reflects that
11 defendant served responses to plaintiff's
12 interrogatories and request for production on
13 March 27, 2025, and those responses were reserved
14 out of an abundance of caution after receiving
15 those responses in opposition.
16 I'll note that plaintiffs never filed a
17 motion to compel or never raised any deficiency
18 issues with the defendant's, so I just wanted to
19 point that out for the Court. And the defendant
20 also provided the certificate of service for those
21 responses. So we argue that this motion isn't
22 premature.
23 So, in summary, Your Honor, the evidence
24 shows Williamsburg County did not own or control
25 this building or the entrance. They did not

1 maintain it, and the video evidence contradicts
2 plaintiff's theory of causation. And the alleged
3 condition, which is the rainwater during a storm,
4 is open and obvious. And this claim, at the end of
5 the day, would be protected under the Tort Claims
6 Act. So because there is no genuine issue of
7 material fact, Williamsburg County respectfully
8 requests that the Court grant summary judgment as
9 to the defendant's motion.
10 Thank you so much.
11 THE COURT: Thank you, Counsel.
12 All right. Mr. McKnight.
13 MR. McKNIGHT: Thank you, Your Honor. May it
14 please the Court. Your Honor, we submitted -- I
15 don't necessarily know where I want to go first. I
16 think we're going to go to the most obvious thing.
17 I've submitted to the Court an affidavit of a lady
18 whose name is Ruby McNight. She's been an employee
19 of the Williamsburg County government from 1992
20 until 2020. She worked in the maintenance
21 department. And under oath she's testified --
22 given a statement that, not only as part of her
23 duties as a Williamsburg County employee, she was
24 responsible for cleaning that building.
25 Beyond that fact, Your Honor, she also worked

1 with Mr. Mixon. And just so the Court will know
2 that that lady, Ruby McNight, is my mother. Her
3 and Lane, prior to my mother stopping smoking, were
4 smoking buddies who stood out behind the back of
5 that building and smoked.
6 So it's clear from the facts and the evidence
7 that we can provide that Williamsburg County
8 government had control of that building in that
9 they were responsible for the maintenance of it,
10 had their employees in there performing the
11 maintenance, particularly mopping up and cleaning
12 after rain spills and the like. They cleaned that
13 building every day, daily. And those were county
14 employees that did it.
15 So I think it's disingenuous, at best, to
16 suggest that Williamsburg County doesn't have
17 control over the building, because they do. And
18 all of the employees that work in that building,
19 save for the employees of Congressman Clyburn's
20 office, are all employees of Williamsburg County.
21 Beyond that, if you took the time to look at
22 the video, that video of Ms. Teavis Young -- and
23 the assertion that she has on high heels is
24 laughable. Does she have on a heel? Yes. Teavis
25 doesn't wear high-heel shoes. She's 54 years old,

1 never been married, and she's a missionary at the
2 methodist church down the street from my mother's
3 house. She is as conservative as one can be. So
4 she doesn't wear high heels.
5 If you look at what she's -- the video
6 doesn't give you an instance to see what is on the
7 floor, you just see her fall. So that video is not
8 dispositive of anything. In fact, the video
9 further lends credence to the fact that there is
10 a -- there is a genuine issue of material fact
11 before the Court for the trier of fact to decide.
12 So we ask that you set aside their motion to
13 dismiss on that.
14 Lastly, they -- there are discovery responses
15 that they have submitted were mostly, Your Honor,
16 of them objecting to -- essentially objecting to
17 every interrogatory that we had. What we then did
18 was sent subsequent ones that they just now
19 responded to. So that's why we filed the motion
20 saying that the issue wasn't ripe necessarily for a
21 motion for summary judgment, because there's still
22 issues of fact that can be borne out with more
23 discovery. No depositions have been taken yet.
24 You know, going past this, if we survive
25 summary judgment, we definitely intend on taking

1 depositions. But we don't believe that they've met
2 their burden under the law with regard to just
3 having their motion for summary judgment granted.
4 Give me just a second. I'm trying to scroll
5 through here. But let me hit some highlights so
6 the Court will know. Hold on. Let's see.
7 Item two, the defendant argues that it
8 doesn't own, maintain, or control the Williamsburg
9 County Economic Development building. Ownership,
10 however, is not the sole basis for premises
11 liability in South Carolina law. Liability arises
12 from control, maintenance, or responsibility for
13 the premises. The defendant also contends that the
14 fall resulted solely from a natural weather
15 condition. However, the plaintiff has alleged --
16 and will present evidence -- that the water
17 accumulation at the entrance was unnatural due to
18 the design, configuration, and maintenance of the
19 area.
20 If you look at the floors, Your Honor,
21 they've essentially got shiny marble floors at an
22 entrance with no mat that creates a slippery --
23 that creates an unnatural accumulation of water.
24 And so whether the accumulation of water is natural
25 or unnatural, or whether the entrance design

1 contributed to the hazard, and whether the
2 defendant exercised reasonable care are classic
3 questions of fact for a jury. Those issues cannot
4 be resolved as a matter of law at the summary
5 judgment stage.
6 The defendant's reliance on Code 15-78-68,
7 Paragraph A, is misplaced. Immunity under that
8 provision does not apply where a hazardous
9 condition is affirmatively caused or exacerbated by
10 negligent acts or omissions, including negligent
11 design, inspection, or maintenance.
12 So -- and whether the defendant has actual
13 constructive notice of the hazardous condition, and
14 whether its inspection procedures were reasonable,
15 and whether the harm the plaintiff was foreseeable,
16 are all questions for the jury. And South Carolina
17 courts have consistently held that such issues are
18 ill suited for summary judgment, particularly in
19 premises liability cases.
20 So we believe that they failed to meet their
21 burden under Rule 56. Its motion was premature due
22 to outstanding discovery, and improperly shifts the
23 burden to the plaintiff, and ignores multiple
24 genuine issues of material fact.
25 So with all of that in mind, Your Honor, we

1 respectfully submit to the Court, and ask the
2 Court, to deny their motion for summary judgment,
3 let this matter continue on, and go towards --
4 further in litigation, if necessary.
5 Thank you.
6 THE COURT: All right. Anything else?
7 MS. BIRCHMORE: If I could respond briefly,
8 Your Honor, I would appreciate it. As to
9 plaintiff's counsel's argument regarding the
10 affidavit that he submitted of his mother, Ruby
11 McNight, this was filed yesterday at 4:00 p.m. I
12 would like to point to Rule 60. This rule states
13 that opposing affidavits may be served no later
14 than two days before the hearing, unless the Court
15 permits them to be served at some other time, and
16 that the moving party may serve reply affidavits at
17 any time prior to the hearing -- or before the
18 hearing commences.
19 This affidavit was filed yesterday at
20 4:00 p.m. We haven't had time to prepare a
21 response affidavit to this affidavit as called for
22 by Rule 60. So, Your Honor, we respectfully
23 request that the Court not consider this affidavit
24 because it was filed less than 24 hours ago.
25 I will state, though, we did have a chance to

1 look at the affidavit, and we did call the County
2 regarding this. Williamsburg County Development
3 Corporation coordinates all of the cleaning of this
4 building. During this time, until 2020 I believe,
5 they were using Williamsburg County maintenance
6 employees. They hired them separately. The County
7 wasn't in charge of cleaning up. The Development
8 Corporation was using those maintenance employees
9 to clean the building.
10 Your Honor, this fall occurred in 2023, and
11 in 2020 the Williamsburg County Development
12 Corporation hired on a third-party cleaning
13 service, Rose Cleaning, to clean the building.
14 They have been cleaning the building since 2020.
15 So during the time that this incident occurred, no
16 Williamsburg County employees were cleaning or
17 maintaining this building.
18 So as plaintiff argued that Williamsburg
19 County did control, maintain, or is responsible for
20 this building, it is just not the case. I mean,
21 Williamsburg County pays Williamsburg County
22 Development Corporation, this nonprofit entity, a
23 thousand dollars for rent, utilities, insurance,
24 and maintenance. So the fact that they did use
25 Williamsburg County's maintenance department

1 employees at some point before this incident, it
2 was still the responsibility of the Development
3 Corporation to hire people to clean and maintain
4 the building.
5 Your Honor, as far as plaintiff's arguments
6 as to discovery in that there is outstanding
7 discovery, like I said earlier, plaintiff's counsel
8 sent -- served discovery requests in, I believe,
9 December of 2024. Defendant's responded in March
10 of 2025. Since then, we have not heard anything
11 about any deficient answers, any Rule 11 letters,
12 no motions to compel filed. The first time that we
13 knew that they -- the response in opposition to our
14 motion for summary judgment stated that we have not
15 responded. So that is when we re-served them the
16 same responses. And I think a day or two after
17 they filed this response in opposition, they did
18 serve supplemental interrogatories or request for
19 production. The 30 days is not past since they
20 have served those discovery requests, and we have
21 not responded, but we will respond in due time
22 before the 30 days is up.
23 We have served some supplemental requests --
24 or supplementary discovery document production just
25 from a document that we found in our preparation of

1 this motion. I believe it was the correspondence
2 about the lease agreement from Williamsburg County
3 and the Development Corporation.
4 So as to the fact that there is outstanding
5 discovery, we've responded over a year ago, and we
6 never received any notice of any deficient
7 responses from plaintiffs.
8 Your Honor, also, I wanted to mention that
9 plaintiff's counsel has argued that there was no
10 mat at the door that plaintiff entered. If you
11 want to review the video -- we can pull it up, if
12 you would like -- there is a mat at the front door,
13 and you can see the plaintiff wiped her feet off at
14 the front door. I believe there is two mats laid
15 horizontally -- or vertically at the -- at that
16 door. So there was mats at that door. Regardless,
17 Williamsburg County does not own or maintain this
18 building, so we would still respectfully request
19 that the defendant's motion for summary judgment be
20 granted on that aspect.
21 Williamsburg County Development Corporation
22 assumingly has their own insurance that would cover
23 this claim. They would be the correct party for
24 plaintiff's claim.
25 Thank you, Your Honor.

1 MR. McKNIGHT: Your Honor, if I may have a
2 brief reply. Your Honor, their motion -- their
3 memorandum in support that lists the affidavit from
4 Mr. Mixon, they filed that at 6:30 p.m. on Friday,
5 March the 6th. And so they essentially filed
6 something after hours, on a weekend, and now wants
7 to hold us to the letter of the law of the rule,
8 when they filed this on the weekend when they
9 probably figured nobody would see it. So when I
10 finally saw it on Monday and Tuesday coming in,
11 that's when we addressed that. So while,
12 technically, not in compliance of the rule, I think
13 we get to be fed by the same spoon. If they can
14 come in serendipitously and at the end file motions
15 right before a hearing, and file memorandums and
16 affidavits, I think we should have the same
17 ability, too. So we respectfully ask that you
18 consider that affidavit as we've submitted it. And
19 that is all my reply. Thank you.
20 THE COURT: Okay. Is 20 days too quick for
21 proposed orders?
22 MS. BIRCHMORE: That's great. Thank you,
23 Your Honor.
24 MR. McKNIGHT: Thirty, Your Honor, please.
25 I'm a one-man show over here. I need a little bit

1 more time, please.
2 THE COURT: All right. You got it. Thirty
3 days.
4 MR. McKNIGHT: Thank you, Judge.
5 MS. BIRCHMORE: Thank you, Your Honor, I
6 appreciate it.
7 (Whereupon, the Webex hearing concluded.)
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 **CERTIFICATE OF TRANSCRIBER**

2

3 Case Name: Teavis Young v. Williamsburg County

4 Case No.: 2024-CP-45-00505

5 Date of Hearing: March 11, 2026

6 **********

7 I, Natalie Dahl, do hereby certify that the

8 foregoing transcript is a true and correct record

9 of the recorded proceedings; that said proceedings

10 were transcribed to the best of my ability from

11 the audio recording.

12 I do further certify that I am neither of

13 kin, counsel, nor have interest to any party

14 hereto.

15 *Natalie Dahl, RPR*

16 _____

17

18

19

20

21

22

23

24

25

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Case No. 2024-CP-45-00505

Teavis Young, ...Appellant,

v.

Williamsburg County, ...Respondent.

PROOF OF SERVICE

I hereby certify that I have served the Notice of Appeal on Williamsburg County by depositing a copy of it in the United States Mail and Electronic Mail postage prepaid, addressed to its attorneys of record David A. Anderson, Esquire and Lindsey H. Birchmore, Esquire at their office at Post Office Drawer 7788 Columbia, South Carolina 29202 danderson@richardsonplowden.com and lbirchmore@richardsonplowden.com.

Respectfully submitted this _____ day of _____, 2026.

LAW OFFICES OF
CEZAR MCKNIGHT

/s/ Cezar E. McKnight
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: documents@cezarmcknight.com
ATTORNEY FOR APPELLANT

1 STATE OF SOUTH CAROLINA **TRANSCRIPT OF RECORD**

2 COUNTY OF WILLIAMSBURG CASE NO.:2025-CP-45-00505

3 ***** TRANSCRIPTION OF WEBEX HEARING *****

4 ---

5 March 11, 2026

6 **BEFORE:** The Honorable Paul Burch

7 ---

8 TEAVIS YOUNG,

9 Plaintiff,

10 vs.

11 WILLIAMSBURG COUNTY,

12 Defendant.

13 ---

14

15 APPEARANCES:

16

17 Cezar McKnight, Esq.
Appearing for the Plaintiff.

18

Lindsay Birchmore, Esq.
19 Appearing for the Defendant.

20

21

22 Recorded by: Webex Courtroom

23 Transcriber: Natalie Dahl, RPR
SC Official Court Reporter

24

25

1 NOTE: *Pursuant to Rule 607 (H)(1)(B), SCACR "A*
2 *Court REPORTER SHALL RECEIVE THE FEE OF $1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED*
3 *TRANSCRIPT." All requests for a copy of the enclosed transcript shall be sent to:*
4 *ndahl@sccourts.org*

5 **INDEX**

6 Description Page

7 (NONE)

8
9
10
11
12
13
14
15

16 **EXHIBITS**

17 (NONE)

18
19
20

21 **Transcript Legend**

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
Phonetic (ph)	Indicates a phonetic word
(Inaudible)	Indicates word(s) are not discernable due to audio recording quality
(sic)	Word(s) said but may be incorrect

22
23
24
25

1 P R O C E E D I N G S

2 THE COURT: Looks like No. 5 will be the next
3 up. That's Young versus Williamsburg County.
4 MS. BIRCHMORE: Lindsay Birchmore on behalf
5 of Williamsburg County.
6 THE COURT: All right. I got you.
7 David Anderson?
8 MS. BIRCHMORE: I'm with David Anderson.
9 We're in the same office.
10 THE COURT: Okay. Who's on the other side?
11 Hodge? McKnight?
12 MR. McKNIGHT: Here, Your Honor. Good
13 morning. How are you, sir?
14 THE COURT: Fine.
15 What you all got?
16 MS. BIRCHMORE: Your Honor, may it please the
17 Court. I represent the defendant, Williamsburg
18 County. We're here today on our motion for summary
19 judgment.
20 THE COURT: All right. We got everybody we
21 need, fire away.
22 MS. BIRCHMORE: Thank you, Your Honor.
23 So this case arises from a slip and fall that
24 plaintiff alleges occurred while entering the
25 Williamsburg County Economic Development building,

1 in Williamsburg County, during a rainstorm. She
2 was going to pay her water bill. This happened
3 October 12 of 2023.
4 Your Honor, today we're here on behalf of our
5 motion for summary judgment. The evidence
6 establishes a few key points, one being that
7 Williamsburg County does not own or control the
8 entrance where this incident occurred.
9 For a little context, this is Williamsburg
10 County Economic Development building. Williamsburg
11 County operates the water and the sewer department
12 out of this building. There's also a few other
13 offices in this building; such as, I think the
14 congressman has an office in this building, and
15 there might be another department in this building.
16 Plaintiff alleged that she fell while walking
17 inside one of the entrances to this building.
18 So, Your Honor, Williamsburg County does not
19 own this building. Williamsburg County Development
20 Corporation, they bought this building back in 2012
21 from the bank, which used to own this building.
22 And the Development Corporation is a separate
23 entity from Williamsburg County. They are a
24 non-profit entity.
25 Your Honor, we've produced the deed, which

1 relays this information, and we've also produced
2 some correspondence between the Williamsburg
3 Development Corporation representative and the
4 Williamsburg County Water and Sewer representative
5 kind of laying out the terms of them occupying the
6 space in this building.
7 In that correspondence, back in 2013,
8 Williamsburg County Water and Sewer stated that
9 they would pay a thousand dollars per month for
10 rent, utilities, insurance, and maintenance to the
11 Development Corporation for use of this building.
12 So, Your Honor, our first argument is that
13 Williamsburg County did not owe a duty to
14 plaintiff. In this instance, Williamsburg County
15 doesn't own, maintain, or control the building
16 entrance where the plaintiff allegedly slipped and
17 fell.
18 Secondly, Your Honor, we have produced the
19 video evidence of this fall. There is actually
20 security camera footage of the incident. Your
21 Honor, this video shows plaintiff entering the
22 building in high-heeled shoes. She merely loses
23 her balance when walking inside the building. If
24 you want, we can show that video, but I believe
25 Your Honor has a copy of it as well. The video

1 doesn't show a slip on any water or any substance.
2 Plaintiff does allege in the complaint that
3 it was raining that day that she walked into the
4 building. She alleges she slipped on an unnatural
5 accumulation of water, but the video evidence
6 doesn't show any slip at all. It just kind of
7 shows a trip on her high heels. So because this
8 video contradicts plaintiff's theory of causation,
9 a reasonable jury could not find that a dangerous
10 condition caused plaintiff's fall.
11 Third, Your Honor, plaintiff's complaint
12 still states that there was significant rainfall at
13 the time of the incident, and case law in South
14 Carolina, in particular the South Carolina Court of
15 Appeals in Young versus Meeting Street Piggly
16 Wiggly, the court ruled that businesses cannot keep
17 floors completely free of rainwater during storms.
18 Anyone entering a building during rainfall can
19 reasonably expect moisture may be trapped inside.
20 So because this condition was open and
21 obvious, there was no duty to warn -- if there was
22 any duty at all to the County -- to warn plaintiff.
23 The evidence also shows that the County had
24 no actual or constructive notice of any dangerous
25 condition in this building that they don't own.

1 There's been no prior complaints, no prior
2 incidents. We've also produced the affidavit of
3 Lane Mixon (phonetic), which is the director of the
4 Water and Sewer Authority. They're the ones that
5 operate out of this building. He's -- he also
6 confirmed that there is no notice or any incidents
7 like this one in the past.
8 Lane Mixon also was the one that was
9 coordinating with the Williamsburg Development
10 Corporation to use this building, so he's
11 knowledgeable on that issue as well.
12 Lastly, Your Honor, even if the Court assumed
13 that the County did owe a duty to plaintiff in this
14 instance, the South Carolina Tort Claims Act still
15 bars this claim. The statute provides immunity for
16 losses resulting from temporary or natural
17 conditions caused by weather. This is Section
18 15-78-68. In particular, it says that snow or ice
19 conditions, or temporary or natural conditions, on
20 any public way or other public place due to weather
21 conditions, unless the snow or ice they're on is
22 affirmatively caused by a negligent act of the
23 employee, the statute provides immunity for losses.
24 So, Your Honor, there is no evidence that any
25 county employee created the condition here. There

1 was significant precipitation in the form of rain,
2 as alleged in plaintiff's complaint. Therefore, at
3 the end of the day, the County would be statutorily
4 immune from this claim.
5 I did want to point out briefly that
6 plaintiff's counsel did file a response in
7 opposition back in mid-February, but stated that
8 the defendants brought this motion prematurely
9 because they did not respond to discovery requests
10 sent by plaintiff. The record reflects that
11 defendant served responses to plaintiff's
12 interrogatories and request for production on
13 March 27, 2025, and those responses were reserved
14 out of an abundance of caution after receiving
15 those responses in opposition.
16 I'll note that plaintiffs never filed a
17 motion to compel or never raised any deficiency
18 issues with the defendant's, so I just wanted to
19 point that out for the Court. And the defendant
20 also provided the certificate of service for those
21 responses. So we argue that this motion isn't
22 premature.
23 So, in summary, Your Honor, the evidence
24 shows Williamsburg County did not own or control
25 this building or the entrance. They did not

1 maintain it, and the video evidence contradicts
2 plaintiff's theory of causation. And the alleged
3 condition, which is the rainwater during a storm,
4 is open and obvious. And this claim, at the end of
5 the day, would be protected under the Tort Claims
6 Act. So because there is no genuine issue of
7 material fact, Williamsburg County respectfully
8 requests that the Court grant summary judgment as
9 to the defendant's motion.
10 Thank you so much.
11 THE COURT: Thank you, Counsel.
12 All right. Mr. McKnight.
13 MR. McKNIGHT: Thank you, Your Honor. May it
14 please the Court. Your Honor, we submitted -- I
15 don't necessarily know where I want to go first. I
16 think we're going to go to the most obvious thing.
17 I've submitted to the Court an affidavit of a lady
18 whose name is Ruby McNight. She's been an employee
19 of the Williamsburg County government from 1992
20 until 2020. She worked in the maintenance
21 department. And under oath she's testified --
22 given a statement that, not only as part of her
23 duties as a Williamsburg County employee, she was
24 responsible for cleaning that building.
25 Beyond that fact, Your Honor, she also worked

1 with Mr. Mixon. And just so the Court will know
2 that that lady, Ruby McNight, is my mother. Her
3 and Lane, prior to my mother stopping smoking, were
4 smoking buddies who stood out behind the back of
5 that building and smoked.
6 So it's clear from the facts and the evidence
7 that we can provide that Williamsburg County
8 government had control of that building in that
9 they were responsible for the maintenance of it,
10 had their employees in there performing the
11 maintenance, particularly mopping up and cleaning
12 after rain spills and the like. They cleaned that
13 building every day, daily. And those were county
14 employees that did it.
15 So I think it's disingenuous, at best, to
16 suggest that Williamsburg County doesn't have
17 control over the building, because they do. And
18 all of the employees that work in that building,
19 save for the employees of Congressman Clyburn's
20 office, are all employees of Williamsburg County.
21 Beyond that, if you took the time to look at
22 the video, that video of Ms. Teavis Young -- and
23 the assertion that she has on high heels is
24 laughable. Does she have on a heel? Yes. Teavis
25 doesn't wear high-heel shoes. She's 54 years old,

1 never been married, and she's a missionary at the
2 methodist church down the street from my mother's
3 house. She is as conservative as one can be. So
4 she doesn't wear high heels.
5 If you look at what she's -- the video
6 doesn't give you an instance to see what is on the
7 floor, you just see her fall. So that video is not
8 dispositive of anything. In fact, the video
9 further lends credence to the fact that there is
10 a -- there is a genuine issue of material fact
11 before the Court for the trier of fact to decide.
12 So we ask that you set aside their motion to
13 dismiss on that.
14 Lastly, they -- there are discovery responses
15 that they have submitted were mostly, Your Honor,
16 of them objecting to -- essentially objecting to
17 every interrogatory that we had. What we then did
18 was sent subsequent ones that they just now
19 responded to. So that's why we filed the motion
20 saying that the issue wasn't ripe necessarily for a
21 motion for summary judgment, because there's still
22 issues of fact that can be borne out with more
23 discovery. No depositions have been taken yet.
24 You know, going past this, if we survive
25 summary judgment, we definitely intend on taking

1 depositions. But we don't believe that they've met
2 their burden under the law with regard to just
3 having their motion for summary judgment granted.
4 Give me just a second. I'm trying to scroll
5 through here. But let me hit some highlights so
6 the Court will know. Hold on. Let's see.
7 Item two, the defendant argues that it
8 doesn't own, maintain, or control the Williamsburg
9 County Economic Development building. Ownership,
10 however, is not the sole basis for premises
11 liability in South Carolina law. Liability arises
12 from control, maintenance, or responsibility for
13 the premises. The defendant also contends that the
14 fall resulted solely from a natural weather
15 condition. However, the plaintiff has alleged --
16 and will present evidence -- that the water
17 accumulation at the entrance was unnatural due to
18 the design, configuration, and maintenance of the
19 area.
20 If you look at the floors, Your Honor,
21 they've essentially got shiny marble floors at an
22 entrance with no mat that creates a slippery --
23 that creates an unnatural accumulation of water.
24 And so whether the accumulation of water is natural
25 or unnatural, or whether the entrance design

1 contributed to the hazard, and whether the
2 defendant exercised reasonable care are classic
3 questions of fact for a jury. Those issues cannot
4 be resolved as a matter of law at the summary
5 judgment stage.
6 The defendant's reliance on Code 15-78-68,
7 Paragraph A, is misplaced. Immunity under that
8 provision does not apply where a hazardous
9 condition is affirmatively caused or exacerbated by
10 negligent acts or omissions, including negligent
11 design, inspection, or maintenance.
12 So -- and whether the defendant has actual
13 constructive notice of the hazardous condition, and
14 whether its inspection procedures were reasonable,
15 and whether the harm the plaintiff was foreseeable,
16 are all questions for the jury. And South Carolina
17 courts have consistently held that such issues are
18 ill suited for summary judgment, particularly in
19 premises liability cases.
20 So we believe that they failed to meet their
21 burden under Rule 56. Its motion was premature due
22 to outstanding discovery, and improperly shifts the
23 burden to the plaintiff, and ignores multiple
24 genuine issues of material fact.
25 So with all of that in mind, Your Honor, we

1 respectfully submit to the Court, and ask the
2 Court, to deny their motion for summary judgment,
3 let this matter continue on, and go towards --
4 further in litigation, if necessary.
5 Thank you.
6 THE COURT: All right. Anything else?
7 MS. BIRCHMORE: If I could respond briefly,
8 Your Honor, I would appreciate it. As to
9 plaintiff's counsel's argument regarding the
10 affidavit that he submitted of his mother, Ruby
11 McNight, this was filed yesterday at 4:00 p.m. I
12 would like to point to Rule 60. This rule states
13 that opposing affidavits may be served no later
14 than two days before the hearing, unless the Court
15 permits them to be served at some other time, and
16 that the moving party may serve reply affidavits at
17 any time prior to the hearing -- or before the
18 hearing commences.
19 This affidavit was filed yesterday at
20 4:00 p.m. We haven't had time to prepare a
21 response affidavit to this affidavit as called for
22 by Rule 60. So, Your Honor, we respectfully
23 request that the Court not consider this affidavit
24 because it was filed less than 24 hours ago.
25 I will state, though, we did have a chance to

1 look at the affidavit, and we did call the County
2 regarding this. Williamsburg County Development
3 Corporation coordinates all of the cleaning of this
4 building. During this time, until 2020 I believe,
5 they were using Williamsburg County maintenance
6 employees. They hired them separately. The County
7 wasn't in charge of cleaning up. The Development
8 Corporation was using those maintenance employees
9 to clean the building.
10 Your Honor, this fall occurred in 2023, and
11 in 2020 the Williamsburg County Development
12 Corporation hired on a third-party cleaning
13 service, Rose Cleaning, to clean the building.
14 They have been cleaning the building since 2020.
15 So during the time that this incident occurred, no
16 Williamsburg County employees were cleaning or
17 maintaining this building.
18 So as plaintiff argued that Williamsburg
19 County did control, maintain, or is responsible for
20 this building, it is just not the case. I mean,
21 Williamsburg County pays Williamsburg County
22 Development Corporation, this nonprofit entity, a
23 thousand dollars for rent, utilities, insurance,
24 and maintenance. So the fact that they did use
25 Williamsburg County's maintenance department

1 employees at some point before this incident, it
2 was still the responsibility of the Development
3 Corporation to hire people to clean and maintain
4 the building.
5 Your Honor, as far as plaintiff's arguments
6 as to discovery in that there is outstanding
7 discovery, like I said earlier, plaintiff's counsel
8 sent -- served discovery requests in, I believe,
9 December of 2024. Defendant's responded in March
10 of 2025. Since then, we have not heard anything
11 about any deficient answers, any Rule 11 letters,
12 no motions to compel filed. The first time that we
13 knew that they -- the response in opposition to our
14 motion for summary judgment stated that we have not
15 responded. So that is when we re-served them the
16 same responses. And I think a day or two after
17 they filed this response in opposition, they did
18 serve supplemental interrogatories or request for
19 production. The 30 days is not past since they
20 have served those discovery requests, and we have
21 not responded, but we will respond in due time
22 before the 30 days is up.
23 We have served some supplemental requests --
24 or supplementary discovery document production just
25 from a document that we found in our preparation of

1 this motion. I believe it was the correspondence
2 about the lease agreement from Williamsburg County
3 and the Development Corporation.
4 So as to the fact that there is outstanding
5 discovery, we've responded over a year ago, and we
6 never received any notice of any deficient
7 responses from plaintiffs.
8 Your Honor, also, I wanted to mention that
9 plaintiff's counsel has argued that there was no
10 mat at the door that plaintiff entered. If you
11 want to review the video -- we can pull it up, if
12 you would like -- there is a mat at the front door,
13 and you can see the plaintiff wiped her feet off at
14 the front door. I believe there is two mats laid
15 horizontally -- or vertically at the -- at that
16 door. So there was mats at that door. Regardless,
17 Williamsburg County does not own or maintain this
18 building, so we would still respectfully request
19 that the defendant's motion for summary judgment be
20 granted on that aspect.
21 Williamsburg County Development Corporation
22 assumingly has their own insurance that would cover
23 this claim. They would be the correct party for
24 plaintiff's claim.
25 Thank you, Your Honor.

1 MR. McKNIGHT: Your Honor, if I may have a
2 brief reply. Your Honor, their motion -- their
3 memorandum in support that lists the affidavit from
4 Mr. Mixon, they filed that at 6:30 p.m. on Friday,
5 March the 6th. And so they essentially filed
6 something after hours, on a weekend, and now wants
7 to hold us to the letter of the law of the rule,
8 when they filed this on the weekend when they
9 probably figured nobody would see it. So when I
10 finally saw it on Monday and Tuesday coming in,
11 that's when we addressed that. So while,
12 technically, not in compliance of the rule, I think
13 we get to be fed by the same spoon. If they can
14 come in serendipitously and at the end file motions
15 right before a hearing, and file memorandums and
16 affidavits, I think we should have the same
17 ability, too. So we respectfully ask that you
18 consider that affidavit as we've submitted it. And
19 that is all my reply. Thank you.
20 THE COURT: Okay. Is 20 days too quick for
21 proposed orders?
22 MS. BIRCHMORE: That's great. Thank you,
23 Your Honor.
24 MR. McKNIGHT: Thirty, Your Honor, please.
25 I'm a one-man show over here. I need a little bit

1 more time, please.

2 THE COURT: All right. You got it. Thirty

3 days.

4 MR. McKNIGHT: Thank you, Judge.

5 MS. BIRCHMORE: Thank you, Your Honor, I

6 appreciate it.

7 (Whereupon, the Webex hearing concluded.)

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 **CERTIFICATE OF TRANSCRIBER**

2

3 Case Name: Teavis Young v. Williamsburg County

4 Case No.: 2024-CP-45-00505

5 Date of Hearing: March 11, 2026

6 **********

7 I, Natalie Dahl, do hereby certify that the

8 foregoing transcript is a true and correct record

9 of the recorded proceedings; that said proceedings

10 were transcribed to the best of my ability from

11 the audio recording.

12 I do further certify that I am neither of

13 kin, counsel, nor have interest to any party

14 hereto.

15 Natalie Dahl, RPR

16

17

18

19

20

21

22

23

24

25

RECEIVED
Aug 05 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Case No. 2024-CP-45-00505

Teavis Young, ...Appellant,

v.

Williamsburg County, ...Respondent.

PROOF OF SERVICE

I hereby certify that I have served the Notice of Appeal on Williamsburg County by depositing a copy of it in the United States Mail and Electronic Mail postage prepaid, addressed to its attorneys of record David A. Anderson, Esquire and Lindsey H. Birchmore, Esquire at their office at Post Office Drawer 7788 Columbia, South Carolina 29202 danderson@richardsonplowden.com and lbirchmore@richardsonplowden.com.

Respectfully submitted this _____ day of _____, 2026.

LAW OFFICES OF
CEZAR MCKNIGHT

/s/ Cezar E. McKnight
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: documents@cezarmcknight.com
ATTORNEY FOR APPELLANT

RECEIVED
Aug 05 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Case No. 2024-CP-45-00505

Teavis Young, ...Appellant,

v.

Williamsburg County, ...Appellee.

PROOF OF SERVICE

I hereby certify that I have served the Notice of Appeal on Williamsburg County by depositing a copy of it in the United States Mail and Electronic Mail postage prepaid, addressed to its attorneys of record David A. Anderson, Esquire and Lindsey H. Birchmore, Esquire at their office at Post Office Drawer 7788 Columbia, South Carolina 29202 danderson@richardsonplowden.com and lbirchmore@richardsonplowden.com.

Respectfully submitted this _____ day of _____, 2026.

/s/ Cezar E. McKnight
126 West Mill Street
Post Office Box 949
Kingstree, South Carolina 29556
Telephone: (843)374-4529
Facsimile: (843)401-0197
Email: documents@cezarmcknight.com
ATTORNEY FOR APPELLANT