

Oct 02 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Elyse Decker,

Plaintiff,

vs.

Caishen II, LLC and Columbia
Property Management, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Civil Action No. 2025-CP-40-03138

**ORDER GRANTING DEFENDANT
COLUMBIA PROPERTY
MANAGEMENT, LLC'S MOTION FOR
SUMMARY JUDGMENT**

This matter came before the Court on separate motions for summary judgment filed by Defendants Caishen II, LLC and Columbia Property Management, LLC. A hearing on both motions was held before the Court on May 19, 2026. Defendant Columbia Property Management was represented by Stephen Foster, Defendant Caishen II, LLC was represented by Stephen Porter and Kevin Maroney, and Plaintiff was represented by Brady Thomas. For the reasons set forth herein, having considered the parties' memoranda, the arguments heard at the hearing on May 19, 2026, and the applicable law, this Court hereby GRANTS Defendant Columbia Property Management, LLC's Motion for Summary Judgment.

FACTUAL/PROCEDURAL BACKGROUND

Plaintiff's Complaint alleged that on February 23, 2023, she was visiting her daughter, a tenant residing at 1722 Heyward Street, Apartment F, Columbia, South Carolina (hereinafter "Property"), when she tripped over a hazardous condition on the patio and fell. Plaintiff further alleged that the defendants knew or should have known of a dangerous condition on the premises. Plaintiff contended that this incident caused her significant physical and mental injuries, which required a variety of medical treatments.

The Property is owned by Defendant Caishen II, LLC, and was managed by Defendant Columbia Property Management, LLC, at the time of the alleged incident.

At her deposition, Plaintiff testified that she was visiting her daughter, Alayna Causey, at the Property on February 23, 2023. Plaintiff explained that on the night of the alleged incident, she fell at the top of the stairs leading into the front entrance of the Property. Plaintiff stated that she initially walked out on the front porch to smoke a cigarette with Causey. Plaintiff testified that as she went to walk down the steps from the front porch, she tripped on the bricks of the floor of the porch and fell down the steps leading to the sidewalk. However, Plaintiff also testified that she could not remember if her shoe caught on uneven bricks; she just “knows” there was nothing else there on which she could trip.

Plaintiff explained that she had previously visited Causey at the Property “many times” prior to the incident because Plaintiff’s grandson lived there, so she visited “a lot.” Plaintiff maintained that she did not regularly walk on the stairs leading to the front entrance because she mostly used the back entrance to the unit when visiting. However, Plaintiff testified that when she did use the front entrance, she walked up the stairs both at night and during the daytime. Specifically, Plaintiff testified that she walked up and down the front steps and across the front porch some number of times between zero and ten without incident prior to the night of the alleged incident, and conceded that she saw the front porch the same number of times. Further, Plaintiff testified that on the date of the alleged incident, anything that was on the front porch was visible to anyone who walked up or down it. Separately, Plaintiff testified that she had never spoken to anyone at Defendant’s business, which managed the Property.

Causey also testified at her deposition that Plaintiff visited her at the Property, which she began renting in June 2021, on the night of the alleged incident. Causey stated that at some point

in the evening, she and Plaintiff went out on the front porch together to smoke. Causey testified that she observed Plaintiff step out ahead of her and onto the front porch, where Plaintiff immediately tripped and fell. However, Causey admitted that she was not looking down at Plaintiff's feet and did not observe the cause of her fall. Causey reiterated Plaintiff's testimony that Plaintiff used the front steps and porch of the Property some number of times prior to the date of the alleged incident.

Causey further testified that she was aware of the condition of the bricks on the porch at the time she began renting the Property in June 2021. Causey stated that the alleged condition was located in the center of the porch and was never obscured from view the entire time she was living at the Property. Causey also testified that she and Plaintiff had discussions about the condition of the bricks on the front porch prior to the date of the alleged incident, and that Plaintiff was aware of the alleged condition. When discussing Plaintiff's knowledge of the condition, Causey further stated that prior to the date of the alleged incident, Plaintiff had seen the condition of the porch. Causey reiterated that Plaintiff was "fully aware" of the alleged hazardous condition on the front porch at the time of the alleged incident. In fact, Causey admitted that she and Plaintiff avoided the front porch because of the condition of the bricks prior to the date of the alleged incident, which she considered to be a hazard.

Causey also testified that she did not possess any documentation showing that she notified Columbia Property Management, LLC, of a hazardous condition on the porch at the Property prior to the date of the alleged incident.

Rebecca Fouche, Columbia Property Management, LLC's broker-in-charge, testified that Columbia Property Management, LLC, was not aware of any hazardous condition on the front

porch of the Property prior to the date of the alleged incident, and that no notice was ever given of such a condition.

In addition, on June 20, 2025, in response to Defendant Caishen II, LLC's First Requests for Admission, Plaintiff admitted that she was a social guest at the Property on the date of the alleged incident.

On February 25, 2026, Columbia Property Management, LLC, filed the present Motion for Summary Judgment. Caishen II, LLC, likewise filed its Motion for Summary Judgment on the same date. The parties subsequently filed memoranda in support of their respective positions, and the Court heard both motions on May 19, 2026.

STANDARD OF REVIEW

The purpose of summary judgment is "to expedite disposition of cases which do not require the services of a factfinder." *S. Glass & Plastics Co. v. Duke*, 367 S.C. 421, 427, 626 S.E.2d 19, 22 (Ct. App. 2005) (citing *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). 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. See Rule 56(c), SCRCP; *Knight v. Austin*, 396 S.C. 518, 521-22, 722 S.E.2d 802, 804 (2012); *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023) (eliminating the "mere scintilla" standard and holding the proper standard is the "genuine issue of material fact" standard set forth in the text of Rule 56(c), SCRCP).

In determining whether a genuine issue of fact exists, a court must assume as true the evidence of the nonmoving party and draw all *reasonable* inferences in favor of that party. *David v. McLeod Reg'l Med. Ctr.*, 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). Summary judgment is appropriate "where 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.” *Quail Hill, LLC v. County of Richland*, 387 S.C. 223, 234–35, 692 S.E.2d 499, 505 (2010) (quoting Rule 56(c), SCRCP). Thus, “when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” *BPS, Inc. v. Worthy*, 362 S.C. 319, 326, 608 S.E.2d 155, 159 (Ct. App. 2005).

ANALYSIS

At this juncture, based on all evidence in the record, there is no genuine issue of material fact as to Plaintiff’s causes of action. Plaintiff was a licensee at the time of the alleged incident, and Columbia Property Management, LLC, owed Plaintiff only the duty to warn her of *hidden* dangerous conditions known to it. All evidence in the record demonstrates that Plaintiff knew of the alleged condition prior to the incident, and Plaintiff cannot establish actual or constructive knowledge of a hidden dangerous condition on the part of Columbia Property Management, LLC. Accordingly, Columbia Property Management, LLC, is entitled to summary judgment.

Plaintiff must prove the following elements to establish a cause of action for negligence: (1) a duty of care owed to the plaintiff by the defendant; (2) a breach of that duty by some act or omission; and (3) that the plaintiff suffered damages as a proximate result of the breach. *Staples v. Duell*, 329 S.C. 503, 506, 494 S.E.2d 639, 641 (Ct. App. 1997). “The absence of any one of these elements renders the cause of action insufficient.” *Washington v. Lexington Cty. Jail*, 337 S.C. 400, 405, 523 S.E.2d 204, 206 (Ct. App. 1999).

A social guest is a licensee. A licensee is a person who is privileged to enter upon land by virtue of the possessor's consent. The possessor is under no obligation to exercise care to make the premises safe for his reception, and is under no duty toward him except:

- (a) To use reasonable care to discover him and avoid injury to him in carrying on activities upon the land.
- (b) To use reasonable care to warn him of any *concealed dangerous conditions* or activities which are known to the possessor, or of any change in the condition of the premises which may be dangerous to him, and which he may reasonably be expected to discover.

Neil v. Byrum, 288 S.C. 472, 473, 343 S.E.2d 615, 616 (1986) (emphasis in original) (citations omitted). “[S]ince a licensee is there for his own benefit, he can be said to accept the premises as they are and demand no greater safety than his host provides himself.” *Sims v. Giles*, 343 S.C. 708, 721, 541 S.E.2d 857, 864 (Ct. App. 2001) (citing F.P. Hubbard & R.L. Felix, *The South Carolina Law of Torts* 111 (2d ed.1997)). Further, “[t]he duty owed to a licensee differs from the duty owed to an invitee ‘in that the [landowner] has no duty to search out and discover dangers or defects in the land or to otherwise make the premises safe for a licensee.’” *Singleton v. Sherer*, 377 S.C. 185, 201, 659 S.E.2d 196, 204 (Ct. App. 2008).

First, Plaintiff has admitted that she was a social guest. *See Neil*, 288 S.C. at 473, 343 S.E.2d at 616 (“A social guest is a licensee”). Because Plaintiff was a licensee, Columbia Property Management, LLC, owed “no duty to search out and discover dangers or defects” at the Property or “otherwise make the premises safe” for Plaintiff. *Singleton*, 377 S.C. at 201, 659 S.E.2d at 204. Thus, to the extent a hazardous condition may have existed at the Property, the only duty either defendant may have owed Plaintiff was the duty to “use reasonable care to warn [her] of any *concealed* dangerous conditions or activities which [were] known to” them. *Neil*, 288 S.C. at 473, 343 S.E.2d at 616. This is where Plaintiff’s case ultimately fails because Plaintiff has *admitted* that she walked over the alleged uneven bricks multiple times prior to the date of the incident, and had seen the condition of the bricks when doing so.

In her memorandum in opposition to summary judgment, Plaintiff filed an affidavit with this Court. In her affidavit, Plaintiff claims that, though she traversed the alleged uneven bricks prior to the date of the incident on several occasions and “had previously seen and used the area, [she] did not appreciate that the condition of the brick landing posed a tripping hazard or dangerous condition.” Thus, Plaintiff expressly admitted that the condition of the bricks was not hidden or concealed, and this is the pertinent material fact on which Columbia Property Management, LLC’s motion can be decided. Whether Plaintiff “appreciated” any supposed danger is irrelevant under the facts of the present case. While this Court acknowledges that, in certain rare instances, a condition could exist that requires special knowledge to appreciate its danger, Plaintiff’s case does not present such an instance. *See, e.g., Lewis v. Circle K Stores, Inc.*, 175 F.4th 520, 525 (D.S.C. 2026) (holding that, where the application of a chemical agent to concrete could not be detected by the naked eye, despite the appearance of wetness, the plaintiff could not be expected to appreciate the hazard without additional information); *Id.* (“Indeed, differentiating between concrete made wet from pure water and concrete made wet from a mixture of water and powdered chemicals can be a difficult task. The range of human vision does not extend to molecular composition, and thus we rely on context clues, such as effervescence, iridescence, discoloration, or smell. Absent such indicia, ‘a reasonable inspection of the concrete entrance’ would not discern any latent hazard.” (citation omitted)). Here, Plaintiff concedes that the alleged condition consisted of uneven brick, and, therefore, no special knowledge was needed to ascertain the nature of the condition.

In addition, Plaintiff also admitted that on the date of the incident, anything that was on the front porch was visible to anyone who walked up or down it. Causey, who was the tenant at the Property, testified that she and Plaintiff had spoken about the alleged condition prior to the date of

the incident. Causey made abundantly clear that she had been aware of the alleged condition from the time she moved into the Property, and that she and Plaintiff “avoided the front porch because of the issue,” which she recognized as a “hazard.” Thus, almost by definition, the condition of the front porch was not concealed, and Plaintiff cannot satisfy the duty or breach elements of negligence under South Carolina law. *See Neil*, 288 S.C. at 473, 343 S.E.2d at 616; *Sims*, 343 S.C. at 721, 541 S.E.2d at 864; *Singleton*, 377 S.C. at 201, 659 S.E.2d at 204.

Indeed, *Neil* is highly analogous to the present case. In *Neil*, the plaintiff was a social guest at a party at the defendant’s house who fell on the back steps of the house. *See Neil*, 288 S.C. at 472, 343 S.E.2d at 616. The brick steps were approximately three and a half feet high and did not have a barrier or railing on either side. *Id.* Because there was no landing at the top of the steps, it was impossible to stand on the top step and open the back door. *Id.* at 472-73, 343 S.E.2d at 616. Rather than stepping back one or two steps, the plaintiff tried to make room for the door to open by moving to the left side of the steps, moved too far to the left, and consequently fell off the steps. *Id.* at 473, 343 S.E.2d at 616. Our Supreme Court, noting that the plaintiff was a licensee, held that if “the danger posed by the steps was not hidden or concealed, then [the plaintiff] had the duty to discover and avoid the danger.” *Id.* Given the undisputed facts of the case, the Court reasoned as follows:

Under the present facts, neither the steps themselves nor their position in relation to the door constitute a latent or concealed danger. The [plaintiff] admitted that she noticed that the steps had no railings before she started up them. The width of the steps and the position of the steps in relation to the rear door are open and obvious conditions which were readily visible at the time the accident occurred. A licensee cannot recover for an injury caused by known dangers or risks inherent to a place. *Smiley v. Southern R. Co.*, 184 S.C. 130, 191 S.E. 895 (1937). This Court refuses to make every landowner an insurer of the safety of their social guests. *See House v. European Health Spa*, 269 S.C. 644, 239 S.E.2d 653 (1977) (Court refused to make business owner an insurer of the safety of an invitee).

Even when viewed in the light most favorable to the [plaintiff], there is no evidence which could reasonably support the conclusion that the [defendant] was negligent.

Id. at 474, 343 S.E.2d at 616.

The present case is no different. There is no question of material fact on the question of whether the condition of the bricks was concealed. All evidence in the record demonstrates that it was not. Plaintiff herself expressly admitted that she was fully aware of the condition of the bricks prior to the alleged incident. Thus, because there is no evidence of a concealed hazardous condition at the Property, Plaintiff's case fails as a matter of law. *See Staples*, 329 S.C. at 506, 494 S.E.2d at 641 (holding a plaintiff must prove the following three elements to establish a cause of action for negligence: (1) a duty of care owed to the plaintiff by the defendant; (2) a breach of that duty by some act or omission; and (3) that the plaintiff suffered damages as a proximate result of the breach); *Neil*, 288 S.C. at 474, 343 S.E.2d at 616.

Secondarily, to the extent a condition existed, it was open and obvious to Plaintiff, absolving Columbia Property Management, LLC, of any liability. *See Fountain v. Fred's, Inc.*, 436 S.C. 40, 50, 871 S.E.2d 166, 171 (2022) (holding a landowner is not liable to his invitees for harm caused by any condition on the land whose danger is known or obvious to them). Plaintiff's and Causey's testimony on this issue negates the duty element of negligence as a matter of law, regardless of Plaintiff's status while visiting the Property. *See Padgett v. Colleton Cty.*, 383 S.C. 431, 438, 679 S.E.2d 533, 537 (Ct. App. 2009) (holding "[a] possessor of land is not liable to his invitees for physical harm caused to them by any activity or condition on the land whose danger is known or obvious to them, unless the possessor should anticipate the harm despite such knowledge or obviousness." (quoting *Callender v. Charleston Doughnut Corp.*, 305 S.C.123, 124, 406 S.E.361, 362 (1991))).

Lastly, Plaintiff argues that the foregoing analysis is not applicable to this case because the defendants assumed a duty to repair the bricks after Causey reported the condition to Columbia Property Management, LLC, and Plaintiff's negligence cause of action rests on this duty. While Causey testified that she reported the condition prior to the alleged incident, and Fouche testified that Causey did not report the condition prior to the alleged incident, this discrepancy does not create a material factual dispute. It is immaterial whether Causey reported the condition of the bricks prior to the alleged incident, because even if she did, this would, at most, give rise to a duty to repair the bricks with respect to *Causey*. The assumption of a duty arises when a party, through affirmative action, assumes an obligation that benefits another party. *See Carson v. Adgar*, 326 S.C. 212, 218, 486 S.E.2d 3, 6 (1997) (holding that "the plaintiff must show 'the defendant did more than act, but through affirmative action assumed an obligation or intended to render services for the benefit of another'" (citations omitted)). When such an obligation is voluntarily undertaken, the actor assumes the duty to use due care. *Id.* at 217, 486 S.E.2d at 5. Therefore, the only duty that could have been undertaken by Columbia Property Management, LLC, with respect to the bricks would be a duty to Causey, the tenant of the Property. However, Causey is not a party to this action, and there is no basis in fact or law to extend this duty to Plaintiff. Extending such a duty to Plaintiff would effectively negate the holding in *Neil*. Therefore, this argument fails.

All material facts in the case have been established, and Columbia Property Management, LLC, is not liable to Plaintiff as a matter of law. Accordingly, because there are no remaining issues of material fact, Columbia Property Management, LLC, is entitled to summary judgment. *See* Rule 56(c), SCRCF (providing summary judgment should be granted if the movant shows 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").

CONCLUSION

All material facts necessary to decide the matter in favor of Columbia Property Management, LLC, are resolved, and no genuine issue of material fact remains. Accordingly, Columbia Property Management, LLC's Motion for Summary Judgment is hereby **GRANTED**.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Richland Common Pleas

Case Caption: Elyse Decker vs Caishen Ii Llc , defendant, et al

Case Number: 2025CP4003138

Type: Order/Summary Judgment

So Ordered

s/ Thomas W. McGee III, Judge Code 2786