

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY

Maite Murphy, Circuit Court Judge

Lower Court Case Number 2025-CP-18-00640

Deborah Bowles, Appellant,

v.

City of North Charleston, IMC Charleston, LLC, and Wescott Plantation, Defendants,
of which City of North Charleston is the Respondent.

Appellate Case No. 2026-000775

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER	)	FOR THE FIRST CIRCUIT
DEBORAH BOWLES,	)	
	)	CASE NO: 2025-CP-18-00640
Plaintiff,	)	
vs.	)	
	)	ORDER GRANTING DEFENDANT CITY
	)	OF NORTH CHARLESTON'S
CITY OF NORTH CHARLESTON,	)	MEMORANDUM IN SUPPORT OF
IMC CHARLESTON, LLC,	)	MOTION TO DISMISS
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

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

FACTS OF CASE

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

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

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

Insufficiency of Process and Insufficiency of Service of Process

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

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

Motion to Dismiss for Statute of Limitations

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

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

Rule 15(c), SCRCP states:

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

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

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

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

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

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

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

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

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

CONCLUSION

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

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

IT IS ORDERED.

_____, 2026
Summerville, South Carolina

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



Dorchester Common Pleas

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

Case Number: 2025CP1800640

Type: Order/Dismissal

So Ordered

s/ Maite Murphy 2166

Electronically signed on 2026-02-26 11:23:06 page 6 of 6

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEASE
COUNTY OF DORCHESTER	)	IN THE FIRST JUDICIAL CIRCUIT
DEBORAH BOWLES,	)	
	)	CAFN: 2025-CP-18-
Plaintiff,	)	
	)	
vs.	)	SUMMONS
	)	(JURY TRIAL DEMANDED)
CITY OF SUMMERVILLE,	)	
DORCHESTER COUNTY PUBLIC	)	
WORKS, DORCHESTER COUNTY,	)	
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

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ATTORNEY FOR PLAINTIFF

North Charleston, South Carolina
March 25, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEASE
COUNTY OF DORCHESTER	)	IN THE FIRST JUDICIAL CIRCUIT
	)	
DEBORAH BOWLES,	)	
	)	CAFN: 2025-CP-18-
Plaintiff,	)	
	)	
vs.	)	COMPLAINT
	)	(JURY TRIAL DEMANDED)
CITY OF SUMMERVILLE,	)	
DORCHESTER COUNTY PUBLIC	)	
WORKS, DORCHESTER COUNTY,	)	
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

The Plaintiff, Deborah Bowles (hereinafter “Plaintiff”), complaining of the above-named Defendants would respectfully show the Court a follows:

1. Plaintiff is a citizen and resident of Dorchester County, State of South Carolina.
2. The Defendants, City of Summerville, Dorchester County Public Works and Dorchester County, and Wescott Plantation (hereinafter “Defendants”), are governed entities within the meaning of the South Carolina Tort Claims Act; and, at all times relevant hereto, owned, possessed, maintained, managed, and were responsible for the area where Plaintiff was injured and for the safety of the same, specifically the sidewalks located on Law Boulevard and Ayscough Road in North Charleston, South Carolina 29485.
3. This court has subject matter jurisdiction over the claims asserted herein, personal jurisdiction over the Parties hereto, and venue is proper in Dorchester County.

FACTS

4. Plaintiff hereby restates each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

5. Plaintiff owns property in the neighborhood of Wescott Plantation and is an express invitee with access and permission to use the sidewalks.

6. On March 27, 2023, Plaintiff was taking a walk and utilizing the sidewalk at the intersection of Law Boulevard and Asycough Road located in the Wescott Plantation neighborhood in Summerville, South Carolina. While on that walk, Plaintiff tripped and fell on the sidewalk.

7. The location of the fall was within the legal limits of the Wescott Plantation neighborhood.

8. The sidewalk was uneven and unlevel, presenting an existing artificial condition that caused Plaintiff to fall.

9. When Plaintiff fell, she braced herself with both hands and upper extremities suffering injury to her right rotator cuff, left rotator cuff, a laceration to her face, a broken bone in her nose and sprain to her right knee.

10. One or more of the above captioned Defendants designed, constructed, maintained, controlled, and/or owned the common area of the walkways and paths surrounding the area of Wescott Plantation.

11. In failing to repair the existing artificial condition, the Defendants left an existing artificial condition that caused injury to the Plaintiff.

12. In failing to maintain and repair the sidewalks and walking paths, Defendant also failed to warn its owners or their guests of the uneven tread depths, unlevel treads, and absence of graspable handrails.

13. The Defendants' actions and omissions described in Paragraphs above made the sidewalk unreasonably dangerous for its intended use.

14. On March 27, 2023, and at the above location, Plaintiff was acting with due regard for her own safety when she encountered the unknown, dangerous condition on Defendants' property.

15. Defendants knew and/or should have known of the dangerous condition in the exercise of reasonable inspection but failed to correct the same.

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

16. Plaintiff hereby restates each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

17. At all times relevant to this Complaint, the Defendants had a duty to use reasonable care in maintaining the premises to ensure that the area was safe for Plaintiff's use.

18. At all times relevant to this Complaint, the Defendants had a duty to comply with the application building and safety code regulations.

19. At all times relevant to this Complaint, the Defendants had a duty to warn Plaintiff of any latent or hidden dangers, of which Defendants had knowledge or should have had knowledge with reasonable inspection.

20. At all times relevant to this Complaint, the Defendants had a duty to warn Plaintiff of any known or obvious dangers that Defendants should have reasonably anticipated would cause Plaintiff harm despite such knowledge or obviousness.

21. Defendants knew or should have known that people would be walking on the sidewalks of the Wescott Plantation neighborhood.

22. Defendants knew or should have known that the uneven concrete was in violation of applicable building and safety code regulations.

23. Defendants knew or should have known that the sidewalk's uneven tread depths created a latent, hidden, or unreasonably unsafe defect and/or condition that could cause someone to fall and be seriously injured.

24. Defendants' failure to remedy or warn Plaintiff of this unreasonably dangerous defect or condition prevented Plaintiff from noticing, seeing, or recognizing the condition of the sidewalk.

25. Plaintiff's injuries and damages were directly and proximately caused by the careless, negligent, grossly negligent, willful, wanton, reckless, and unlawful acts of Defendants in one or more of the following particulars:

- a. Failure to properly inspect and maintain the condition of the subject sidewalk;
- b. Failing to remedy the dangerous condition in the subject sidewalk that caused Plaintiff to trip and fall;
- c. Failing to warn Plaintiff of the dangerous condition in the subject sidewalk that caused Plaintiff to trip and fall;
- d. Failing to act as a reasonable personable or entity under the circumstances;
- e. Failing to hire adequately trained personnel;
- f. Failing to adequately train and manage personnel;
- g. Failing to develop and apply adequate policies and procedures applicable to safety of patrons on Defendants' property;
- h. Failing to comply with the applicable building and safety code regulations; and
- i. In such other and further particulars as the evidence may show.

26. All of the above acts of negligence, negligence per se, willful, wanton, careless and reckless conduct are in violation of the statutes, regulations, rules and laws of the State of South

Carolina, and are the direct and proximate cause of the injuries and damages suffered by the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Negligence, Negligence *Per Se*, Gross Negligence)

27. Each preceding paragraph of this Complaint is hereby referenced and re-alleged verbatim.

28. Defendants are liable to Plaintiff for being negligent, careless, grossly negligent, and wantonly reckless in one or more of the following particulars:

- a. In failing to properly construct the sidewalk/walkway.
- b. In failing to adhere to municipal codes, state law, and industry standards in designing and constructing the sidewalk/walkway.
- c. In failing to install and maintain even tread depths.
- d. In failing to maintain level treads;
- e. In failing to properly maintain the sidewalk and make reasonable repairs;
- f. In failing to follow up on repairs of the sidewalk prior to the fall;
- g. In failing to warn owners and their guests of the unreasonably dangerous condition of the sidewalk; and
- h. Other particulars that will be developed through the discovery process.

29. Each and all of the breaches of duty were the direct and proximate cause(s) of the damages and injuries suffered by Plaintiff herein, said acts being in violation of the statutory and common laws of the State of South Carolina.

Prayer for Relief

Wherefore, Plaintiff hereby demands a jury trial and respectfully prays for a judgment against Defendants for actual damages; nominal damages, punitive damages, in a constitutionally

permissible amount; for the costs of this action, including attorney's fees; and for such relief that the Court may deem just and proper.

Respectfully submitted,

HARTMAN LAW FIRM, LLC

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ATTORNEY FOR PLAINTIFF

North Charleston, South Carolina
March 25, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	
	)	CASE NO: 2025-CP-18-00640
DEBORAH BOWLES,	)	
	)	
Plaintiff,	)	
vs.	)	DEFENDANTS DORCHESTER COUNTY
	)	PUBLIC WORKS AND DORCHESTER
CITY OF SUMMERVILLE,	)	COUNTY'S ANDWER, AFFIRMATIVE
DORCHESTER COUNTY PUBLIC	)	DEFENSES AND MOTIONS TO STRIKE
WORKS, DORCHESTER COUNTY, and	)	
WESTCOTT PLANTATION,	)	
	)	(Jury Trial Demanded)
Defendants.	)	
	)	

TO: DEBORAH BOWLES, PLAINTIFF, AND JAMES HARTMAN, III, ESQUIRE:

Defendants Dorchester County and Dorchester County Public Work's ("Defendant"), by and through its undersigned counsel, answers the Complaint of Plaintiff and sets forth its defenses as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Defendants deny each and every allegation in Plaintiff's Complaint not admitted, qualified, or otherwise explained below.
2. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 1 and therefore the same are denied and strict proof is demanded thereof.
3. In response to paragraph 2, Defendants assert that Dorchester County Public Works is a department of Dorchester County who is a governmental entity as defined in S.C. Code Ann. § 15-78-30, and any and all actions alleged against the Defendants are controlled by the South

Carolina Tort Claims Act, including but not limited to any and all limitations to liability contained therein.

4. Paragraph 3 calls for a legal conclusion and therefore no response is required from these Defendants. To the extent a response is required, the same are denied and strict proof is demanded thereof.

5. In response to paragraph 4, Defendants repeat and reallege each and every preceding paragraph as if fully set forth herein verbatim.

6. Paragraph 5 contains no allegations of wrongdoing against these Defendants and therefore no response is required thereto. To the extent a response is required, the same are denied and strict proof is demanded thereof.

7. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 6 and therefore the same are denied and strict proof is demanded thereof.

8. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 7 and therefore the same are denied and strict proof is demanded thereof.

9. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 8 and therefore the same are denied and strict proof is demanded thereof.

10. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 9 and therefore the same are denied and strict proof is demanded thereof.

11. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 10 and therefore the same are denied and strict proof is demanded thereof.

12. Defendants deny the allegations contained in paragraph 11 and strict proof is demanded thereof.

13. Defendants deny the allegations contained in paragraph 12 and strict proof is demanded thereof.

14. Defendant denies the allegations contained in paragraph 13 and strict proof is demanded thereof.

15. Defendants are without sufficient information with which to admit or deny the allegations contained in paragraph 14 of the Plaintiff's Complaint and therefore the same are denied and strict proof is demanded thereof.

16. Defendants deny the allegations contained in paragraph 15 and strict proof is demanded thereof.

17. In response to paragraph 16, Defendants repeat and reallege each and every preceding paragraph as if fully set forth herein verbatim.

18. Defendants deny the allegations contained in paragraph 17 and strict proof is demanded thereof.

19. Defendants deny the allegations contained in paragraph 18 and strict proof is demanded thereof.

20. Defendants deny the allegations contained in paragraph 19 and strict proof is demanded thereof.

21. Defendants deny the allegations contained in paragraph 20 and strict proof is demanded thereof.

22. Defendants deny the allegations contained in paragraph 21 and strict proof is demanded thereof.

23. Defendants deny the allegations contained in paragraph 22 and strict proof is demanded thereof.

24. Defendants deny the allegations contained in paragraph 23 and strict proof is demanded thereof.

25. Defendants deny the allegations contained in paragraph 24 and strict proof is demanded thereof.

26. Defendants deny the allegations contained in paragraph 25 and all subparts thereto and strict proof is demanded thereof.

27. Paragraph 26 calls for a legal conclusion and therefore no response is required from these Defendants. To the extent a response is required, the same are denied and strict proof is demanded thereof.

28. In response to paragraph 27, Defendants repeat and reallege each and every preceding paragraph as if fully set forth herein verbatim.

29. Defendants deny the allegations contained in paragraph 28 and strict proof is demanded thereof.

30. Paragraph 29 calls for a legal conclusion and therefore no response is required from these Defendants. To the extent a response is required, the same are denied and strict proof is demanded thereof.

31. Defendants deny the “WHEREFORE” paragraph and strict proof is demanded thereof.

FOR A SECOND DEFENSE
(12(b)(6) S.C.R.C.P.)

32. Plaintiff fails to state facts sufficient to constitute a cause of action against this Defendants and any claim against Defendant should be dismissed pursuant to Rule 12(b)(6) South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE
(Comparative/Contributory Negligence)

33. Defendants allege that any injuries or damages alleged by the Plaintiff, if any, which the Defendants expressly deny, were due to and caused by the contributory and comparative negligence, carelessness, willfulness, wantonness, and recklessness of Plaintiff in an amount exceeding fifty percent 50% of the total causal negligence, if any, so as to bar Plaintiff’s claim as to Defendants. In the alternative Defendants allege that the injuries and damages alleged by the Plaintiff, if any, which the Defendants expressly deny, were due to and caused by the comparative negligence, carelessness, willfulness, wantonness, and recklessness of the Plaintiff in an amount to be determined by the trier of fact, so as to reduce Plaintiff’s claims proportionally, pursuant to South Carolina Law.

FOR A FOURTH DEFENSE
(Sole, Intervening and Superseding Negligence of a Third-Party)

34. Defendants allege that the injuries and damages alleged by the Plaintiff, if any, which the Defendants expressly deny, were due to and caused by the negligence of a third-party or third-parties, which alone or concurring, supervening and/or intervening with the negligence, if any, of the Plaintiff, and/or unknown third parties so as to be the sole proximate cause of Plaintiff’s alleged injuries and damages, if any, so as to bar the Plaintiff’s claims as to Defendants.

FOR A FIFTH DEFENSE
(Sovereign Immunity - Tort Claims Act)

35. Defendants allege that the Plaintiff's claims are barred or otherwise limited by the provisions of the South Carolina Tort Claims Act, more specifically but not limited to, Section 15-78-60 (1), (2), (4), (5), (7), (9), (12), (13), (15), (16), (17), (20) and (25) of the Act.

FOR A SIXTH DEFENSE
(Limitation of Remedies)

36. Any recovery by Plaintiff must be limited to the remedies allowed under the South Carolina Tort Claims Act, including but not limited to S.C. Code Ann. § 15-78-120(a)(1) and S.C. Code Ann. § 15-78-120(b).

FOR A SEVENTH DEFENSE
(Public Duty Rule)

37. This cause of action fails to state a claim against Defendants in that as a matter of law Defendants violated no duty which it owed to the Plaintiff for which the Plaintiff is entitled to relief in the form of damages.

FOR AN EIGHTH DEFENSE
(Sole, Intervening and Superseding Negligence of Co-Defendants)

38. Whatever damages were sustained by Plaintiff, which Defendants expressly deny, were due to and caused by the sole intervening and superseding negligence of others and/or other forces, over whom Defendants had no control, so as to bar the claims against Defendants.

FOR A NINTH DEFENSE
(Sole, Intervening and Superseding Negligence of the Plaintiff)

39. The Defendants allege the injuries and damages alleged by the Plaintiff, if any, which the Defendants expressly deny were due to and caused by the sole intervening and superseding negligence, willfulness, wantonness, and recklessness of the Plaintiff, as set forth

above, over the whom the Defendants had no control so as to bar the claim of the Plaintiff as to this Defendant.

FOR A TENTH DEFENSE
(Proportional Liability)

40. Defendants reassert and reallege each and every preceding paragraph as if each were fully repeated verbatim herein.

41. Defendants allege that the injuries and damages alleged by the Plaintiff, if any, which Defendants expressly deny, were due to and were the direct and proximate result of, at least partially if not solely, of the other individuals and/or companies involved in this incident, if any so existed, so as to entitle Defendants to a determination of proportional liability as to any concurring negligence, if so found, pursuant to S.C. Code Ann. § 15-78-100.

FOR AN ELEVENTH DEFENSE
(Compliance with Industry Standard)

42. Any and all work or services provided by Defendants, if any, would have met all construction industry customs, practices, and standards applicable to the Plaintiff's claims.

FOR A TWELFTH DEFENSE
(Doctrine of Estoppel and Waiver)

43. Plaintiff's claims may be barred by the doctrine of estoppel and waiver.

FOR A THIRTEENTH DEFENSE
(Failure to Mitigate)

44. The injuries and/or damages alleged by the Plaintiff, which are hereby specifically denied, could have been caused by the Plaintiff's failure to mitigate. Such a failure to mitigate is a complete bar to the Plaintiff's recovery.

FOR A FOURTEENTH DEFENSE
(Set-off)

45. Should Plaintiff reach a settlement with any of the Defendants or other entities,

then Defendant is entitled to a set-off at the trial of this matter.

FOR A FIFTEENTH DEFENSE
(Punitive Damages)

46. Defendants reassert and reallege each and every preceding paragraph as if each were fully repeated verbatim herein.

47. Punitive damages cannot be maintained and are not recoverable in this action in accordance with the South Carolina Tort Claims Act.

48. Defendant affirmatively pleads that any award of punitive damages must be limited as provided by S.C. Code § 15-32-530.

FOR A SIXTEENTH DEFENSE
AS A MOTION TO STRIKE

49. Defendants repeat and reallege each and every preceding paragraph as if fully set forth herein verbatim.

50. Defendants move to strike Plaintiff's claims for punitive damages on the grounds that they cannot be maintained and are not recoverable in this action in accordance with the South Carolina Tort Claims Act.

FOR A SEVENTH DEFENSE

51. Defendants repeats and realleges each and every preceding paragraph as if fully set forth herein verbatim.

52. Defendants move to strike Plaintiff's claims for attorney's fees on the grounds that they cannot be maintained and are not recoverable in this action.

FOR AN EIGHTTENTH DEFENSE
(Reservation of Additional and Further Defenses)

53. The Defendants reserve any additional and further defenses as may be revealed by

additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, Defendants pray:

- a. That this action against them be dismissed with prejudice;
- b. That the Plaintiff's claim for any damages not allowed or in excess of that provided by the South Carolina Tort Claims Act be stricken;
- c. That this matter be tried by jury on all issues so triable;
- d. That the cost of this action be taxed to parties other than Defendants;
- e. That Defendants be awarded their costs and expenses of this action; and
- f. That Defendants be granted such other and further relief as this court deems just and proper.

REYNOLDS & STEPHENS, LLC

s/ *Lisa A. Reynolds*

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Works**

April 17, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEASE
IN THE FIRST JUDICIAL CIRCUIT

DEBORAH BOWLES,)

CAFN: 2025-CP-18-00640

Plaintiff,)

vs.)

**CONSENT MOTION FOR LEAVE
TO AMEND COMPLAINT TO ADD
DEFENDANTS CITY OF NORTH
CHARLESTON PUBLIC WORKS
and IMC CHARLESTON, LLC**

CITY OF SUMMERVILLE,)
DORCHESTER COUNTY PUBLIC)
WORKS, DORCHESTER COUNTY,)
and WESCOTT PLANTATION,)

Defendants.)

Plaintiff, with the consent of all counsel of record, hereby moves this Court for leave to file the attached Amended Complaint pursuant to SCRCP 15(a). For the reasons set forth in the accompanying Memorandum, Plaintiff respectfully requests that this Court grant her leave to file the Amended Complaint and to Consolidate as it will clarify the dispute between the parties and will cause no prejudice.

**WE SO MOVE:
HARTMAN LAW FIRM, LLC**

Respectfully submitted,
**WE CONSENT:
RICHARD, PLOWDEN & ROBINSON**

By: s/James F. Hartman, III Esq.
S.C. Bar No. 75265
6650 Rivers Avenue
N. Charleston, SC 29406
843.300.7600 (telephone)
800.546.9720 (facsimile)
james@thehartmanlawfirm.com
Attorney for Plaintiff

s/ Drew Hamilton Butler, Esq.
Drew Hamilton Butler, Esq. (SC Bar 70363)
James E. Haarsgaard, Esq. (SC Bar No. 102260)
235 Magrath Darby Blvd, Suite 100
Mt. Pleasant, SC 29464
843.805.6550(telephone)
dbultler@richardsonplowden.com
jhaarsgaard@richardsonplowden.com
Attorney for City of Summerville

Additional Signatures on Following Page

REYNOLDS & STEPHENS, LLC

s/ Lisa A. Reynolds, Esq.

Lisa A. Reynolds, Esq. (SC Bar 15527)

1064 Gardner Road, Suite 210

Charleston, SC 29407

843.804.9800 (telephone)

lreynolds@rslawsc.com

**Attorney for Dorchester County and Dorchester
County Public Works**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEASE
COUNTY OF DORCHESTER	)	IN THE FIRST JUDICIAL CIRCUIT
	)	
DEBORAH BOWLES,	)	
	)	CAFN: 2025-CP-18-00640
Plaintiff,	)	
	)	
vs.	)	MEMORANDUM IN SUPPORT OF
	)	MOTION FOR LEAVE TO AMEND
CITY OF SUMMERVILLE,	)	COMPLAINT TO ADD DEFENDANT
DORCHESTER COUNTY PUBLIC	)	CITY OF NORTH CHARLESTON and IMC
WORKS, DORCHESTER COUNTY,	)	CHARLESTON, LLC.
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

Comes now the above Parties and hereby move this Court for an Order allowing the amendment the caption of the above-styled matter allowing Plaintiff to add Defendants City of North Charleston Public Works and IMC Charleston, LLC pursuant to Rule 15(a) of the S.C. Rules of Civil Procedure.

Rule 15 (a) states:

(a) Amendments. A party may amend his pleading once as a matter of course at any time before or within 30 days after a responsive pleading is served or, if the pleading is one to which no responsive pleading is required and the action has not been placed upon the trial roster, he may so amend it at any time within 30 days after it is served. Otherwise, a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party. A party shall plead in response to an amended pleading within the time remaining for response to the original pleading or within fifteen days after service of the named amended pleading, whichever period may be the longer, unless the court otherwise orders.

Plaintiff has complied with Rule 15(A) and this Court should issue an order allowing the Plaintiff to amend the Caption of this matter. Plaintiff has prepared a draft order to assist the Court.

(SIGNATURES ON FOLLOWING PAGE)

**WE SO MOVE:
HARTMAN LAW FIRM, LLC**

By: s/James F. Hartman, III Esq.
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james@thehartmanlawfirm.com
Attorney for Plaintiff

**WE CONSENT:
RICHARD, PLOWDEN & ROBINSON**

s/ Drew Hamilton Butler, Esq.
Drew Hamilton Butler, Esq. (SC Bar 70363)
James E. Haarsgaard, Esq. (SC Bar No. 102260)
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Attorney for City of Summerville

REYNOLDS & STEPHENS, LLC

s/ Lisa A. Reynolds, Esq.
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843.804.9800 (telephone)
lreynolds@rslawsc.com
**Attorney for Dorchester County and Dorchester
County Public Works**

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)
)
DEBORAH BOWLES,)
)
Plaintiff,)
)
vs.)
)
CITY OF SUMMERVILLE,)
DORCHESTER COUNTY PUBLIC)
WORKS, DORCHESTER COUNTY,)
and WESCOTT PLANTATION,)
)
Defendants.)

IN THE COURT OF COMMON PLEASE
IN THE FIRST JUDICIAL CIRCUIT

CAFN: 2025-CP-18-00640

PROPOSED ORDER TO ADD PARTIES
CITY OF NORTH CHARLESTON
PUBLIC WORKS and
IMC CHARLESTON, LLC

Having consent of all counsel of record, this Court GRANTS leave to Amend the Complaint adding City of North Charleston Public Works and IMC Charleston, LLC as Defendants pursuant to SCRCP 15(a).

SO ORDERED!

Judge, First Judicial Circuit
Dorchester County, South Carolina



Dorchester Common Pleas

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

Case Number: 2025CP1800640

Type: Order/Amend

It is so Ordered!

s/Diane S. Goodstein

Electronically signed on 2025-06-11 10:39:28 page 2 of 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	
	)	CASE NO: 2025-CP-18-00640
DEBORAH BOWLES,	)	
	)	
Plaintiff,	)	
vs.	)	<i>STIPULATION OF DISMISSAL AS TO</i>
	)	<i>DORCHESTER COUNTY AND</i>
CITY OF SUMMERVILLE,	)	<i>DORCHESTER COUNTY PUBLIC WORKS</i>
DORCHESTER COUNTY PUBLIC	)	<i>ONLY</i>
WORKS, DORCHESTER COUNTY, and	)	
WESTCOTT PLANTATION,	)	<i>(Does Not End Case)</i>
	)	
Defendants.	)	
_____	)	

IT APPEARING that the Plaintiff and Defendants Dorchester County and Dorchester County Public Works have resolved the issues in dispute between them in the case at bar.

NOW THEREFORE, Plaintiff and Defendants, Dorchester County and Dorchester County Public Works by and through their undersigned counsel, hereby stipulate to the dismissal of this action, with prejudice pursuant to Rule 41(a)(1)(B), SCRCPP.

WE SO CONSENT:

/s/ James Hartman
 James Hartman, Esquire
 Hartman Law Firm
 6650 Rivers Ave
 North Charleston, SC 29406
 843-300-7600
james@hartmanlawfirm.com
Counsel for Plaintiff

WE SO CONSENT:

/s/ Lisa Reynolds

Lisa A. Reynolds

Reynolds & Stephens, LLC

1064 Gardner Road, Ste. 210

Charleston, SC 29407

lreynolds@arslawsc.com

Counsel for Dorchester County and Dorchester Public Works

AFFIDAVIT OF SERVICE

Case: 2025-CP-18-00640	Court: In The Court Of Common Pleas For the First Judicial Circuit	County: Dorchester, SC	Job: 13749316
Plaintiff / Petitioner: Deborah Bowles		Defendant / Respondent: THE CITY OF NORTH CHARLESTON, IMC CHARLESTON, LLC, and WESCOTT PLANTATION	
Received by: All Area Process Services, LLC		For: The Hartman Law Firm	
To be served upon: THE CITY OF NORTH CHARLESTON			

I, Richard N. Krantz, Jr., being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Courtney Fields, Clerk of Council, accepted service on behalf of the City of North Charleston, Government: 2500 City Hall Lane, North Charleston, SC 29406

Manner of Service: Government Agency, Jul 17, 2025, 4:33 ap EDT

Documents: Amended Summons and Amended Complaint (Received Jul 17, 2025 at 2:23pm EDT), Consent Motion For Leave To Amend Complaint To Add Defendants City Of North Charleston Public Work and IMC Charleston, LLC (Received Jul 17, 2025 at 2:23pm EDT), Proposed Order To Add Parties City Of North Charleston Public Works and IMC Charleston, LLC (Received Jul 17, 2025 at 2:23pm EDT), Memorandum In Support Of Motion For Leave To Amend Complaint To Add Defendant City of North Charleston and IM Charleston, LLC (Received Jul 17, 2025 at 2:23pm EDT)

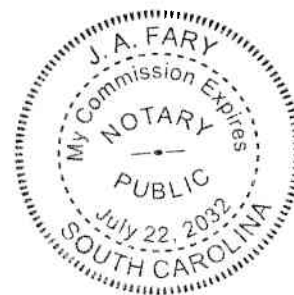
Additional Comments:

1) Successful Attempt: Jul 17, 2025, 4:33 pm EDT at Government: 2500 City Hall Lane, North Charleston, SC 29406 received by Courtney Fields, Clerk of Council, accepted service on behalf of the City of North Charleston. Age: 40; Ethnicity: African American; Gender: Female; Weight: 150; Height: 4'11"; Hair: Black; Eyes: Brown - Server met with Courtney Fields, Clerk of Council, who is authorized to accept service for the City of North Charleston. The documents were served/handed to Courtney Fields and service was effectuated at the time noted.


Richard N. Krantz, Jr. Date

Subscribed and sworn to before me by the affiant who is personally known to me.


Notary Public
07/18/2025 07/22/2032
Date Commission Expires



All Area Process Services, LLC • 520 Folly Road Suite 25, PMB 250, Charleston, SC 29412

Call: 843-864-6699 • Email: allareaprocessservices@gmail.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST CIRCUIT
COUNTY OF DORCHESTER	)	
DEBORAH BOWLES,	)	CASE NO: 2025-CP-18-00640
	)	
Plaintiff,	)	
vs.	)	<i>DEFENDANT CITY OF NORTH</i>
	)	<i>CHARLESTON'S NOTICE OF MOTIONS</i>
	)	<i>AND MOTIONS TO DISMISS</i>
CITY OF NORTH CHARLESTON,	)	
IMC CHARLESTON, LLC,	)	
and WESCOTT PLANTATION,	)	
Defendants.	)	
	)	

TO: DEBORAH BOWLES, PLAINTIFF, AND HER ATTORNEY JAMES HARTMAN, III, ESQUIRE:

YOU WILL PLEASE TAKE NOTICE that Defendant City of North Charleston, by and through the undersigned counsel, will move before the Court of Common Pleas, County of Dorchester, ten (10) days following the date of this Motion or at such time and place as the Court may deem appropriate, for an Order dismissing Plaintiff's claims against the City of North Charleston (hereinafter "the City") pursuant to §§ 15-78-10 et seq., and Rules 3 and 12(b)(4), (5) of the South Carolina Rules of Civil Procedure for failure of process, failure of service of process, failure to file and serve within the statute of limitations and violation of the statute of limitations as to this Defendant.

This Motion will be supported by a memorandum of the applicable law, arguments of counsel, and any other material the Court may receive.

REYNOLDS & STEPHENS, LLC

s/ Lisa A. Reynolds

Lisa A. Reynolds
SC Bar #: 15527
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August 13, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIRST CIRCUIT
COUNTY OF DORCHESTER	)	
DEBORAH BOWLES,	)	CASE NO: 2025-CP-18-00640
	)	
Plaintiff,	)	
vs.	)	<i>DEFENDANT CITY OF NORTH</i>
	)	<i>CHARLESTON'S MEMORANDUM IN</i>
	)	<i>SUPPORT OF MOTIONS TO DISMISS</i>
CITY OF NORTH CHARLESTON,	)	
IMC CHARLESTON, LLC,	)	
and WESCOTT PLANTATION,	)	
Defendants.	)	
	)	

TO: DEBORAH BOWLES, PLAINTIFF, AND HER ATTORNEY JAMES HARTMAN, III, ESQUIRE:

Defendant City of North Charleston, by and through their undersigned attorney, hereby submits this Memorandum in Support of their Motion to Dismiss.

FACTS OF CASE

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

On March 20, 2025, the Plaintiff initiated this lawsuit against Dorchester County Public Works, Dorchester County and Wescott Plantation. (See Exhibit A.) On June 5, 2025, Plaintiff filed a Consent Motion to Amend the Complaint to Add Parties and a Memorandum in Support of same. Plaintiff sought to add the City of North Charleston Public Works and IMC Charleston, LLC. (See Exhibit B.) Plaintiff's motion was granted on June 11, 2025. (See Exhibit C.) The Plaintiff never filed the Amended Summons and Amended Complaint. On July 17, 2025, Plaintiff

served Clerk of Council for the City of North Charleston with an unfiled Amended Summons and Amended Complaint, Consent Motion for Leave to Amend Complaint to Add Defendants City of North Charleston Public Works and IMC Charleston, LLC, Order to Add Parties City of North Charleston Public Works and IMC Charleston, LLC and Memorandum in Support of Motion for Leave to Amend Complaint to Add Defendant City of North Charleston Public Works and IMC Charleston, LLC. (See Exhibits D and E.) The unfiled Amended Summons and Amended Complaint named the City of North Charleston as a Defendant. City of North Charleston's filed their Motion to Dismiss on August 13, 2025.

Motion to Dismiss for Insufficiency of Process and Insufficiency of Service of Process

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

In this matter the Amended Summons and Amended Complaint served upon the City of North Charleston on July 17, 2025 was not filed and no filed copy of same has been served upon this Defendant. An Amended Summons and Amended Complaint naming the City of North Charleston as a Defendant in this matter has not been filed with the Court to date.

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

As Plaintiffs have failed to properly serve the City of North Charleston with a filed summons and complaint in this matter, City of North Charleston respectfully requests that the Court issue an Order dismissing the same.

Motion to Dismiss for Statute of Limitations

Defendant files this motion to Dismiss pursuant South Carolina Rules of Civil Procedure 12(b)(4) and (5), S.C. Code Ann. §15-78-110. Plaintiff has served an unfiled amended summons and amended complaint upon this Defendant alleging negligence against the City of North Charleston. The Plaintiff alleges that on March 27, 2023, she tripped and fell on uneven sidewalk at the intersection of Law Blvd. and Ayscough Rd., located in the Wescott Plantation neighborhood in Summerville, SC.

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

Complaint are filed with the Clerk of Court if actual service is accomplished within one hundred and twenty (120) days after filing.” To date, the Plaintiff has not filed a summons and complaint against this Defendant with the Clerk of Court as discussed above. The Court granted the Plaintiff leave to amend her complaint to add the City of North Charleston Public Works, not the City of North Charleston. As such, the Plaintiff did not and does not have leave to amend her complaint to name the City of North Charleston in this matter. Assuming she did, this still does not save this suit. If the Plaintiff files an Amended Summons and Amended Complaint today, same would not be filed/commenced within the applicable two (2) year statute of limitations.

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

CONCLUSION

City of North Charleston prays the Court grant a dismissal as to Plaintiff’s claims against City of North Charleston in this matter.

REYNOLDS & STEPHENS, LLC

s/ Lisa A. Reynolds

Lisa A. Reynolds
SC Bar #: 15527
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Tele: 843.804.9800
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November 11, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEASE
COUNTY OF DORCHESTER	)	IN THE FIRST JUDICIAL CIRCUIT
	)	
DEBORAH BOWLES,	)	
	)	CAFN: 2025-CP-18-00640
Plaintiff,	)	
	)	
vs.	)	AMENDED SUMMONS
	)	
	)	
THE CITY OF NORTH CHARLESTON,	)	
IMC CHARLESTON, LLC,	)	
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

HARTMAN LAW FIRM, LLC

By: s/James F. Hartman, III Esq.
S.C. Bar No. 75265
Attorney for Plaintiff
6650 Rivers Avenue
North Charleston, SC 29406
843.300.7600 (telephone)
800.546.9720(facsimile)
james@thehartmanlawfirm.com

ATTORNEY FOR PLAINTIFF

North Charleston, South Carolina
November 13, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEASE
COUNTY OF DORCHESTER	)	IN THE FIRST JUDICIAL CIRCUIT
	)	
DEBORAH BOWLES,	)	
	)	CAFN: 2025-CP-18-00640
Plaintiff,	)	
	)	
vs.	)	AMENDED COMPLAINT
	)	
	)	
THE CITY OF NORTH CHARLESTON,	)	
IMC CHARLESTON, LLC,	)	
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

The Plaintiff, Deborah Bowles (hereinafter “Plaintiff”), complaining of the above-named Defendants would respectfully show the Court a follows:

1. Plaintiff is a citizen and resident of Dorchester County, State of South Carolina.
2. The Defendants, The City of North Charleston Public Works, IMC Charleston, LLC and Wescott Plantation (hereinafter “Defendants”), are governed entities within the meaning of the South Carolina Tort Claims Act; and, at all times relevant hereto, owned, possessed, maintained, managed, and were responsible for the area where Plaintiff was injured and for the safety of the same, specifically the sidewalks located on Law Boulevard and Ayscough Road in North Charleston, South Carolina 29485.
3. This court has subject matter jurisdiction over the claims asserted herein, personal jurisdiction over the Parties hereto, and venue is proper in Dorchester County.

FACTS

4. Plaintiff hereby restates each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

5. Plaintiff owns property in the neighborhood of Wescott Plantation and is an express invitee with access and permission to use the sidewalks.

6. On March 27, 2023, Plaintiff was taking a walk and utilizing the sidewalk at the intersection of Law Boulevard and Asycough Road located in the Wescott Plantation neighborhood in Summerville, South Carolina. While on that walk, Plaintiff tripped and fell on the sidewalk.

7. The location of the fall was within the legal limits of the Wescott Plantation neighborhood.

8. The sidewalk was uneven and unlevel, presenting an existing artificial condition that caused Plaintiff to fall.

9. When Plaintiff fell, she braced herself with both hands and upper extremities suffering injury to her right rotator cuff, left rotator cuff, a laceration to her face, a broken bone in her nose and sprain to her right knee.

10. One or more of the above captioned Defendants designed, constructed, maintained, controlled, and/or owned the common area of the walkways and paths surrounding the area of Wescott Plantation.

11. In failing to repair the existing artificial condition, the Defendants left an existing artificial condition that caused injury to the Plaintiff.

12. In failing to maintain and repair the sidewalks and walking paths, Defendant also failed to warn its owners or their guests of the uneven tread depths, unlevel treads, and absence of graspable handrails.

13. The Defendants' actions and omissions described in Paragraphs above made the sidewalk unreasonably dangerous for its intended use.

14. On March 27, 2023, and at the above location, Plaintiff was acting with due regard for her own safety when she encountered the unknown, dangerous condition on Defendants' property.

15. Defendants knew and/or should have known of the dangerous condition in the exercise of reasonable inspection but failed to correct the same.

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

16. Plaintiff hereby restates each and every allegation contained in the preceding Paragraphs as if fully set forth herein.

17. At all times relevant to this Complaint, the Defendants had a duty to use reasonable care in maintaining the premises to ensure that the area was safe for Plaintiff's use.

18. At all times relevant to this Complaint, the Defendants had a duty to comply with the application building and safety code regulations.

19. At all times relevant to this Complaint, the Defendants had a duty to warn Plaintiff of any latent or hidden dangers, of which Defendants had knowledge or should have had knowledge with reasonable inspection.

20. At all times relevant to this Complaint, the Defendants had a duty to warn Plaintiff of any known or obvious dangers that Defendants should have reasonably anticipated would cause Plaintiff harm despite such knowledge or obviousness.

21. Defendants knew or should have known that people would be walking on the sidewalks of the Wescott Plantation neighborhood.

22. Defendants knew or should have known that the uneven concrete was in violation of applicable building and safety code regulations.

23. Defendants knew or should have known that the sidewalk's uneven tread depths created a latent, hidden, or unreasonably unsafe defect and/or condition that could cause someone to fall and be seriously injured.

24. Defendants' failure to remedy or warn Plaintiff of this unreasonably dangerous defect or condition prevented Plaintiff from noticing, seeing, or recognizing the condition of the sidewalk.

25. Plaintiff's injuries and damages were directly and proximately caused by the careless, negligent, grossly negligent, willful, wanton, reckless, and unlawful acts of Defendants in one or more of the following particulars:

- a. Failure to properly inspect and maintain the condition of the subject sidewalk;
- b. Failing to remedy the dangerous condition in the subject sidewalk that caused Plaintiff to trip and fall;
- c. Failing to warn Plaintiff of the dangerous condition in the subject sidewalk that caused Plaintiff to trip and fall;
- d. Failing to act as a reasonable personable or entity under the circumstances;
- e. Failing to hire adequately trained personnel;
- f. Failing to adequately train and manage personnel;
- g. Failing to develop and apply adequate policies and procedures applicable to safety of patrons on Defendants' property;
- h. Failing to comply with the applicable building and safety code regulations; and
- i. In such other and further particulars as the evidence may show.

26. All of the above acts of negligence, negligence per se, willful, wanton, careless and reckless conduct are in violation of the statutes, regulations, rules and laws of the State of South

Carolina, and are the direct and proximate cause of the injuries and damages suffered by the Plaintiff.

FOR A SECOND CAUSE OF ACTION
(Negligence, Negligence *Per Se*, Gross Negligence)

27. Each preceding paragraph of this Complaint is hereby referenced and re-alleged verbatim.

28. Defendants are liable to Plaintiff for being negligent, careless, grossly negligent, and wantonly reckless in one or more of the following particulars:

- a. In failing to properly construct the sidewalk/walkway.
- b. In failing to adhere to municipal codes, state law, and industry standards in designing and constructing the sidewalk/walkway.
- c. In failing to install and maintain even tread depths.
- d. In failing to maintain level treads;
- e. In failing to properly maintain the sidewalk and make reasonable repairs;
- f. In failing to follow up on repairs of the sidewalk prior to the fall;
- g. In failing to warn owners and their guests of the unreasonably dangerous condition of the sidewalk; and
- h. Other particulars that will be developed through the discovery process.

29. Each and all of the breaches of duty were the direct and proximate cause(s) of the damages and injuries suffered by Plaintiff herein, said acts being in violation of the statutory and common laws of the State of South Carolina.

Prayer for Relief

Wherefore, Plaintiff hereby demands a jury trial and respectfully prays for a judgment against Defendants for actual damages; nominal damages, punitive damages, in a constitutionally permissible amount; for the costs of this action, including attorney's fees; and for such relief that the Court may deem just and proper.

Respectfully submitted,

HARTMAN LAW FIRM, LLC

By: s/James F. Hartman, III Esq.
S.C. Bar No. 75265
Attorney for Plaintiff
6650 Rivers Avenue
North Charleston, SC 29406
843.300.7600 (telephone)
800.546.9720(facsimile)
james@thehartmanlawfirm.com

ATTORNEY FOR PLAINTIFF

North Charleston, South Carolina
November 13, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEASE
COUNTY OF DORCHESTER	)	IN THE FIRST JUDICIAL CIRCUIT
	)	
DEBORAH BOWLES,	)	
	)	CAFN: 2025-CP-18-00640
Plaintiff,	)	
	)	PLAINTIFF’S MEMO IN OPPOSITION
vs.	)	TO DEFENDANT CITY OF NORTH
	)	CHARLESTON’S MOTION TO
THE CITY OF NORTH CHARLESTON,	)	DISMISS
IMC CHARLESTON, LLC,	)	
and WESCOTT PLANTATION,	)	
	)	
Defendants.	)	

TO: ATTORNEYS FOR DEFENDANT CITY OF NORTH CHARLESTON:

1. Defendant filed a Motion to Dismiss on August 13, 2025, in which the basis for dismissal was the statute of limitations and deficiency of service of the pleadings initially filed by Plaintiff. Subsequently, the Defendant filed a Memorandum in Support of their Motion to Dismiss on November 12, 2025, in which it stated its reasons for seeking dismissal of the lawsuit on the merits. The summary of their argument is that the Statute of Repose ran prior to service of process on The City of North Charleston.
2. Defendant City of North Charleston breached its duty to Plaintiff in failing to maintain the sidewalk at the intersection of Law Boulevard and Asycough Road located in the Wescott Plantation neighborhood in Summerville, Dorchester County, South Carolina. The Defendants, The City of North Charleston Public Works (hereinafter “Defendant”), is a governed entity within the meaning of the South Carolina Tort Claims Act; and, at all times relevant hereto, owned, possessed, maintained, managed, and were responsible for the area of Plaintiff’s injury.
3. Plaintiff was taking a walk and utilizing the sidewalk at the intersection of Law Boulevard and Asycough Road on March 27, 2023, where she tripped on the uneven and unlevel sidewalk created by the artificial condition.

4. Plaintiff, Deborah Bowles, approached the firm about representing her approximately ten (10) days prior to the expiration of the statute of limitation. Noting that the statute of limitation was about to expire we drafted a Summon and Complaint and filed it to preserve the statute and prevent its expiration.

4. Plaintiff filed the lawsuit at issue on March 20, 2025, within the statute of limitations. (Exhibit A – Filed S&C). Through the process of discovery, Plaintiff became aware that the City of North Charleston is responsible for maintaining the common walkways (i.e. sidewalks) of the Westcott Plantation neighborhood located in the City of Summerville. (Exhibit B – Plaintiff Property Tax Bill)

5. Plaintiff's counsel obtained consent from all parties to file an Amended Summons and Complaint to properly substitute the City of North Charleston Public Works (Exhibit C – Email Chain between attorneys James Hartman, Drew Butler, and Lisa Reynolds re: S&C Consent Amendment) and filed said Consent Motion to Amend the Complaint to Substitute a Party.

6. An Order signed by Judge Diane S. Goodstein was entered by this court allowing the Amendment of the Summons and Complaint to Substitute Parties City of North Charleston and IMC Charleston, LLC on June 11, 2025, at which time Plaintiff attempted service on the substituted Defendants. (Exhibit D – Motion and Order to Amend)

7. Plaintiff obtained service of process on Defendant City of North Charleston via process server and filed the Affidavit of Service with this Court. Defendant City of North Charleston was served on July 17, 2025. (Exhibit E – AOS of N. Chas)

STANDARD

Under Rule 12(b)(4)(5), SCRCP, a defendant may move to dismiss for insufficient service of process. However, filing of the Summons and Complaint tolls the statute of limitations,

provided that service is made within a reasonable time thereafter. *Muir v. C.R. Bard, Inc.*, 336 S.C. 266, 519 S.E.2d 583 (CT. App. 1999). Whether service is made within a “reasonable time” is a factual determination and depends on the circumstances of the case. South Carolina courts have held that delays of several months can be reasonable if the Plaintiff demonstrates good faith and due diligence. See also *Vines v. Self Memorial Hospital*. 314 S.C. 305, 443 S.E.2d 909 (Ct. App. 1994). As previously stated, this action commenced with the filing of Plaintiff’s Summons and Complaint on March 20, 2025, within the applicable statute of limitations period. That filing tolled the statute. Plaintiff became aware of the involvement of the City of North Charleston only after the commencement of discovery and filed the necessary Consent Motion to Substitute a Party and obtained an Order to do so signed by this Court on June 11, 2025.

Additionally, under Rule 15(c), SCRCP whenever the claim of defense asserted in the amended pleading arose out of the conduct, transaction or occurrence set forth or attempted to be set forth in the original pleadings, the amendment relates back to the date of the original pleading.

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

There is no evidence of prejudice to Defendant or that Plaintiff delayed service in bad faith. Rather, the delay, if any, was the result of the ordinary procedural challenges. Under *Muir*, the burden is on the Plaintiff to show that service was made within a reasonable time, and the facts of this case meet that standard.

The primary issue revolves around adequate notice of service. This is the same lawsuit and case number and set of facts that was originally filed on March 20, 2025. “It [the amendment changing parties] [must] arise out of the same conduct, transaction, or occurrence set forth in the original pleadings.” Ms. Reynolds is counsel for both the Town of Summerville (the released defendant) and the Town of North Charleston. In her capacity as representative for the Town of Summerville she agreed to the Amendment to substitute party to the City of North Charleston (Ex C). Under *Hughes v Water World Water Slide, Inc.* 314 S.C. 211(1994) the party that is added within the period provided by law for commencing the action, must have “received such notice of the institution of the action that he will not be prejudiced in maintaining his defense on the merits. Formal notice by service of process defeats the purpose of the rule, so **informal notice of knowledge of the suit is sufficient.**” As it happens, Ms. Reynolds, who is legal counsel for the City of North Charleston, received constructive notice of this action when it was filed on March 20, 2025, both as counsel of the Town of Summerville and The City of North Charleston. Furthermore, on May 30, 2025, she agreed to the Amendment of the Summons and Complaint substituting The City of North Charleston. We then served the City of North Charleston via process server on July 17, 2025, providing, at least, “informal notice of knowledge of the suit.” In doing so, we also provided constructive notice to the City of North Charleston and its legal counsel (Ms. Reynolds) that a lawsuit had been filed and The City of North Charleston was a defendant.

The third requirement is that the person to be added “knew or should have known that, but for the mistake concerning the identity of the proper party the action would have been brought against him.” Ms. Reynolds knew or should have known that but for the mistake of naming the City of Summerville initially, that The City of North Charleston was, in fact, the correct defendant

and she is counsel for The City of North Charleston. Therefore, she knew or should have known that The City of North Charleston was to be a named defendant and agreed to same.

Lastly, the City of North Charleston as a Defendant suffered “no prejudice in maintaining his defense on the merits.” All the potential defenses afforded to a named Defendant are still available to the City of North Charleston as a matter of law.

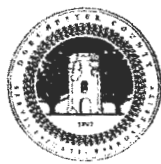
Based on the above caselaw, we contend that Plaintiff filed this action within the statute of limitations, tolled the statute, and provided notice of the lawsuit to the City of North Charleston by effecting service within a reasonable time thereafter. Defendant’s Motion to Dismiss must be denied.

HARTMAN LAW FIRM, LLC

By: s/James F. Hartman, III Esq.
S.C. Bar No. 75265
Attorney for Plaintiff
6650 Rivers Avenue
North Charleston, SC 29406
843.300.7600 (telephone)
800.546.9720(facsimile)
james@thehartmanlawfirm.com

ATTORNEY FOR PLAINTIFF

North Charleston, South Carolina
November 14, 2025



DORCHESTER COUNTY TREASURER
CINDY L. CHITTY
201 JOHNSTON ST. • SAINT GEORGE SC 29477-2412
500 NORTH MAIN ST. • SUMMERVILLE SC 29483
TEL: (843) 563-0165
Fax: (843) 563-0131



015843

FORWARDING SERVICE REQUESTED
TMS 1621608007000



015843

T36 P1 172880-1-6-1 - 15843
BOWLES JACK R & DEBORAH N
4884 LAW BLVD
SUMMERVILLE SC 29485-8589

2024 Real Estate Tax Notice

CHANGE OF ADDRESS



TMS 1621608007000

Mailing address changes should be submitted in writing and sent to the Assessor's office located at 201 Johnston St, St. George, SC 29477.

You may also submit your request online by visiting www.DorchesterCountySC.gov/addresschange.

Please note the address change requested will apply to the next tax year, not the current year.

TAX YEAR	NOTICE #	MAP-BLOCK-PARCEL NO.
2024	R-2024-00050789	162-16-08-007-000
DESCRIPTION	DISTRICT	
LAW BLVD 4884	208	
	MILLAGE	
	427.00	
	ASSESSMENT RATIO	
	4%	
GOVERNMENT AGENCIES RESPONSIBLE FOR MILLAGE & TAX DOLLARS		
% OF BILL	TAXING ENTITY	MILLAGE TAXES
12.63%	County Operating	53.70 528.43
2.01%	County Debt	8.60 84.62
1.19%	County Library	5.10 50.18
1.42%	County Capital Improvements	6.10 60.02
0.23%	Children in Crisis	1.00 9.84
0.42%	Senior Citizens Centers	1.80 17.71
41.82%	School Operating	178.60 1,757.42
15.22%	School Debt	65.00 639.60
2.10%	School Vocational	9.00 88.56
0.72%	School Trident Tech	3.10 30.50
22.24%	City of North Charleston	95.00 934.80
100.00%	Sub Total	4,201.68
	Less Homestead	-478.80
	Less School Tax Credit Savings	-1,845.98
	Plus SWUF(Solid Waste User Fee)	85.00
	Plus STWMF(Stormwater Management Fee)	72.00
	Grand Total	2,033.90

CURRENT VALUES & PRIOR YEAR TAX INFORMATION		
LOTS/	1	ACRES 0.00
	BLDGS/IMPR.	1
TOTAL TAXABLE VALUE		245,877
ASSESSMENT RATIO		4%
TOTAL ASSESSED VALUE		9,840
PRIOR YEAR TAX INCLUDES TAXES AND FEES		1,755.86
TAX CALCULATION		
Assessed Value		9,840
X Tax Millage		.42700
= Taxes before credits & fees		4,201.68
- 4% Legal Residence/School Tax Credit		-1845.98
- Homestead Exemption		-478.80
+ Fee Totals		157.00
TOTAL AMOUNT DUE:		2,033.90
DUE BY:		1/15/2025

DEAR TAXPAYER,



R202400050789

***** THIS IS A COURTESY NOTICE ONLY *****
DO NOT PAY THIS NOTICE IF YOUR MORTGAGE COMPANY COLLECTS YOUR TAXES IN ESCROW. IF YOU ARE UNSURE, PLEASE CONTACT YOUR MORTGAGE COMPANY.

Thank you,
Cindy L. Chitty
Dorchester County Treasurer

BOWLES JACK R & DEBORAH N
4884 LAW BLVD
SUMMERVILLE SC 29485 8589



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al

James Hartman <james@thehartmanlawfirm.com>

30 May 2025 at 12:41

To: Lisa Reynolds <lreynolds@rslawsc.com>

Cc: Valerie Parrish <valeriep@thehartmanlawfirm.com>, Becca Wade <bwade@rslawsc.com>, Leslie Lavender <llavender@rslawsc.com>, "dbutler@richardsonplowden.com" <dbutler@richardsonplowden.com>, "jhaarsgaard@richardsonplowden.com" <jhaarsgaard@richardsonplowden.com>

Hi Lisa,

I've now had a chance to discuss this with our client. We agree that Dorchester County and Dorchester Public Works are not involved in this matter and can be dismissed as parties.

Regarding the summons and complaint, we would like to request leave to amend it to correctly name and include the City of North Charleston Public Works.

Drew, I am also inclined to take the same approach for the City of Summerville. Could you please email me separately to discuss this further?

Thanks,

Frank

[Quoted text hidden]

ELECTRONICALLY FILED - 2025 Nov 14 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2025CP1800640



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al

James Hartman <james@thehartmanlawfirm.com>

30 May 2025 at 14:10

To: Lisa Reynolds <lreynolds@rslawsc.com>, Valerie Parrish <valeriep@thehartmanlawfirm.com>

Lisa.

Will you grant us leave to amend the S&C to include the City of North Charleston public works, please?

Thank you

James

[Quoted text hidden]

ELECTRONICALLY FILED - 2025 Nov 14 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2025CP1800640



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al.

Valerie Parrish <valeriep@thehartmanlawfirm.com>

3 June 2025 at 08:53

To: lreynolds@rslawsc.com, bwade@rslawsc.com, llavender@rslawsc.com, dbutler@richardsonplowden.com, JHaarsgaard@richardsonplowden.com, dbarnhart@richardsonplowden.com

Good morning,

Please see the attached Consent Motion to Add Defendants and Memorandum in Support of same. If this meets with your approval, please let me know if we have your permission to sign on your behalf and file.

Once we have this Motion filed, we will agree to Dismiss City of Summerville, Dorchester County and Dorchester County Public Works.

Thank you,

Valerie Parrish

Paralegal to J. Frank Hartman, III

The Hartman Law Firm

6650 Rivers Avenue, Suite 600

N. Charleston, SC 29406

Direct (843)560-4402



**THE HARTMAN
LAW FIRM, LLC**

TheHartmanLawFirm.com

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Consent Motion to Add.pdf

187K



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al

Lisa Reynolds <lreynolds@rslawsc.com>

30 May 2025 at 14:11

To: James Hartman <james@thehartmanlawfirm.com>, Valerie Parrish <valeriep@thehartmanlawfirm.com>

If I am out – you don't need my leave but yes sir.

[Quoted text hidden]

ELECTRONICALLY FILED - 2025 Nov 14 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2025CP1800640



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al.

Valerie Parrish <valeriep@thehartmanlawfirm.com>

4 June 2025 at 15:01

To: lreynolds@rslawsc.com, bwade@rslawsc.com, llavender@rslawsc.com, Drew Butler
<dbutler@richardsonplowden.com>, James Haarsgaard <JHaarsgaard@richardsonplowden.com>, Dakota Barnhart
<dbarnhart@richardsonplowden.com>
Cc: James Hartman <frank@thehartmanlawfirm.com>

Good afternoon,

I am reaching out to follow up on my email from yesterday with regard to the Consent Motion to Add Party. Please advise if you have had time to review and consent.

Thank you,

Valerie Parrish
Paralegal to J. Frank Hartman, III
The Hartman Law Firm
6650 Rivers Avenue, Suite 600
N. Charleston, SC 29406
Direct (843)560-4402



**THE HARTMAN
LAW FIRM, LLC**
TheHartmanLawFirm.com

----- Forwarded message -----

From: **Valerie Parrish** <valeriep@thehartmanlawfirm.com>

Date: Tue, 3 Jun 2025 at 08:53

Subject: Re: Bowles v. City of Summerville, Dorchester County Public Works, et al.

To: <lreynolds@rslawsc.com>, <bwade@rslawsc.com>, <llavender@rslawsc.com>,
<dbutler@richardsonplowden.com>, <JHaarsgaard@richardsonplowden.com>, <dbarnhart@richardsonplowden.com>

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Consent Motion to Add.pdf
187K



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al.

Lisa Reynolds <lreynolds@rslawsc.com>

4 June 2025 at 15:12

To: Valerie Parrish <valeriep@thehartmanlawfirm.com>, Becca Wade <bwade@rslawsc.com>, Leslie Lavender <llavender@rslawsc.com>, "dbutler@richardsonplowden.com" <dbutler@richardsonplowden.com>, "JHaarsgaard@richardsonplowden.com" <JHaarsgaard@richardsonplowden.com>, "dbarnhart@richardsonplowden.com" <dbarnhart@richardsonplowden.com>

I consent. Please execute with my approval – thanks.

Lisa A. Reynolds

REYNOLDS & STEPHENS, LLC

Address: 1064 Gardner Road, Suite 210, Charleston, SC 29407

843-804-9800

lreynolds@rslawsc.com

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From: Valerie Parrish <valeriep@thehartmanlawfirm.com>**Sent:** Tuesday, June 3, 2025 8:54 AM**To:** Lisa Reynolds <lreynolds@rslawsc.com>; Becca Wade <bwade@rslawsc.com>; Leslie Lavender <llavender@rslawsc.com>; dbutler@richardsonplowden.com; JHaarsgaard@richardsonplowden.com; dbarnhart@richardsonplowden.com**Subject:** Re: Bowles v. City of Summerville, Dorchester County Public Works, et al.

Good morning,

Please see the attached Consent Motion to Add Defendants and Memorandum in Support of same. If this meets with your

approval, please let me know if we have your permission to sign on your behalf and file.

Once we have this Motion filed, we will agree to Dismiss City of Summerville, Dorchester County and Dorchester County Public Works.

Thank you,

Valerie Parrish

Paralegal to J. Frank Hartman, III

The Hartman Law Firm

6650 Rivers Avenue, Suite 600

N. Charleston, SC 29406

Direct (843)560-4402



**THE HARTMAN
LAW FIRM, LLC**
TheHartmanLawFirm.com

On Wed, 21 May 2025 at 10:39, Valerie Parrish <valeriep@thehartmanlawfirm.com> wrote:

Dropbox link:

<https://link.edgepilot.com/s/ce0f39c3/Ye1YcjmfhEGarajkB7zADg?u=https://www.dropbox.com/t/IG6hHWMmg43scqJp>

Valerie Parrish

Paralegal to J. Frank Hartman, III

The Hartman Law Firm

6650 Rivers Avenue, Suite 600

N. Charleston, SC 29406

Direct (843)560-4402



**THE HARTMAN
LAW FIRM, LLC**

TheHartmanLawFirm.com

[Quoted text hidden]



Valerie Parrish <valeriep@thehartmanlawfirm.com>

Bowles v. City of Summerville, Dorchester County Public Works, et al.

Drew Butler <DButler@richardsonplowden.com>

5 June 2025 at 09:31

To: Valerie Parrish <valeriep@thehartmanlawfirm.com>, "lreynolds@rslawsc.com" <lreynolds@rslawsc.com>, "bwade@rslawsc.com" <bwade@rslawsc.com>, "llavender@rslawsc.com" <llavender@rslawsc.com>, James Haarsgaard <JHaarsgaard@richardsonplowden.com>, Dakota Barnhart <dbarnhart@richardsonplowden.com>

Thank you, Valerie! Yes, we consent. Please sign for us.

Regards,

Drew Butler

HOME

VCARD

BIO

LOCATION



Drew Hamilton Butler
 Attorney at Law
dbutler@richardsonplowden.com
Richardson, Plowden & Robinson, P.A.
 1900 Barnwell Street
 Columbia, SC 29201

AND

P.O. Box 21203
 Charleston, SC 29413
 Tel: 843-805-6550 Cell: 803-760-6904
www.RichardsonPlowden.com

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**From:** Valerie Parrish <valeriep@thehartmanlawfirm.com>

**Sent:** Tuesday, June 3, 2025 8:54 AM

**To:** lreynolds@rslawsc.com; bwade@rslawsc.com; llavender@rslawsc.com; Drew Butler <DButler@RichardsonPlowden.com>; James Haarsgaard <JHaarsgaard@RichardsonPlowden.com>; Dakota

Barnhart <[dbarnhart@richardsonplowden.com](mailto:dbarnhart@richardsonplowden.com)>

**Subject:** Re: Bowles v. City of Summerville, Dorchester County Public Works, et al.

---

**External sender** <[valeriep@thehartmanlawfirm.com](mailto:valeriep@thehartmanlawfirm.com)>

Make sure you trust this sender before taking any actions.

[Quoted text hidden]

## AFFIDAVIT OF SERVICE

|                                                           |                                                                              |                                                                                                             |                         |
|-----------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Case:</b><br>2025-CP-18-00640                          | <b>Court:</b><br>In The Court Of Common Pleas For the First Judicial Circuit | <b>County:</b><br>Dorchester, SC                                                                            | <b>Job:</b><br>14590750 |
| <b>Plaintiff / Petitioner:</b><br>Deborah Bowles          |                                                                              | <b>Defendant / Respondent:</b><br>THE CITY OF NORTH CHARLESTON, IMC CHARLESTON, LLC, and WESCOTT PLANTATION |                         |
| <b>Received by:</b><br>All Area Process Services, LLC     |                                                                              | <b>For:</b><br>The Hartman Law Firm                                                                         |                         |
| <b>To be served upon:</b><br>THE CITY OF NORTH CHARLESTON |                                                                              |                                                                                                             |                         |

I, Richard N. Krantz, Jr., being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

**Recipient Name / Address:** Courtney Fields, Clerk of Council, accepted service on behalf of the City of North Charleston, Government: 2500 City Hall Lane, North Charleston, SC 29406

**Manner of Service:** Government Agency, Nov 14, 2025, 11:39 am EST

**Documents:** Amended Summons and Amended Complaint (Received Nov 14, 2025 at 8:49am EST)

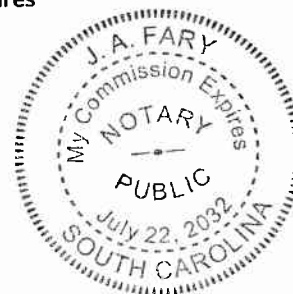
**Additional Comments:**

1) Successful Attempt: Nov 14, 2025, 11:39 am EST at Government: 2500 City Hall Lane, North Charleston, SC 29406 received by Courtney Fields, Clerk of Council, accepted service on behalf of the City of North Charleston. Age: 41; Ethnicity: African American; Gender: Female; Weight: 150; Height: 4'11"; Hair: Black; Eyes: Brown;  
Server met with Courtney Fields, Clerk of Council, who is authorized to accept service for the City of North Charleston. The documents were served/handed to Courtney Fields and service was effectuated at the time noted.

  
Richard N. Krantz, Jr. Date 11/17/2025

Subscribed and sworn to before me by the affiant who is personally known to me.

  
Notary Public  
11/17/2025 07/22/2032  
Date Commission Expires



All Area Process Services, LLC • 520 Folly Road Suite 25, PMB 250, Charleston, SC 29412

Call: 843-864-6699 • Email: allareaprocessservices@gmail.com

STATE OF SOUTH CAROLINA  
COUNTY OF DORCHESTER  
IN THE COURT OF COMMON PLEAS  
C.A. NO. 2025-CP-18-00640

DEBORAH BOWLES

PLAINTIFF,

VS.

CITY OF SUMMERVILLE, ET AL,

DEFENDANTS.

MOTION HEARING  
BEFORE THE HONORABLE MAITE MURPHY

DATE: NOVEMBER 17, 2025  
LOCATION: SOUTH CAROLINA CIRCUIT COURT 1  
TRANSCRIBED BY: ALI BEATTY

## APPEARANCES:

JAMES F. HARTMAN III, ESQUIRE  
THE HARTMAN LAW FIRM, LLC  
6650 RIVERS AVENUE  
NORTH CHARLESTON, SC29406

ATTORNEY FOR THE PLAINTIFF,

LISA A. REYNOLDS, ESQUIRE  
REYNOLDS AND STEPHENS, LLC  
1064 GARDNER ROAD, SUITE 210  
CHARLESTON, SC 29407

ATTORNEY FOR THE DEFENDANT.

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EXAMINATIONS

(NONE)

EXHIBITS

(NONE)

1 CLERK: So well move down to number 14, which is case  
2 number 2025-CP-18-00640, Deborah Bowles v City of Summerville,  
3 a motion to dismiss.

4 MS. REYNOLDS: Good morning your Honor.

5 THE COURT: Good morning.

6 MR. HARTMAN: Good morning your Honor. James Hartman for  
7 the Plaintiff.

8 MS. REYNOLDS: Lisa -- Lisa Reynolds for the City of North  
9 Charleston.

10 THE COURT: All right and whose motion do we have here?

11 MS. REYNOLDS: Your Honor this is my motion. So I filed a  
12 brief on the 12th and Mr. Hartman filed his opposition on the  
13 14th. My initial motion to dismiss was because the -- what was  
14 actually filed or served upon my client was not filed, was one  
15 of the grounds. And so I filed, you know, a motion to dismiss  
16 based on the fact that there was insufficiency of process,  
17 insufficiency of service of process, and both within the  
18 statute of limitations.

19 Since that time, Mr. Hartman has filed the summons and  
20 complaint, or excuse me, an amended summons and complaint. He  
21 filed that November 13th and I -- I got a copy of the proposed  
22 amendment. But I still say this is outside of the statute of  
23 limitations. This is a trip and fall case that occurred March  
24 27th of 2023. On March 20th of 2025, Mr. Hartman filed a  
25 lawsuit against the City of Summerville, Dorchester County

1 Public Works, Dorchester County and Wescott Plantation.

2 I was assigned or retained to represent Dorchester County  
3 and Dorchester Public Works in that case. We filed an answer.  
4 We served discovery. We went back and forth on whether or not  
5 responses were sufficient and in then in that, I had also  
6 filed, when I was representing Dorchester County and Dorchester  
7 County Public Works, a motion to strike their claims for  
8 attorney's fees and punitive damages as under the South  
9 Carolina Tort Claims Act, those are not recoverable.

10 May 20th I got an email from Mr. Hartman's office or from  
11 his paralegal saying that he was looking to dismiss my client,  
12 my two clients, as well as the City of Summerville if we would  
13 withdraw our motions. At that point, City of Summerville was  
14 being represented by Mr. Butler. Ultimately, he filed, Mr.  
15 Hartman filed a motion to add a party on Juen 5th of 2025. He  
16 sought to add the City of North Charlston Public Works and IMC  
17 Charleston LLC.

18 We all consented to that because he said, you know, as  
19 soon as he -- we would consent, he would dismiss our clients.  
20 So we did. The court signed and accepted that and issued an  
21 order allowing him to add those two parties in June 11th of  
22 2025. Nothing was ever filed with the court until November  
23 13th of 2025 where he added the City of North Charleston, not  
24 the City of North Charleston Public Works, and IMC Charleston.

25 So I would allege your Honor that we have -- he was well

1 past the statute of limitations. It's a governmental entity,  
2 the City of North Charleston. I was retained to hire them, or  
3 I was retained to represent them in this matter in July of  
4 2025. So since this is a governmental entity, the two statute  
5 of limitations, unless there is a verified claim. Mr. Hartman  
6 did not file a verified claim so my -- it's a two-year statute.

7 That statute ran March 27th of 2025. There was not a  
8 motion to add this party. My -- the City of North Charleston  
9 or to add any parties until June of 2025. So we're already  
10 outside of the statute. And then they were not served until  
11 November 13th of 2025. Or I guess it wasn't filed until  
12 November 13th of 2025.

13 I've laid all that out in my motion. Mr. Hartman filed a  
14 memo in opposition and would just like to address a couple of  
15 those points there because you do have these motions, I mean  
16 these memos to review. There's several misstatements of both  
17 law and fact in this memo. There was never a motion to  
18 substitute parties. I never represented the City of  
19 Summerville.

20 We never, like I said, allowed him to substitute. It was  
21 always to add parties. He has miscited two cases, both of what  
22 the -- what they state as well as the case cite in his  
23 memorandum. I believe it's his position that simply filing a  
24 lawsuit, regardless against who tolls the statute of  
25 limitations until it can be served. And he cites *Muir v C.R.*

1 *Bard*. That case does not state that and there is no case law  
2 in the state of South Carolina that allows simply filing a  
3 summons and complaint to toll the statute.

4 The case, I mean the Rule 3 plus South Carolina Statute  
5 15-3-20 both say that it has to be commenced within the statute  
6 of limitations and served within the statute of limitations or  
7 served within 120 days. This amended complaint was not filed  
8 within the statute of limitations by months. I understand that  
9 he's also looking at *Vines* to say that as long as -- as long as  
10 you file it, his claim stands between *Muir* and *Vines vs South*  
11 *Memorial* that as long as they file a lawsuit within the statute  
12 of limitations, it tolls it as long as service is made within a  
13 reasonable amount of time. Again, like I said, *Muir* does not  
14 stand for that.

15 It doesn't even address statute of limitations as far as  
16 service. It only addressed whether or not someone actually  
17 filed a lawsuit within the statute. Doesn't address service at  
18 all. It sure doesn't rule that there's a tolling. *Vines*,  
19 again, *Vines vs South* does not say that have anything to do  
20 with service of process or filing within the statute. *Vines*  
21 had to do with whether or not there was strict compliance  
22 required for the verification under a verified claim in order  
23 to get that third year statute.

24 So I would say that there is no -- you know the case law  
25 is clear. The statutes are clear. You have to file within the

1 statute of limitations. He did not file within the statute of  
2 limitations.

3       So I think we're -- that should end it there but to  
4 address this other issues, is that he thinks this -- he thinks  
5 that should toll it and that under 15(c) it should relate back  
6 to his original filing. Under an original filing, or under  
7 15(c), they're -- they have to meet three requirements: same  
8 conduct, transaction or occurrence, and I would say -- admit  
9 your Honor that's there; that the new party received an action  
10 within the statute of limitations, which in this case was two  
11 years; and that within that two years, they should have known  
12 but for mistake, they would have been the proper party. Your  
13 Honor, the Plaintiff didn't even know it was the City of North  
14 Charleston or the City of North Charleston Public Works until  
15 well after the statute had run. So if they didn't know how we  
16 were -- how the city was supposed to know, I -- I'm not quite  
17 sure.

18       He does allege that in his statute that or in his memo  
19 that we allowed a substitution of counsel. And again I would  
20 have the court review back in their filings. There was never a  
21 substitution of counsel. There was an -- a motion to allow him  
22 to add a party. That motion was made after the statute had  
23 run.

24       He does want to say that since I was appointed to  
25 represent the Dorchester originally and the ultimately retained

1 to also represent the City of North Charleston once they were  
2 added that my knowledge should be reflected onto the city. But  
3 again your Honor, there's no evidence that the city knew.  
4 There's no evidence that I knew that the proper party would  
5 have been the city within the statute of limitations. I had  
6 actually specifically asked for documentation or evidence from  
7 him on what he based his allegations of who owned and  
8 maintained the area and he never answered that question, much  
9 less within the statute.

10 THE COURT: All right. Thank you Counsel. Mr. Hartman,  
11 your response sir. You're on mute. Mr. Hartman, you're on  
12 mute.

13 MR. HARTMAN: Pardon me, I didn't realize I was on mute.  
14 May it please the court?

15 THE COURT: Yes sir.

16 MR. HARTMAN: James Hartman here for the Plaintiff. Can  
17 you hear me all right?

18 THE COURT: Yes sir I can hear you.

19 MR. HARTMAN: Okay great. We filed our memo on the 14th,  
20 so you have it there for review. I understand Ms. Reynolds's  
21 position. Our -- just to run you through it quickly and I know  
22 that you just you kind of wanted to hit the highlights. Our  
23 primary issue revolves around, well the system is predicated on  
24 notice, ultimately.

25 And the case that we want to rely on realistically is

1 *Hughes vs Water World* which, in which the party that was added  
2 within the period provided by law for commencing the action,  
3 must have received such notice of the institution of the action  
4 that he will not be prejudiced and maintaining his defense on  
5 the merits. Formal notice by service of process defeats the  
6 purpose of this rule so informal notice of the knowledge of the  
7 suit is sufficient. This is the Plaintiff's lawyers lament  
8 where the person comes to you at the last minute and in this  
9 case Ms. Bowles approached us about 10 days before the two-year  
10 statute under the tort claims act was going to expire. So we  
11 went ahead and we filed the summons and complaint so that we  
12 could toll and make sure that the statute did not expire  
13 against the potential Defendants.

14 And then through initial discovery, we were able to  
15 determine that in spite of the fact that she lived in  
16 Dorchester County, and it appeared the Dorchester County Public  
17 Works was in fact the Defendant, and point of fact it was  
18 actually the City of North Charleston which was just a  
19 peculiarity of the facts. So once we came to that realization,  
20 obviously we wanted to add the party as Ms. Reynolds has noted.  
21 It's our position that in filing the summons and complaint we  
22 were able to toll the running of the statute of limitations  
23 against the City of North Charlston under Rule 15(c) and again  
24 under *Hughes vs Water World*. And again -- so my point of  
25 contention is that this is the same set of facts.

1           It's the same summons and complaint and ultimately Judge  
2 Goodstein allowed us to, under Rule 4, allowed us to amend the  
3 summons and complaint and name the proper Defendants. That  
4 would have occurred on, let's see, the statute would have --  
5 she -- the statute would have run 3/23 or 3/27 of 2025. So we  
6 had approximately seven days in order to be able to file it.  
7 We served the Defendant City of North Charleston with a copy of  
8 the summons and complaint with their name in it on July 17th,  
9 2025.

10           Now I understand that the -- Ms. Reynolds position that  
11 that is imperfect service but realistically, under *Hughes vs*  
12 *Water World*, we believe that the language that says so informal  
13 notice of knowledge of the suit is sufficient would certainly  
14 cover these circumstances and that's well within the 120-day  
15 statute of repose that Ms. Reynolds is relying upon. As it  
16 happens, yeah Ms. Reynolds was apparently legal counsel for the  
17 town of Summerville and then ultimately the City of North  
18 Charleston. So it's our position that she was aware that,  
19 certainly on May 31st when we asked to amend the summons and  
20 complaint to include the City of North Charleston, as an agent,  
21 as the lawyer for the City of North Charleston, she would  
22 certainly then be constructively or I'll use this language, on  
23 informal notice of knowledge that there is a lawsuit pending  
24 against the City of North Charleston. And we don't feel that  
25 amending the summons and complaint to add the proper Defendants

1 effectively creates a new summons and complaint. It doesn't.  
2 The summons and complaint we were able to preserve the statute  
3 from expiring and then provided them with service.

4 And then let's see, the third requirement is that the  
5 person knew or should have known but for the mistake concerning  
6 the identity of the proper party, the action would have been  
7 brought against him. Like, as I said, May 31st is when we  
8 asked for the amended summons and complaint and then Judge  
9 Goodstein granted our order adding the new Defendants on June  
10 the 11th of 2025 which is also within the 120 days. And  
11 lastly, under *Hughes*, City of North Charleston has suffered no  
12 prejudice in maintaining their defense on merits. All the  
13 defenses afforded to a named Defendant are still available to  
14 the City of North Charleston as a matter of law. Based on  
15 *Hughes*, and based on the fact that we got the summons and  
16 complaint filed before the expiration of the statute, we  
17 believe that this motion for summary judgement should be  
18 denied. Thank you your Honor.

19 THE COURT: Thank you Counsel. Any response Ms. Reynolds?

20 MS. REYNOLDS: Yes your Honor. As I said this -- it's not  
21 a statute of repose. It's a statute of limitations. I think  
22 the case law is very clear that it does have to be filed within  
23 the statute of limitations. It has to be filed against the  
24 party against the statute. Simply filing a lawsuit does not  
25 toll the statute of limitations in this state.

1           And I think the case law's clear on that. Additionally  
2 your Honor, it was not served. What was served on the City of  
3 North Charleston was not -- was not filed. So there actually  
4 wasn't a lawsuit instituted against the City of North  
5 Charleston until it was filed, which was November 13th, 2025.

6           He's produced no evidence that the city knew of the  
7 institute of the action within the lawsuit. And he presented  
8 no evidence that the City of North Charleston knew but for a  
9 mistake within the statute that it would have been them. The  
10 fact that I represented two Defendants in that lawsuit at that  
11 time does not equate my knowledge to them. I'm a third-party  
12 attorney that was hired and I didn't even represent the city at  
13 the time he moved to add them.

14           So I think it's perfectly clear that he's missed the  
15 statute of limitations in this case. There is no tolling of  
16 the statute. He had to file it within the statute -- within  
17 the statute of limitations of two years, serve it within 120  
18 days of that filing and, like I said your Honor, it wasn't even  
19 filed until November 13th. And if you look at what was  
20 produced by the Plaintiff as part of their memo in opposition,  
21 he pulled the tax record for this property and highlights that  
22 there's a part going to the City of North Charleston. I mean  
23 that could have easily been pulled when he was retained.

24           But again, I think the case law's clear. The filing of  
25 statute, filing of summons and complaint does not toll the

1 statute of limitations as to any and all potential Defendants.  
2 And I don't think he's met the obligation under 15(c) if you  
3 were to find that he had even properly filed and served the  
4 city within the statute.

5 THE COURT: All right. Thank you to you both. I'll take  
6 a look at the filings and notify you of an opinion.

7 MR. HARTMAN: Your Honor?

8 MS. REYNOLDS: Thank you your Honor.

9 MR. HARTMAN: I have an opportunity to reply or does your  
10 Honor want to rest on the merits?

11 THE COURT: If -- I'll -- if you would rest on the merits,  
12 I'll certainly take a look at your memorandums and take a look  
13 at the case law and notify of an opinion.

14 MR. HARTMAN: Okay. Thank you your Honor.

15 THE COURT: Thank you. Have a good day.

16 MS. REYNOLD: Thank you ma'am.

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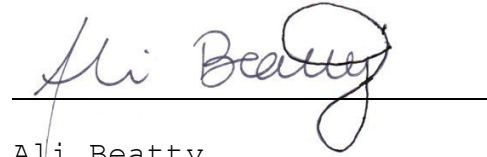
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**CERTIFICATE OF TRANSCRIBER**

I, Ali Beatty, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court of Dorchester County, South Carolina, on the 17th day of November 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

May 3, 2026

A handwritten signature in blue ink that reads "Ali Beatty". The signature is written over a solid horizontal line.

Ali Beatty

Transcriber