THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Sign-N-Ryde, LLC,	Appellant,
v.	
Preferred Automotive Group, LLC, and Larry King Chevrolet, LLC,	Defendants,
Of whom Larry King Chevrolet, LLC, is	Respondent.

Appeal From Spartanburg County
Roger L. Couch, Circuit Court Judge

Unpublished Opinion No. 2011-UP-554
Heard October 19, 2011 – Filed December 9, 2011

AFFIRMED

William S.F. Freeman, of Greenville, for Appellant.

Robert Lawrence Reibold, of Columbia, for Respondent.

PER CURIAM: Sign-N-Ryde, LLC, appeals the dismissal of its claims against Larry King Chevrolet, LLC, for false light invasion of privacy, breach of implied warranty, and violation of the South Carolina Regulation of Manufacturers, Distributors and Dealers Act. We affirm.

1. As to the dismissal of the cause of action for false light invasion of privacy, we agree with Sign-N-Ryde that dismissal of this claim at the pleading stage solely on the ground that it has not yet been recognized as an actionable tort is premature. See Madison v. Am. Home Prods. Corp., 358 S.C. 449, 451, 595 S.E.2d 493, 494 (2004) ("As a general rule, important questions of novel impression should not be decided on a motion to dismiss."). Nevertheless, we hold the dismissal pursuant to Rule 12(b)(6), SCRCP, on the ground that the complaint did not allege Larry King Chevrolet publicized facts specifically about Sign-N-Ryde was proper. See Restatement (Second) of Torts § 652E (1977) (stating a party is subject to liability for false light invasion of privacy if that party "gives publicity to a matter concerning another that places the other before the public in a false light" (emphasis added)). Here, Sign-N-Ryde asserted only that Larry King Chevrolet "caused the cars to be identified in the system as stolen"; there is no allegation in the complaint that Larry King Chevrolet made any representations concerning Sign-N-Ryde.

2. We hold the trial court correctly dismissed Sign-N-Ryde's claim for breach of warranty of merchantability based on the absence of any allegation that the vehicles were mechanically defective. See S.C. Code Ann. § 36-2-314 (2003) (stating that for goods to be merchantable, they must (1) pass without objection in the trade under the contract description; (2) if fungible, be of fair average quality; (3) be fit for the ordinary purposes for which they are used; (4) run, within variation permitted by the sales agreement, of even kind, quality, and quantity within each unit and among all units involved; (5) be adequately contained, packaged, and labeled as the agreement may require; and (6) when applicable, conform to other warranties from course of dealing or trade usage); S.C. Code Ann. § 36-2-315 (2003) (providing a warranty of fitness for a particular purpose is implied if "the seller at the time of contracting has reason to know any particular purpose for which the goods

are required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods" (emphasis added)). The vehicles involved in this action were purchased by Sign-N-Ryde from a third party that in turn had obtained them from Larry King Chevrolet; therefore, no buyer-seller relationship existed between Sign-N-Ryde and Larry King Chevrolet. Moreover, Larry King Chevrolet acknowledged in its brief that it did not seek dismissal of a separate cause of action arising from Sign-N-Ryde's assertion that it "was an innocent holder in due course who gave valuable consideration for title to the vehicles." Because we affirm the dismissal of the breach of warranty claims based on Sign-N-Ryde's failure to allege any problems with the vehicles other than title defects, we need not address Sign-N-Ryde's argument that the trial court, in dismissing these claims, incorrectly relied on North Carolina law to hold that privity was required. See Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (stating an appellate court need not address remaining issues when a decision on a prior issue is dispositive).

3. Finally, we affirm the trial court's dismissal of Sign-N-Ryde's claim under the South Carolina Manufacturers, Distributors and Dealers Act, sections 56-15-10 to -140 of the South Carolina Code (2006 & Supp. 2010), on the ground that the Act does not cover vehicle sales in North Carolina by a North Carolina car dealer. See Robertson v. Bumper Man Franchising Co., 364 S.C. 155, 157, 612 S.E.2d 451, 452-53 (2005) (citing the rule that "state statutes have no extraterritorial effect" and further rejecting the argument that a subsequent contract executed by the parties in South Carolina did not cause the particular legislation at issue "to relate back and apply to" the prior out-of-state transaction) (cited in Carolina Trucks & Equip. v. Volvo Trucks of N. Am., 492 F.2d 484, 489 (4th Cir. 2007)).

AFFIRMED.

FEW, C.J., and THOMAS and KONDUROS, JJ., concur.