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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM THE COURT OF APPEALS

Trial Judge: Clifton Newman, Circuit Court Judge Court of Common Pleas

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Appellate Case No.: 2016-000405

Claude McAlhany, ...Respondent.

v.

Kenneth A. Carter, Sr. d/b/a Carter & Son Pest Control, Carter & Son Pest Control, Inc. and Erick Cogburn.....Petitioner.

PETITIONER'S REPLY BRIEF

Trevor M. Hughey, Esquire
James C. (Trey) Cox, III, Esquire
GRIER, COX & CRANSHAW, LLC
Post Office Box 2823
Columbia, SC 29202
(803) 731-0030
Attorneys for Petitioner, Kenneth Carter, et. al.

Other Counsel of Record:

William F. Barnes, III, Esquire
Peters, Murdaugh, Parker Eltzroth & Detrick, P.A.
Post Office Box 457
Hampton, SC 29924
Attorney for Respondent
Claude McAlhany

Richard Ness, Esquire
Alison D. Hood, Esquire
Ness & Jett, LLC
P.O. Box 909
Bamberg, SC 29003
Attorneys for Eric Cogburn

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Petitioner, Kenneth A. Carter, Sr. d/b/a Carter & Son Pest Control, and Carter & Son Pest Control, Inc. (collectively hereinafter "Carter") submits this reply brief to rebut the arguments proffered by Respondent, Claude McAlhany ("McAlhany"), in his brief of January 6, 2017.

I. RESPONDENT FAILS TO CITE ANY DUTY OF CARTER TO DISCLOSE MOISTURE RELATED MOLD

As well established by the prior briefs and appellate record, Carter conducted an inspection related solely to the presence of termites, and other wood destroying organisms, on October 19, 2007, for a residence at 3633 Faust Street, Bamberg, South Carolina and thereafter issued a CL-100, Wood Infestation Report ("CL-100"). (APP. p. 243, ll. 8-15, pp. 227-228). This inspection was performed as a prerequisite for the sale of the Faust Street property from Co-defendant/Petitioner, Erick Cogburn ("Cogburn"), to McAlhany. (APP. p. 21, ll. 9). And, while McAlhany recites his legal contention that Carter, or anyone performing a CL-100 inspection, may have a duty to examine a residential home for moisture levels related to conditions conducive for the growth of mold or other health related fungi, McAlhany has put forth no legal argument to establish how this duty arose in the instant action.

In fact, McAlhany has put forward no rebuttal to Carter's contention that the duty of a CL-100 inspector to assess moisture levels arises only as such moisture-content is useful in "describing the apparent absence of wood-destroying organisms," such as termites.[1] As previously noted, S.C. Code Regs. 27-1085K(4) makes plain that in the course of performing a CL-100 inspection one has absolutely no duty to discover or disclose moisture – as that moisture might cause or be a condition conducive to the development of health related mold/fungi. "The

[1] S.C. Code Regs. 27-1085K(1).

Wood Infestation Report [CL-100] is in no way a report of the presence or absence of health-related fungi or conditions conducive to their presence or development in the structure."[2] Moreover, during McAlhany's deposition the following concession on this point occurred:

> Q. Okay. Are you aware if a CL-100, if it is to address or to discover mold or fungi in the home?
>
> A No, it don't supposed to.

(APP. p. 123, ll. 20-23).

The only argument McAlhany presents to support the proposition that Carter had a duty to inspect for moisture levels, related to mold, arises through the suggestion that Carter usually checks for moisture during a CL-100 inspection then citing to the traditional rule of negligence that "if an act is voluntarily undertaken 'the actor assumes a duty to use due care.'"[3] Yet, nothing in the appellate record indicates that Carter performed any type of inspection for moisture (related to termites, mold, or otherwise) in October of 2007.

McAlhany's brief also seems to concede Carter's argument that Carter only "conducts moisture readings during an inspection if there *is visible evidence of water damage*." (Resp. Br. p. 5 citing to APP. p. 256 (emphasis added)). Given the amount of remodeling work undertaken by Cogburn between March of 2007 and the closing sale of the subject property in November of 2007,[4] there is no reason to suspect any visible evidence of water damage existed at the property

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[2] S.C. Code Regs. 27-1085K(4).

[3] McAlhany's assessment of the Court's holding in *Miller v City of Camden*, 329 S.C. 310, 494 S.E.2d 813 on page 16 of Respondent's Brief.

[4] Cobgurn testified he undertook "at least" $35,000.00 worth of remodeling efforts on the subject property during this time period. (APP. pp. 276-277).

during the October 2007 CL-100 inspection.[5] Moreover, the face of the CL-100, at issue, repeatedly states that no moisture inspections were undertaken in October of 2007 and even goes so far as to provide an explanation indicating that the lack of moisture readings relates to the inaccessibility of certain areas of the property. (APP. pp. 227-228). If Carter performed no moisture readings, then there can be no negligence claim made regarding a failure to "use due care" in the undertaking of an activity (i.e. moisture tests), which was not actually performed. [6]

Conversely, assuming *arguendo* Carter did perform a moisture level test, in October of 2007, the appellate record also is devoid of any evidence to suggest that such moisture tests were conducted as part of an investigation, or inspection, for mold or conditions conducive to mold. By all accounts in the record, Carter performed a standard CL-100, which is an inspection solely for termites and other wood destroying organisms.[7] (APP. p. 251, ll. 14-17). Moisture readings are not only relevant to, but necessary for, the presence of termites and other wood destroying organisms.[8] (APP. p. 259, ll. 14-23). As such, Carter's moisture tests (supposing such occurred) would have been solely in furtherance of finding wood destroying organisms and not for health related mold.

Any duty Carter would have assumed for a health related mold infestation could only arise if he expressly undertook such a mold inspection – in addition to his standard CL-100 inspection. However, no evidence appears in the record that McAlhany, or anyone else, retained Carter to perform any inspection other than a CL-100. There are no separate contracts or agreements, no exchange of correspondence, and no testimony from any witness to indicate that

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[5] Of course, if the property did suffer from visible water damage in readily accessible portions of the home, then McAlhany should have seen such damage, and thus would have been on notice of the claims asserted herein.
[6] *Miller* 329 S.C. 310
[7] S.C. Code Regs. 27-1070K
[8] S.C. Code Regs. 27-1070J

Carter performed a mold specific inspection or anything other than a simple CL-100, Wood Infestation Report.

Since Carter, or anyone, conducting a CL-100 inspection for wood destroying organisms has no duty to discover or report mold, or conditions conducive for mold, McAlhany cannot maintain his negligence claim against Carter.[9] Carter violated no duty owed to McAlhany with respect to conditions conducive to mold in the subject property; thus, the trial court's grant of summary judgment should be affirmed.

II. THE CL-100 PLAINLY STATES NO MOISTURE TESTS PERFORMED

Although already discussed briefly *supra*, the point is worth reiteration. The CL-100 at issue repeatedly indicates that moistures level readings were not taken during the October 2007 inspection and even explains that "[w]ood and ground moisture [sic] is not available due to the building being on [sic] cement slab." (APP. pp. 227-228). Even more importantly, McAlhany signed and dated the CL-100 on November 5, 2007, thereby acknowledging that he reviewed and received such report. (APP. pp. 227-228). Moreover, McAlhany confirmed his acknowledgement and review of this particular CL-100 report by testifying that he "did look it all over." (APP. p. 96, ll. 13-25).

As cogently argued by Co-Petitioner Cogburn, "South Carolina's statute of limitations requires 'very little to start the clock.'"[10] If McAlhany believes that the failure of Carter to

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[9] *Shipes v. Piggly Wiggly St. Andrews, Inc.*, 269 S.C. 479, 482-83, 238 S.E.2d 167, 168 (1977) citing to Prosser, Handbook of the Law of Torts § 30 (4th ed. 1971) (finding that "duty" is the first of three necessary elements in any tort action.)

[10] *Maher v. Tietex Corp.*, 331 S.C. 371, 380, 500 S.E.2d 204, 208 (Ct. App. 1998) citing *Roe v. Doe*, 28 F.3d 404, 407 (4th Cir. 1994) (applying South Carolina law and holding that the statute of limitations "begins to run when the facts and circumstances would alert an injured person of common knowledge and experience that *she might have a cause of action, not that she certainly has one.*") (emphasis added).

perform such tests give rise to his cause of action,[11] then again, by McAlhany's own argument and testimony, he had specific knowledge that no moisture tests were performed by November of 2007. As such, McAlhany was aware from this point in time of the purported malfeasance, which forms the basis of his lawsuit, and therefore, the clock should start from this point.

Finally, McAlhany acquiesced to the proposition that he "knew," in October of 2007, that Carter "hadn't done his job properly" when McAlhany found live termites on the very day he took possession of the subject property (APP. p. 156, ll. 18-20). "Under § 15-3-535, the statute of limitations is triggered not merely by knowledge of an injury but by knowledge of facts, *diligently acquired*, sufficient to put an injured person on notice of the existence of a cause of action against another.[12] Given the information readily available to McAlhany, he was certainly on notice that some right of his has been invaded or that some claim against Carter might exist.[13] Yet, McAlhany failed to investigate, or diligently acquire, additional facts that would have undoubtedly linked the presence of termites to moisture, and moisture intrusion into the subject property, after all, is the underlying cause of all McAlhany's property damage and alleged personal injury claims. As such, the summary judgment granted by the trial court should be sustained.

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[11] Respondent's Brief, filed by McAlhany, expressly argues that, "Carter was negligent in numerous ways, including failing to conduct a moisture reading test during the CL-100 inspection."

[12] *Epstein v. Brown*, 363 S.C. 372, 376, 610 S.E.2d 816, 818 (2005) citing *True v. Monteith*, 327 S.C. 116, 120, 489 S.E.2d 615, 617 (1997) (emphasis added). Also see *Burgess v. Am. Cancer Soc., S.C. Div., Inc.*, 300 S.C. 182, 186, 386 S.E.2d 798, 800 (Ct. App. 1989) (citing to *Grayson v. Fid. Life Ins. Co.*, 114 S.C. 130, 135, 103 S.E. 477, 478 (1920) for the proposition that one must use "reasonable diligence" in the pursuit of the facts and circumstances surrounding a cause of action.)

[13] *Snell v. Columbia Gun Exchange, Inc.*, 276 S.C. 301, 303, 78 S.E.2d 333, 334 (S.C. 1981) (per curium opinion).

III. PETITIONER SEEKS NO NEW STANDARD FOR REVIEW OF MOTIONS FOR SUMMARY JUDGMENT

Appellate courts review an order granting summary judgment by employing the identical standard utilized by the Common Pleas Court.[14] Such an order is properly granted when "the pleadings, depositions, answers to interrogatories, and admissions on file, together, with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."[15] When determining if any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party.[16] However, "the opposing party may not rest upon mere allegations or denials, but must respond with specific facts showing a genuine issue."[17]

Despite the contentions of McAlhany's brief, this is the same standard put forward in Carter's Final Brief to the Court of Appeals, and no new interpretation of the summary judgment standard was sought then or is currently sought by this petition. (APP. pp. 345-346). What is argued by Carter – along with the lack of a legal duty related to mold – is that the uncontroverted evidence and testimony of the record indicates that McAlhany was aware of a series of problems with both the CL-100, issued by Carter, and the Faust Street property from his first possession of the property and receipt of the CL-100, in October-November of 2007. Among these are the termites seen by McAlhany on the first day he moved into the property, McAlhany's belief, at

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[14] *Wells v. City of Lynchburg,* 331 S.C. 296

[15] *Moriarty v. Garden Sanctuary Church of God,* 341 S.C. 320, 327, 534 S.E.2d 672, 675 (2000) (quoting Rule 56(c), SCRCP).

[16] *Wilson v. Style Crest Products, Inc.,* 367 S.C. 653, 627 S.E.2d 733 (2006).

[17] *City of Columbia v. Town of Irmo*, 316 S.C. 193, 195, 447 S.E.2d 855, 857 (1994) citing *Owens v. Magill*, 308 S.C. 556, 419 S.E.2d 786 (1992).

the time he took possession of the property, that Carter "hadn't done his job properly," and that the face of the CL-100 indicates that no moistures test performed. (APP. pp. 134-135, p. 156, ll. 18-20, p. 96, ll. 13-25).

Carter further argues that McAlhany's deposition testimony indicates that he found mold and the presence of moisture at different times and locations[18] at the Faust Street property beginning with his replacement of the original floors, which occurred when McAlhany "very first moved in there" and "tore out the first floor" and replaced these "tongue-and-groove" wood floors" with a "floatable floor." (APP. p. 100, l. 19, l. 3; p. 101 3; p. 152, ll. 1-7). While replacing this floor, McAlhany testified that he used mold cleaning products, supplied by a friend, in "2007." (APP. pp. 152-153). Eight to nine months later, this floatable floor also warped, which McAlhany replaced with a ceramic tile floor. (APP. p. 101, ll. 3-24). While finishing up this second floor replacement (each floor replacement would have clearly taken some time to do), McAlhany then began painting the bedroom where he, again, found mold. (APP. pp. 101-102). McAlhany asserts that he discovered the additional mold in a bedroom in "'07/'08, or late '08 sometime" while he was painting the bedroom walls and the paint roller pierced the sheetrock wall. (APP. p. 102, ll. 2-6, p. 107, ll. 5-13). Later in his deposition, McAlhany claims he discovered bedroom mold "[i]n probably '09." (APP. p. 109, l. 25).

Although parts of McAlhany's testimony appear inconsistent in places, McAlhany must assume responsibility for alleviating these inconsistencies. Courts have long recognized that "[w]here the witness was confused at the earlier deposition or for some other reason misspoke, the subsequent correcting or clarifying affidavit may be sufficient to create a material dispute of

[18] Understanding McAlhany's testimony as indicating that mold was found at different times and locations is the one adopted by the trial court. (APP. p. 9 and p. 11).

fact."[19] Conversely, McAlhany's brief takes the strident position that, "McAlhany is not required to explain anything." (Res. Br. p. 15). McAlhany's position on this point does not comport with the long held tradition of civil action discovery expressed by the appellate courts of this state. "The gist and gravamen of the discovery rules mandate full and fair disclosure to prevent a trial from becoming a guessing game or one of ambush for either party."[20] If McAlhany is allowed to assert one set of facts when he really means another, regarding a material issue of fact and without the burden of clarification, then Cater cannot properly prepare for trial. This scenario would leave Carter, or any other defendant, guessing about which additional material facts presented by a plaintiff might change between his deposition and later trial testimony.

Further, without clarification for McAlhany's inconsistent deposition, McAlhany would appear to lack the necessary personal knowledge required to establish a foundation for any ensuing testimony as required by South Carolina Rule of Evidence 602 on a material issue in this action. Alternatively, if McAlhany cannot provide clarification, then he might be considered "incapable of expressing himself concerning [this] matter as to be understood." In either situation, if McAlhany cannot present clear and cogent testimony, or an appropriate explanation for the repeated inconsistency of his testimony, then Carter should not be required to defend a case where the complainant cannot put forth competent testimony on a material issue of fact. [21]

Finally, McAlhany has argued that this discussion – regarding the only potential dispute

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[19] *Martin v. Merrell Dow Pharm., Inc.*, 851 F.2d 703, 705 (3d Cir. 1988) (citing to *Lane v. Celotex Corp.*, 782 F.2d 1526 (11th Cir. 1986).

[20] *Scott v. Greenville Hous. Auth.*, 353 S.C. 639, 652, 579 S.E.2d 151, 158 (Ct. App. 2003) (citing to *State Hwy. Dep't v. Booker*, 260 S.C. 245, 195 S.E.2d 615 (1973) and *Hodge v. Myers*, 255 S.C. 542, 180 S.E.2d 203 (1971)).

[21] See *State v. Tennant*, 394 S.C. 5, 12 (S.C. 2011) (indicating that if a foundation is not provided, then such testimony should be excluded.)

of a material issue of fact arising solely from McAlhany's inconsistent deposition – is an issue not properly preserved for appellate review. This contention made in McAlhany's brief seems to center on the fact that Carter has described McAlhany's inconsistencies in a colorful manner, as "manufacturing" an issue of fact. Such a description was, and is, a mere rhetorical device intended to demonstrate to the court that the only dispute regarding a material issue of fact originates solely with McAlhany's testimony and is therefore a "product" of his failure to address material questions necessary for his cause of action to prevail. The Court of Appeals addressed this entire line of inquiry through its assessment and lengthy discussion of *McMaster v. Dewitt*, 411 S.C. 138. [22] Carter's contention is, and was, that the Court of Appeals focused incorrectly on the "sham affidavit" at issue in *McMaster* and not on the more important principals outlined by the supporting case-law cited in *McMaster*.

V. PROPERTY DAMAGE AND PERSONAL INJURY CLAIMS ARISE FROM THE SAME UNDERLYING FACTS

Finally, McAlhany argues that his personal injury claims did not accrue until actually sustained in 2009, and as such, his claims cannot be barred by the statute of limitations. (Res. Br. pp. 12-14). However, as previously discussed, McAlhany admits he was aware of a series of problems with both the CL-100, and the subject property beginning in October-November of 2007. And, Carter maintains that there is more than sufficient information in the appellate record to indicate McAlhany found mold when he "very first moved in there." (APP p. 152, ll. 5-7).

Had McAlhany investigated, or diligently acquired, additional facts, then he would have certainly been able to link these problems, including the presence of termites to moisture and the

[22] *McAlhany v. Carter*, 415 S.C. 54, 64-66, 781 S.E.2d 105, 111-12 (Ct. App. 2015)

ensuing mold.[23] Both mold and termites are living organisms, and all such organisms require moisture to survive. The moisture intrusion into the subject property is the underlying cause of all McAlhany's property damages and alleged personal injury claims. Unfortunately, McAlhany took no steps to investigate or mitigate the problems each caused. Instead, McAlhany allowed additional causes of action to accrue.

South Carolina has long recognized the "general rule that it is the duty of the owner of property, which is injured by the negligence of another, to use reasonable means to minimize the damages."[24] This rule is usually applied "to damages which one can prevent, and not to damages already accrued."[25] In the instant action, the personal injury damages, about which McAlhany complains, were both preventable and had yet to accrue when McAlhany first obtained notice of the alleged problems with the Faust Street property and the purportedly defective CL-100 issued by Carter.[26]

While Carter is unaware of any opportunity this Court has had to apply the duty to mitigate and the avoidable consequences doctrine to a tort action or personal injury claims, Carter argues that this case is ripe for such a holding. Carter suggests that this Court adopt a rule similar to the following:

> "[T]hat an injured plaintiff, whether his case be in tort or contract, must exercise reasonable care and diligence to avoid or lessen the consequences of the

[23] *Epstein v. Brown*, 363 S.C. 372
[24] *Newman v. Brown*, 228 S.C. 472, 480, 90 S.E.2d 649, 653 (1955)
[25] *Id.* (citing 25 C. J. S., Damages, § 33, p. 501).
[26] "Defective" in this case refers to McAlhany's claims for relief premised upon Carter's failure to conduct moisture reading during his October CL-100 inspection. (Res. Br. p. 2).

defendant's wrong. If he fails to do so, for any part of the loss incident to such failure, no recovery can be had.[27]

McAlhany was indisputably aware of the alleged violations of his termite bond upon discovering live termites on the first day he took possession of the Faust Street Property. (APP. pp. 134-135). At that point, McAlhany was then under a duty to investigate and take reasonable precautions against incurring additional damages without regard to whether such damages were to his person or further damage to his property. South Carolina "law does not require unreasonable exertion or substantial expense" to satisfy a duty to mitigate.[28] And, a follow up Wood Infestation Report would have only cost McAlhany between One Hundred and One Hundred Fifty Dollars . (APP. p. 247, ll. 1-2, p. 225). McAlhany also could have chosen to have a certified home inspection, which would have certainly found the mold and moisture at issue here. (APP. p. 102, ll. 8-16). Instead, McAlhany personally inspected the property. (APP. p. 136, ll. 5-10). Moreover, each of these things could have been completed prior to closing on the sale of the Faust Street property, since McAlhany took up residence two weeks prior to the real estate closing. (APP. p. 99, ll. 17-25).

Once McAlhany was aware he suffered some form of injury, he should not be allowed to do nothing while awaiting additional causes of action to accrue or his damages to augment.

CONCLUSION

As argued above, the South Carolina Code of Regulations governing the Wood Infestation Report (CL-100) do not require moisture tests to be performed in areas not readily accessible and then only when visible signs of water or prior damage are apparent, which is

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[27] *Snead v. Holloman*, 101 N.C. App. 462, 466, 400 S.E.2d 91, 94 (1991) (citing *Miller v. Miller*, 273 N.C. 228, 239, 160 S.E.2d 65, 73-4 (1968)).

[28] *Genovese v. Bergeron*, 327 S.C. 567, 572, 490 S.E.2d 608, 611 (Ct. App. 1997) (citing *McClary v. Massey Ferguson, Inc.*, 291 S.C. 506, 354 S.E.2d 405 (Ct. App. 1987)).

advised by the standard preformatted language of the CL-100.[29] Moreover, these same regulations provide that the CL-100 report is in no way a report on health related mold or fungi; as such, Carter had no duty to discover or disclose mold/fungi or the conditions conducive to health related mold/fungi.[30]

Further, Carter contends that the applicable statute of limitations bars McAlhany's claims related to moisture damage and the resulting mold. Through his deposition, McAlhany testified that he discovered mold and water damage, along with terminates, upon first taking possession of the Faust Street property in late 2007. (APP. p. 151, ll. 25, p. 152, ll. 1-7). McAlhany further testified that he received and reviewed the CL-100 at issue, which repeatedly indicates that no moisture inspection of the property was conducted. (APP. p. 96, ll. 13-25, pp. 227-228). As either set of facts and circumstances described above would provide notice and opportunity to discover a potential cause of action, McAlhany's statute of limitations should run from this date, November of 2007.[31]

Finally, McAlhany's claim for personal injury and property damage are indivisible because both arise from the same alleged original harm, the purported failure to disclosure the moisture levels at the Faust Street property on the CL-100. The statute of limitations runs from the original harm; as such, both claims are barred. Moreover, McAlhany has a duty to take reasonable steps to mitigate his damages once he is aware of an injury. His personal injury claims are an avoidable consequence of his failure to take such reasonable measures, and his recovery, therefore, should be barred.

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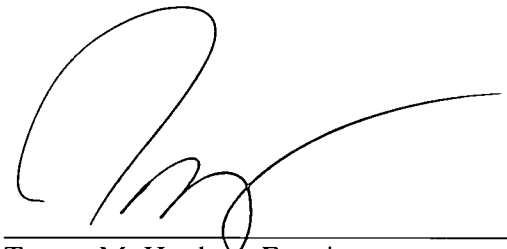
[29] S.C. Code Regs. 27-1085K.
[30] S.C. Code Regs. 27-1085K(4)
[31] *Knox v. Greenville Hosp. Sys.*, 362 S.C. 566 (S.C. Ct. App. 2005)

For these reasons, Carter prays this Court sustain the Circuit Court's order granting summary judgment in favor of Carter.

Respectfully submitted,



Trevor M. Hughey, Esquire
James C. (Trey) Cox, III, Esquire
GRIER, COX & CRANSHAW, LLC
Post Office Box 2823
Columbia, SC 29202
(803) 731-0030
Attorneys for Petitioner Kenneth A. Carter, Sr. d/b/a Carter & Son Pest Control, and Carter & Son Pest Control, Inc

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-vs-

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PROOF OF SERVICE

I certify that I have served the Respondent's Petition for Writ of Certiorari upon the addressees listed below by depositing a true copy in the United States Mail, First Class postage prepaid, on **January 17, 2017**.

William F. Barnes, III, Esquire
Peters, Murdaugh, Parker Eltzroth & Detrick, P.A.
Post Office Box 457
Hampton, SC 29924

Richard Ness, Esquire
Alison D. Hood, Esquire
Ness & Jett, LLC
P.O. Box 909
Bamberg, SC 29003

Respectfully Submitted,

Trevor M. Hughey, Esq.
GRIER COX & CRANSHAW, LLC
Post Office Box 2823
Columbia, South Carolina 29202
Tele: (803)731-0030
Fax: (803)731-4059