THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Spartanburg County
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Case No. 2018-CP-42-03447
Appellate Case No. 2020-001107

Estate of Barbara Owens,
by and through her Personal Representative, Mary Jane McCraw,
Individually and on behalf of Statutory Beneficiaries,

Respondent,

v.

Fundamental Clinical and Operational Services, LLC;
Fundamental Administrative Services, LLC;
THI of South Carolina, LLC;
THI of South Carolina at Spartanburg, LLC
d/b/a Magnolia Manor-Spartanburg,

Appellants.

FINAL REPLY BRIEF OF APPELLANTS

CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
Russell G. Hines (SC Bar No. 72100)
Kate C. Mettler (SC Bar No. 103762)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5488

Attorneys for Appellants

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ARGUMENT IN REPLY[1]

1. Plaintiff misunderstands the nature of the Facility's merger/equitable estoppel argument. The Facility need not show that the Arbitration Agreement is enforceable, only that Plaintiff should be estopped to deny its enforceability, which, as explained in the Facility's principal brief, Plaintiff should, because, Ms. Owens having effectively embraced/directly benefitted from the Admission Agreement, Plaintiff cannot deny the enforceability of the Arbitration Agreement with which the Admission Agreement merged.

Arguments I.a.[2] and b.[3] in Plaintiff's responsive brief are misplaced. The Facility's merger/equitable estoppel argument is not an argument *for the enforceability* of the Arbitration Agreement but rather an argument *for Plaintiff to be estopped to deny the enforceability* of the Arbitration Agreement. In short, the idea is that the Admission Agreement and the Arbitration Agreement merged, and Ms. Owens having effectively embraced and directly benefitted from the Admission Agreement, Plaintiff is estopped to deny the enforceability of the Arbitration

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[1] Shorthand references already defined in Appellants' principal brief are continued in this reply brief (e.g., the "Facility" is Defendant-Appellant THI of South Carolina at Spartanburg, LLC d/b/a Magnolia Manor-Spartanburg; the "Other Defendants" are Defendants-Appellants Fundamental Clinical and Operational Services, LLC; Fundamental Administrative Services, LLC; and THI of South Carolina, LLC, collectively; "Appellants" refers to the Facility and the Other Defendants, collectively; and "Plaintiff" is Plaintiff-Respondent, Estate of Barbara Owens ("Ms. Owens"), by and through her Personal Representative, Mary Jane McCraw ("Ms. McCraw"), Individually and on behalf of Statutory Beneficiaries.).

[2] (Br. of Resp. p. 7 (argument headed, "The Facility Cannot Show the Core Requirements to Form a Contract").)

Agreement merged therewith. Accordingly, any analysis by the circuit court or counterargument by Plaintiff aimed at denying the Arbitration Agreement's enforceability, e.g., that, under the common law of agency (to include not only true agency but also agency by estoppel, as well as ratification) and/or under the Adult Health Care Consent Act, S.C. Code Ann. §§ 44-66-10 to -80 (the "AHCCA"), and/or because Ms. McCraw did not hold power of attorney over Ms. Owens, Ms. McCraw lacked authority to sign the Arbitration Agreement on behalf of Ms. Owens, is beside the point and unavailing.[4]

2. Our Supreme Court has already confirmed that, insofar as the question of merger is concerned, the Admission Agreement and the Arbitration Agreement constitute documents executed at the same time, by the same parties, for the same purposes, and in the course of the same transaction, giving rise to the presumption of merger.

Plaintiff's contention that the Admission Agreement and the Arbitration Agreement serve different purposes[5] has already been debunked by our Supreme Court. *See Coleman v. Mariner Health Care, Inc.*, 407 S.C. 346, 354–355, 755 S.E.2d 450, 455 (2014) (confirming the validity of the general proposition of law on which the arbitration proponents (the appellants) based their merger/equitable estoppel argument: "Appellants' equitable estoppel argument is premised on their

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[3] (Br. of Resp. p. 9 (argument headed, "The Facility Cannot Show Daughter Had Authority Under the Adult Health Care Consent Act").)

[4] To be clear, the Facility does not rely on the AHCCA at all.

[5] (Br. of Resp. pp. 10–11.)

contention that, under state law, the admission agreements and the [arbitration agreements] merged. . . . *[T]he documents were executed at the same time, by the same parties, for the same purposes, and in the course of the same transaction. Unless there is a contrary intention, appellants are correct that there was a merger.*") (emphasis added). While the material facts of this case are different from *Coleman* as to whether the presumption of merger is upset by evidence of a contrary intention (the facts do not support such a conclusion here), the material facts (admission agreements and arbitration agreements signed upon a resident's admission to a skilled nursing facility) are the very same as to whether the presumption of merger arises in the first place, as *Coleman* confirms it does.

3. Contrary to Plaintiff's assertion, it is only reasonable to interpret the reference to "Admissions materials" in the Entire Agreement provision of the Admission Agreement as including the Arbitration Agreement.

While acknowledging that, "the 'Entire Agreement' provision [of the Admission Agreement] does incorporate 'Admissions materials,'" Plaintiff contends "that term is left undefined and cannot reasonably be interpreted to include the separate Arbitration Agreement since, as the Facility acknowledges, a potential resident was not required to sign the Arbitration Agreement to obtain admission." (Br. of Resp. p. 13 n.5.) Plaintiff is mistaken.

It must be remembered that when all the requirements for the presumption of merger are present—as they are here—*merger is presumed to be what the parties*

intended unless there is evidence of a contrary intention. *Coleman*, 407 S.C. at 355, 755 S.E.2d at 455. The lack of a definition of "Admissions materials" certainly says nothing of an intention contrary to merger; indeed, the only logical inference that can be derived from the "Entire Agreement" clause's express inclusion of other undefined material is *supportive* of merger.

As explained in the Facility's principal brief, to say that the Arbitration Agreement was not required for admission, which it was not, is not to say that it was not intended to be part of the admissions materials in the event it was agreed to, which it was, by Ms. McCraw on Ms. Owens's behalf. While it is true that the Arbitration Agreement is not necessary to the Admission Agreement, the converse is not true: the Admission Agreement *is* necessary to the Arbitration Agreement. That is, the Admission Agreement *could* have stood on its own, i.e., without the Arbitration Agreement ever having been executed, in which case no question of merger would have even arisen to begin with—but that is not what happened. The Arbitration Agreement was in fact executed, and it was executed under the particular circumstances that give rise to the presumption of merger—same time, parties, purpose, and transaction—but unlike the Admission Agreement, which is capable of making sense either standing alone or together with the Arbitration Agreement, *the Arbitration Agreement only makes sense together with the Admission Agreement*, which is its (the Arbitrations Agreement's) sole reason for being. (*See* R. p. 280

(providing for arbitration of "any controversy or dispute between the parties arising out of or relating to Facility's Admission Agreement, or breach thereof, or relating in any way to Resident's stay at Facility, or to the provisions of care or services to Resident . . . ."); *id.* ("This [Arbitration] Agreement shall remain in effect for all care rendered at Facility . . . .").)

To be sure, the Arbitration Agreement was not *condition* of admission, but it certainly was agreed to in *conjunction* with admission; whereupon, it was intended to be considered and construed together with the Admission Agreement, such that the two were effectively one instrument, governing various interrelated aspects of Ms. Owens's relationship with the Facility. (*Compare* R. pp. 35–68 (setting forth the terms of Ms. Owens's admission to the Facility) *with* R. p. 280 (providing for arbitration of disputes arising out of Owens's admission in the Facility).)

While the instant Admission Agreement does contain an "Entire Agreement" clause, it does not reference the Arbitration Agreement as a separate contract. (R. p. 368.) Indeed, directly contradicting the idea of "separatedness" (in the parlance of the *Coleman* Court[6]), the "Entire Agreement" clause in the instant Admission Agreement expressly states that "other Admissions materials" are part of the

[6] 407 S.C. at 356, 755 S.E.2d at 455 (explaining how, in *Coleman*—unlike the instant case—the "Entire Agreement" clause expressly referred to a separate arbitration agreement and, thus, "recognize[d] the '*separatedness*' of the [arbitration agreement] and the admission agreement, not a merger of the two contracts.") (emphasis added).

Admission Agreement, thereby expressly contemplating the lack of its own supposed "separatedness." (R. p. 368.) It is only reasonable to interpret the reference to "Admissions materials" in the Entire Agreement provision of the Admission Agreement as including the Arbitration Agreement. *See Stott v. White Oak Manor, Inc.*, 426 S.C. 568, 571–72, 828 S.E.2d 82, 84 (Ct. App. 2019) ("The same day as Decedent's admission to White Oak, Stott, acting as Decedent's authorized representative, signed White Oak's *admission documentation—including the Arbitration Agreement*.") (emphasis added) (internal footnote omitted).

4. The termination provisions in the Arbitration Agreement and the Admission Agreement are not inconsistent.

The termination provisions in the Arbitration Agreement and the Admission Agreement provide no evidence of "separatedness." All the *arbitration* agreements at issue in *Coleman*, *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 813 S.E.2d 292 (Ct. App. 2018), and *Thompson v. Pruitt Corp.*, 416 S.C. 43, 784 S.E.2d 679 (Ct. App. 2016), provided that they could be disclaimed or revoked within 30 days of their signing, while the corresponding *admission* agreements did not. There is no such disclaimer/revocation provision in the instant Arbitration Agreement.

The only reason for the Arbitration Agreement is the Admission Agreement, i.e., the Arbitration Agreement covers disputes relating to/arising out of the Admission Agreement. So yes, the Arbitration Agreement would remain in effect

after termination of the Admission Agreement, but all this means is that any claims relating to/arising out of the Admission Agreement would still have to be arbitrated even if they are not asserted until after termination of the Admission Agreement. In other words, the Arbitration Agreement is still connected to the Admission Agreement even after the termination of the Admission Agreement. This is simply how arbitration agreements work. *See Hooters of America, Inc. v. Phillips*, 39 F. Supp. 2d 582, 612–13 (D.S.C. 1998) ("Under South Carolina arbitration law, the duty to arbitrate under an arbitration clause in a contract survives termination of the contract.").

5. Plaintiff's argument about contract formatting and structure is specious.

As explained in the Facility's principal brief, the fact that the Admission Agreement and the Arbitration Agreement have their own titles, are separately paginated, and are separately signed provides no reasonable inference of an intent contrary to merger. Respectfully, to point to such things is really to do no more than to point out that the Admission Agreement and the Arbitration Agreement are separate instruments, a fact which does not actually suggest anything probative about the intent of the contracting parties as to whether they should be construed together. Indeed, the question of merger will not arise in the first place unless there are multiple instruments involved. Obviously, it cannot be the case that the mere existence of the necessary factual predicate for the question of merger to arise, i.e.,

separate instruments, shows an intention contrary to merger. Moreover, regarding the "pro-merger" formatting/structure of the two instruments, as explained elsewhere, it does not make sense that the parties would have intended the Admission Agreement and the Arbitration Agreement to be separate contracts given that the Arbitration Agreement only makes sense together with the Admission Agreement, which is its (the Arbitration Agreement's) sole reason for being.

6. Despite Plaintiff's attempt to water down the standard for rebutting the merger presumption, unless the merger doctrine is to be rendered meaningless, "anything indicating a contrary intention" must be at least evidence capable of supporting a reasonable, non-speculative inference that the parties' intention was contrary to merger.

For the merger presumption to mean anything in practice, it cannot be upset based on mere conjecture, but only on actual evidence that—*notwithstanding the concurrence of all the particular circumstances necessary for the presumption to even arise in the first place (same time, parties, purpose, and transaction)*—can nonetheless support a reasonable, non-speculative inference that the parties' intention was contrary to merger. *Cf. The Huffines Co., LLC v. Lockhart*, 365 S.C. 178, 188, 617 S.E.2d 125, 130 (Ct. App. 2005) ("[V]erdicts may not be permitted to rest upon surmise, conjecture, or speculation."). The merger presumption is "earned," so to speak, by the fact that for it even to arise in the first place there must be, as there is here, a concurrence of particular circumstances (same time, parties, purpose, and transaction). It is the very rarity of this concurrence that both

safeguards against the overzealous application of the merger doctrine and justifies ascribing to it (the concurrence) the presumptive intent of merger.

7. The "presumption *against* arbitration"[7] that Plaintiff cites violates the FAA's "equal footing" rule.

Plaintiff cites *Wilson v. Willis*, 426 S.C. 326, 827 S.E.2d 167 (2019), for the proposition that, under South Carolina law, there is a presumption *against* arbitration when enforcement is sought against a non-signatory. (Br. of Respondent p. 17.) The FAA, however, requires arbitration agreements to be placed on equal footing with all other contracts under state law and prohibits courts from setting aside arbitration agreements based on state-law defenses "that apply only to arbitration or derive their meaning from the fact that an agreement to arbitrate is at issue." *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011). Thus, under the FAA, there cannot be a presumption against enforcement of arbitration agreements against nonsignatories unless the same presumption also applies to enforcement of all other contracts against nonsignatories. Appellants are aware of no such general presumption under South Carolina law. Indeed, in recognizing "a presumption *against* arbitration . . . where the party resisting arbitration is a nonsignatory to the written agreement to arbitrate," the *Wilson* Court cited authority, none of which was in fact South Carolina authority, that addressed arbitration in particular, not contracts generally. 426 S.C. at 337–38, 827 S.E.2d at 173 ("*Global Pac., LLC v. Kirkpatrick*,

88 N.E.3d 431, 435 (Ohio Ct. App. 2017) ('Because no party can be required to submit to arbitration when it has not first agreed to do so, in a case where the party resisting arbitration is not a signatory to any written agreement to arbitrate, a presumption against arbitration arises.'); *cf. Comer v. Micor, Inc.*, 436 F.3d 1098, 1103–04 (9th Cir. 2006) (noting 'the general rule that a nonsignatory is not bound by an arbitration clause')."). The presumption against arbitration that Plaintiff cites violates the FAA's equal footing rule and cannot be applied in this case.

8. Plaintiff's argument against equitable estoppel is misguided.

Essentially, Plaintiff's argument here relies on two things, both of which are off base. First, Plaintiff urges the application of the "traditional" six-factor test for estoppel, as opposed to the direct benefits test that our Supreme Court discussed in *Wilson*, 426 S.C. 326, 827 S.E.2d 167. (*See* Br. of Resp. p. 17 n.6 (arguing that the *Wilson* Court could not have meant to endorse the direct benefits test "because applying different rules to arbitration and non-arbitration contracts would violate the U.S. Supreme Court's equal-treatment principle. *See Prima Paint Corp. v. Flood Conklin Mfg. Co.*, 388 U.S. 395, 404 n. 12 (1967) (finding intent of FAA was 'to make arbitration agreements as enforceable as other contracts, but not more so').").) Second, where Plaintiff addresses the application of the direct benefits test, her argument hinges on her contention that the Arbitration Agreement and the

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[7] (Br. of Respondent p. 3 (emphasis in original).)

Admission Agreement do not merge. (*See* Resp. Br. p. 19 (asserting the Facility's estoppel claim is linked to "its fatally flawed merger argument").)

While it is true that the *Wilson* Court was not called upon to decide the question of what equitable estoppel test applied, what it did say about the direct benefits test, which it discussed at some length, and about the traditional six-factor test, which, on its own accord, the Court described as having "been analyzed most often in non-arbitration cases,"[8] is supportive of the validity of the direct benefits test. And indeed, this Court's decision in *Weaver v. Brookdale Senior Living, Inc.*, supports South Carolina's recognition of the existence of the theory of direct benefits as a theory whereby a nonsignatory can be bound by an arbitration agreement. 431 S.C. 223, 230, 847 S.E.2d 268, 272 (Ct. App. 2020) ("South Carolina law recognizes several theories whereby a nonsignatory can be bound by an arbitration agreement. Appellants rely on just one: equitable estoppel. This theory, known also as direct benefits estoppel in the arbitration realm, estops a nonsigner from refusing to comply with an arbitration provision of a contract if (1) the nonsigner's claim arises from the contractual relationship, (2) the nonsigner has "exploited" other parts of the contract by reaping its benefits, and (3) the claim relies solely on the contract terms to impose liability."[9]). Moreover, the *Wilson* Court did

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[8] *Id.* at 340, 827 S.E.2d at 175 n.9.

[9] Respectfully, while the *Weaver* Court correctly endorsed the existence of the theory of direct benefits estoppel in South Carolina, citing *Wilson*, it

not suggest that the direct benefits test was a special test that applied exclusively to the arbitration context and could not have general applicability, but even if it had, there is no reason that South Carolina could not single out arbitration agreements for favored treatment under state law. The FAA's "equal footing" rule is aimed only at making sure that arbitration agreements stand *at least* on equal footing with all other contracts under state law. It does not prohibit state laws that enhance the standing of arbitration agreements above that of other contracts, and indeed, South Carolina already expressly does so. *See, e.g., Doe v. TCSC, LLC*, 430 S.C. 602, 607, 846 S.E.2d 874, 877 (Ct. App. 2020) ("Due to the strong South Carolina and federal policy favoring arbitration, arbitration agreements are presumed valid."); *Towles v.*

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incorrectly added a third element that the claim must rely solely on the contract terms to impose liability. *Wilson* does not support the existence of this supposed third element. 426 S.C. at 340–41, 827 S.E.2d at 175 ("Under direct benefits estoppel, [a] nonsignatory is estopped from refusing to comply with an arbitration clause 'when it receives a direct benefit from a contract containing an arbitration clause. In the arbitration context, the doctrine recognizes that a party may be estopped from asserting that the lack of his signature on a written contract precludes enforcement of the contract's arbitration clause when he has consistently maintained that other provisions of the same contract should be enforced to benefit him. Stated another way, [u]nder the direct benefits theory of estoppel, a nonsignatory may be compelled to arbitrate where the nonsignatory knowingly exploits the benefits of an agreement containing an arbitration clause, and receives benefits flowing directly from the agreement . . . .") (internal citations and quotation marks omitted). There is no question that elements one and two are met here, where Ms. Owens's estate's claim arises from the contractual relationship established by the merged Admission Agreement and Arbitration Agreement and Ms. Owens "exploited" other parts of that contract by reaping its benefits in the form of her admission to the Facility and receipt of care/treatment, room, and

United HealthCare Corp., 338 S.C. 29, 41, 524 S.E.2d 839, 846 (Ct. App. 1999) ("We must address questions of arbitrability with a healthy regard for the federal policy favoring arbitration. Therefore, any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.") (internal citations and quotation marks omitted).

And as the Facility has already explained, Plaintiff's second point in this regard is without merit because the Arbitration Agreement and the Admission Agreement do merge, as the circuit court should have found.

9. Plaintiff's citation to *Weaver*[10] (for the proposition that direct benefits estoppel only applies where the nonsignatory's claim relies solely on contract terms to impose liability) is unavailing.

As an initial matter, *Wilson*, 426 S.C. 326, 827 S.E.2d 167, which controls over *Weaver*, does not endorse such a limitation. In any event, obviously unlike Plaintiff in the instant case, the plaintiff in *Weaver* was a complete stranger to any admission agreement or arbitration agreement with the defendant facility and her claims had nothing whatsoever to do with any contractual relationship between herself and the defendant facility.

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board therein, which benefits she could not have received in the absence of the Admission Agreement with which the Arbitration Agreement merged.

[10] *Weaver*, 431 S.C. 223, 847 S.E.2d 268.

10. The Subject Confidentiality Order is immediately appealable or, alternatively, is within the Court's discretion to consider on appeal since it is accompanied by orders that are undeniably properly before it on appeal.

While the Subject Confidentiality Order is perhaps technically a "discovery" order, the "Sharing Provision" has literally nothing to do with the discovery needs of this case. Although embedded within a motion made in this case in Plaintiff's name, as a practical matter, the request for the "Sharing Provision" was the separate and independent request of a non-party, Plaintiff's counsel, made for their own sake, as well as on behalf of other vaguely identified non-parties (generic litigants from parts unknown who may at some point meet Plaintiff's counsel's definition of "similarly positioned"), for relief that (a) is not aimed at protecting Plaintiff's confidential information but rather disclosing Appellants' and (b) is wholly disconnected from any actual need in this case, the grant of which affects Appellants' substantial rights. The nature and effect of the relief granted via the "Sharing Provision" is such that it is or is akin to a judgment on the merits of an action or quasi-action/cause of action/claim unto itself in the nature of a request for a declaratory judgment or special remedy, and thus it is appealable under S.C. Code Ann. § 14-3-330. *See Blakely & Copeland v. Frazier*, 11 S.C. 122, 134 (1878) ("The term 'merits' is not very clearly defined. It certainly embraces more than the questions of law and fact, constituting the cause of action or defen[s]e.") (emphasis added); Rule 2, SCRCP, Official Note ("This Rule . . . abolishes the mostly cosmetic differences between

'actions' and 'special proceedings'. A special proceeding is really only a civil action in which some special remedy is sought; i.e., writ of mandamus, writ of habeas corpus, etc."). Moreover, Appellants' opposition thereto amounts to a countervailing request for a form of injunctive relief to protect them from the prospect of irreparable harm, if not permanently, at least on such a temporary basis as may be necessary to ensure that Appellants are afforded a meaningful opportunity to pursue any/all available legal avenues (to include, without limitation, any/all rights to appeal) to try to protect their property, rights, and/or interests, which is likewise appealable under § 14-3-330. *Cf. Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 601, 553 S.E.2d 110, 121 (2001) (the sole purpose of a temporary injunction is to preserve the status quo to avoid potential irreparable injury to the aggrieved party pending litigation.); Jean Hoefer Toal et al., Appellate Practice in South Carolina 154 (3d ed. 2016) ("If an order requires a party to turn over documents that the party feels are privileged or contain proprietary or confidential matters, and the party does not have a right to an immediate appeal, compliance renders the protections afforded by the privilege or confidentiality a nullity.").

Alternatively, the Court should exercise its discretion to consider the Subject Confidentiality Order on appeal since it is accompanied by orders that are undeniably properly before it on appeal. *See Weaver*, 431 S.C. at 234, 847 S.E.2d 274 (declining to exercise, but implicitly recognizing, discretion to address orders

not immediately appealable along with proper appeal of immediately appealable orders). Unlike in *Weaver*, where the Court declined to exercise its discretion because it believed the issues raised would benefit from further factual development, review of the Subject Confidentiality Order will not be aided by further factual development.

11. At a minimum, the Subject Confidentiality Order's Sharing Provision should be limited to Plaintiff's counsel, as Plaintiff's counsel concedes it is.

In light of Plaintiff's counsel's concession that the Subject Confidentiality Order's "Sharing Provision" should be limited to Plaintiff's counsel (*see* Br. of Resp. pp. 29–30), at a minimum, the Court should confirm that the provision is so limited.

CONCLUSION

For the foregoing reasons, along with those set forth in their principal brief, Appellants ask this Honorable Court to reverse the circuit court—as to its rulings on the Motion to Compel Arbitration, the Motions to Stay, and the Subject Confidentiality Order—and to stay this lawsuit in favor of arbitration (or remand the case to the trial court with instructions for it to do so) or, alternatively, remand the case to the trial court for it to engage in or allow any such other proceedings (including, without limitation, discovery) as may be necessary to properly determine and/or enforce the Facility's rights under the Arbitration Agreement (and the Other

Appellants' Motions to Stay) and reverse the circuit court's entry of the Subject Confidentiality Order, or at least its inclusion of the Sharing Provision in the Subject Confidentiality Order.

Respectfully submitted,

CLEMENT RIVERS, LLP

By: s/Russell G. Hines

Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
Russell G. Hines (SC Bar No. 72100)
Kate C. Mettler (SC Bar No. 103762)
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
P.O. Box 993 (29402)
(843) 720-5488

Attorneys for Appellants

Charleston, South Carolina

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