

# 2020 South Carolina Law At-A-Glance

<b>Comparative Fault</b>	South Carolina adopted modified comparative fault. A plaintiff in a negligence action may recover if his negligence is $\leq$ to that of all defendants. Recovery is reduced in proportion to % of plaintiff's negligence. A plaintiff is barred from recovery if he is $>50$ % at fault.
<b>Joint and Several Liability</b>	Joint and several liability applies to any defendant whose conduct is $\leq 50\%$ of the combined fault of: (1) all defendants; and (2) the plaintiff. Joint and several liability applies to any defendant whose conduct is "willful, wanton, reckless, grossly negligent, or intentional, or conduct involving the use, sale, or possession of alcohol or the illegal or illicit use, sale or possession of drugs." S.C. Code §15-38-15.
<b>Uniform Contribution Among Joint Tortfeasors</b>	S.C. Code. Ann §15-38-15 requires apportionment of damages among defendants. Allows an offset for the remaining defendants for payment made by a party that settles.
<b>Statute of Repose</b>	No action to recover damages based on unsafe or defective improvements to real property may be brought more than 8 years after substantial completion of the improvements. S.C. Code Ann. §15-3-640. For projects that reached substantial completion before 07.01.95, the statute of repose is 13 years. Note: Fraud, gross negligence, or recklessness will eliminate defense. S.C. Code Ann. §15-3-670.



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<b>Statute of Limitations</b>	<p><b>3 years:</b> Negligence, S.C. Code Ann. § 15-3-530(5). Contract, S.C. Code Ann. § 15-3-530(1). Fraud, S.C. Code Ann. §15-3-530(7). Wrongful Death, S.C. Code. Ann. §15-3-530(6). Breach of Warranty, S.C. Code Ann. § 15-3-530(1) Insurance bad faith, S.C. Code §15-3-530 (8)</p> <p><b>2 Years:</b> Defamation,</p> <p><b>6 Years:</b> Breach of Warranty under UCC, S.C. Code §36-2-725.</p>
<b>Implied Warranty of Fitness of Plans</b>	Recognizes an implied warranty of fitness of plans and specifications and potentially construction administration. <i>Tommy L. Griffin Plumbing &amp; Heating Co. v. Jones, Jones &amp; Goulding, Inc.</i> , 463 S.E.2d 85 (1995)
<b>Prompt Payment Act</b>	Sets forth requirements for time and manner of payment to contractors/subcontractors and establishes interest. Not applicable to residential projects. S.C. Code Ann. § 29-6-10
<b>Subcontractors' and Suppliers' Payment Protection Act</b>	Pay-if-paid clauses are void & unenforceable. S.C. Code Ann. §29-6-230. Pay-when-paid is enforceable, but requires payment within a reasonable time.
<b>Mechanic's Lien</b>	Must file a notice of mechanic's lien within <b>90</b> days after the last day labor was furnished or materials were provided. S.C. Code Ann. §§ 29-5-10. Must sue to foreclose within <b>6</b> months S.C. Code Ann. § 29-5-120.
<b>Economic Loss Rule</b>	If claim arises solely from breach of a contractual duty, economic loss rule applies. If claim arises from separate legal duty, economic loss rule does not apply. <i>Kennedy v. Columbia Lumber &amp; Mfg., Co., Inc.</i> , 384 S.E.2d 730 (1989)



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<b>Construction Warranty</b>	Contractors impliedly warrant work will be performed in careful, diligent and workmanlike manner. <i>Kennedy v. Columbia Lumber &amp; Mfg., Co., Inc.</i> , 384 S.E.2d 730 (1989)
<b>Anti-indemnity Statute</b>	S.C. Code Ann. §32-2-10 agreement to indemnify another for damages caused by its sole negligence is unenforceable.
<b>Equitable Indemnity</b>	No right to indemnity between joint tortfeasors. Person seeking indemnity must be completely without fault. There must be a “special relationship” between the parties but privity is not required. <i>Rock Hill Telephone v. Global Communications</i> , 611 S.E.2d 235 (2005)
<b>Punitive Damages</b>	Award for punitive damages may not exceed the greater of three times compensatory damages or \$500,000, whichever is greater. The cap may be higher under several exceptions (intentional harm, felony, drugs or alcohol). S.C. Code Ann. §15-32-530. The cap must be pled as an affirmative defense. <i>Garrison v. Target Corp.</i> (S.C. Ct. App. January 15, 2020)
<b>Attorneys’ Fees</b>	No statutory cap on attorneys’ fees. Attorney’s fees not awarded in absence of statutory, contractual, or equitable basis.
<b>Prejudgment Interest</b>	Unless otherwise agreed, on a known sum, the rate is 8 <sup>3</sup> / <sub>4</sub> %. S.C. Code Ann. §34-31-20 (A)
<b>Post Judgment Interest</b>	For January 15, 2018 - January 14, 2019, the rate = \$8.5%. S.C. Code Ann. §34-31-20(B)



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