STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
The School of Hope Christian Academy, Jacqueline McKie, and Eugene Burden, Sr.,	)	Civil Action No. 2022-CP-40-03390
Plaintiffs,	)	
vs.	)	**ORDER**
South Carolina Department of Social Services	)	
Defendant.	)	

This matter came before the Court on Defendant South Carolina Department of Social Services' (DSS) motion for summary judgment. After carefully reviewing the motion, memorandum, exhibits, and arguments of counsel, the Court **GRANTS** summary judgment in favor of DSS because Plaintiffs School of Hope Christian Academy (School of Hope), Jacqueline McKie, and Eugene Burden Sr.'s claims are barred by collateral estoppel, res judicata, the law of the case, and failure to exhaust.

BACKGROUND

In 2012, through a contract with DSS, School of Hope began participating in the Child and Adult Care Food Program (CACFP), which is funded by the U.S. Department of Agriculture (USDA) and administered in South Carolina by DSS. School of Hope was to provide meals in after-school care programs within South Carolina and submit claims for reimbursement to DSS for meals served according to the reported meal count. Under the contract, DSS could terminate School of Hope's participation in the CACFP if it determined School of Hope "materially breached, or otherwise failed, to comply with its obligations." Among other things, the contract

required School of Hope to comply with all responsibilities and requirements set forth in applicable laws and regulations, including federal regulations governing the CACFP. *See* 7 C.F.R. § 226.

But in 2018, DSS discovered School of Hope had not complied with federal regulations or the contract and, thus, should be terminated from the CACFP. DSS therefore denied its January through March 2018 reimbursement claims. These circumstances led to two "Serious Deficiency Notices," two separate requests for administrative hearings, and two separate appeals to the administrative law court (ALC).

Appeal I

From 2015 to 2018, in addition to participating in the CACFP, School of Hope participated in the Summer Food Service Program (SFSP), which is also funded by the USDA but administered in South Carolina by the Department of Education (DOE). In 2018, DOE terminated School of Hope from the SFSP and withheld an August 2017 reimbursement claim "because of concerns regarding the School's administrative, operational, and financial capacities to successfully operate the SFSP." Shortly after that, DSS issued a "Serious Deficiency Notice" on February 22, 2018, advising School of Hope that its operations were deficient under the CACFP because of DOE's termination of it from the SFSP—another federally funded program.

DSS gave School of Hope until May 23, 2018, to correct the deficiency by providing documentation showing it had not been terminated for cause from the SFSP. School of Hope, however, could not provide sufficient documentation because it was terminated for cause from participation in the SFSP.[1]

[1] *See* Order Gr. Summ. J., *School of Hope v. S.C. Dep't of Educ.*, 2021-CP-40-01000 (S.C. Ct. Comm. Pl. filed Mar. 8, 2023) (DOE Order) (finding the law of the case was that School of Hope breached its contract with DOE for participation in the SFSP), *appeal pending*. DSS attached this order as Exhibit C to its motion for summary judgment.

On May 24, 2018, DSS proposed termination and disqualification of School of Hope and its executive director and board chair (the individual Plaintiffs here) from current and future participation in the CACFP. DSS based this decision on Title 7, Subsection 226.6(c)(3)(ii)(S) of the Code of Federal Regulations, which provides an agreement for participation in the CACFP may be terminated if "the institution or any of the institution's principals have been declared ineligible for any other publicly funded program by reason of violating that program's requirements." DSS also denied School of Hope's January through March 2018 reimbursement claims because it failed to provide sufficient documentation to substantiate the claims.

School of Hope requested an administrative hearing, and a DSS hearing officer held one on July 30, 2018. The hearing officer issued a final administrative order on September 20, 2018, upholding DSS's termination of School of Hope and its principals from participation in the CACFP as well as its denial of School of Hope's January through March 2018 reimbursement claims. School of Hope appealed, and the ALC affirmed on October 4, 2019. *See* Order, Appeal No. 18-ALJ-18-0378-AP (Order I).

In Order I, the ALC found substantial evidence supported the finding that School of Hope "should be terminated from participation in the CACFP based upon termination from another federally funded feeding program"—the SFSP administered by DOE. Because School of Hope did not appeal DOE's termination and presented no evidence the termination was improper, the ALC found DOE's "unappealed final agency decision terminating the School from the SFSP" was sufficient evidence on which DSS could base its termination of Plaintiffs from the CACFP.

The ALC also found substantial evidence supported DSS's decision to deny School of Hope's January through March 2018 reimbursement claims. Specifically, the ALC stated "[t]here were multiple instances (too many to include) of the School overstating its claims including one

instance where the claim was overstated by 994 meals. There were numerous other problems with the School's program and recordkeeping." The ALC concluded, "[n]ot only did the School fail to maintain its records in accordance with federal law but also and more importantly, failed to provide documentation verifying its claims as required by law." School of Hope did not appeal Order I.

Appeal II

In December 2017 or January 2018, one of School of Hope's food distributors—The Merchants Company d/b/a Merchants Food Service of South Carolina—advised DSS that School of Hope had an outstanding debt of $446,772.12. DSS also discovered School of Hope's executive director, Plaintiff McKie (now Burden), executed a Confession of Judgment in October 2017 for that amount in favor of Merchant Food. This large debt concerned DSS because it was the third complaint within two years DSS had received from School of Hope's vendors, and it established School of Hope's debt far exceeded any outstanding reimbursement claims.

On June 4, 2018, DSS issued another "Serious Deficiency Notice" to School of Hope, requesting it complete a "Corrective Action Plan" to include, among other things, "documentation that it was financially viable and maintained fiscal accountability." School of Hope submitted a Plan, but DSS deemed it unsatisfactory. DSS notified School of Hope on July 21, 2018, proposing termination and disqualification of School of Hope and its executive director and board chair (the individual Plaintiffs here) effective August 9, 2018. DSS based this decision on School of Hope's failure to have management controls in place to ensure financial integrity and accountability for funds received and disbursed, as well as its failure to explain how School of Hope's debt would be satisfied. Pursuant to Title 7, Subsection 226.6(c)(3)(ii)(C), an agreement for participation in the CACFP may be terminated if the participant is not operating in compliance with the

performance standards in Subsections 226.6(b)(1)(xviii) and (b)(2)(vii), which require "financial viability and financial management," "administrative capability," and "program accountability."

School of Hope requested an administrative hearing, and a DSS hearing officer held one on November 20, 2018. The hearing officer issued a final administrative order on January 25, 2019, upholding DSS's termination of School of Hope and its principals from participation in the CACFP. School of Hope appealed, and the ALC affirmed on October 11, 2019. *See* Order, Appeal No. 19-ALJ-18-0046-AP (Order II).

In Order II, the ALC found substantial evidence supported the finding that School of Hope "is not financially viable and that the parties failed to maintain fiscal integrity to include a financial system with accountability to control all funds and property received and disbursed." Specifically, the ALC found there were periods during which School of Hope could not pay its employees; School of Hope had satisfied only $100,000.00 of its debt to Merchants Food in over a year; and School of Hope had at least $200,000.00 in debts owed to other vendors.

The ALC stated the purpose of the hearing was for School of Hope to show it had complied with federal regulations and performance standards, yet it "was unable to do so, and substantial evidence exist[ed] . . . [to show] the School was lacking in internal controls and effective management to insure accountability." Simply put, "no testimony was rendered as to how the School planned to resolve its outstanding financial obligations as well as ensure its ongoing financial viability." Order II affirmed DSS's decision to terminate School of Hope's agreement to participate in the CACFP. School of Hope did not appeal Order II.

This Lawsuit

Plaintiffs filed this lawsuit on August 9, 2019, against DSS and Defendants Dyretta Fashion and Mary Abney Young—two DSS employees. Defendants moved to dismiss. While the motion

was pending, the parties partially resolved the case, and the Court dismissed the claims against Defendants Fashion and Young with prejudice. Later, Plaintiffs requested—and DSS consented—to dismiss the case pursuant to Rule 40(j), SCRCP. The Court granted the request on July 9, 2021, dismissing the case and striking it from the active trial roster. At Plaintiffs' request, the Court restored the case to the general docket on July 5, 2022. The next day, Plaintiffs' initial counsel moved to withdraw. On September 26, 2022, the Court issued an order relieving counsel. Plaintiffs hired new counsel after that. Defendants then moved for summary judgment on May 24, 2023, and the Court held a hearing via WebEx on January 22, 2024. The Court issued a Form 4 Order on May 20, 2024, granting summary judgment in favor of DSS. This final Order follows.

STANDARD

The purpose of summary judgment is "to expedite disposition of cases which do not require the services of a factfinder." *S. Glass & Plastics Co. v. Duke*, 367 S.C. 421, 427, 626 S.E.2d 19, 22 (Ct. App. 2005). Summary judgment is proper 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." Rule 56(c), SCRCP. In determining whether a genuine issue of fact exists, a court must view the evidence in a light most favorable to the nonmoving party and draw all reasonable inferences in favor of that party. *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 356, 650 S.E.2d 68, 70 (2007). But when plain and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted if the moving party is entitled to judgment as a matter of law. *Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). "[I]t is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

ANALYSIS

I. Because Plaintiffs waived their right to challenge Orders I and II, Plaintiffs' breach of contract claim is barred by the law of the case, collateral estoppel, and res judicata.

In Orders I and II, the ALC presented detailed analyses of School of Hope's failures to comply with the contract and federal regulations, affirming DSS's ability to terminate the contract and School of Hope's participation in the CACFP. For instance, Order I explained DOE's "unappealed final agency decision terminating the School from the SFSP" was sufficient evidence on which DSS could base its termination of Plaintiffs' contract for participation in the CACFP. And Order II found DSS was entitled to terminate Plaintiffs' participation in the CACFP because "substantial evidence exist[ed] . . . [to show] the School was lacking in internal controls and effective management to insure accountability." Both Orders upheld DSS's termination of School of Hope's contract for participation in the CACFP.

But Plaintiffs failed to appeal either order. *See* S.C. Code Ann. § 1-23-610(A)(1) (providing an appeal from the ALC is to the court of appeals). Thus, they waived the right to challenge those findings. *See Parker v. Parker*, 313 S.C. 482, 487, 443 S.E.2d 388, 391 (1994) ("Waiver is a voluntary and intentional abandonment or relinquishment of a known right."). And those unappealed rulings are now the law of the case, scuttling Plaintiffs' allegations that DSS breached its contract with them by terminating the contract and denying reimbursement of certain reimbursement claims. *See Shirley Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case."); *see also Earle v. Aycock*, 276 S.C. 471, 475, 279 S.E.2d 614, 616 (1981) (holding a final decision by the State Grievance Committee not appealed to the courts became the law of the case).

Further, because the ALC's Orders establish that Plaintiffs were in fact the ones who breached the contract with DSS, Plaintiffs' claims are barred by collateral estoppel and res judicata. "The doctrine of collateral estoppel prevents the relitigation of issues . . . necessarily determined in a former proceeding regardless of whether the identity of the causes of action in successive lawsuits are the same." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 556, 684 S.E.2d 779, 783 (Ct. App. 2009). Our appellate courts have repeatedly held the doctrine of collateral estoppel applies to "the decision of an administrative tribunal [and] precludes the relitigation of the issues addressed by that tribunal in a collateral action." *Bennett v. S.C. Dep't of Corr.*, 305 S.C. 310, 312, 408 S.E.2d 230, 231 (1991) (emphasis omitted); *see also Crosby v. Prysmian Commc'ns Cables & Sys. USA, LLC*, 397 S.C. 101, 108, 723 S.E.2d 813, 817 (Ct. App. 2012) ("Our courts have applied the doctrine of issue preclusion to the factual determinations of administrative tribunals.").

Here, the ALC necessarily determined Plaintiffs breached their contract with DSS by breaching the duties imposed on them by the contract and federal regulations. Plaintiffs' claim for breach of contract against DSS rests on the notion that they "fully performed" their duties under the contract "in accordance with all of the requirements and conditions thereof." Pls.' Compl. at ¶ 18. But the ALC concluded the exact opposite in Orders I and II. Plaintiffs failed to comply with the CACFP requirements in Title 7, Subsection 226.6 because they were terminated from another federally funded program[2] and could not meet the required performance standards due to

[2] Another member of this Court has likewise rejected Plaintiffs' collateral attack on DOE's termination of School of Hope's participation in the SFSP, granting summary judgment in favor of the DOE. *See* DOE Order at 6–7 (stating "Plaintiffs breached the contract with the Department by failing to comply with their contractual duties or state and federal law" and finding "the law-of-the-case doctrine foreclose[d] [their] breach of contract claim against the Department").

not being financially viable. Thus, Plaintiffs' failures to comply with the contract and DSS's entitlement to terminate the contract were previously litigated.

Under the related but slightly different doctrine of res judicata, Plaintiffs' claims are also barred. *See Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999) ("Res judicata bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties."). Res judicata applies when there is an "(1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit." *Judy v. Judy*, 393 S.C. 160, 167, 712 S.E.2d 408, 412 (2011) (citation omitted). Here, the parties are identical, and Plaintiffs' breach of contract claim directly involves and arises out of DSS's termination of Plaintiffs' contract to participate in the CACFP. This is the exact subject matter at issue before and ruled on by the ALC in Orders I and II. And Plaintiffs appealed neither Order. So res judicata also bars Plaintiffs' claims.

Nor did Plaintiffs appeal the ALC's finding in Order I that DSS properly denied School of Hope's January through March 2018 reimbursement claims. In Order I, the ALC specifically found, "[n]ot only did the School fail to maintain its records in accordance with federal law but also and more importantly, failed to provide documentation verifying its claims as required by law." Therefore, even if Plaintiffs had a viable breach of contract claim, Plaintiffs could not claim damages from DSS's denial of reimbursement claims from January through March 2018 under the same issue and claim preclusion doctrines explained above. *See Carolina Renewal, Inc.*, 385 S.C. at 556, 684 S.E.2d at 783; *Judy*, 393 S.C. at 167, 712 S.E.2d at 412.

Finally, Plaintiffs failed to present any evidence showing DSS breached the contract with Plaintiffs or why they are entitled to reimbursement for claims from January through March 2018. DSS properly supported its motion for summary judgment with the contract and Orders I and II.

Yet Plaintiffs came to the hearing armed with nothing more than the allegations in their complaint and argument of counsel. That is insufficient to defeat a properly supported motion for summary judgment. *See* Rule 56(e), SCRCP ("When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but *his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial*. If he does not so respond, summary judgment, if appropriate, *shall* be entered against him." (emphasis added)); *Bowers v. Bowers*, 304 S.C. 65, 68, 403 S.E.2d 127, 129 (Ct. App. 1991) ("Arguments of counsel [] are not evidence.").

Because the ALC adjudicated Plaintiffs' claim for breach of contract, and because the findings in Orders I and II are the law of the case, the Court finds there is no genuine issue of material fact and DSS is entitled to judgment as a matter of law.

II. Plaintiffs failed to exhaust their administrative remedies on the denial or payment of any other 2018 reimbursement claims.

For the reasons above, Plaintiffs are not entitled to reimbursement for any claims from January through March 2018. As for any other 2018 reimbursement claims, Plaintiffs did not exhaust their administrative remedies. Thus, they have waived their right to challenge any denial of other 2018 reimbursement claims. *See Parker*, 313 S.C. at 487, 443 S.E.2d at 391.

Exhaustion of administrative remedies "requires that where a remedy before an administrative agency is provided, relief must be sought by exhausting this remedy before the courts will act." *Brown v. James*, 389 S.C. 41, 48, 697 S.E.2d 604, 608 (Ct. App. 2010) (quoting 2 AM. JUR. 2D *Administrative Law* § 595 (1962))); *see also Unisys Corp. v. S.C. Budget & Control Bd. Div. of Gen. Servs.*, 346 S.C. 158, 176–77, 551 S.E.2d 263, 273 (2001) (finding dismissal

proper when plaintiff was "required to exhaust administrative remedies as a matter of law" because agency had exclusive jurisdiction).

Here, Plaintiffs contend they "complied with all administrative prerequisites." Pls.' Compl. at ¶ 14. But Article IV, Section (B)(2) of the contract with DSS delineates exactly what administrative remedies must be exhausted—citing section 1-23-380 of the South Carolina Code—to challenge any claim reimbursement disallowances. Plaintiffs never pursued those administrative remedies to challenge partial payments or denials of their April, May, August, and September 2018 reimbursement claims. Nor did they appeal those denials or payments to the ALC or our appellate courts. Because the ALC had exclusive jurisdiction to hear those claims, Plaintiffs are barred from bringing them in this Court. *See Berry v. S.C. Dep't of Health & Envtl. Control*, 402 S.C. 358, 364-65, 742 S.E.2d 2, 5 (2013) (holding "circuit court complaint involved only the administrative matter, which falls squarely within the ambit of the APA," and under "the APA, the ALC had exclusive jurisdiction to entertain Appellants' narrow challenge of the Enforcement Order and the circuit court lacked subject matter jurisdiction to hear Appellants' claim").

In any event, Plaintiffs presented no evidence at the hearing as to any remaining 2018 reimbursement claims for which Plaintiffs sought relief. *See* Rule 56(e), SCRCP. DSS is therefore entitled to judgment as a matter of law on the breach of contract claim based on any remaining reimbursement claims.

III. Plaintiffs failed to state a valid claim for defamation against DSS.

As with the breach of contract claim, Plaintiffs are barred from relitigating the defamation claim here because Plaintiffs' mismanagement and failures to comply with federal regulations while participating in the CACFP were extensively litigated and resulted in adverse rulings against them by the ALC. *E.g.*, *Shirley Iron Works, Inc.*, 403 S.C. at 573, 743 S.E.2d at 785; *Parker*, 313

S.C. at 487, 443 S.E.2d at 391; *Bennett*, 305 S.C. at 312, 408 S.E.2d at 231; *Plum Creek Dev. Co.*, 334 S.C. at 34, 512 S.E.2d at 109. Thus, the law of the case, collateral estoppel, and res judicata bar Plaintiffs' defamation claim. Indeed, another member of this Court previously found identical statements were true in a similar case Plaintiffs brought against DOE. *See* DOE Order at 8–10.

"The tort of defamation allows a plaintiff to recover for injury to his or her reputation as the result of the defendant's communications to others of a *false message* about the plaintiff." *Swinton Creek Nursery v. EFC*, 334 S.C. 469, 484, 514 S.E.2d 126, 133 (1999) (emphasis added). Because the gravamen of a defamation claim is falsity, truth is an absolute defense. *See Ross v. Columbia Newspapers, Inc.*, 266 S.C. 75, 80, 221 S.E.2d 770, 772 (1976). Based on the ALC's unappealed findings and this Court's prior order in favor of DOE, if DSS made any statements at all, it spoke truthfully—as a matter of law—with other state and federal governmental agencies.

Plaintiffs first alleged persons acting on behalf of DSS made statements "which implied" Plaintiff McKie "was an incompetent manager." Pls.' Compl. at ¶ 22. But "pointed criticisms" of individual persons find no refuge in a claim for defamation. *See Erickson v. Jones St. Publishers, LLC*, 368 S.C. 444, 471, 629 S.E.2d 653, 667 (2006). Plaintiffs next alleged persons acting on behalf of DSS made statements that "funds have not been properly applied, and that Plaintiffs McKie and Burden have been guilty of violating state and federal laws." Pls.' Compl. at ¶ 22. They also allege DSS denied reimbursement claims as "fraudulent" and referred Plaintiffs "for criminal investigation . . . for mishandling of funds with full knowledge of the falsity of such claims." *Id.*

As to each purported statement, Plaintiffs presented no evidence at the hearing that DSS—or any of its agents or employees—made any statements, much less any false statements, about them. Rather, counsel for Plaintiffs simply stated that he believed there was a genuine issue of

material fact. That is insufficient. *See* Rule 56(e), SCRCP; *Bowers*, 304 S.C. at 68, 403 S.E.2d at 129. Thus, the Court can dispose of Plaintiffs' defamation claim on that basis alone.

In any event, Plaintiffs' defamation claim still fails because the two unappealed ALC Orders establish that Plaintiffs did in fact make overstated and unsupported claims for reimbursement, breached DSS's contract, and failed to comply with state and federal law in doing so. Order I stated DOE terminated Plaintiffs from the SFSP because they violated that program's requirements by "[n]ot only . . . fail[ing] to maintain its records in accordance with federal law but also and more importantly, fail[ing] to provide documentation verifying its claims as required by law." Order II found that School of Hope "is not financially viable and . . . [Plaintiffs] failed to maintain fiscal integrity to include a financial system with accountability to control all funds and property received and disbursed" which violated the CACFP federal regulations.

Another member of this Court previously found the same statements alleged to be defamatory here were in fact true as they related to Plaintiffs' former dealings and contract with DOE. *See* DOE Order at 9 (finding "the law of the case establishes that Plaintiffs did make overstated and unsupported claims for reimbursement, breached the [DOE's] contract, and violated state and federal law in doing so"); Rule 201(b), SCRE (allowing a court to take judicial notice).

Thus, Plaintiffs have not established DSS made any false allegations against them. Even when viewing the facts in a light most favorable to Plaintiffs, they failed as a matter of law to state a valid claim for defamation against DSS under any theory.[3]

[3] Even if Plaintiffs could prove falsity of the alleged statements, the statements were required by law and subject to an absolute or qualified privilege. *See Swinton Creek Nursery*, 334 S.C. at 484, 514 S.E.2d at 134. If both the speaker and the person to whom the communication is made have a common interest and the communication is made in good faith, then the communication is privileged. *See Bell v. Bank of Abbeville*, 208 S.C. 490, 493–94, 38 S.E.2d 641, 643 (1946); *Kunst v. Loree*, 424 S.C. 24, 42, 817 S.E.2d 295, 304 (Ct. App. 2018) ("A defendant may assert a

CONCLUSION

For these reasons, the Court **GRANTS** summary judgment in favor of DSS. Because Plaintiffs failed to establish a genuine issue of material fact as to the claims for breach of contract and defamation, the Court finds DSS is entitled to judgment as a matter of law. Plaintiffs' complaint is therefore **DISMISSED** with prejudice.

AND IT IS SO ORDERED.

_____
The Honorable Jocelyn Newman
Chief Administrative Judge
Fifth Judicial Circuit

Columbia, South Carolina
June ___, 2024

conditional or qualified privilege as an affirmative defense in a defamation action when the defamation is made in good faith and with proper motives."). Here, DSS and its employees had a legal duty to report matters relating to the administration of the CACFP to the USDA and refer these matters to law enforcement upon learning of Plaintiffs' actions. *See* 7 C.F.R. § 226.6(c)(3)(iii); 7 C.F.R. § 226.14(a). Plaintiffs were also on notice of the potential criminal penalties for fraud during their participation of the CACFP. *See* 7 C.F.R. § 226.25(e). To that end, DSS and the USDA had a common interest in Plaintiffs' failure to comply with the CACFP and contract requirements, and any reports from DSS to the USDA were made in good faith and to comply with its legal duties under the federal regulations. And Plaintiffs presented no evidence or argument to the contrary. *See* Rule 56(e), SCRCP.

Richland Common Pleas

Case Caption:	School Of Hope Christian Academy , plaintiff, et al vs South Carolina Department Of Social Services , defendant, et al
Case Number:	2022CP4003390
Type:	Order/Summary Judgment

So Ordered

Jocelyn Newman