

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Stephanie Jackson,

Plaintiff,

v.

The City of Chester,

Defendant.

IN THE COURT OF COMMON PLEAS FOR  
THE SIXTH JUDICIAL CIRCUIT

Case No. 2022-CP-12-00434

**ORDER**

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**INTRODUCTION**

This matter came before the Court on November 19, 2025, on Defendant, the City of Chester (hereinafter, “the City” or “Defendant”) Motion for Summary Judgment, and Plaintiff Stephanie Jackson (hereinafter, “Jackson” or “Plaintiff”), for Partial Summary Judgment. After hearing the arguments of counsel and consideration of the briefs, the Court requested that the parties submit supplemental briefing. After reviewing the briefs and arguments of counsel, this Court hereby grants Partial Summary Judgment to Plaintiff on her South Carolina Payment of Wages claim; and denies Defendant’s Motion for Summary Judgment as to Plaintiff’s unjust enrichment claim. Plaintiff abandoned her breach of contract claim so the Defendant’s motion for summary judgement on that claim is moot.

**PROCEDURAL HISTORY**

On September 28, 2022, Plaintiff filed the instant action in the Court of Common Pleas for Chester County alleging breach of contract, unjust enrichment, and violation of the South Carolina Payment of Wages Act (“SCPWA” or the “Act”). Subsequently, on March 6, 2024, Plaintiff filed an Amended Complaint asserting a new cause of action for violation of the Equal Pay Act (“EPA”). The City removed the action to federal court on April 5, 2024. On June 12, 2025, Plaintiff moved

to voluntarily dismiss her EPA claim, with prejudice, and remand the action to State court. The Court granted Plaintiff's motion and remanded the action to the Court of Common Pleas. Thereafter, Plaintiff filed its Motion for Partial Summary Judgment, as to her SCPWA claim, and Defendant filed a Motion for Summary Judgment as to all claims. These are the Motions currently before the Court.

### **LEGAL STANDARD**

Summary judgment is appropriate where "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; see also Tupper v. Dorchester County, 487 S.E.2d 187, 191 (1997); Wells v. City of Lynchburg, 501 S.E.2d 746, 749 (S.C. Ct. App. 1998). Summary judgment expedites disposition of issues which do not require the services of a fact finder. See George v. Fabri, 345 S.C. 440, 548 S.E.2d 868 (2001).

The party seeking summary judgment has the initial burden of establishing the absence of a genuine issue of material fact. See Bradley v. Doe, 374 S.C. 622, 649 S.E.2d 153 (Ct. App. 2007); McCall v. State Farm Mut. Auto. Ins. Co., 359 S.C. 372, 597 S.E.2d 181 (Ct. App. 2004). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). The nonmoving party must come forward with specific facts showing there is a genuine issue for trial. See Rife v. Hitachi Constr. Mach. Co., Ltd., 63 S.C. 209, 214, 609 S.E.2d 565, 568 (Ct. App. 2005).

In considering a summary judgment motion, the court must view the facts in the light most favorable to the non-moving party. Koester v. Carolina Rental Ctr., Inc., 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994); Baughman v. American Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “[S]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner.” David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006).

### **FINDINGS OF FACT**

Plaintiff served as the City Administrator for the City beginning in 2018 until her termination, without cause, in 2022. As the City Administrator, Plaintiff served as the chief executive for the City and was responsible for managing the day-to-day operations, resources, and services of the City.

The terms of Plaintiff’s employment were governed by a written employment contract (the “Contract”) with the City dated April 5, 2018. The Contract contained the entire agreement between the parties as indicated by the inclusion of a merger clause. The Contract provided for an initial term of one-year, which term would automatically renew for a one-year period until terminated by either party. The Contract provided that Plaintiff would accumulate vacation days at the same rate as full-time City employees in accordance with the City’s personnel policies. Additionally, the Contract included provisions regarding the manner in which either party could terminate the agreement. Section 3A of the Contract regarding termination provided in part:

“...the City may terminate [Plaintiff’s] employment under this Agreement at any time and for any reason upon ninety (90) days prior written notice to the other party, whereupon [Plaintiff’s] employment with the City shall terminate at the end of such notice period. The responsibility to continue to report to work may be waived by the City at its discretion. In the event [Plaintiff] or the City voluntarily terminates [Plaintiff’s] employment under this Agreement, [Plaintiff] shall be paid her base salary due through the effective date of such termination....”

On March 28, 2022, the City Council voted to unilaterally end its contractual agreement with Plaintiff as City Administrator under Section 3A of the Contract. The termination of Plaintiff's employment with the City was without cause. The Contract did not include any language regarding the payment of accrued, unused vacation days upon Plaintiff's termination without cause. However, according to the City's Employee Handbook, upon separation from City employment, an employee would be paid for their accrued, unused vacation time up to six (6) weeks. At the time of her termination, Plaintiff had accrued 302 hours of vacation time.

The City notified Plaintiff of the termination of her employment and its waiver of the duty for Plaintiff to continue to work during the 90-day period. Although the City did not initially pay Plaintiff her annual base salary for the 90-day notice period the City eventually agreed to pay her. However, the City did not pay Plaintiff the 302 hours of accrued, unused vacation time.

### DISCUSSION

**I. PLAINTIFF'S BREACH OF CONTRACT CLAIM IS DISMISSED AS PLAINTIFF ABANDONED THIS CLAIM; THUS, THIS ISSUE IS MOOT.**

In her Complaint, Plaintiff alleged that the City terminated her employment without providing the ninety (90) day written notice required under the Contract. The evidence in the record shows that the City waived the requirement for Plaintiff to continue working and paid Plaintiff her base salary during the 90-day notice period. Plaintiff abandoned this claim because, albeit several months after her termination, the City eventually paid her annual salary for the notice period. Therefore, Defendant's Motion for Summary Judgment is moot as to Plaintiff's breach of contract claim.

**II. THIS COURT GRANTS PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO HER SCPWA CLAIM AS IT FINDS THAT PLAINTIFF WAS ENTITLED TO BE PAID TIME PURSUANT TO THE CITY'S PERSONNEL POLICIES.**

The Court decides, as a matter of law, that the Act requires Defendant to pay Plaintiff accrued, unused vacation time; however, there is a genuine issue of fact as to whether Plaintiff is entitled to only the six (6) weeks as set forth in the City's personnel policies or whether she is entitled to 302 hours of accrued, unused vacation time.

Defendant argued that the terms of the Contract governed Plaintiff's employment with the City, to include circumstances regarding termination of the employment relationship. Defendant in its brief and during the hearing argued that the clear and unambiguous terms of the Contract must be enforced by the Court under the rule of contract interpretation. As such, the clear and express terms of the Contract under Section 3A entitles Plaintiff to only be paid her base annual salary during the 90-day notice period. In relying on the plain reading of the Contract, Defendant argued that Plaintiff's is not entitled to be paid out for vacation and, thus, Plaintiff's accrued, unused vacation time does not constitute "wages due" under the Act. This Court disagrees.

The Court holds SCPWA requires that an employer must render all wages due to an employee upon separation from employment. The SCPWA defines "wages due" as:

"all amounts at which labor rendered is recompensed, whether the amount is fixed or ascertained on a time, task, piece, or commission basis, or other method of calculating the amount and includes vacation, holiday, and sick leave payments which are due to an employee under **any employer policy or employment contract**"

S.C. Code § 41-10-10(2) (emphasis added).

The terms and language of the Contract are clear and unambiguous. However, the issue of the payment of vacation time upon termination is not addressed in the Contract, but it is addressed in the City's personnel policies, which is referenced and incorporated in certain parts of the Contract (e.g., Section 10 regarding the accrual of leave). There is no dispute in the record that the City's handbook permits the payment of certain vacation days upon an employee's departure. The

City's handbook limits the payment of vacation days; however, there was evidence presented that this written limitation was not always followed.

Accordingly, I find that Plaintiff is entitled to summary judgement on her SCPWA claim (i.e. liability) and a finder of fact will need to determine the amount of vacation compensation she is entitled to (i.e., 6 weeks, gross amount accrued, etc.). Similarly, I find that once a determination of the amount of compensation due to Plaintiff is made, the Court must enter a ruling on Plaintiff's claim for treble damages and attorney's fees under the Act.

**III. THIS COURT DENIES DEFENDANTS MOTION FOR SUMMARY JUDGMENT AS TO PLAINTIFF'S UNJUST ENRICHMENT CLAIM AS THERE ARE GENUINE ISSUES OF MATERIAL FACT.**

In her Complaint, Plaintiff alleges that "Defendant maintained a policy of requiring Plaintiff to perform the duties of other positions without compensating her," and that "Defendant retained the benefit of [Plaintiff's] work without compensating her which rendered it inequitable and unjust for Defendant to retain such benefits." (Complt. ¶¶ 71, 73). Plaintiff alleges in her Complaint that, during her employment, she performed the duties of several vacant positions in the City: Human Resources Director, Finance Director, Municipal Clerk, and Human Resources Assistant. (See Complt. ¶¶28-29, 34).

During the hearing, Defendant argued that Plaintiff failed to present any evidence of any "additional duty" she performed that was outside of her role as City Administrator. Additionally, Defendant argued that Plaintiff's claim is barred by the doctrine of unclean hands based on her failure to protect and preserve the City's financial interests and not take steps to create, by her own conduct, a financial liability without notifying City Council. This Court disagrees as it finds that the deposition testimony of Councilwoman King-Boyd creates issues of fact regarding whether Plaintiff performed additional duties and is entitled to any recovery under the theory of unjust

enrichment. Accordingly, Defendant's Motion for Summary Judgment as to Plaintiff's unjust enrichment claim is denied.

**CONCLUSION**

For the aforementioned reasons, this Court:

- 1) Grants Plaintiff's Motion for Summary Judgment as to liability under the South Carolina Payment of Wages Act and reserves for the finder of fact the determination on damages;
- 2) Finds Defendant's Motion for Summary Judgment as to Plaintiff's breach of contract claim is moot because Plaintiff abandoned this claim;
- 3) Denies Defendant's Motion for Summary Judgment as to Plaintiff's unjust enrichment claim.

**AND IT IS SO ORDERED.**

**The Honorable Thomas W. McGee, III**

*Electronic signature to follow.*



Chester Common Pleas

**Case Caption:** Stephanie Jackson VS The City Of Chester

**Case Number:** 2022CP1200434

**Type:** Order/Summary Judgment

So Ordered

s/ Thomas W. McGee III, Judge Code 2786