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May 12 2026

SC Court of Appeals

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

Paul M. Burch, Circuit Court Judge

Case No. 2024-CP-16-00094

Dr. Cecil L. Bromell,

Appellant,

v.

Macedonia Missionary Baptist Church,

Respondent.

NOTICE OF APPEAL

Travis William Jacobs appeals the Order of the Honorable Paul M. Burch dated April 23, 2026. Appellant received written notice of entry of this Order on April 23, 2026.

May 11, 2026

s/John D. Clark

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STATE OF SOUTH CAROLINA
COUNTY OF DARLINGTON

Dr. Cecil L. Bromell,

Plaintiff,

v.

Macedonia Missionary Baptist Church

Defendant.

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT

C/A # 2024-CP-16-00094

ORDER

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SC Court of Appeals

COMES NOW before the Court, Defendant Macedonia Missionary Baptist Church's Motion for Summary Judgment (hereinafter, "MMBC" or the "Church"). This Motion was heard on March 30, 2026. Present at the hearing was John Clark, Esq., counsel for Plaintiff, Plaintiff Dr. Cecil L. Bromell, and Alexander S. Hogsette, Esq. and R. Edward Henderson, Esq., counsel for Defendant. For the reasons set forth herein, the Court **GRANTS** Defendant's Motion for Summary Judgment.

This matter arises from an employer-employee relationship between Plaintiff and Defendant. Plaintiff's original pleading asserted causes of action against the Church and several co-defendants; namely, Margaret Augustus, Lamias Muldrow, Donald Jackson and Denise Stanley – all members and officers of the Church (hereinafter, "individual defendants"). Id. The Complaint asserted six (6) causes of action for the following: (1) Breach of Contract; (2) Civil Conspiracy; (3) Slander *per se*; (4) Libel *per se*; (5) Tortious Interference with a Contractual Relationship; and (6) Unpaid Wage Claim pursuant to §41-10-10, *et seq.*

By Consent Order, dated January 29, 2024, the Court dismissed, *with prejudice*, the claims against the individual defendants, dismissed the Libel and Slander causes of action, and transferred venue to Darlington County.

By consent of the parties set forth at the hearing, Plaintiff dismisses his causes of action for Civil Conspiracy and Tortious Interference with a Contractual Relationship.

As such, the instant Motion pertains solely to Plaintiff's remaining claims for Breach of Contract and violation of the Payment of Wages Act, S.C. Code Ann. §41-10-10, *et seq.*

STANDARD OF LAW

“Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.” S. Glass & Plastics Co. v. Kemper, 399 S.C. 483, 490, 732 S.E.2d 205, 208-09 (Ct. App. 2012).” In determining whether summary judgment is proper, the court must construe all ambiguities, conclusions, and inferences arising from the evidence against the moving party.” Weston v. Kim's Dollar Store, 399 S.C. 303, 308, 731 S.E.2d 864, 866 (2012) (quoting Byers v. Westinghouse Elec. Corp., 310 S.C. 5, 7, 425 S.E.2d 23, 24 (1992)). “[S]ummary judgment is completely appropriate when a properly supported motion sets forth facts that remain undisputed or are contested in a deficient manner,”¹ and “when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ.” Byerly v. Connor, 307 S.C. 441, 445, 415 S.E.2d 796, 799 (1992).

“Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a genuine issue of [material] fact remaining

¹ David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 250, 626 S.E.2d 1, 5 (2006).

for trial.” S. Glass & Plastics Co., 399 S.C. at 490, 732 S.E.2d at 209 (quoting Sides v. Greenville Hosp. Sys., 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004)). “When a party makes a motion for summary judgment, ‘an adverse party may not rest upon the mere allegations or denials of his pleadings, 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.’” Coker v. Cummings, 381 S.C. 45, 54, 671 S.E.2d 383, 388 (Ct. App. 2008) (quoting S.C. Elec. & Gas Co. v. Combustion Eng’g, Inc., 283 S.C. 182, 188-89, 322 S.E.2d 453, 457 (Ct. App. 1984)).

ANALYSIS

Considering the prior voluntary dismissal of four previously asserted causes of action, Plaintiff’s lawsuit seeks damages, both actual and punitive, as well as costs and attorneys’ fees, on two claims: Breach of Contract and violation of the Payment of Wages Act pursuant to S.C. Code Ann. §41-10-10, *et seq.* This Court finds that there are no genuine issues of material fact, even when all ambiguities, conclusions, and reasonable inferences therefrom, are resolved in favor of Plaintiff, and Defendant is entitled to judgment on all claims as a matter of law.

I. Plaintiff’s causes of action for Breach of Contract and Unpaid Wages fail as a matter of law because the Court lacks jurisdiction over ecclesiastical questions and controversies, and/or church doctrine or discipline.

In South Carolina, our Courts are mindful and protect inviolate the right of a religious organization to be “free from state interference” into “matters of church government as well as those of faith and doctrine.” Banks v. St. Matthews Baptist Church, 406 S.C. 156, 160, 750 S.E.2d 605, 607 (2013).

The civil court will not enter into the consideration of ecclesiastical questions and controversies, or church doctrine or discipline. Pearson v. Church of God, 325 S.C. 45, 51-52, 478 S.E.2d 849 (1996). “To assume such jurisdiction would not only be an attempt by the civil courts to deal with matters of which they have no special knowledge, but it would be inconsistent with complete religious liberty, untrammelled by state authority.” Id. The Court in *Pearson* went on to hold that “on this principle, the action of church authorities in the deposition of pastors . . . is final.” Id. The Court explained that “it is not the function of courts to dictate procedures for a church to follow.” Id.; see also Hosanna-Tabor Evangelical Lutheran Church Sch. v. Equal Emp’t Opportunity Comm’n, 132 S.Ct. 694, 706, 565 U.S. 171 (2012).

The United States Supreme Court reasoned that in disputes by a religious leader and his/her church a ministerial exception exists which prevents court involvement.

The members of a religious group put their faith in the hands of their ministers. Requiring a church to accept or retain an unwanted minister, or punishing a church for failing to do so, intrudes upon more than a mere employment decision. Such action interferes with the internal governance of the church, depriving the church of control over the selection of those who will personify its beliefs. By imposing an unwanted minister, the state infringes the Free Exercise Clause, which protects a religious group’s right to shape its own faith and mission through its appointments. According the state the power to determine which individuals will minister to the faithful also violates the Establishment Clause, which prohibits government involvement in such ecclesiastical decisions. Id.

In the instant matter, Plaintiff’s Complaint raises employment-based claims; namely, Breach of Contract and a Payment of Wages Act violation. However, these claims necessarily involve matters of religious doctrine, and a religious organization’s system of discipline and administration in the termination of its pastor. As stated plainly

in *Pearson*, it “would not be proper for a trial court to determine whether the Church acted consistently with its religious laws and doctrines, its system of discipline and administration in revoking” Plaintiff’s pastoral ministry. *Id.* at 53, 478 S.E.2d at 853. This is an ecclesiastical matter over which the Court should not exercise jurisdiction.

As opposed to the Court’s factual analysis in *Banks*, which dealt with a non-secular defamation claim, and similar cases dealing with intentional torts, the controversy here, even according to Plaintiff’s testimony, is whether the Church properly terminated his pastoral role in accordance with the Church’s constitution and bylaws. Plaintiff has not identified or presented any evidence that the Church violated its bylaws in terminating him. While the Bylaws set forth the election process for a paster and how to terminate officers of the church and regular members, they are silent on the termination process of a pastor. Plaintiff was an at-will employee and could be terminated without notice.

As in *Pearson*, the Court would not be able to apply neutral principles of law in deciding Plaintiff’s causes of action. Plaintiff’s causes of action require Court analysis and determinations on ecclesiastical questions and controversies, church doctrine, and a religious organization’s system of discipline and administration in the termination of its pastor. This is the type of secular meddling into religious affairs that is barred by the Constitution. *Pearson*, 325 S.C. at 51-52, 478 S.E.2d 849. For this reason, the Court hereby dismisses Plaintiff’s Complaint, with prejudice.

II. Plaintiff’s claim for breach of contract and unpaid wages fails as a matter of law.

Even if Plaintiff the Court could determine this matter on neutral, non-secular principles, Plaintiff’s cause of action pursuant to the Payment of Wage Act and Breach of Contract must also be dismissed with prejudice.

A plaintiff alleging an unpaid wage claim pursuant to the Payment of Wage Act, S.C. Code Ann. §41-10-10, *et seq.*, must provide evidence of the wages that were allegedly unpaid. In other words, the Act “defines ‘wages’ as ‘all amounts ... which are due to an employee under any ... employment contract.’” Dumas v. InfoSafe Corp., 320 S.C. 188, 195, n. 4, 463 S.E.2d 641, 645, n. 4 (Ct. App. 1995) (quoting § 41–10–10(2)).

Reviewing all evidence, and all reasonable inferences therefrom, in a light most favorable to Plaintiff, his claim for unpaid wages fails as a matter of law. Plaintiff asserts that he is owed unpaid wages for the following items:

- (1) Monthly salary.
 - (2) Monthly retirement/insurance payments.
 - (3) Pastoral Anniversary bonus.
 - (4) Two months of paid Sabbatical leave every fifth anniversary as Pastor; 2014 and 2019, respectively.
- a. *Plaintiff’s claim for Wages and Retirement/Insurance fail as a matter of law because the record establishes that he received and accepted those funds.***

As for Plaintiff first assertion that he is owed wages or retirement/insurance payment, this claim fails as a matter of law and there is no genuine issue of material fact.

Plaintiff does not dispute that the Church paid him all wages and retirement/insurance due to him in 2023. The uncontested financial records reflect:

- (1) Church paid Plaintiff a gross amount of \$44,333.28 in 2023.
- (2) Church presented Defendant a check in the amount of \$14,822.81 on or about February 5, 2023, and Defendant accepted that check.
- (3) Defendant did not file a claim with the South Carolina Department of Labor, Licensing and Regulation.

Notably, the record reflects that the total wages paid to Plaintiff in 2023 were disproportionate to the time Plaintiff was employed by same. The uncontested tax filings establish that the Church paid Plaintiff \$44,333.28 in 2023 and \$60,000.00 in 2022. Plaintiff had no affiliation with the Church beyond June. Yet his compensation amounted to nearly two-thirds of his annual pay.

It is axiomatic in an unpaid wage claim that Plaintiff must be able to establish a failure to pay wages. Plaintiff did not present any evidence that he was owed any additional items he classified as wages, nor does the agreement set forth a right to any additional forms of wages; namely, bonus and sabbatical pay. Because the record unequivocally reflects that the Church tendered salary payments to Plaintiff and Plaintiff accepted, this claim is dismissed as a matter of law.

b. Plaintiff's claim for a 2023 bonus and past unused sabbatical pay fails as a matter of law.

As previously discussed, Plaintiff asserts that he is owed a bonus for the year he was fired and payment of sabbatical pay from 2014 and 2019 for sabbaticals he admittedly did not take and during a time in which he was still compensated.

Notably, the word bonus does not appear anywhere on the Pastoral Contract, nor is there any reference to a bonus-esque payment. Moreover, while the term sabbatical is found in the agreement, it is uncontroverted that Plaintiff was not entitled to paid sabbatical leave in 2023.

Plaintiff has not presented any evidence that the agreement legally obligated the Church to pay him any bonus or sabbatical leave in 2023. As such, summary judgment on these claims is appropriate as a matter of law.

- c. ***Plaintiff's claim as to unused sabbatical leave fails as a matter of law because Plaintiff waived this claim, which is now barred by the Statute of Limitations.***

Further, Plaintiff's allegation that he is contractually obligated to unpaid wages related to unused, paid sabbatical leave is without merit and should be dismissed as a matter of law. The sabbatical pay that Plaintiff claims he is owed – despite his own admission that he never took a sabbatical and is not claiming any other unpaid wages from February 2009-February 2023 – is not actionable pursuant to the Discovery Rule and the Statute of Limitations.

In South Carolina, if a party to a contract knew or could have known that he might have a cause of action over the failure to abide by the terms of employment the Discovery Rules bars any future recovery of damages relating to said breach if outside the statute of limitations. Maier v. Tietex Corporation, 331 S.C. 371, 500 S.E.2d 204 (Ct. App. 1998).

Plaintiff readily admits that he knew of the sabbatical leave provision. Applying the Discovery Rule, Plaintiff knew or should have known that the Church breached its contract and failed to pay him wages in 2014. As such, the statute of limitations on his breach of contract and unpaid wage claim expired no later than January 1, 2018, three years after he did not receive payment for the unused sabbatical leave at any point in 2014.

CONCLUSION

This Court, having duly considered the record, briefs, exhibits, and oral arguments, finds that Defendant Macedonia Missionary Baptist Church's Motion for Summary Judgment is hereby **GRANTED** and this matter is dismissed with prejudice.

This ___ day of _____, _____
_____, SC

THE HONORABLE PAUL BURCH
Presiding Judge



Darlington Common Pleas

Case Caption: Cecil L Bromell VS Macedonia Missionary Baptist Church ,
defendant, et al
Case Number: 2024CP1600094
Type: Order/Summary Judgment

So Ordered

s/Paul M. Burch, Judge #2048

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PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondent Macedonia Missionary Baptist Church, by electronic mail only, to the following attorney of record:

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