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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHEROKEE COUNTY
Court of Common Pleas

The Honorable R. Keith Kelly, Circuit Court Judge
The Honorable Perry Gravely, Circuit Court Judge

Trial Court Case No. 2017-CP-11-00735
Appellate Case No. 2022-001582

Sharon Brown,

Appellant,

v.

Cherokee County School District One,

Respondent.

APPENDIX TO THE SUPPLEMENTAL RECORD ON APPEAL



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July 9, 2026
Columbia, South Carolina

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION

SHARON BROWN,

Plaintiff(s),

VS.

CHEORKEE COUNTY SCHOOL
DISTRICT,

Defendant(s).

Civil Action No.: 7:18-cv-000017-DCC-KFM

AMENDED SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at his office at 112 Wakefield Street, P.O. Box 10496, Greenville, South Carolina 29601 within thirty days (30) after the service hereof, exclusive of the day of such service; and, if you fail to appear and defend by filing an answer to the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,

s/Fletcher N. Smith, Jr.

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South Carolina, South Carolina
Dated: January 11, 2018

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION

SHARON BROWN,	:	
	:	Civil Action No.: 7:18-cv-000017-DCC-KFM
Plaintiff(s),	:	
	:	
vs.	:	
	:	AMENDED COMPLAINT
CHEORKEE COUNTY SCHOOL	:	
DISTRICT,	:	
	:	
Defendant(s).	:	

COMES NOW, Plaintiff complaining of the Defendants hereby alleges:

1. That the Plaintiff is a resident and citizen of the County of Spartanburg, State of South Carolina and resides at 216 Ardmore Road, City of Spartanburg, State of South Carolina.
2. That the Defendant, Cherokee County School District, is a political subdivision organized and existing under the laws of the State of South Carolina and provides educational services to children of Cherokee County, with its place of business located at 141 Twin Lakes Road, City of Gaffney, County of Cherokee, and State of South Carolina.
3. That the Defendant is charged with the operation of public schools within this district, including Luther Vaughn Elementary School and promulgates the policies, practices, customs, and usages in furtherance thereof.
4. That the venue is proper in this jurisdiction because a substantial part of the events or omissions, giving rise to the claims asserted in this action occurred in this judicial district and division. That this action is being brought under the South Carolina Tort Claim Act and other relevant South Carolina Statutes and the South Carolina Common Law.
5. That Plaintiff started her career as a teacher with Cherokee County School District in July of

1999. The Plaintiff was in her seventeenth year as a teacher when she was dismissed by Cherokee County School District on October 7, 2015. Plaintiff was reinstated to her teaching position by Court order in October of 2011 after having been illegally fired by this district.

6. That the Plaintiff filed, on or about March 4, 2013, a Complaint and Amended Complaint titled Racism with the Defendant. Some of the things that were reported to the Defendant were the following:

(a.) White teachers on Plaintiff's grade level did not have to have teacher writing and reading log notebooks, however Ms. Plaintiff was supposed to have them according to principal Nanette Ruppe (Ms. Ruppe).

(b.) Plaintiff had been in the school building on or about 2/24/13 past 6:30 p.m. and Nanette Ruppe came to her classroom on or about 2/26/13 and told her that she was supposed to be out of the building by 6:30 p.m. However, Ms. Ruppe permitted a white teacher to stay past 6:30 p.m. on or about 2/24/13. Mrs. Kathryn Clawson, a white teacher, stayed in the building until 8:30 p.m. on or about 2/24/13. Ms. Ruppe did not confront Kathryn Clawson for being in the building past 6:30 p.m.

(c.) Plaintiff was out sick for 5 consecutive days without seeing her students and when she returned to work, shortly thereafter, Ms. Ruppe was in her room writing up a teacher evaluation.

(d.) Plaintiff reported that the white second grade teachers were doing the same activities that Ms. Ruppe had issues with Plaintiff doing. However, Ms. Ruppe wasn't questioning white second grade teachers about the activities. Additionally, the Plaintiff reported that white teachers were not asked to score their benchmarks and turn them in. However, Ms. Ruppe asked Plaintiff to score and turn hers in.

(e.) The Plaintiff reported to the Defendant that Ms. Ruppe, during Luther Vaughn's Staff

Development Meeting on or about February 18, 2012, said to the faculty, "I had one of Sharon Plaintiff's students in the office last week; she couldn't do her math without me giving her manipulatives."

7. That the top three second grade math students came from the Plaintiff's classroom and the top five second grade reading students came from the Plaintiff's classroom for the 2014/2015 school term. It was proven by standardized test scores (MAPS) at the end of the 2014/2015 school term that the Plaintiff was doing an excellent job for Cherokee County School District. The second grade students at Luther Vaughn Elementary were better off in the Plaintiff's classroom than the other two second grade classrooms. Luther Vaughn Elementary is an F rated school and desperately needed a caring and devoted teacher. Additionally, for the three years that Plaintiff was at Luther Vaughn Elementary, 2 out of the 3 years the Plaintiff had a runner up in the school spelling bee. The Plaintiff's second grade students competed in the school spelling bee with students from 3rd, 4th, and 5th grade. Further, the Plaintiff's students were often 1st, 2nd, or 3rd place winners at the district level in various district contests.

8. That the Plaintiff reported to the Defendant, using the district's PODDS website under the teacher observation report, that when she was out sick, she came to Luther Vaughn Elementary to pick up some paper work on a Sunday and shortly after arriving, Ms. Ruppe made an announcement over the intercom that she was getting ready to leave. The Plaintiff paged the office and told Ms. Ruppe that she was getting ready to leave also. Ms. Ruppe's response was for Plaintiff to call Earl to arm the building. Earl is another teacher. Further, Plaintiff reported at this time that when Mrs. Clawson and Mrs. Owens were not finished working on school matters before Ms. Ruppe was leaving; Ms. Ruppe told them the code to arm the building. The Plaintiff reported to the Defendant that she could not know the code to the building, upon information and

belief, because she was African American. However, white teachers are able to know it. Plaintiff sent Ms. Ruppe a copy by e-mail on April 14, 2015 of her allegations.

9. That the Plaintiff filed complaints against the Cherokee County School District One with the Equal Employment Opportunity Commission (EEOC) on or about March 10, 2014, on or about August 5, 2015, and on or about October 9, 2015. Plaintiff reported the following to the EEOC:

(a.) Plaintiff reported that she filed an internal complaint against Nanette Ruppe alleging racial discrimination and most recently is being considered for an Improvement Plan when white teachers who are performing at a lower level than Plaintiff were not being considered for an Improvement Plan. Further, Plaintiff reported to the EEOC that she felt that this was pre-textual to deny her a contract for the school year 2014/2015. Additionally, the Plaintiff reported that she believed that she had been discriminated against because of her race and retaliated against for engaging in a protected activity in violation of Title VII of the Civil Rights Act of 1964, as amended.

(b.) Plaintiff reported to the EEOC that she was administrative leave, pending discharge, for a fabricated accusation by coworker and a fellow teacher because of her race and retaliation by the district.

10. That because of the Plaintiff's whistleblowing activities, she was subjected to many forms of punishment beginning within one year after her reports, which entitles the Plaintiff to a presumption of retaliation under the Whistleblower Act. Plaintiff was terminated by Cherokee County School District on or about October 7, 2015. The Defendant attempted to discourage, humiliate, berate and otherwise punish the Plaintiff by falsely accusing her of choking a child and bringing various charges against Plaintiff for punitive reasons.

11. That the Cherokee County School District and Superintendent, Dr. Quincie Moore,

tormented, harassed, vilified the Plaintiff, all for reasons which were motivated solely by feelings of retaliatory animus, ultimately leading to the Plaintiff's termination, all in violation of the Whistleblower Act. Plaintiff was subjected to Siberia treatment and severe emotional distress.

12. The Plaintiff has been ruined in her lifetime career and is entitled to compensatory and punitive damages. She has been forced to suffer a loss of earnings, loss of earning capacity, loss of reputation, severe mental anguish and public humiliation.

FOR A FIRST CAUSE OF ACTION

Violation of South Carolina Whistleblower Act

13. That the allegations contained in Paragraphs 1-12 above, are realleged and adopted the same as repeated verbatim herein.

14. That the Superintendent, Quincie Moore, alleged charged the Plaintiff with assault on a child, dishonesty, and insubordination in Retaliation for Plaintiff complaining about and exposing that she was being racially discriminated against along with Dr. Moore's personal animosity toward her for having been reinstated to Cherokee County School District by the local court.

15. That the Cherokee County School District Board of Trustees condoned Superintendent Moore's outrageous conduct toward the Plaintiff because of the alleged charges that the Plaintiff had filed with the EEOC office against Cherokee County School District and the Plaintiffs reinstatement to the Cherokee County School District.

16. That the Plaintiff is entitled to have Dr. Quincie Moore's letter to her dated August 11, 2015 and the Cherokee County School District Board of Trustees' teacher dismissal order pertaining to Plaintiff removed from her Personnel File with the Defendant District.

17. That the Plaintiff is entitled to have all the fabricated and defamatory evidence used in her dismissal hearing before the Board of Trustees on or about October 7, 2015 removed from her Personnel File with the Defendant District.

18. That as a direct result of the above stated actions of Superintendent, Quincie Moore, and the Cherokee County School District Board of Trustees, the Plaintiff has suffered actual and compensatory damages including damage to her reputation for fitness in her profession, loss of employment opportunities, mental anguish and physical symptoms of stress, entitling the Plaintiff to attorney fees and costs, as well as actual, punitive, and compensatory damages.

FOR A SECOND CAUSE OF ACTION

Breach of Contract

19. That the allegations contained in Paragraphs 1-18 above, are realleged and adopted the same as repeated verbatim herein.

20. The Defendant failed to follow its own policies and state law pertaining to the reporting of allegations of child abuse.

21. The Defendant did not notify DSS or law enforcement concerning allegations of child abuse that was reported by Justin Kelly. Justin Kelly should have been arrested for the bogus allegations that he asserted against Plaintiff.

22. That the Defendants knowingly fabricated per textual reasons for Plaintiff's termination knowing the reasons were false and did not justify termination for cause.

23. That the Plaintiff disputes the Defendants' version of events resulting in her termination.

24. The Covenant of Good Faith and Fair Dealings applies to employment contracts that alter the at-will employment status.

25. Plaintiff was a continuing contract teacher.

26. That the Defendant Districts' conduct, as outlined above, constitutes a breach of Plaintiff's continuing contract of employment with the Defendants in that the provisions of the Teacher Employment Act, Cherokee County School District Policies, and State Law on the Reporting of allegations of child abuse are all integral in terms of Plaintiff's contract of employment with Defendant District.

FOR A THIRD CAUSE OF ACTION

Breach of Contract Accompanied By a Fraudulent Act

27. That the allegations contained in Paragraphs 1-26 above, are realleged and adopted the same as repeated verbatim herein.

28. The Defendants knowingly fabricated pretextual reasons for Plaintiff's termination knowing the reasons were false and did not justify termination for cause.

29. Cherokee County School Board allowed Superintendent Moore to blatantly lie on Plaintiff during the school board hearing. An example of Superintendent Moore lying and committing perjury during the teacher dismissal hearing was when she claimed that she had shared a statement with Plaintiff by Beth Owens during her meeting with Plaintiff on July 31, 2015. The Defendant district knew that this was a lie because Quincie Moore's letter to Plaintiff dated August 11, 2015 is written in a manner that indicates the first mention of a statement by Beth Owens.

FOR A FOURTH CAUSE OF ACTION

Defamation

30. That the allegations contained in Paragraphs 1-29 above, are realleged and adopted the same as repeated verbatim herein.

31. That one or more of the Defendant district's employees defamed the Plaintiff to third parties and others by asserting to other parties that Plaintiff committed a criminal act by asserting that Plaintiff assaulted a child.

32. That one or more of the Defendant district's employees defamed the Plaintiff by falsely stating that the Plaintiff instructed her to testify falsely to a tribunal.

33. That the Superintendent, Quincie Moore, asserted defamatory statements in the presence of the Plaintiff's mother on or about July 31, 2015. Additionally, Superintendent Moore pulled out defamatory statements concerning Plaintiff in the presence of Plaintiff's mother on July 31, 2015. The Superintendent shared verbally and in writing false accusations made by Justin Kelly concerning an alleged physical and verbal attacked upon a student by Plaintiff in the presence of Plaintiff's mother.

34. That on or about July 31, 2015, Dr. Carl Carpenter, Director of Personnel for Cherokee County School District, shared defamatory statements concerning Plaintiff in the presence of Plaintiff's mother concerning defamatory information that Nanette Ruppe was alleged to have been told by Tracie Wilson. Tracie Wilson essentially accused Plaintiff of arguing with her at Ross Department Store concerning the Justin Kelly fabricated mess.

35. That the Superintendent, Quincie Moore's, letter dated on or about August 11, 2015, addressed to Plaintiff, falsely accuses Plaintiff of insubordination, dishonesty, ad abuse of a child. This letter was published to others and made a part of the permanent Personnel File of the

Plaintiff within the District, which has damaged the reputation of the Plaintiff for fitness in her profession, and has kept the Plaintiff from jobs with other school districts.

36. That the order of Cherokee County School Board, dated October 15, 2015, terminating Plaintiff's employment was placed in Plaintiff's permanent Personnel File with the District.

37. That the Defendant and one or more of its employees gave Prospective Employers for Plaintiff knowingly false or deliberately misleading information during a reference check on Plaintiff.

38. That the Defendant and one or more of its employees knew that Plaintiff was terminated based upon fabricated evidence that was defamatory, however, the Defendant and one or more of its employees disclosed the fabricated reasons to Prospective Employers.

39. That the said statements by one or more of the Defendant district's employees were false, and said statements were made either knowing they were false or for the reckless disregard for the truth. Further, said defamatory statements were designed to put the Plaintiff in a false light.

40. That the Defendant district, Dr. Quincie Moore, Dr. Carl Carpenter, and one or more of the Defendant district's employees published these false and defamatory statement with implied, actual, and/or constitutional malice as defined by the law of South Carolina.

41. That one or more of the Defendant district's employees statements are defamatory in that they tend to impeach the honesty, integrity, virtue or reputation of Plaintiff and expose her to public hatred, contempt, ridicule and obloquy and cause her to be shunned or avoided and to injure her in her occupation. The Defendant district and its employees' words further tended to reduce her character or reputation in the estimation of friends, acquaintances or the public and to disgrace her.

42. That because of the publication of the false, malicious, and defamatory statements, Plaintiff has suffered injury to her good name and reputation and has endured and will continue to endure embarrassment and humiliation. The publications of these statements have served and still serve to injure her in her occupation and to compromise her future work.

43. As a direct and proximate result of said slander, libel, and or defamation of character, Plaintiff suffered damages in the way of loss employment and loss of future opportunities to gain employment in the field of education.

FOR A FIFTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress; Outrage

44. That the allegations contained in Paragraphs 1-43 above, are realleged and adopted the same as repeated verbatim herein.

45. That on or about July 31, 2015 Quincie Moore yelled at Plaintiff and got all in Plaintiff's face in hopes that she could get Plaintiff to lie on herself that that she assaulted a child, was dishonest, and that she was insubordinate.

46. That Dr. Quincie Moore attempted to scare the Plaintiff into resigning when she knew from the very onset that no child was ever assaulted by Plaintiff and that Plaintiff was innocent of all the other charges alleged against the Plaintiff. The alleged assaulted child and his mother confirmed that the child was never touched by the Plaintiff. However, Dr. Quincie Moore was determined that she would retaliate against Plaintiff for the whistle blowing charges that the Plaintiff had filed against the Defendant and her own personal animosity toward the Plaintiff because of Plaintiff's reinstatement to Cherokee County School District.

47. That Justin Kelly stated in a written statement, "Yesterday, Thursday, May 28, I witnessed Sharon Plaintiff, a second grade teacher, grabbing a student violently by his lower jaw and throat, and forcing his body against the wall while proceeding to verbally assault him. He did not appear to be doing anything wrong. He was walking appropriately to class when she grabbed him. I do not think that she was aware that I was present. I just happened to look outside my art room door and witness this."

48. That according to Ruby Byers (guidance counselor at Luther Vaughn Elementary) statement dated on or about June 1, 2015, "On May 29 at approximately 3:10 p.m. Justin Kelly, the art teacher, came to my office and told me that he witnessed a teacher doing something disturbing and he wanted to tell me about it so that he could get advice on what to do. He told me that the day before (Thursday), he saw Miss Plaintiff shoving a student up against the wall and squeezing his lower face and neck with her hands and yelling at him outside the art room. I told him that he needed to report this to Ms. Ruppe. I walked with him to the office and told Ms. Ruppe that he had witnessed something and needed to let her know. I left him with Ms. Ruppe and returned to my office."

49. That on or about October 7, 2015, Dr. Quincie Moore told Cherokee County School District Board of Trustees the following: "I don't believe that she saw Mr. Kelly. He was positioned in such a way that I don't believe she saw him. I believe that he witnessed her put her hands on the student." Further, Dr. Moore told the School Board, "I believe that's why the student wasn't crying because I believe that Ms. Plaintiff went back a second time and, and made amends with the student. That's what I believe happened."

50. That Dr. Quincie Moore came up with a theory that Plaintiff came in the art classroom twice to get the alleged assaulted student without any facts or personal knowledge of the situation. Dr. Moore maliciously instigated charges against Plaintiff for something that she had no knowledge of and that was not confirmed by any of the factual content in this case.

51. That Dr. Quincie Moore, Dr. Carl Carpenter, Nanette Ruppe, and Justin Kelly never notified DSS or law enforcement concerning the alleged choking that Justin Kelly fabricated. Justin Kelly is still employed as a teacher with the Defendant.

52. That the Cherokee County School District Policy *AR JLF-R Student Welfare* was not followed. Specifically, CCSD and its officials failed to report the alleged child abuse to DSS and or/law enforcement.

53. That Dr. Moore never interviewed any of the Plaintiff's second grade students, who were in line with the alleged victim student, to see if Plaintiff grabbed the student as alleged by Justin Kelly.

54. That Further Dr. Quincie Moore told Cherokee County School Board, "People that work in the school system have to love children, kids have to be in a safe environment, and I have to trust the individuals that are in the classroom wholeheartedly, and based on my conversation with Ms. Plaintiff, I no longer believe she's a credible person, and the reasons that I stated, I no longer believe she needs to be teacher in our district."

55. Cherokee County School District Board of Trustees found Plaintiff guilty of assaulting a student, dishonesty, and insubordination because the School Board wanted to get even with Plaintiff for her Whistle Blowing activities against the district. Additionally, CCSD Board of Trustees had animosity toward Plaintiff because of her reinstatement to CCSD by the local court.

56. The act of Dr. Moore, Justin Kelly, and The Cherokee County School District Board of Trustees accusing Plaintiff of choking a child (child abuse) without confirmation by the victim and/or DSS and law enforcement is extraordinarily beyond the bounds of socially tolerable behavior.

57. Superintendent, Dr. Moore, knew that she would cause Plaintiff severe emotional distress by bringing fabricated charges against her for child abuse, dishonesty, and insubordination.

58. That the Superintendent, Dr. Moore, knew that she would cause Plaintiff severe emotional distress by having Plaintiff to stand trial before the School Board if Plaintiff wanted to attempt to keep up teaching position with Cherokee County School District.

59. That the Superintendent Dr. Moore knew that she would cause Plaintiff financial harm by filing bogus charges against Plaintiff.

60. That the Cherokee County School District Board of Trustees knew that they would cause Plaintiff severe emotional distress by finding Plaintiff guilty of child abuse, dishonesty, and insubordination.

61. That such actions by Superintendent, Quincie Moore, Cherokee County School District, and one or more of CCSD employees caused irreparable damage to Plaintiff physically, psychologically, emotionally, and financially.

FOR A SIXTH CAUSE OF ACTION

Gross Negligence

62. That the allegations contained in Paragraphs 1-61 above, are realleged and adopted the same as repeated verbatim herein.

63. That the Gross Negligence on the part of Cherokee County School District for not preventing Plaintiff's reputation from being destroyed by Dr. Quincie Moore. Dr. Moore testified before the

school board and asserted/brought malicious charges of assault of a student, child abuse, dishonesty, and insubordination upon Plaintiff for the sole purpose of retaliation against Plaintiff for her Whistle Blowing activities against Cherokee County School District and her animosity toward Plaintiff because of Plaintiff's reinstatement to the District.

64. That the Cherokee County School District is grossly negligent in supervising Dr. Quincie Moore as Superintendent.

65. That the Cherokee County School District owed a duty to the Plaintiff wherein their employees should not harass, lie on, and fabricate allegations against the Plaintiff.

66. That the harassment, lying, and fabrication of allegations by one or more of Cherokee County School District employees were the legal cause of Plaintiff's loss of her job, loss of wages and benefits, her reputation, and her physical and emotional injury.

67. That the Cherokee County School District is grossly negligent for the termination of Plaintiff's teaching contract with Cherokee County School District by the School Board.

FOR A SEVENTH CAUSE OF ACTION

Invasion of Privacy

68. That the allegations contained in Paragraphs 1-71 above, are realleged and adopted the same as repeated verbatim herein.

69. That the Superintendent, Dr. Quincie Moore's, and Dr. Carl Carpenter's publication of defamatory statements to third parties invaded Plaintiff's Privacy.

70. That one or more of Cherokee County School District Employees disclosed the defamatory reasons for Plaintiff's termination to prospective employers.

71. As a result of this invasion of privacy, Plaintiff has lost her employability as a teacher and sustained losses in the form of back wages and front wages, loss of reputation, pain, suffering, and humiliation.

FOR A EIGHTH CAUSE OF ACTION

Interference with Contract

72. That the allegations contained in Paragraphs 1-75 above, are realleged and adopted the same as repeated verbatim herein.

73. That the Superintendent, Quincie Moore, interfered with Plaintiff's contract by knowingly filing false charges against Plaintiff in retaliation for Plaintiff's Whistle Blowing activities against the District and because of her personal animosity toward the reinstatement of Plaintiff by the local court.

74. That upon information and belief that one or more of Cherokee County School District employees communicated defamatory statements about Plaintiff to prospective employers which injured Plaintiff's reputation and employability as a teacher.

75. That one or more of Cherokee County School District employees gave prospective employers of Plaintiff knowingly false or deliberately misleading information concerning Plaintiff's separation from Cherokee County School District.

76. That one or more of Defendant District's employees interfered with Plaintiff's contract.

77. That the Cherokee County School District blacklisted Plaintiff.

78. As a direct and proximate result of Defendant's conduct, its employees' conduct, and Dr. Moore's conduct, Plaintiff has suffered losses and has been deprived of compensation to which she is entitled.

FOR A NINTH CAUSE OF ACTION

The South Carolina Payment of Wages Act

(S.C. Code § 41-10-10 et seq.)

79. That the allegations contained in Paragraphs 1-82 above, are realleged and adopted the same as repeated verbatim herein.

80. That the Plaintiff accrued many sick leave days during her employment with Cherokee County School District that she was never paid in full for after her termination.

81. That at all relevant times, Defendant district employed Plaintiff within the meaning of the South Carolina Payment of Wages Act. S.C. Code Ann. § 41-10-10- to 110.

82. That the Plaintiff worked for the Defendant with the clear understanding and agreement by Defendant that her compensation would be consistent with all applicable laws, including federal and state wages and hour laws.

83. That the South Carolina Payment of Wages Act states: "wages" means 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 Ann. § 41-10-10.

84. That the sick leave monies owed to Plaintiff for the work she performed for Defendants are "wages."

85. Pursuant to the South Carolina Payment of Wages Act, "an employer shall not withhold or divert any portion of the employee's wages unless the employer is required or permitted to do so by state or federal law." S. C. Code Ann. § 41-10-40 (C).

86. As a result of Defendant's unlawful policies and practices as set forth above, Plaintiff has been deprived of compensation due and owing which Defendant promised to pay in its commitment to abide by applicable wage laws and in violation of the South Carolina Payment of Wages Act mandate that no wages be withheld or diverted unless required or permitted under applicable law.

87. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered losses and has been deprived of compensation to which she is entitled, including monetary damages in the amount of three (3) times the unpaid wages as well as costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff prays for the following relief:

- (1.) A trial by jury;
- (2.) The Plaintiff be awarded damages, compensatory, presumed, attorney's fees and any other damages that Plaintiff may be entitled to under the law.
- (3.) Reinstatement of Plaintiff to her teaching position with Cherokee County School District. In the alternative, front pay to Plaintiff.
- (4.) Judgment against the Defendants for actual damages, including back pay, lost employment benefits, and contributions to the South Carolina Retirement System.
- (5.) That the Court award Plaintiff her costs and expenses, including attorney's fees incurred in this matter and grant whatever additional relief the Court deems appropriate.

Respectfully submitted,

s/Fletcher N. Smith, Jr.

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CERTIFICATE OF SERVICE

This is to certify that I, Fletcher N. Smith, Jr., have on this 11th day of January served a copy of the foregoing Amended Summons and Complaint upon the below name Attorney(s) of record by ECF/PACER, and that copy has been electronically and served via ECF/PACER.

Andrea E. White, Esq.
White & Story
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Email Address: awhite@sodacitylaw.com
Attorney For: Cherokee County School District

s/Fletcher N. Smith, Jr.

FLETCHER N. SMITH, JR.
Attorney for the Plaintiff

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1 kindergarten lunch, that's when you go to lunch early. So
2 we're going to go ahead and break for lunch for y'all's
3 purpose, but don't worry, we'll be working hard. So be back
4 in your jury room at 1:30. All right? Don't discuss the
5 case. Don't do any type of research about the case. Don't
6 pay any attention to any media coverage, social media,
7 traditional media, and if anybody contacts you other than
8 somebody from the clerk's office please let the bailiffs
9 know when you get back. Otherwise y'all have a good lunch
10 and we'll see you back at 1:30.

11 (The jury left the courtroom.)

12 THE COURT: All right. Anything from the plaintiff?

13 MR. SMITH: Yeah, we moved for a directed verdict on
14 the evidence. We believe looking at the evidence in the
15 light most favorable to the defendant we have demonstrated
16 that the defendant's investigation was incomplete,
17 incompetent, and negligent in that it failed to actually
18 take account of all of the facts and circumstances in a
19 situation in terms of firing a teacher that had been with
20 them for 16 years. The testimony of Ms. Brown indicated
21 that she did not touch the child, she did not assault the
22 child, and during her testimony without objection I think if
23 I'm correct she did say the child said he -- she was -- Ms.
24 Brown didn't touch him. And I think looking at the
25 inferences from Dr. Carpenter the -- there was no bruising,

1 none of that stuff. The child never confirmed anything
2 about Ms. Brown being the person that assaulted him. And
3 then there's evidence in the record that there was another
4 employee who took out a child in Justin Kelly's classroom
5 named Tracie Wilson who was closer in time and point with
6 that child who was being disruptive in the classroom, she
7 took him out in the hall. So we believe that we've
8 established sufficient evidence to prove breach of contract,
9 breach the contract with fraudulent act, the fraudulent act
10 being that she was falsely accused by two teachers of
11 assaulting a child or holding the child by the neck. They
12 never went to law enforcement, they never reported DSS, and
13 never did any of those things which would -- to a person who
14 actually committed what in my opinion would be a crime.

15 THE COURT: All right. Well, obviously they get to put
16 up a defense so I'm going to deny your motion. All right.

17 MS. WHITE: May it please the Court?

18 THE COURT: Anything else from the plaintiff?

19 MR. SMITH: The only other thing, Your Honor, is the --
20 he said there was a possible crime, Mr. Carpenter did.

21 THE COURT: I mean any other motions.

22 MR. SMITH: Oh, no.

23 THE COURT: All right. Yes?

24 MS. WHITE: May it please the Court, Your Honor? First
25 of all with regard to plaintiff's two breach of contract

1 your jury room at 10:00 and be ready to go at that point,
2 we'll come back and finish the case. Again, my four rules,
3 do not discuss the case among yourselves or among family
4 members, friends. Do not do any type of research. Again, I
5 cannot stress that enough, that is so important, that you
6 rely only on what you have heard in this courtroom. That
7 you not pay any attention to any media coverage, social
8 media or traditional media. And finally, if anybody
9 contacts other than somebody from the clerk's office then
10 please let the bailiff's know. Otherwise y'all have a good
11 evening and we'll see you in the morning.

12 (The jury left the courtroom.)

13 THE COURT: All right. Any motions?

14 MR. SMITH: We move for a directed verdict based on the
15 same arguments we had earlier.

16 THE COURT: All right. And also I meant to -- let me
17 go through and take this opportunity, I meant to indicate on
18 the -- and this is just for your purposes, too, I had
19 granted the defendant's motion for directed verdict on the
20 gross negligence. And in analyzing the torts claim, you
21 know, I forgot to also let -- part of it's what I indicated
22 even before we took the break that I felt like the
23 allegations that were set forth in the complaint had not
24 been touched on in the plaintiff's case, and that was part
25 of the, you know -- I forgot about that part. But anyway I

1 just wanted to remind you about that. All right. Any
2 motions from the defendant?

3 MS. WHITE: We renew our motion for a directed verdict
4 on the some grounds, that there's no evidence -- there's no
5 evidence of fraud at all. He didn't even ask any of our
6 witnesses anything about fraud or prove any sort of fraud,
7 so certainly we think that that cause of action should be
8 dismissed. And then again as far as just the breach of the
9 contract itself, there's no evidence that there was a breach
10 of the contract.

11 THE COURT: All right. And I think, again, based on my
12 eye analysis previously I'm going to allow those two matters
13 to go to the jury. Can y'all be here at 9:00 and we can go
14 over the charge --

15 MR. SMITH: Yes, sir.

16 THE COURT: -- and the verdict form, and then be ready
17 to argue at 10:00? I think y'all can probably -- y'all know
18 about where I'm headed for most of it. We've got just two
19 causes of action, breach of contract and breach of contract
20 with fraudulent intent, but we'll go over everything at 9:00
21 in the morning and put anything on the record that y'all
22 need to.

23 (Court recessed for the day and resumed at
24 10:30 a.m., on Wednesday, October 26th, 2022.)

25 THE COURT: All right. In chambers we had a charge

1 I, the undersigned, Michael C. Watkins,
2 Official Court Reporter for the Sixth Judicial
3 Circuit of the State of South Carolina, do hereby
4 certify that the foregoing is a true, accurate and
5 complete transcript of the proceedings had and
6 evidence introduced in the trial of the captioned
7 case relative to appeal in the Court of Common Pleas
8 for Cherokee County, South Carolina, on the
9 24th-26th days of October, 2022.

10 I further certify that I am not of counsel, nor
11 interest to any party hereto.

12

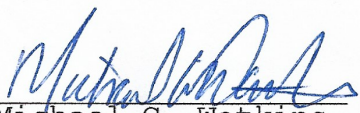
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April 22, 2023

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Michael C. Watkins

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Court Reporter

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STATE OF SOUTH CAROLINA) BEFORE THE BOARD OF TRUSTEES
COUNTY OF CHEROKEE) OF CHEROKEE COUNTY SCHOOL
DISTRICT

Dr. Quincie Moore,)
Complainant,)
vs.)
Sharon Brown,)
Respondent.)

 **COPY**

**TRANSCRIPT OF THE
TEACHER DISMISSAL HEARING**

Wednesday, October 7, 2015
6:35 p.m. - 10:45 p.m.

Held at the Cherokee County School District Office
141 Twin Lake Road, Gaffney, South Carolina 29341

Board Members Present:
Cheryl Smith, Board Chairman
Barry Bailey
Billy Blackwell
Elaine Fowler
Robin Harper
Tracy Moore
Mark Nix

Attorney for the Board:
Kenneth E. Darr, Jr., Esquire

Andrea E. White, Esquire representing the Complainant
Fletcher N. Smith, Jr., Esquire, representing the
Respondent

URSO COURT REPORTING
7001 St. Andrews Road, Box 407, Columbia, SC 29212
(803) 960-2604

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19 **MS. BETH OWENS**, being duly sworn, testifies as follows:

20 **MS. OWENS - EXAMINATION BY MS. WHITE:**

21 Q: Ms. Owens, if you could state your name for the
22 record, please.

23 A: Beth Owens.

24 Q: And are you employed by the Cherokee County School
25 District?

1 A: Yes.

2 Q: At which school?

3 A: At Luther Vaughan.

4 Q: How long have you been at Luther Vaughan.

5 A: I've taught 13 years. This is my 14th.

6 Q: All at Luther Vaughan?

7 A: Uh-huh.

8 Q: And what grade do you teach?

9 A: Second grade.

10 Q: Do you know Sharon Brown?

11 A: Yes, ma'am.

12 Q: And so I guess you have worked with her for the

13 three years that she was there?

14 A: Uh-huh.

15 Q: And what had your interactions generally been with

16 her prior to May the 28th?

17 A: Just your typical planning meetings, discussing what

18 we were, you know, working on in class. You know,

19 things like that, typical grade-level meetings.

20 Q: Okay. Now on May the 28th, the afternoon of May

21 28th, as I understand it, you went to Ms. Ruppe to

22 report something that you had observed a little

23 earlier that afternoon, is that correct?

24 A: Yes, ma'am.

25 Q: And what did you let's back up for a minute.

1 What did you report to Ms. Ruppe that afternoon?

2 A: I told her that I was on my way down the hall taking
3 my class to, to the gym to PE, it was about 1:15. I
4 went out to my car to retrieve something, and as I
5 was coming back up the hallway going towards my
6 classroom, I observed Ms. Brown and a student in the
7 hallway, and he was standing with his back up
8 against the wall, and she was bent forward, you
9 know, just kind of eye level where she could see
10 face to face, and he turned to look in my direction
11 as I was coming up the hall, and she just put her
12 finger, fingers up to his chin and turned his face
13 back so that he was looking back in her direction.

14 Q: Okay. Now backing up for a second, before you
15 observed this, you had dropped your children off at
16 PE?

17 A: PE, uh-huh.

18 Q: And that would be 1:15?

19 A: Yes.

20 Q: So after you dropped them off at PE, you went out to
21 your car?

22 A: I had to go get something out of the car in the
23 parking lot, right.

24 Q: All right. And so when you retrieved something from
25 your car, I believe your husband met you in the

1 office?

2 A: He had to get something from me, yes.

3 Q: Okay. And so then you were walking down the hall
4 where the art room, and we'll show this in a minute,
5 but where the art room would have been on your, on
6 your right.

7 A: Yes.

8 Q: Now about what time would this have been?

9 A: Twenty after 1:00.

10 Q: Okay. So had classes had already started as
11 far as PE and art and so forth?

12 A: Yes.

13 Q: Okay. So let's see if we can show this here. Let
14 me run this forward here. Okay. What is the fancy
15 stuff there at the end of the hall?

16 A: It's just some kind of barrier that you walk around
17 to go into the lunchroom.

18 Q: Okay. So as you were, were coming down, were you
19 walking like towards the camera here?

20 A: Yes. Uh-huh.

21 Q: And where did you well, we've got a corner
22 right here. Is this well, let me ask you this.
23 Is this the art room right here?

24 A: Yes.

25 Q: If you could show step up and show where you

1 saw Ms. Brown with the student we're going to call
2 Student J?

3 A: Okay. Right here. Right beside the water fountain.

4 Q: So what is this opening right there?

5 A: This is the entrance to the little theater.

6 Q: All right. So when you saw Ms. Brown with Student
7 J, it was not here at where the fire extinguisher
8 and the plug is?

9 A: No. It was on the other side of the little theater.

10 Q: Okay. So close, close to this water fountain?

11 A: Yes.

12 Q: Now and you said she was leaning over and speaking
13 to him?

14 A: Uh-huh.

15 Q: Could you hear anything she was saying?

16 A: No.

17 Q: Did you see her make physical contact with him?

18 A: Yes. When he looked in my direction, she reached up
19 and just placed her hand on his face and turned his
20 face back so she was, he was looking back at her.

21 Q: And what lead you to report that to Ms. Ruppe?

22 A: He, the student just kind of had an uneasy look on
23 his face when he looked back towards me. He just
24 kind of had a nervous, uneasy look about him like he
25 was uncomfortable, it was an uncomfortable situation

1 for him.

2 Q: So you went and reported it to Ms. Ruppe that
3 afternoon?

4 A: Uh-huh.

5 Q: And did she ask you for a statement?

6 A: Yes. She just told me that I would need to write up
7 a statement about it.

8 Q: Okay. And did you do that?

9 A: I did.

10 Q: Okay. You can sit back down.

11 A: Okay.

12 Q: Is the, is the statement that you provided to, to
13 her in that packet of information? I think it may
14 be the second one in.

15 A: Okay. Yes.

16 Q: And the statement is dated June the 1st?

17 A: Yes.

18 Q: Why was it that you didn't provide the statement on
19 the 29th or, or even on the 28th?

20 A: We were that afternoon we were getting ready
21 for a big literacy day, field day, for that
22 following day, that Friday, and it just slipped up,
23 and I didn't get a chance to do it just in
24 preparation for that, so I wrote it on Monday the
25 1st.

1 Q: When you went to Ms. Ruppe the afternoon of the 28th,
2 had you had any conversation at all with Justin
3 Kelly?

4 A: No.

5 Q: Did you talk to Justin Kelly at all on May the 29th?

6 A: No, not about this.

7 Q: About this.

8 A: No, we haven't.

9 Q: And how about on June the 1st?

10 A: No.

11 Q: Have you had any conversations with Justin Kelly
12 about the situation with Ms. Brown?

13 A: No.

14 **MS. WHITE:** Those are all the questions I have
15 for Ms. Owens.

16 **MR. SMITH:** No questions for this witness.

17 **MS. WHITE:** Any questions from the Board? If
18 not, I'd ask, unless you have an objection, she
19 leave or stay, whichever you I know you've got
20 small children at home.

21 A: Yes.

22 Q: So you're excused from and you are here
23 pursuant to a subpoena, is that correct?

24 A: Yes, ma'am.

25 Q: And so you're released from that subpoena.

CERTIFICATE

This is to certify that the foregoing transcript of Cherokee County School Board hearing, consisting of one hundred sixty-six (166) pages, is a true and correct transcript of the testimony given at said hearing; said hearing was reported by the method of voice writer with backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 31st day of October, 2015.



Judy R. Urso
Certified Court Reporter

Notary Public for South Carolina
My Commission Expires: 1-24-21

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Jul 09 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHEROKEE COUNTY
Court of Common Pleas

The Honorable R. Keith Kelly, Circuit Court Judge
The Honorable Perry Gravely, Circuit Court Judge

Trial Court Case No. 2017-CP-11-00735
Appellate Case No. 2022-001582

Sharon Brown,

Appellant,

v.

Cherokee County School District One,

Respondent.

CERTIFICATE OF COUNSEL

This is to certify that Respondent Cherokee County School District One's Supplemental Record on Appeal complies with Rule 240(c), SCACR.



Andrea E. White (SC Bar No. 11891)
J. Alexander Sherard (SC Bar No. 103276)
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*Attorneys for Respondent Cherokee County
School District One*

July 9, 2026
Columbia, South Carolina