

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

OF THE FIFTH JUDICIAL CIRCUIT

James Brown, III,

Case No. 2023-CP-40-04274

Plaintiff,

v.

**ORDER GRANTING
DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT**

Richland County Recreation Commission;
Donzetta Lindsay; Brittany Singleton;
Robert Lapin; Ashley Miller; and Stephen
Venugopal, in their individual capacities,

Defendants.

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SC Court of Appeals

This matter comes before the Court upon motion of the Defendants Richland County Recreation Commission (hereinafter the “Commission” or “RCRC”); Donzetta Lindsay (“Lindsay”); Brittany Singleton (“Singleton”); Robert Lapin (“Lapin”); Ashley Miller (“Miller”); and Stephen Venugopal (“Venugopal”)¹, in their individual capacities, (hereinafter collectively, the “Individual Defendants”) (collectively with RCRC, the “Defendants”) seeking Summary Judgment to dismiss Plaintiff James Brown, III’s (“Plaintiff” or “Brown”) claims for breach of contract and civil conspiracy. A hearing was held on March 18, 2026 before the Honorable Daniel Coble on the Defendants’ Motion pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Present at the hearing for the Defendants were Joseph D. Dickey, Jr. and Dennard J. Small. Also present at the hearing was Phoebe Clark representing the Plaintiff.

¹ Singleton, Miller, and Venugopal no longer serve on the Richland County Recreation Commission.

This case arises out of Plaintiff's prior employment with the Defendant Commission and his subsequent attempts to be reinstated to his former position at the conclusion of his criminal proceedings. Despite the clear three-year statute of limitations and his own contradictory sworn statements, Plaintiff brought this lawsuit alleging that RCRC, as well as the Individual Defendants, breached his employment contract in October 12, 2016 – over eight (8) years ago – by failing to pay him certain benefits upon his separation from RCRC. In addition, Plaintiff asserts that the Individual Defendants combined and conspired to further prevent him from being reinstated and receiving monetary damages out of the alleged breach of his prior employment contract. Having considered the arguments presented, having reviewed the evidence submitted, and viewing it in the light most favorable to the Plaintiff as the non-moving party, this Court finds there are not any genuine issues of material facts to be determined by the trier of fact, and that Summary Judgment is appropriate. Therefore, the Defendants' Motion for Summary Judgment is hereby **GRANTED** and Plaintiff's claims are **DISMISSED** with **PREJUDICE**.

FACTUAL AND PROCEDURAL HISTORY

Plaintiff was employed by RCRC for many years in various capacities. (Compl. ¶ 9.) In 2010, Plaintiff began working as the Executive Director of RCRC. (*Id.*) On October 27, 2015, Plaintiff executed his third employment agreement with RCRC to continue his position as the Executive Director (the "Employment Agreement"). (*Id.* ¶ 10.) The Employment Agreement commenced on November 4, 2015, for a three-year term ending on November 4, 2018. (Compl. ¶¶ 10-11.) Beginning in December 2015, numerous employees accused Plaintiff of sexual harassment and other wrongdoing, which resulted in the Defendant Commission placing Plaintiff on leave. On October 12, 2016, a grand jury indicted Plaintiff on various criminal charges, including two counts of criminal sexual assault and three counts of misconduct in the office.

(Compl. ¶ 14.) Not long after the indictment, Plaintiff submitted his retirement to the Defendant Commission. (Defendants' Motion p.4, ¶1.) On November 4, 2021, a jury acquitted Plaintiff on the sexual assault charges and the Attorney General dismissed all other charges against Plaintiff later that year. (Compl. ¶¶ 20-21.) As a result of the dismissal of criminal charges, Plaintiff brought the instant action on August 16, 2023, eight (8) years after he first was placed on administrative leave. On these grounds, the Defendants seek and this Court grants their Motion for Summary Judgment.

STANDARD OF REVIEW

“The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” *See Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citations omitted). “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 . . . Rather, the nonmoving party must come forward with specific facts showing there is a genuine issue for trial.” *See Ellis v. Davidson*, 595 S.E.2d 817, 822, 358 S.C. 509, 518-19 (S.C. App. 2004). This Court must grant summary judgment if “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.” *See* Rule 56(c), South Carolina Rules of Civil Procedure; *see also Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463-64, 892 S.E.2d 297, 302 (2023). Stated another way, “[s]ummary judgment is proper where plain, palpable, and indisputable facts exist on which reasonable minds cannot differ.” *See Rothrock v. Copeland*, 305 S.C. 402, 405, 409 S.E.2d 366, 368 (1991).

ANALYSIS

Plaintiff attempts to seek recourse against the Defendants for an alleged breach of contract and civil conspiracy that allegedly occurred approximately eight (8) years ago. Without providing further analysis into the reasons that prevent the Plaintiff from any relief, the Court relies on well settled South Carolina law that the summary judgment standard does not and cannot overcome clear legal barriers such as statutes of limitations and failures to present specific evidentiary support for conclusory allegations. The record, even viewed in Plaintiff's favor, confirms there is no triable issue, and the Defendants are entitled to judgment as a matter of law.

Actions for breach of contract must be initiated within three years of the date the cause of action arises. S.C. Code Ann. § 15–3–530(1). South Carolina applies the discovery rule to determine when a claim for breach of contract may “arise.” *See Martin v. Companion Healthcare Corp.*, 357 S.C. 570, 593 S.E.2d 624, 627 (Ct. App. 2004). Under this discovery rule, “the three-year clock starts ticking on the date the injured party either knows or should have known by the exercise of reasonable diligence that a cause of action arises from the wrongful conduct.” *Id.* Here, Plaintiff brought this breach of contract claim almost eight years after his alleged termination. Plaintiff, however, alleges various “breaches” in an attempt to circumvent the clear three-year statute of limitations. These allegations fail and summary judgment must be granted in favor of the Defendants.

Likewise, the general three-year statute of limitations also applies to a civil conspiracy claim. *See* S.C. Code Ann. § 15–3–530(5); *see also Dorman v. Campbell*, 331 S.C. 179, 184, 500 S.E.2d 786, 788 (Ct. App. 1998). Further, Plaintiff has done nothing to respond to the competent legal authority presented and argued in Defendants' Motion for Summary Judgment that supports the statute of limitations expiring. Consequently, the Court may consider any arguments against

any of the cases cited by the Defendants as a bar to Plaintiff's claim as abandoned. *See Scott v. City of Camden, S.C.*, 2017 WL 5500873, at *3 (D.S.C. Nov. 16, 2017) ("As Defendants have advanced arguments as to why these claims should be dismissed, and Plaintiff failed to refute these arguments or put forward any evidence in support of her claims, they are abandoned."); *Talley v. City of Charlotte*, No. 3:14-CV-00683, 2016 WL 8679235, at *10 (W.D.N.C. July 22, 2016) (citing *Mentch v. Eastern Savings Bank, FSB*, 949 F. Supp. 1236, 1247(D. Md. 1997)) ("[Plaintiff] abandoned her harassment claim by failing to address that claim in her opposition to [defendant's] motion for summary judgment, or to offer clarification in response to [defendant's] reply brief."); *See Jones v. Family Health Center, Inc.*, 323 F.Supp.2d 681, 690 (D.S.C. 2003) (holding claim abandoned when it was not addressed in opposition to summary judgment).

CONCLUSION

THEREFORE, for all of the foregoing reasons, this Court **GRANTS** Defendants' Motion for Summary Judgment as to all of Plaintiff's claims and all claims asserted by Plaintiff against Defendants in this action are hereby **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.

Honorable Daniel Coble
Presiding Judge for the Fifth Judicial Circuit

April ____, 2026
Columbia, South Carolina



Richland Common Pleas

Case Caption: James Brown III vs Richland County Recreation Commission

Case Number: 2023CP4004274

Type: Order/Summary Judgment

So Ordered

s/ Daniel Coble, 2774