

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Mark D. Ostendorff

Plaintiff

v.

School District of Pickens County

Board of Trustees, School District of

Pickens County

Alex Saitta

Judy Edwards

Jimmy Gillespie

Herbert Cooper

Jim Shelton

Ben Trotter

Kelly Pew

Henry Hunt

Robert Folkman

Defendants

CLERK OF COURT IN THE COURT OF COMMON PLEAS  
PICKENS COUNTY  
SOUTH CAROLINA

2014 FEB 28 P 1:32

JUDICIAL CIRCUIT

CASE NO.

2014-CP-39-259

SUMMONS

**RECEIVED**

OCT 27 2014

**SC Court of Appeals**

Judy Edwards  
104 Tanglewood Drive  
Easley, SC 29642

*Rec'd on 2-28-14  
Jackie S. Walsh  
PCSO/Records*

\_\_\_\_\_, you are to appear and defend this action within 30 days after the service of the attached complaint to the Plaintiff and failure to do so judgment by default

*Rec'd \$165.00  
USPS money order  
Jackie S. Walsh*

Will be rendered against you for the relief demanded in the complaint.

The Plaintiff's mailing address is: 135 Cedar Creek Circle

Central , SC 29630

February 28, 2014



Mark D Ostendorff  
Plaintiff, Pro Se  
(864) 640-3340

Defendant and address:

School District of Pickens County  
1348 Griffin Mill Road  
Easley , SC 29640

Board of Trustees, School District of Pickens County  
1348 Griffin Mill Road  
Easley, SC 29640

Alex Saitta  
112 Fairway Drive  
Pickens , SC 29671

Henry Hunt  
105 Inverness Way  
Easley , SC 29642

Judy Edwards  
104 Tanglewood Drive  
Easley , SC 29642

Robert Folkman  
200 Loch Lomond Drive  
Pickens, SC 29671

Jimmy Gillespie  
413 Chastain Road  
Central, SC 29630

Herbert Cooper  
241 Pendleton Road  
Clemson , SC 29631

Jim Shelton  
1510 Hunt's Bridge Road  
Easley, SC 29640

Ben Trotter  
520 Rotterdam Road  
Easley , SC 29640

Kelly Pew  
1348 Griffin Mill Road  
Easley, SC 29640

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Co-Defendants

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

2014 FEB 28 P 1:31

JUDICIAL CIRCUIT

Case No.

2014-CP- 39-259

COMPLAINT

WRONGFUL DISCHARGE

JURY TRIAL DEMANDED

**RECEIVED**

OCT 27 2014

**SC Court of Appeals**

Comes now, Ostendorff, Plaintiff, to this Court, jury trial demanded, seeking recovery of monetary damages from injury caused to him by the above Co-Defendants. Ostendorff seeks damages for lost income from lost employment and lost retirement that he would be entitled to had he not been wrongfully discharged. Ostendorff was employed as a Project Manager in the Building Program for the School District of Pickens County.

Ostendorff also seeks monetary damages from the Co-Defendants in his loss of ten (10) weeks of SC Unemployment Insurance compensation. This damage to Ostendorff was caused by Robert Folkman

knowingly providing false testimony under sworn oath at an appeal hearing in front of an Investigative Officer of the State of South Carolina from the Department of Employment and Workforce (SCDEW).

Ostendorff seeks monetary damages of the following dollar amounts:

Lost wages of \$ 132,481.00

Lost retirement of \$ 134,400.00 , less Ostendorff's contribution amount of 7.5% or \$ 12,250.00 equaling \$ 122,150.00

Lost Unemployment Insurance benefits of \$ 3,260.00

Ostendorff also seeks damages for defamation of character.

Ostendorff also seeks punitive damages, actual damages, reasonable attorney's fees, and any compensation that the Court or Trier -of -Fact (Jury) find due to Ostendorff.

Ostendorff seeks actual , compensatory, and punitive damages under tort.

Ostendorff , Plaintiff alleges:

1.

That Ostendorff was a public servant being employed by the School District of Pickens County, South Carolina.

2.

That defendants Saitta, Edwards, Gillespie, Cooper, Shelton, Trotter were Board Members of the Board of Trustees , School District of Pickens County at the time of Ostendorff's discharge.

3.

That defendant Hunt was the Superintendent of the School District of Pickens County at the time of Ostendorff's discharge.

4.

That defendant Pew was the Director or Human Relations for the School District of Pickens County at the time of Ostendorff's discharge.

5.

That Folkman was the Building Program Administrator and Ostendorff's supervisor at the time of Ostendorff's discharge.

6.

That the defendants engaged in fraud , intentional fraud, civil conspiracy, false testimony under sworn oath, subordination of false testimony under sworn oath, negligence, gross negligence, reckless (willful) negligence, retaliatory discharge, unequal treatment, and wrongful discharge of Ostendorff's employment with the School District of Pickens County (SDPC).

7.

That the defendants damaged Ostendorff for reasons of personal gain , political and , or financial gain or prevention of financial loss. Their actions were for their own benefit and not to the public school students of Pickens County.

8.

That Ostendorff was aware of the defendants' misappropriation of School District (SDPC ) funding . The defendants found through a third party that Ostendorff was aware of misappropriation of SDPC funding. The motive of the defendants to wrongfully discharge was to prevent Ostendorff from finding , or being more aware of, additional misappropriation of School District (SDPC) funding. The defendants devised a fraudulent plan to get rid of Ostendorff under the pretense of Ostendorff taking unauthorized time off.

9.

That the defendants engaged in false testimony under oath to hide the true motive of wrongfully discharging Ostendorff. The false testimony under sworn oath was given to an investigative official of the State of South Carolina of the Department of Employment and Workforce. The false testimony under oath materially damaged Ostendorff in being penalized ten weeks of unemployment insurance compensation. Ostendorff is of information and belief that all defendants were involved in the false testimony and subordination of that false testimony under sworn oath. All defendants were given opportunity to explain their involvement in Ostendorff's wrongful discharge but none responded , except Trotter's telephone discussion with Ostendorff after receiving Ostendorff's appeal for reinstatement letter addressed to all Board members

10.

That Ostendorff was wrongfully discharged from his employment with the School District of Pickens County on Tuesday, March 1, 2011. Ostendorff came to employment on June 20, 2008. Ostendorff left employment with The City of Charlotte , North Carolina, where he was an active member of the North Carolina Retirement System. Ostendorff is currently receiving early monetary benefits for his prior participation while being employed with the City of Charlotte.

11.

That Ostendorff was assured that his employment with the School District of Pickens County would be at a minimum of five (5) years , up to seven (7) years. The length of employment from minimum of 5 to 7 years would depend on the completion of the Building Program. Ostendorff accepted the employment offer from the School District of Pickens County with the limiting condition of least 5 years of consecutive employment. The 5 years would meet the minimum requirement to receive a retirement benefit of \$ 400.00 per month for life from the South Carolina Retirement System starting at age 60. Ostendorff was an active member of the SC Retirement System at the time he was wrongfully discharged.

12.

That Ostendorff is owed for 2 years and 4 months at his prior salary of \$ 70,000.00 per year. This amount is lessened by the amounts Ostendorff received from SC Unemployment Insurance and employment he had from the period March 2, 2011, through June 30, 2013. The amount owed Ostendorff may or may not be lessened from money he received in March from unused personal time or vacation. Ostendorff was of the understanding that unused vacation or personal time was a "use it or lose it " policy when leaving employment. The amount may be increased or lessened from any net affect of income taxes due.

13.

That Ostendorff was wrongfully discharged because he had a conversation with a friend of a new school board member about the possible shortfall of the Building Program construction budgets with public funding . Also discussed was the application of Act 388 for funding of school operations and not

to be used for new construction. That discussion was on either Tuesday, February 22, 2011, or Tuesday, February 15, 2011.

14.

That through the conversation with his friend , the new school board member knew that Ostendorff was aware that the Building Program salaries were being paid from the School District Operations fund. ACT 388 is for the Operations of the School District and is funded through SC sales tax . The Building Program is funded by bond and is repaid through Pickens County property tax receipts. They are to be separate .

15.

That Ostendorff was discharged to try to silence him and not enable him to discover any other misappropriation of ACT 388 money .

16.

That the School Board knew that were South Carolina Statutes that provide severe penalties for School Board Members and Superintendents who misappropriate school funding.

17.

That on Tuesday, March 1, 2011, around 7:30 AM, Ostendorff received an e-mail from Robert Folkman , Building Program Administrator, instructing him to see him in his office. Folkman then discharged Ostendorff. Folkman told Ostendorff that " I'm (Folkman ) having to spend too much of my time on RC Edwards and McKissik and going to have to let you go." This made absolutely no sense since Ostendorff had numerous other projects in work that that would require even more of his time .

18.

That on Tuesday, March 1, 2011, in the AM, Ostendorff went to see Kelly Pew, Director of Human Relations , at the School Districts main office to find the real reason why Ostendorff had been discharged. While waiting to see Pew, the School District's Benefit Specialist informed Ostendorff that

she had received word that Ostendorff was no longer employed with SDPC ,but she received that word on Monday ,February 28, 2011, a day before Folkman discharged Ostendorff.

19.

That on Tuesday , March 1, 2011, in the AM, Ostendorff then met with Kelly Pew, then the Director of Human Relations, to ask why Ostendorff had been discharged. Ostendorff was told that that Folkman told her that Ostendorff had been discharged because of "failure to complete assignments, failure to maintain regular work hours, and taking unapproved time off". Ostendorff replied that " well, that's the first I've ever heard of it". Pew quickly walked up to Ostendorff, shook his hand and said "good luck in future employment", and escorted Ostendorff out of her office. Pew made no effort to support what Folkman had told her.

20.

That on Tuesday, March 1, 2011, during the short discussion between Pew and Ostendorff, Pew never mentioned any appeal process within in SDPC policies regarding discharge. Folkman neither mentioned any appeal policies within SDPC. All defendants conspired in a plan not to notify Ostendorff of any appeal process because they knew that if Ostendorff did not make an appeal under SDPC policy within in a prescribed timeframe , Ostendorff would lose all rights to bring about any legal action to recover damages.

21.

That on Tuesday, March 1, 2011, Ostendorff returned to his SDPC office to gather his construction reference books, he found his office ransacked. Ostendorff's computer was gone in which a mess was made of his desk in removing cables, etc. It also appeared that someone had been rifling through Ostendorff's files. It was obvious that someone was in a hurry to find what Ostendorff knew.

22.

That on Tuesday, March 1, 2011, Ostendorff requested the balance of the day off. Ostendorff filled out his request for time form which was signed by Tim Newman. Folkman was not in the office to sign the form.

23.

That on the evening of Tuesday March 1, 2011, Ostendorff called the Senior Project Manager regarding about Folkman discharging Ostendorff. The Senior Project Manager told Ostendorff that "you shouldn't have bad mouthed him". Ostendorff replied that "I've never badmouthed him ". The Senior Project Manager said "during the Monday morning meeting he (Folkman) asked us (SDPC Building Program employees) if we heard anything about Mark (Ostendorff) badmouthing the Building Program to anyone on Chastain Road". Ostendorff told the Senior Project Manager to " make sure you write that down with today's date." Ostendorff was out sick Monday, February 28, 2011, due to allergies.

24.

That the conversation with the friend of the SDPC Board member on February 22 or 15, 2011, revealed that Ostendorff was aware of probable misappropriation was the real cause of Ostendorff's discharge. The conversation came about during road work along Chastain Road in front of the son of the friend of the Board member. Ostendorff had been negotiating with the friend for several months regarding the slope of the road work and the resulting affect on his son's property.

25.

That during the conversation with the friend of the Board member, the friend told Ostendorff that he had a friend that was one of the new School Board Members and he ( the new member) said "the construction (program) money was a mess". Ostendorff then said to the affect " that could be true as I heard that the Financial Director told Alex Saitta during a School Board meeting that the Construction Program salaries were coming out of the general fund". Ostendorff also said to the affect "I don't think that's allowed under the new state funding guidelines separating new construction based on property taxes and the general fund which is funded out of Columbia from state sales taxes". Ostendorff also said to the affect "if the construction budget was short then they (School Board) will have to put Folkman in charge of Operations so he can siphon money over to the Building Program to complete anything not covered in the bond money." Ostendorff said to the affect that " Folkman was trying to get rid of everyone (Building Program) so no one would be watching him and he could get his 5 years in to get retirement money".

26.

That shortly after being discharged , Ostendorff applied for Unemployment Insurance through South Carolina Department of employment and Workforce (SCDEW). SCDEW notified Ostendorff that was denied benefits because SDPC discharge him for cause. Ostendorff promptly contacted SCDEW and was given allegations made by SDPC. The allegations were given to Ostendorff via telephone as SCDEW will not provide allow a written copy to be sent to the clamiant (Ostendorff). Ostendorff responded to the allegations to SCDCEW. SCDEW determined that Ostendorff was not eligible for benefits.

27.

That on March 11,2011, Ostendorff sent a letter addressed to Alex Saitta , SDPC Board Chairman, appealing his discharge. A copy was also sent to each SDPC Board member. The letter also made a claim for monetary damages. Ostendorff sent the letter as he found no appeal policy from SDPC, but found on the SDPC website that employees being laid off for budget reasons could appeal to the SDPC Board.

28.

That shortly after sending the letter , Trotter called Ostendorff in which he was not aware that Ostendorff was discharged. He said that Judy Edwards called him to ask if he knew anything about Ostendorff's discharge.

29.

That shortly after sending the letter to Saitta , Ostendorff received a voice mail from Saitta informing Ostendorff that Henry Hunt, then SDPC Superintendent, would contact me on the SDPC policy to any appeal.

30.

That Ostendorff later received a voice mail for me to have a conference with Hunt for March 17,2011. Ostendorff had a discussion with Hunt on that date in Hunt's office. Hunt did not appear of knowledge of my discharge prior to my letter to Saitta of March 11,2011. In that discussion with Hunt, Ostendorff explained his position of his wrongful discharge. In that discussion, Ostendorff assured that it was the conversation with the friend with the new school board member was the reason for Ostendorff's discharge, not the reasons Kelly Pew provided Ostendorff on March 1, 2011. Ostendorff also stated he was due monetary compensation for the additional 2 years and 4 months as for

Ostendorff's assurance of 5 years , up to 7 years, of employment and also the retirement money he would receive after the 5 years of employment. Hunt informed Ostendorff that Hunt would investigate the matter.

31.

That on the March 17, 2011, meeting with Hunt, Ostendorff was given Kelly Pew's letter dated March 16, 2011, addressed to Ostendorff.

32.

That on April 5, 2011, Ostendorff sent a letter to Pew regarding her letter of March 16, 2011. Ostendorff in his letter stated that Bob Folkman did not talk to Ostendorff on Monday , February 28, 2011, as Ostendorff was out sick on Monday , February 28, 2011, which was consistent with what Ostendorff informed Pew on the March 1, 2011, discussion that Ostendorff had with Pew. Ostendorff further reiterated Ostendorff's the very short conversation with Folkman on March 1, 2011, which was consistent with Ostendorff's assertion that Folkman discharged Ostendorff because "he was having to spend too much of his time on RC Edwards and McKissik."

33.

That on March 23, 2011, Hunt sent a letter to Ostendorff of Hunt's investigation and findings.

Item 1- Retribution- Hunt stated that " I talked to the board member and he does not recall any comments that would cause Mr. Folkman to retaliate against you." Ostendorff has never talked to or ever met the board member whom was the friend of the father of the property owner on Chastain Road.

Hunt also stated " Also , Mr. Folkman stated that no board member had talked with him about you."

Items 2 and 3- Regarded my assertion of politics and ulterior motives.

Item 4 – Malicious Intent- Hunt stated " You feel that Mr. Folkman planned to deny you insurance coverage for a month by terminating you on February 28. Your termination date was set as March 1 and your coverage continues to March 31. Mr. Folkman does not handled insurance issues and was unaware of the length of time insurance coverage continues after termination."

The March 1, 2011 date for termination was only set for Ostendorff's insurance because of the March 1, 2011 conversation with the Benefit Specialist that Ostendorff's insurance had stopped as of February 28, 2011. Ostendorff then told Pew and Pew then called the Benefit Specialist to correct the

insurance to run through March 2011, as Ostendorff had not actually been terminated by Folkman until the morning of March 1, 2011, and not February 28, 2011.

Ostendorff was not paid for his day of employment of March 1, 2011.

Ostendorff received health insurance through March 2011.

Hunt's investigation was not credible. Hunt was willfully negligent in his investigation and also in his decision not to reinstate Ostendorff or compensate him for at least the remaining 2 years and 4 months along with retirement benefits.

34.

That on April 5, 2011, Ostendorff sent a letter to Hunt appealing his decision from his letter dated March 23, 2011, as required by the SDPC Grievances Policy. That policy was attached to Hunt's letter of March 23, 2011. A copy of Ostendorff's letter was sent to all board members with attachments.

The letter had attachments of Hunt's letter, Pew's letter, Ostendorff's response to Pew, and Ostendorff's response to SCDEW.

Ostendorff pointed out numerous inconsistencies with Ostendorff's discharge and Folkman's comments to Hunt.

The main point being- how did Folkman know if Ostendorff took Friday, February 25, 2011, off or not? The only thing Folkman knew was that he found a request for time off by Ostendorff in his in-basket on Monday, February 28, 2011.

The board members knew that Ostendorff was applying for unemployment insurance benefits.

Ostendorff made a monetary claim in that letter.

35.

That on Monday, February 28, 2011, Folkman terminated Ostendorff for the only reason being that he found a piece of paper that requested time off. The day requested off was Friday, February 25, 2011.

Folkman would not have been of knowledge if Ostendorff was at work or not on Friday, February 25, 2011, because Folkman was not at work on Friday 25, 2011.

Ostendorff was out sick on Monday, February 28, 2011. Folkman could not of asked Ostendorff if Ostendorff took off Friday, February 25, 2011, because Ostendorff was unavailable to answer Folkman on Monday , February 28, 2011.

In an earlier instance, Ostendorff requested, through the same method of requesting time off on the Thursday before a Friday, the following Friday off and the request was approved by Folkman. Ostendorff later decided that he needed to come in to work to monitor a subcontractor that was filling an underground storage tank at RC Edwards. Ostendorff drove his own vehicle to RC Edwards. While at RC Edwards , Folkman asked Ostendorff to locate a Consulting Inspector who was late for the pre-construction meeting being held at RC Edwards. Folkman knew that Ostendorff sometimes used his own vehicle and not always his assigned SDPC vehicle. Thus, weather or not Ostendorffs personal vehicle is at his office is no indication if Ostendorff is at work. Ostendorff never retracted his approved Friday off although he worked the entire day that approved for time off.

SDPC does not terminate employment for employees placing requests for time off in their supervisor's in-basket. That is what the employee is asked to do.

It was a fraudulent plan of Folkman and the other defendants that fell apart . The plan was devised the defendants who didn't "cover their tracks".

36.

That a letter dated April 6, 2011, from Hunt to Ostendorff informed Ostendorff that Hunt would present Ostendorff's letter requesting an appeal to the Board of Trustees.

37.

That a letter dated April 13,2011, from Hunt to Ostendorff stating that the Board of Trustees voted in public session to deny Ostendorff's request for a hearing.

38.

That in March 2011, Ostendorff applied for unemployment insurance benefits from South Carolina Department of Employment and Workforce (SCDEW).

39.

That in March 2011, Ostendorff was contacted by SCDEW regarding allegations by SDPC regarding Ostendorff's discharge. The allegations were read to Ostendorff by SCDEW over the

telephone as SCDEW will not provide a written copy to a claimant. Ostendorff was told by SCDEW that the initials on the allegations were RB/RM.

40.

That Ostendorff responded in writing to SCDEW regarding the SDPC allegations in a letter dated March 27, 2011. The allegations were more of a post-termination performance evaluation in which the employee would have no notification of. Ostendorff responded to all allegations in which most ended with that SDPC would need to be specific and not just general statements.

41.

That the letter Ostendorff sent to Hunt on April 5, 2011, had attached a copy of Ostendorff's letter responding to SCDEW of SDPC's allegations. All Board Members were sent a copy of the letters.

42.

That Ostendorff received letter from SCDEW informing him that he was to be penalized fourteen weeks (14) of unemployment insurance benefits. Ostendorff sent an appeal request to SCDEW on April 7, 2011.

43.

That Ostendorff received a notice from SCDEW dated April 20, 2011, notifying Ostendorff of a SCDEW hearing to consider my appeal of the 14 week penalty. The hearing would be May 4, 2011.

44.

That during the May 4, 2011, SCDEW appeal hearing, Folkman gave false testimony under sworn oath.

The SCDEW hearing officer asked Folkman of what he (Folkman) said at the time when Folkman discharged Ostendorff.

Folkman replied to the affect that "I told him he took time off without authorization. At this point of the Building Program we cannot have employees taking time off."

Folkman produced Ostendorff's request for time off for Friday, February 25, 2011. On that form submitted at the hearing Ostendorff saw comments written request was denied and dated 2/28/2011.

Ostendorff asked Folkman in cross examination to the affect " if you weren't at work on Friday, how would you know if I was at work or not?"

Folkman presented no evidence, no witnesses but just replied " I asked somebody".

Folkman would not say who he asked simply because he didn't ask anyone. Even if he did ask someone, that someone's response would only be hearsay. Folkman was not prepared to come with an answer in advance of Ostendorff's question.

Folkman gave false testimony in the hearing that he discussed the time off request with Ostendorff but Ostendorff was already terminated the day before. That false testimony caused Ostendorff to be penalized 10 weeks of benefits of \$ 326.00 per week.

45.

That upon leaving the hearing room on May 4, 2011, Ostendorff found Folkman waiting on him. Ostendorff, though very surprised at Folkman's waiting, comforted Folkman of his false testimony. Folkman laughed and said "our conversation ( discharge on March 1, 2011) wasn't recorded and it would be just your word against mine". Folkman followed Ostendorff to his car when he volunteered "Kelly Pew sent me here."

46.

That Folkman terminated Ostendorff on Monday, February 28, 2011, and the weight of the evidence presented to the triers-of-fact will show that to be factual. The weight of the evidence will show that Ostendorff was not a work on Monday, February 28,2011.

47.

That Folkman and the defendants devised a fraudulent plan to lure Ostendorff into the usual and accepted method of requesting time off then terminating him for taking unauthorized time off. The plan was flawed as it did not take into consideration that Ostendorff would be sick from work on the following Monday. Keeping to the devised plan, Folkman terminated Ostendorff on Monday, although he was not there.

Folkman told the Building Program employees during the usual Monday morning meeting on February 21, 2011, that he was going to take off the following Friday, February 25, 2011.

Folkman deliberately did not tell Ostendorff that Folkman was also going to take off Thursday afternoon February 24, 2011.

Ostendorff had used this same procedure for requesting time off for Fridays. Ostendorff would wait until at least until Thursday to request time off after he conferred with Folkman and the other two Project Managers. If nothing was pending for Friday, then Ostendorff would then submit the form to Folkman.

Sometimes Folkman was in his office, sometimes not when Ostendorff submitted the request form.

If Folkman was in his office, he would sign the request form. Ostendorff would then give the approved form to the clerk.

If Folkman was not in his office, Ostendorff would leave in the request form in Folkman's in-basket in his office. Folkman would then give the approved form to the clerk.

Folkman knew this was the certain method always used by Ostendorff.

Folkman never denied Ostendorff taking a Friday off.

Folkman never informed Ostendorff that Ostendorff would have to see the form with a signature approving the request before taking that time off.

Ostendorff discussed, as usual, with the Senior Project Manager on Thursday, February 24, 2011, if there was anything pending on Friday, February 25, 2011. If not, then Ostendorff would take Friday, February 25, 2011, off and would put the request form in Folkman's in-basket. The Senior Project Manager said ok to take the Friday off. The Senior Project Manager was delegated by Folkman to handle the Building Program when Folkman was out of the office.

48.

That Ostendorff was treated unequally as compared to the other two Project Managers. As examples, Ostendorff was required to be clean shaven every day, whereas another Project Manager would not shave for two or three days on a regular basis. Ostendorff was required to keep his assigned SDPC clean every day, whereas another Project Manager would have dirt covering almost half of his assigned SDPC vehicle for a week at a time without washing it.

49.

That Ostendorff in September 2012, requested of SDPC the home address or email address of Hunt, then the former Superintendent, so Ostendorff could request of Hunt the information he gathered during his investigation of Ostendorff's discharge. Hunt would not respond to give his address only that he wanted SDPC involved in giving me any information.

50.

That Ostendorff is defamed as his name in the public. All employment applications ask for reasons leaving previous employers and if ever been terminated or asked to resign.

51.

That the Building Program lacked transparency in funding and monies allocated and spent. Only a graph was produced showing the overall projected Program spending as compared to actual by the month. Ostendorff never saw an auditor or was ever audited for his projects to ensure no impropriety or any appearance of impropriety. It appeared to Ostendorff that the almost one-third billion dollar building program was lacking in oversight.

52.

That Folkman received a promotion shortly after discharging Ostendorff to Director of Operations along with his position of Building Program Administrator. Ostendorff is of information and belief that Folkman received a substantial pay increase at that new promotion. Pew was soon chosen as Superintendent. Ostendorff is of the information and belief that Pew received a substantial pay increase at that new promotion. Both Folkman and Pew were rewarded for their efforts in discharging Ostendorff and providing cover for the Board's handling of public funds

#### Damages

Ostendorff seeks actual, compensatory, and punitive damages under breach and tort for wrongful discharge.

Ostendorff seeks actual and punitive damages under tort for civil conspiracy in the wrongful discharge.

Ostendorff seeks actual and punitive damages under tort for negligence , gross negligence, reckless (willful) negligence for not reinstating and compensating Ostendorff.

Ostendorff seeks actual and punitive damages under tort for fraud and intentional fraud in the origination of the scheme to discharge Ostendorff.

Ostendorff seeks actual and punitive damages under tort for civil conspiracy in the fraud and intentional fraud of the scheme to discharge Ostendorff.

Ostendorff seeks actual and punitive damages under tort for malice in backdating discharge date to reduce health insurance coverage.

Ostendorff seeks actual and punitive damages under tort for fraud and intentional fraud for the false testimony at the SCDEW hearing.

Ostendorff seeks actual and punitive damages under tort for civil conspiracy in the false testimony in the SCDEW hearing.

Ostendorff seeks actual and punitive damages under tort for negligence, gross negligence, and gross(willful) negligence in subordinating false testimony at the SCDEW hearing.

Ostendorff seeks general damages for defamation. Special damages will be sought if discovery reveals monetary loss to Ostendorff due to fraudulent opinions given to prospective employers of Ostendorff's past work history and discharge.

Ostendorff demands of this Court a judgment for relief of his damages the sum of \$ 254,631.00 as well as punitive damages and other relief that the triers of fact (jury) and Court find proper and just to Ostendorff.

Ostendorff affirms :

That I have prepared this pleading and it is to the best of my knowledge

That I have contacted all defendants in writing and have acted in good faith to resolve this matte

February 28 ,2014



Mark D Ostendorff  
135 Cedar Creek Circle  
Central , SC 29630

October 23, 2014

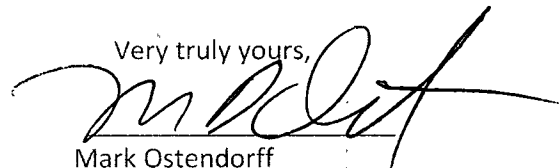
SC Court of Appeals  
PO Box 11629  
Columbia, SC 29211

Re: Mark Ostendorff v. School District of Pickens  
Appellate Case No. 2014-001737

Dear Ms. Kitchens:

This letter in response to your attached letter of October 16, 2014. The order issued by the trial court did not have a complete caption. I have enclosed a copy of the original summons and complaint.

Very truly yours,



Mark Ostendorff  
135 Cedar Creek Circle  
Central, SC 29630  
(864) 640-3340  
Appellate, Pro Se

cc: Thomas Kennedy Barlow w/ caption sheet  
Mary Allison Caudell w/ caption sheet

**RECEIVED**

OCT 27 2014

**SC Court of Appeals**



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

V. CLAIRE ALLEN  
DEPUTY CLERK

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www.sccourts.org

October 16, 2014

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Mark Ostendorff  
135 Cedar Creek Circle  
Central SC 29630

Re: Mark Ostendorff v. School District of Pickens  
Appellate Case No. 2014-001737

Dear Mr. Ostendorff:

The order you have provided with the notice of appeal features an abbreviated caption. Please provide a copy of an order issued in the same matter showing the complete caption. If there is no such order, please provide a copy of the original summons and complaint within ten (10) days of the date of this letter:

Very truly yours,

*Jenny Abbott Kitchings*


CLERK

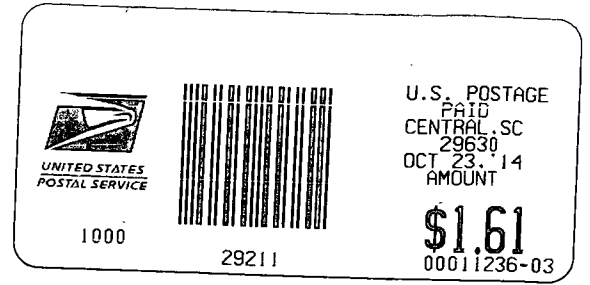
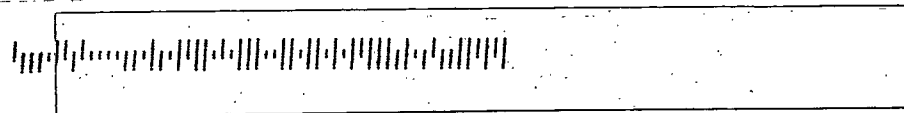
cc: Thomas Kennedy Barlow, Esquire  
Mary Allison Caudell, Esquire

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OCT 27 2014

**SC Court of Appeals**

 **Mark Ostendorff**  
135 Cedar Creek Cir.  
Central, SC 29630



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