

22229

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY SC Court of Appeals  
Court of Common Pleas

J.C. Nicholson, Jr., Active/Retired Circuit Court Judge

Case No. 2012-CP-10-8135

Karen Oliver,

Appellant,

v.

Amanda Lawrence and Trident United Way,

Respondents.

RECORD ON APPEAL

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(843) 485-8065  
Pro se

Christy R. Fagnoli  
Clawson and Staubes, LLC  
126 Sevens Farm Drive Suite 200  
Charleston, SC 29492-8144  
(843) 577-2026  
Attorney for Respondents

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P.O. Box 8568  
Columbia, SC 29202  
(803) 806-8222  
Attorney for Respondents

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Order of Circuit Court Judge J.C. Nicholson, Jr. filed May 31, 2013

|                                    |   |                              |
|------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA            | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF CHARLESTON               | ) | CASE NO: 2012-CP-10-8135     |
| Karen Oliver,                      | ) |                              |
|                                    | ) |                              |
| Plaintiff,                         | ) | ORDER                        |
| vs.                                | ) |                              |
| Amanda Lawrence and Trident United | ) |                              |
| Way,                               | ) |                              |
|                                    | ) |                              |
| Defendants.                        | ) |                              |

FILED  
2013 MAY 31 PM 3:25  
JULIE ARMSTRONG  
CLERK OF COURT

This matter came before the Court on May 13, 2013 on a Motion to Dismiss filed by Defendants Amanda Lawrence and Trident United Way. At such time, the Court heard arguments from both sides and has reviewed the pleadings, memoranda, and exhibits filed with the Court. For the reasons set forth below, Defendants' Motion to Dismiss is GRANTED.

#### FACTUAL AND PROCEDURAL BACKGROUND

On August 30, 2010, Plaintiff was hired by AmeriCorp, and through her service with AmeriCorps, was placed to work at Trident United Way ("TUW"). On August 30, 2010, Plaintiff entered into an agreement, which contained a grievance procedure and arbitration clause (the "Agreement"). On December 15, 2010, Plaintiff's employment with AmeriCorps was terminated and Plaintiff, thereafter, pursued the grievance procedure set forth in the Agreement. An initial grievance hearing was held, where Plaintiff asserted claims for breach of contract accompanied by fraudulent intent, third party beneficiary of contract, and allegedly defamatory statements. The neutral ruled in favor of TUW at the proceeding.

On February 15, 2011, Plaintiff pursued binding arbitration in accordance with the

Agreement. On June 1, 2011, the arbitrator sent a letter to Plaintiff directly notifying her of the arbitration date of June 23, 2011 at 10:00 a.m. The letter was addressed to Plaintiff at 1945 Ghana Street, Johns Island, South Carolina 29455. This is the same address Plaintiff identified when she filed the Complaint which is the subject of this action.

The arbitration was held on June 23, 2011 and Plaintiff failed to appear. The arbitration order noted that Plaintiff was given notice of the date, time, and location of the hearing by way of the above-referenced letter, which was filed with the Court as an exhibit. The order further noted the arbitrator's efforts to telephone Plaintiff to confirm her attendance at the hearing. Additionally, the order states that the arbitrator allowed a thirty (30) minute delay before opening the hearing to ensure that Plaintiff had ample opportunity to appear. Based on this, the arbitrator determined that Plaintiff had received proper notice and went forward with the hearing on the merits. After hearing testimony of the witnesses and reviewing evidentiary documents, the arbitrator issued an order denying Plaintiff's claims and finding in favor of TUW.

Plaintiff then filed this action on December 18, 2012 (approximately 18 months after the binding arbitration), which contains claims for defamation, breach of contract by fraudulent act, third party beneficiary of contract, and breach of written notice.

#### LAW/ANALYSIS

The Court finds that this Court lacks subject matter jurisdiction over this action and dismisses Plaintiff's Complaint pursuant to Rule 12(b)(1) of the South Carolina Rules of Civil Procedure. See, e.g., Floyd v. Spartanburg Dodge, Inc., 2010 S.C. App. LEXIS 668 (June 1, 2010) (granting the defendant's dismissal under Rule 12(b)(1) where plaintiff signed an

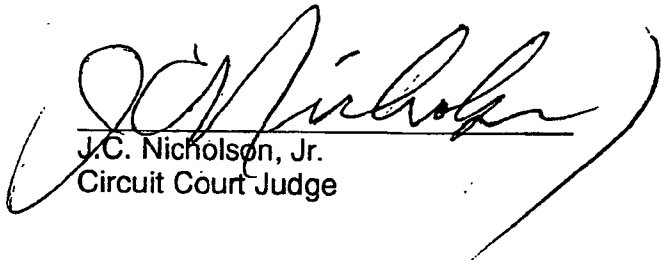
arbitration agreement); Plaza Dev't Servs. v. Joe Harden Builder, Inc., 370 S.E.2d 893 (S.C. Ct. App. 1988) (holding that it was proper to dismiss action under Rule 12(b)(1) because arbitration is required by law).

Here, not only were Plaintiff's claims subject to binding arbitration under the Agreement, the claims were actually arbitrated and ruled upon. The Court finds that Plaintiff has raised the same claims in this action as those that were previously adjudicated at the binding arbitration and/or should have been adjudicated at the arbitration. The Court further finds that Plaintiff was given proper notice of the arbitration hearing, as was held by the arbitrator. Therefore, this Court lacks subject matter jurisdiction over the Complaint and, thus, dismisses the Complaint pursuant to Rule 12(b)(1).

Plaintiff's claim for defamation is dismissed on the additional ground that it is barred by the statute of limitations. In South Carolina, there is a "two year statute of limitations for libel and slander causes of action." Jones v. City of Folly Beach, 483 S.E.2d 770 (S.C. Ct. App. 1997). "A cause of action accrues at the moment when the plaintiff has a legal right to sue on it." Id. "South Carolina has not adopted the discovery rule in libel and slander cases." Id. Therefore, a claim for defamation (libel or slander) exists as of the date of the utterance, not the date a party discovers or learns of such utterance."

Here, the utterance Plaintiff alleges was defamatory occurred on November 30, 2010 by way of facsimile correspondence. Plaintiff acknowledges this date in a letter dated December 18, 2010, which was filed with the Court as an exhibit. Thus, the statute of limitations expired on November 30, 2012. This action was not filed until December 18, 2012. Therefore, the Court finds that Plaintiff's defamation claim is barred by the statute of limitations.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that Defendants' Motion to Dismiss is GRANTED.

  
J.C. Nicholson, Jr.  
Circuit Court Judge

Charleston, South Carolina

5/30, 2013

Order of Circuit Court Judge J.C. Nicholson, Jr. filed August 30, 2013

|                                    |   |                              |
|------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA            | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF CHARLESTON               | ) | CASE NO: 2012-CP-10-8135     |
| Karen Oliver,                      | ) |                              |
|                                    | ) |                              |
| Plaintiff,                         | ) |                              |
| vs.                                | ) | ORDER                        |
|                                    | ) |                              |
| Amanda Lawrence and Trident United | ) |                              |
| Way,                               | ) |                              |
|                                    | ) |                              |
| Defendants.                        | ) |                              |

FILED  
2013 AUG 30 PM 4:43  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY 2

On May 13, 2013, the Court issued a written Order granting Defendants' Motion to Dismiss. On May 23, 2013, Plaintiff filed a Motion for Reconsideration pursuant to Rule 59 of the South Carolina Rules of Civil Procedure.

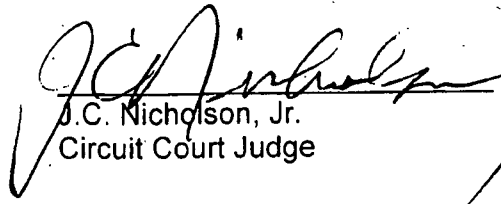
The Court finds that Plaintiff's Motion for Reconsideration was untimely. S.C.R.C.P. 59(g) requires a party filing a Motion to Reconsider to "provide a copy to the judge within ten (10) days after the filing of the motion." As of the date of this Order, Plaintiff has not provided the Court with a copy of the motion. Thus, Plaintiff's motion fails to comply with the requirements set forth in Rule 59(g).

The Court further finds that Plaintiff's Motion should be denied on the merits for the reasons set forth in the Court's May 13, 2013 written Order.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for Reconsideration is DENIED.

Charleston, South Carolina

8/30, 2013

  
J.C. Nicholson, Jr.  
Circuit Court Judge

Order of Circuit Court Judge J.C. Nicholson, Jr. filed September 17, 2013

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-10-8135

Karen Oliver  
PLAINTIFF(S)

Amanda Lawrence and Trident United  
Way, et al  
DEFENDANT(S)

Submitted by: \_\_\_\_\_

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other \_\_\_\_\_
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other \_\_\_\_\_
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Court received an "Appeal" from Plaintiff Karen Oliver filed with the Clerk on September 6, 2013, stating that she sent a copy of Plaintiff's Motion to Reconsider, filed on May 23, 2013, to Judge J.C. Nicholson, Jr., pursuant to Rule 59(g) of the South Carolina Rules of Civil Procedure. Based on this filing, the Court **VACATES** its Order of August 30, 2013, and schedules the Plaintiff's Motion for Reconsideration for the week of October 7, 2013, before Judge Nicholson.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

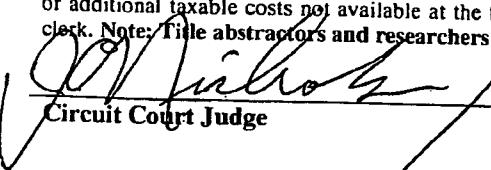
Additional Information for the Clerk : \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below)                                                                       | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|--------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------|
| N/A                                                                                                                |                                          | \$                                                       |
| If applicable, describe the property, including tax map information and address, referenced in the order:<br>_____ |                                          |                                                          |

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

  
Circuit Court Judge

2117  
Judge Code

9/12/13  
Date

Order of Circuit Court Judge J.C. Nicholson, Jr. filed October 18, 2013

|                                    |   |                              |
|------------------------------------|---|------------------------------|
| STATE OF SOUTH CAROLINA            | ) | IN THE COURT OF COMMON PLEAS |
| COUNTY OF CHARLESTON               | ) | CASE NO: 2012-CP-10-8135     |
| Karen Oliver,                      | ) |                              |
|                                    | ) |                              |
| Plaintiff,                         | ) | ORDER                        |
| vs.                                | ) | <b>FILED</b>                 |
| Amanda Lawrence and Trident United | ) | OCT 18 2013                  |
| Way,                               | ) | JULIE J. ARMSTRONG           |
|                                    | ) | CLERK, C.P. & G.S.           |
| Defendants.                        | ) |                              |

This matter came before the Court on October 9, 2013 on a Motion to Reconsider filed by Plaintiff Karen Oliver. At such time, the Court heard arguments from both sides and has reviewed the pleadings, motions, memoranda, and exhibits filed with the Court. For the reasons set forth below, Plaintiff's Motion to Reconsider is DENIED.

#### FACTUAL AND PROCEDURAL BACKGROUND

On August 30, 2010, Plaintiff was hired by AmeriCorp, and through her service with AmeriCorps, was placed to work at Trident United Way ("TUW"). On August 30, 2010, Plaintiff entered into an agreement, which contained a grievance procedure and arbitration clause (the "Agreement"). On December 15, 2010, Plaintiff's employment with AmeriCorps was terminated and Plaintiff, thereafter, pursued the grievance procedure set forth in the Agreement. An initial grievance hearing was held, where Plaintiff asserted claims for breach of contract accompanied by fraudulent intent, third party beneficiary of contract, and allegedly defamatory statements. The neutral ruled in favor of TUW at the proceeding.

On February 15, 2011, Plaintiff pursued binding arbitration in accordance with the Agreement. On June 1, 2011, the arbitrator sent a letter by way of standard mail to Plaintiff

notifying her of the arbitration date of June 23, 2011 at 10:00 a.m. The letter was addressed to Plaintiff at 1945 Ghana Street, Johns Island, South Carolina 29455. This is the same address Plaintiff identified when she filed the Complaint which is the subject of this action.

The arbitration was held on June 23, 2011 and Plaintiff failed to appear. The arbitration order noted that Plaintiff was given notice of the date, time, and location of the hearing by way of the above-referenced letter, which was filed with the Court as an exhibit. The order further noted the arbitrator's efforts to telephone Plaintiff to confirm her attendance at the hearing. Additionally, the order states that the arbitrator allowed a thirty (30) minute delay before opening the hearing to ensure that Plaintiff had ample opportunity to appear. Based on this, the arbitrator determined that Plaintiff had received proper notice and went forward with the hearing on the merits. After hearing testimony of the witnesses and reviewing evidentiary documents, the arbitrator issued an order denying Plaintiff's claims and finding in favor of TUW.

Plaintiff then filed this action on December 18, 2012 (approximately 18 months after the binding arbitration), which contains claims for defamation, breach of contract by fraudulent act, third party beneficiary of contract, and breach of written notice. Defendants filed a Motion to Dismiss, which was granted on or about May 31, 2013, and Plaintiff then filed a Motion to Reconsider pursuant to Rule 59 of the South Carolina Rules of Procedure.

#### LAW/ANALYSIS

In her Motion to Reconsider, Plaintiff alleges that she did not receive proper notice of the arbitration hearing. She alleges that she should have been served with notice by way of personal service or certified mail, rather than regular standard mail. The South Carolina

Uniform Arbitration Act requires that notice of the arbitration hearing be accomplished by personal service or registered mail. S.C. Code. Ann. § 15-48-50. However, the Federal Arbitration Act (FAA) does not contain any such requirement with regard to notice of the arbitration hearing. See 9 U.S.C. §§ 1, et seq. Specifically, the FAA does not require that the hearing date and time be noticed by personal service or certified mail. See id.

Therefore, the issue in this matter is whether the subject arbitration agreement is governed by the SC Uniform Arbitration Act or the Federal Arbitration Act. Here, the Agreement does not specify whether it is governed by the SC or Federal Act. Section 15-48-10(b)(2) of the South Carolina Act states that it does not apply to "[a]rbitration agreements between employers and employees or between their respective representatives unless the agreement provides that the chapter shall apply[.]" The Agreement at issue is undoubtedly between employer Trident United Way and employee Karen Oliver. Thus, the Court finds that, because the Agreement does not provide that it is governed by the SC Act, pursuant to 15-48-10(b)(2), the Federal Arbitration Act applies.

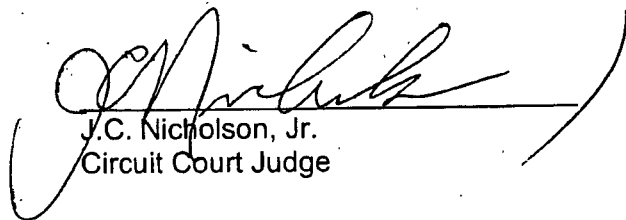
It should also be noted that, under South Carolina law, "[u]nless the parties have contracted to the contrary, the FAA applies in federal or state court to any arbitration agreement regarding a transaction that in fact involves interstate commerce, regardless of whether or not the parties contemplated an interstate transaction." Munoz v. Green Tree Fin. Corp., 542 S.C. 531 (S.C. 2001). The Court finds that the Agreement in this matter involves "interstate commerce," as it was an employment agreement whereby Plaintiff Karen Oliver was employed by Trident United Way's Americorp Program, which is a national service program sponsored by the federal government, which receives federal funds. Thus, for this additional reason, the Court finds that the Agreement is governed by

the FAA.

Because the Agreement is governed by the FAA, there was no requirement that Plaintiff be served with notice of the hearing by personal service or registered mail. Plaintiff was served by regular standard mail at 1945 Ghana Street, Johns Island, South Carolina 29455, which Plaintiff concedes is the correct address. This was adequate notice under the FAA. Accordingly, Plaintiff's Motion to Reconsider is denied because she received adequate notice of the arbitration hearing and the claims raised by Plaintiff have been arbitrated and ruled upon.

The Court further finds that Plaintiff's Motion to Reconsider as to her claim for defamation is denied on the additional ground that it is barred by the statute of limitations. This issue is more fully set forth in the Order granting Defendant's Motion to Dismiss, which is incorporated herein by reference.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion to Reconsider is DENIED.

  
J.C. Nicholson, Jr.  
Circuit Court Judge

Charleston, South Carolina  
10/27, 2013

Order of Circuit Court Judge J.C. Nicholson, Jr. filed November 18, 2013

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012- CP-10-8135

Karen Oliver  
PLAINTIFF(S)

Amanda Lawrence and Trident United  
Way, et al.  
DEFENDANT(S)

Submitted by: \_\_\_\_\_

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other \_\_\_\_\_
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other \_\_\_\_\_
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:** ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: **The Court received a motion from Plaintiff Karen Oliver, filed on October 29, 2013. The Court DENIES Plaintiff's request for an additional hearing because no such procedure exists in regard to having a Motion to Reconsider a Motion to Reconsider. Plaintiff may pursue the appellate process for further review of her motion.**

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

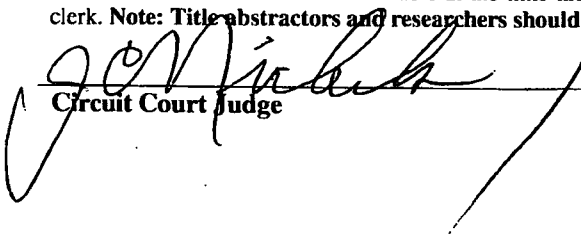
INFORMATION FOR THE JUDGMENT INDEX

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|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
| N/A                                          |                                          | \$                                                       |

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\_\_\_\_\_

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

  
Circuit Court Judge

2117  
Judge Code

11/13/13  
Date

Order of Court of Appeals filed November 10, 2014

# The South Carolina Court of Appeals

Karen Oliver, Appellant,

v.

Amanda Lawrence and Trident United Way,  
Respondents.

Appellate Case No. 2013-002587

---

## ORDER

---

Appellant has filed a motion for an injunction to obtain an audio copy, stenographer notes, and, if available, a video copy of a motion hearing. Appellant has also requested a temporary injunction to prevent the destruction of the recordings and notes. Appellant's motions are denied.

 A.J.  
FOR THE COURT

Columbia, South Carolina

cc: Karen Oliver  
Christina Rae Fagnoli, Esquire  
Andrew F. Lindemann, Esquire

**FILED**  
11/10/14

Order of Court of Appeals filed February 20, 2015

# The South Carolina Court of Appeals

Karen Oliver, Appellant,

v.

Amanda Lawrence and Trident United Way,  
Respondents.

Appellate Case No. 2013-002587

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## ORDER

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Due to the arduous procedural history in this case, Appellant's request for an indefinite extension of time to serve and file her initial brief and designation of matter is denied. This Court has already previously denied Appellant's request for an audio copy, stenographer notes, and a video copy of her hearing. Appellant has also already been warned that she must serve and file her brief and designation of matter or her appeal will be dismissed. Now, more than thirteen months have elapsed since the filing of her notice of appeal. Accordingly, Appellant shall serve and file her initial brief and designation of matter within thirty days of the date of this order or this appeal will be dismissed.

 AS  
FOR THE COURT

Columbia, South Carolina

**FILED**

February 20, 2015

cc:

Karen Oliver

Christina Rae Fagnoli, Esquire

Andrew F. Lindemann, Esquire

Defendants' Notice and Motion to Dismiss filed January 24, 2013, with Exhibits A, B, C and D



The Agreement sets forth the process by which AmeriCorps members are to resolve grievances involving their service. The Agreement provides that initially a grievance hearing will be conducted. After the initial grievance hearing, the grievant may request binding arbitration as a subsequent option for resolving any dispute or claim. Plaintiff signed and dated the Agreement.

On December 15, 2010, Plaintiff's employment with the AmeriCorps Financial Stability Project was terminated. Thereafter, Plaintiff pursued the grievance procedure as set forth in the Agreement.

In accordance with the Agreement, an initial grievance hearing was conducted by neutral Cathy Liska on February 9, 2011. The claims asserted by the Plaintiff at the grievance hearing included breach of contract accompanied by fraudulent intent, third party beneficiary of contract; and allegedly defamatory utterances. Ms. Liska ruled in favor of TUW, and denied Plaintiff relief at the grievance hearing.

On February 15, 2011, Plaintiff opted for the binding arbitration procedure for the claims addressed in the grievance hearing and in compliance with the Agreement she initiated binding arbitration proceedings. See Exhibit B. On February 18, 2011, Plaintiff again contacted TUW to request "binding arbitration."

On June 1, 2011, the arbitrator notified the Plaintiff directly about the scheduled arbitration date of June 23, 2011 at 10:00am by letter sent to Plaintiff. The arbitrator mailed his correspondence to the address from which all of Plaintiff's correspondence originates and the same address which she identified when filing the Complaint in the instant matter (1945 Ghana Street; Johns Island, SC 29455). See Exhibit C.

The arbitration was held on June 23, 2011 before James Bell, Esquire.

Despite notice by TUW and the arbitrator to Plaintiff, Plaintiff did not appear at the arbitration. The arbitration went forward, the arbitrator considered all evidence provided, and the arbitrator ruled in favor of Defendants as to all of Plaintiff's claims. Failure to appear does not negate the arbitration request or the validity of the arbitrator's decision. Plaintiff did not appeal the arbitrator's binding decision in favor of Defendants.

On December 18, 2012, approximately eighteen (18) months after the binding arbitration, Plaintiff filed suit against Defendants, raising the same claims that were previously adjudicated at the binding arbitration, and, over which arbitration is the sole procedural remedy.

- 1. The Complaint should be dismissed pursuant to Rule 12(b)(1), SCRPC, because Plaintiff's claims were previously adjudicated by binding arbitration and this court, therefore, lacks subject matter jurisdiction.**

Under applicable law, this Court lacks subject matter jurisdiction over this action, and Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(1), S.C.R.C.P., as the claims are subject to, and in fact have been resolved through, arbitration. See Floyd v. Spartanburg Dodge, Inc., et al., 2010 S.C. App. LEXIS 668 (June 1, 2010) (granting the defendants' motion for "dismissal pursuant to Rule 12(b)(1), SCRPC, for lack of subject matter jurisdiction because [the plaintiff] signed an arbitration agreement"); Plaza Dev't Svcs. v. Joe Harden Builder, Inc., 296 S.C. 115, 370 S.E.2d 893 (App. 1988) (holding that "[i]t was proper for the court to dismiss the action under Rule 12(b)(1)" because arbitration is required by law).

Plaintiff's claims were addressed and ruled on in the initial grievance hearing, and at the subsequent binding arbitration held on June 23, 2011 before James Bell, Esquire.

Accordingly, this Court lacks subject matter jurisdiction over the Complaint and should dismiss it pursuant to Rule 12(b)(1).

- 2. Alternatively, Plaintiff's Fourth Cause of Action, "Breach of Written Notice", should be dismissed pursuant to Rule 12(b)(6) or Plaintiff should make a more definite statement pursuant to Rule 12(e).**

Alternatively, Plaintiff moves, pursuant to Rule 12(b)(6), that Plaintiff's Fourth Cause of Action, "Breach of Written Notice", be dismissed for failure to state facts sufficient to constitute a cause of action.

Should this Court not dismiss Plaintiff's "Breach of Written Notice" claim, TUW requests that, pursuant to Rule 12(e), Plaintiff be required to make a more definite statement. Plaintiff's "Breach of Written Notice" claim is vague and ambiguous, and TUW cannot understand it or reasonably frame a responsive pleading thereto.

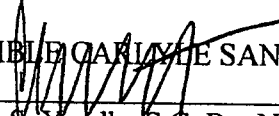
- 3. Alternatively, Plaintiff's First Cause of Action, "Defamation of Character via Libel and Slander", should be dismissed as it is barred by the statute of limitations.**

In South Carolina, there "is a two year statute of limitations for libel and slander causes of action." Jones v. City of Folly Beach, et al., 326 S.C. 360, 483 S.E.2d 770 (App. 1997). "A cause of action accrues at the moment when the plaintiff has a legal right to sue on it." Id. at 368. "South Carolina has not adopted the discovery rule in libel and slander cases." Id. at 369. Therefore, a claim for defamation (libel or slander) exists as of the date of the utterance, not the date a party discovers or learns of such utterance.

In the instant matter, the utterance that Plaintiff alleges was defamatory occurred on November 30, 2010. Plaintiff acknowledges and admits that the date the allegedly defamatory utterances occurred was on November 30, 2010. See Exhibit D. Accordingly, the statute of limitations for the defamation claim clearly ran on November

30, 2012 – two years from the date of the utterance. Plaintiff filed the Complaint on December 18, 2012, almost a month after the statute expired. Accordingly, Plaintiff's defamation claim is barred by the two-year statute of limitations applicable to defamation claims and should be dismissed.

For the reasons set forth above, Defendants request that this matter be dismissed pursuant to Rules 12(b)(1) and 12(b)(6), SCRPC. This Motion is further supported by the pleadings on file, applicable case law and any memorandum which may be submitted prior to the hearing in this matter.

  
WOMBLE CARLISLE SANDRIDGE & RICE

David S. Yandle, S.C. Bar No. 14299  
Ashley Anne Kutz, S.C. Bar No. 78013  
5 Exchange Street / P.O. Box 999  
Charleston, SC 29402  
(843) 722-3400

Attorneys for Defendants

January 24, 2013  
Charleston, South Carolina



Trident United Way Financial Stability Project  
AmeriCorps Program



**MEMBER GUIDELINES (cont'd)**

**GRIEVANCE PROCEDURES**

The purpose of this process is to resolve grievances involving AmeriCorps members, labor unions alleging displacement of employees or duplication of activities by AmeriCorps, and unsuccessful applicants for AmeriCorps positions in a fair and prompt manner. An individual filing a grievance will from this point on be referred to as a Grievant.

A dispute or grievance is a complaint regarding an order or action that is perceived to be unjust, discriminatory, or oppressive. A Grievance Procedure examines whether the challenged order or action was unfair, based upon misinterpreted organization policy, or contrary to the law.

In general, these procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause. Grievances must be filed in writing within one year of the alleged issue. In addition, individuals who are selected as AmeriCorps members or labor unions alleging displacement of employees or duplication of activities by AmeriCorps may utilize these procedures.

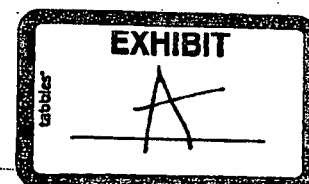
Please note that if the situation involves allegations of fraud or criminal activity, it must be reported immediately to the Corporation for National Service's Inspector General. If the situation involves allegations of discrimination, it should be directed in writing to the Corporation's Office of Equal Opportunity.

**A. Optional Pre-Complaint Process Opportunity**

If a grievant has any problems or concerns relating to his or her service with the Trident United Way, non-acceptance of participation in the program, or employee displacement or duplication of activities, he or she is first encouraged to discuss the issue formally or informally with the Program Director. The grievant, however is not required to engage in discussion, and may, at any time, file a request for a Grievance Hearing.

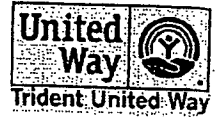
**B. Optional Alternative Dispute Resolution**

**Information Resolution:** The grievant may seek resolution of the grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. The ADR proceeding will be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the ADR proceeding, the grievant will be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.





Trident United Way Financial Stability Project  
AmeriCorps Program



**MEMBER GUIDELINES (continued)**

**GRIEVANCE PROCEDURES (continued)**

**Neutral Facilitation:** If the ADR is instituted, the process will be aided by a neutral party who, with respect to the issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party will be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding will be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again will inform the aggrieved party of his or her right to file a formal grievance.

**C. Formal Grievance Proceeding**

A grievant may request a grievance hearing without participating in ADR or, if ADR is selected, it fails to result in a mutually agreeable solution. Except for a grievance that alleges fraud or criminal activity, a grievant may file a Written Grievance within a year of the alleged improper order or action. The grievant's written Grievance request should state the nature of the complaint, the facts to support the claim, and the grievant's position. The Written Grievance must be submitted to the AmeriCorps Program Director. Once the grievance is presented in writing, additional claims may not be added to the grievance.

Within five (5) calendar days, the AmeriCorps Program Director will acknowledge in writing receipt of the grievant's written request for grievance hearing, and make available to the grievant any information relied upon during the decision-making process. Within 30 days of the filing of the Written Grievance, the Program Director will review the timeline and arrange for a grievance hearing at a time mutually convenient to all parties involved.

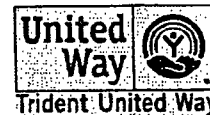
The grievance hearing will be conducted by the AmeriCorps Program Director. If the Program Director is involved in the dispute, another person who is neutral and independent will conduct the hearing. (Note: In the event, a grievance is filed after participation in any of the informal dispute resolution processes, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceeding of the informal dispute resolution process may be referred to or introduced into evidence at the grievance or arbitration proceeding.) A decision on the filed grievance will be made within 60 days of the filing of the grievance.

**D. Binding Arbitration**

The grievant may request binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by the agreement of the parties. If the parties cannot agree upon an arbitrator, the Corporation's Chief Executive Officer (the federal agency administering AmeriCorps) will appoint one within 15 calendar days after receiving a request from one of the parties.



Trident United Way Financial Stability Project  
AmeriCorps Program



**MEMBER GUIDELINES (continued)**

**GRIEVANCE PROCEDURES (continued)**

An arbitration proceeding will be held no later than 45 calendar days after the request for the arbitration or no later than 30 calendar days after the appointment of an arbitrator by the Corporation. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of the arbitration will be divided evenly between the parties, unless the aggrieved party prevails, in which case the program will pay the total cost of the proceeding as well as the prevailing party's attorneys' fees.

Karen Oliver  
AmeriCorps Member Signature

8-30-10  
Date

Karen Oliver  
AmeriCorps Member Printed Name

05/23/2011 11:44

18283218803

BLACKHORSE CONST CO

PAGE 07

5/23/2011

Gmail - AmeriCorps' Chief Executive Officer



*Attachment Three*  
*Page 1 of 5*  
Karen Oliver <karen1americorps@gmail.com>

## AmeriCorps' Chief Executive Officer

1 message

Karen Oliver <karen1americorps@gmail.com>  
To: Amanda Lawrence <ALawrence@tuw.org>

Tue, Feb 15, 2011 at 2:36 PM

I am requesting that the next step in the Grievance process to be taken. Please forward me your choice for an arbitrator for approval. I have chosen two leaders in the community that the program would like to serve. Since this is Binding Arbitration please provide the contact information for the Chief Executive Officer for AmeriCorps' Corporation. I have faxed the attached request for this information please respond in a timely fashion. Have a nice day.

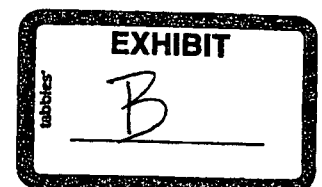
Sincerely,

Karen Oliver



Chief Executive Officer.docx  
14K

<https://mail.google.com/mail/?ui=2&ik=...>



*Handwritten:* 1/15/11 11:44 AM  
Page 8 of 8

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(84) 793-4766  
February 15, 2011

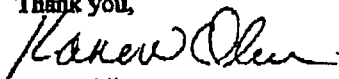
Amanda Lawrence, Program Director  
Trident United Way  
6296 Rivers Avenue  
North Charleston, SC 29406

Dear Amanda Lawrence:

I am submitting this correspondence to request that the next step in the Grievance process be administered. Please contact the Corporation's Chief Executive Officer and notify them that I would love to move forward with the Binding Arbitration. If this is not feasible, please provide me the contact information as soon as possible. It was nice seeing you and Janice again regardless of the circumstances

No weapon that is formed against thee shall prosper every tongue that rises against thee in judgment thou shall condemn. This is the heritage of the servants of the LORD, and their righteousness is of me, saith the LORD. ISAIAH 54:17

Thank you,

  
Karen Oliver

**THE BELL LAW FIRM, P.A.**

ATTORNEYS & COUNSELORS AT LAW  
SHIP CHANDLER'S BUILDING  
213 EAST BAY STREET, SUITE 203  
CHARLESTON, SOUTH CAROLINA 29401

MAILING ADDRESS:  
P.O. BOX 778  
CHARLESTON, SOUTH CAROLINA 29402-0778  
e-mail: lawbellsc@yahoo.com

FACSIMILE: (866) 936-4212

TELEPHONE: (843) 608-4576

June 1, 2011

Ms. Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455

Ms. Amanda Lawrence,  
Program Director  
Trident Unitwd Way  
6296 Rivers Avenue  
North Charleston SC 292046

RE: *Karen Oliver and Trident United Way*

Dear Ms. Oliver and Ms. Lawrence:

Please be advised that I have been appointed as Arbitrator in reference to the above-captioned matter and an arbitration is to be held within 60 days in reference to the above-captioned matter.

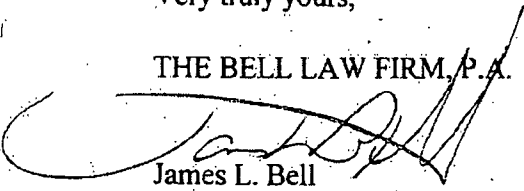
Also, please be advised that I have scheduled the arbitration for **June 23, 2011, at 10:00 AM.** The arbitration will be held at my office at **The Bell Law Firm, P.A., 215 East Bay Street, Suite 203, Charleston, South Carolina.** If this date is not available for you, please contact me immediately.

In addition, I will need you to furnish me copies of any documentation and a short written memorandum of your position in this matter. Please provide this information no later than **June 15, 2011**, which should be submitted in writing.

I look forward to working with you concerning this case.

Very truly yours,

THE BELL LAW FIRM, P.A.

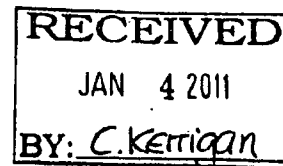
  
James L. Bell

JLB/lb

EXHIBIT

C

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(843) 793-4766  
December 18, 2010



Chris Kerrigan, President & CEO  
6296 Rivers Avenue  
North Charleston, SC 29406

CERTIFIED MAIL 7009 2820 0004 1074 4983

RE: DEFAMATION OF CHARACTER (LIBEL AND SLANDER)

I am submitting this correspondence to request an immediate investigation into the actions of Amanda Lawrence, Financial Stability Project Program Director as referenced above. On November 30, 2010 a facsimile transmittal was made from the Trident United Way (TUW) of Charleston at 17:41 No. 122 to (843) 767-4785 that contained malicious, deceptive and damaging information that was false in regards to me. The actions were a deliberate and willful to defame my character to the recipients by providing false information. An immediate inquiry into this matter is being requested.

The same is true of other similar submissions to the S.C. State Commission for National and Community Service that willfully provided information defaming my character. I am requesting an immediate inquiry into this matter along with the aforementioned incident.

I will also be forwarding two Grievance Requests for the Trident United Way Financial Stability Project AmeriCorps Program. I am making this submission within the protocol as outlined in the Member Handbook 2010-2011 for AmeriCorps. I am making the clear distinction of not having any person that was in attendance at the meeting on December 3, 2010 at the TUW Charleston (Board Room) when my rights as outlined was violated which includes but is not limited to:

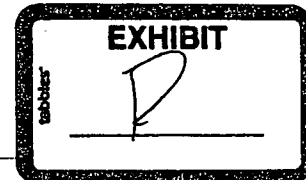
Amanda Lawrence, Financial Stability Project Program Director  
Janice McKinney, Financial Stability Project Program Coordinator  
Bonnie Bella, Sr. V.P. of Community Building (Community Impact)  
Sandra Geise, Administrative Assistant

Along with the representative from TUW in Columbia AmeriCorps that was in attendance (name is unknown due to request for minutes from meeting be forwarded has not been met)

be given access to my Grievance Requests because they are included in the complaint in some capacity. I am also requesting that no one employed or related to any employees, no board members or their relatives be chosen as part of the review team. This distinction will remain throughout to ensure a fair review process.

You will later find this willful intent to disseminate misleading information to discredit me to be a pattern once my Grievance is heard.

Also, the actions taken by your personnel contradict what the Trident United Way claims to stand for in helping our community. The actions attacks the pillars that Trident United Way purport to support: Health, Income and Education. On all levels these have unjustly come under attack. As I stated to you and others at the first Friday luncheon on September 3, 2010, I believe in AmeriCorps and what the program is trying to do to allow communities to help each other. I gained a better understanding of the United Way beyond the clips with the NFL players. Also, I gained more insight on citizenship. I was told after starting this program that I was doing 2-1-1 well before I began with this program. I believe in helping others not hurting. I can produce a number of people in my community I have been able to be a part of helping in providing assistance since September while overcoming programmatic limitations. Even after the recent cancellation of the Financial Literacy Training Workshop on 12-4-10 I was outside



of E. L. Frierson Elementary in the cold to notify the community about the event not taking place as scheduled. One family had come from West Ashley to Wadmalaw Island for the event. I knew the community at large was not given proper notification of the cancellation—less than 24 hours notice via the school phone call system. I still visited a church that Wednesday evening (12-1-10) to disseminate information. I displayed this kind of commitment even after being made aware of your personnel's total disregard of the guidelines and procedures governing the AmeriCorps program and those rights afforded me. Also, there were 5 families I was in the process of helping that really needed assistance. Can you make sure that they receive any help that is available for them? Is it alright to forward their information on to your office? Enough time has been wasted since they came to me for assistance and I was hindered by your personnel from providing help.

Again, I am asking that an immediate inquiry into the defamation of my character in written documentations to sources inside and outside of TUW be made. Please forward your findings and resulting corrective measures to me so that a determination can be made on the next steps to take. Please let me thank you for your time in this very important matter.

Lastly, have a safe and happy holiday season. Your personnel thought it not robbery to try and ruin my family's holiday season. Yet, I have made it an effort to try and teach my family to celebrate the birth, death and resurrection every day. God supplied us with the person for whom we will be celebrating. So when December 25 comes and goes it is not just a ritual in their lives. No weapon that is formed against thee shall prosper every tongue that rises against thee in judgment thou shall condemn. This is the heritage of the servants of the LORD, and their righteousness is of me, saith the LORD. ISAIAH 54:17

Sincerely,



Karen Oliver

WOMBLE  
CARLYLE  
SANDRIDGE  
& RICE

A LIMITED LIABILITY  
PARTNERSHIP

January 24, 2013

5 Exchange Street  
Charleston, SC 29401

Mailing Address:  
Post Office Box 999  
Charleston, SC 29402  
Telephone: (843) 722-3400  
Fax: (843) 723-7398  
www.wcsr.com

ASHLEY A. KUTZ  
E-Mail: akutz@wcsr.com  
DIRECT DIAL: 843-720-4679  
FAX: 843-723-7398

Honorable Julie J. Armstrong  
Charleston County Clerk of Court  
100 Broad St., Suite 106  
Charleston, SC 29401

RE: Karen Oliver v. Amanda Lawrence and Trident United Way  
Case No: 2012-CP-10-8135

Dear Ms. Armstrong:

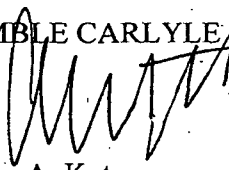
Please find enclosed an original and one copy of *Defendants' Notice of Motion and Motion to Dismiss* in the above-referenced matter. I would appreciate your filing same, and returning a filed stamped copy to me via our courier.

By copy of this letter, I am serving same on the pro se Plaintiff.

With kind regards, I remain

Yours very truly,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

  
Ashley A. Kutz

AAK/cxc  
Enclosure  
C: Karen Oliver

Defendants' Supplemental Exhibits in Support of Motion to Dismiss filed May 13, 2013 with Exhibits E, F and G

|                                    |   |                                      |
|------------------------------------|---|--------------------------------------|
| STATE OF SOUTH CAROLINA            | ) | IN THE COURT OF COMMON PLEAS         |
| COUNTY OF CHARLESTON               | ) | CASE NO: 2012-CP-10-8135             |
| Karen Oliver,                      | ) |                                      |
|                                    | ) |                                      |
| Plaintiff,                         | ) |                                      |
| vs.                                | ) | <b>DEFENDANTS' SUPPLEMENTAL</b>      |
|                                    | ) | <b>EXHIBITS IN SUPPORT OF MOTION</b> |
| Amanda Lawrence and Trident United | ) | <b>TO DISMISS</b>                    |
| Way,                               | ) |                                      |
|                                    | ) |                                      |
| Defendants.                        | ) |                                      |

2013 MAY 13 PM 4:55  
JULIE J. ARMSBROGH  
CLERK OF COURT

FILED

The defendants, by and through their undersigned counsel, submit the following Supplemental Exhibit in Support of Motion to Dismiss:

- Exhibit E – October 7, 2011 Arbitration Order and Decision in Favor of Respondents (Trident United Way and United Way Association of South Carolina).
- Exhibit F – Certified Mail Receipt for Notice of Motion and Motion to Dismiss.
- Exhibit G – Correspondence to Plaintiff notifying her of hearing on Motion to Dismiss.

CLAWSON AND STAUBES, LLC

  
\_\_\_\_\_  
Christy R. Fagnoli  
126 Seven Farms Drive, Suite 200  
Charleston, South Carolina 29492-8144  
(843) 577-2026

Attorney for the Defendant

Charleston, South Carolina

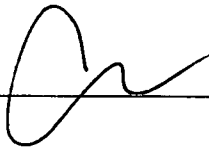
May 13 2013

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing pleading(s) has been served upon opposing counsel on the 13 day of May, 2013 via:

|                                     |                              |
|-------------------------------------|------------------------------|
| <input type="checkbox"/>            | United States Postal Service |
| <input type="checkbox"/>            | Facsimile                    |
| <input type="checkbox"/>            | Electronic Email             |
| <input checked="" type="checkbox"/> | Hand delivery                |

→ TO BE HAND  
DELIVERED TO  
PRO SE PLAINTIFF  
AT THE 5/13/13  
HEARING.



FILED  
2013 MAY 13 PM 1:55  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
KAREN OLIVER, )  
Petitioner, )  
v. )  
TRIDENT UNITED WAY and )  
UNITED WAY ASSOCIATION OF )  
SOUTH CAROLINA, )  
Respondents. )

**ARBITRATION ORDER AND  
DECISION IN FAVOR OF  
RESPONDENTS**

JLB  
1  
This matter came before me on June 23, 2011 pursuant to the request for an arbitration hearing by the Petitioner Karen Oliver and pursuant to my appointment as the arbitrator by the Corporation for National and Community Service. Notice of the arbitration hearing, including the date, time and location, was provided by the undersigned to all parties by letter dated June 1, 2011. Additional telephonic efforts were pursued by the undersigned to confirm the Petitioner's appearance for the hearing. The undersigned also allowed a thirty minute delay before opening the hearing. Petitioner Karen Oliver did not appear for the hearing.

Respondents were represented by Joseph D. Thompson, III of Haynsworth Sinkler Boyd, PA. Attending the hearing for Respondents were Amanda Lawrence, Trident United Way Director of Financial Stability and AmeriCorps Program Director; Janice McKinney, Trident United Way Financial Stability Project Coordinator; and Emily Thompson, United Way Association of South Carolina Director of Community Impact and South Carolina AmeriCorps Commissioner.

While Petitioner's unexplained failure to attend the arbitration hearing, despite due notice,

warrants a decision in favor of Respondents, the undersigned conducted an evidentiary hearing with the Respondents' witnesses and, consequentially, procured additional sustaining evidentiary grounds to determine if a decision in favor of Respondents was warranted.

After review of all evidence, Petitioner's claims fail, as a matter of law, for failure to submit the adequate burden of proof. The evidence submitted will be discussed in summary fashion herein

On August 30, 2010, Petitioner Karen Oliver became an AmeriCorps Member with an assignment to the Trident United Way's Financial Stability Project as a Family Navigator. On that date, she received a Member Handbook which outlined her duties and responsibilities as an AmeriCorps Member working within the Trident United Way's Financial Stability Project.

Petitioner was provided formal training in the program through a week long orientation process conducted by Janice McKinney and Amanda Lawrence. Both the Handbook and the orientation training emphasized the requirement of AmeriCorps Members to: 1) attend weekly meetings (held on Monday afternoons); 2) complete and submit daily time reports; and 3) complete and submit daily activity reports. The purpose of the meetings and reporting requirements were to document and account for the Member's service to warrant the Member's receipt of the Program's benefits. Ultimately, it was Petitioner's unexplained failure to follow these simple requirements that led to her termination from the Program on December 15, 2010.

The evidence demonstrates that Petitioner failed to submit any activity reports during her time with the Program. Petitioner was counseled on several occasions by Amanda Lawrence and Janice McKinney regarding the need for the record-keeping, including a special meeting on October 25, 2010 with Petitioner conducted prior to the mandatory weekly meeting. Despite repeated instructions to follow the reporting requirements outlined in the Handbook, Petitioner never

submitted the required activity reports. Petitioner has never offered an explanation for the failure to submit the required activity reports.

Similarly, it is clear that Petitioner was required to submit daily/weekly time records accounting for her service hours. The documentation produced by Respondents demonstrates that Petitioner did not submit any time records after November 1, 2010. Petitioner has never offered an explanation for the failure to submit the required time reports.

Finally, Amanda Lawrence confirmed that Petitioner did not attend the mandatory weekly meetings conducted on November 8, November 15 and November 22. Lawrence testified that the only explanation offered by Petitioner for the unexcused absences was Petitioner's alleged lack of child-care coverage. However, Lawrence testified that she contacted Petitioner's child-care facility Jump Indoors and confirmed with the facility director that the Petitioners' children continued to attend the program and that Petitioner's excuse was unjustified.

Given the complete failure of Petitioner to abide by any program requirements for the month of November, Amanda Lawrence sent a letter to Petitioner on November 30, 2010, placing Petitioner on suspension. Subsequently, the Petitioner, Lawrence, McKinney, Emily Thompson, Sandra Giese and Bonnie Bella met on December 3, 2010 to discuss the issues outlined in the November 30 suspension letter. A summary of the matters discussed at the meeting was produced by Respondents.

All in attendance, including Petitioner, acknowledged the need for a follow-up meeting to discuss and set the specific terms of Petitioner's probation that would allow Petitioner to continue with the Program. Despite the Respondents' reasonable efforts, the follow-up meeting did not occur. The evidence in the record readily demonstrates Petitioner's indifference in following through with the next step in the process. Consequentially, by letter dated December 15, 2010, Respondents

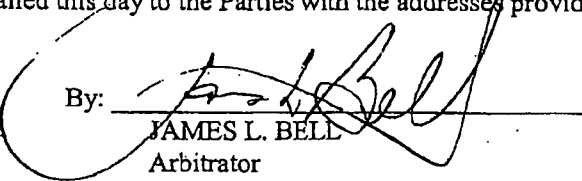
terminated Petitioner's service in the Program.

Following termination, Petitioner pursued an "appeal" of the Respondents' termination decision through the "Grievance Procedure" outlined in the Handbook. The Grievance Procedure was conducted on February 9, 2011 by Neutral Cathy Liska. In sum, the termination decision was upheld by the Neutral. Thereafter, Petitioner pursued the subject arbitration.

Given the testimony of the witnesses and documents submitted into evidence, the record readily supports the termination decision of the Respondents and, that even when taken in the light most favorable to the Petitioner, the evidence demonstrates a systematic and conscious failure of Petitioner to comply with the basic requirements of the Respondents' Financial Stability Project leading directly to Petitioner's termination, all in accordance with the Member Handbook. Accordingly, given the evidence in the record, it is hereby

ORDERED, ADJUDGED AND DECREED that Petitioner Karen Oliver has failed in her burden of proof and, therefore, her claims against the Respondents will be, and they hereby are, denied.

Notice of this Award mailed this day to the Parties with the addresses provided.

By: 

JAMES L. BELL  
Arbitrator

October 7, 2011  
Charleston, South Carolina

|                                                                                                               |  |                                                                                                                                                                                                                                                                                                  |                     |
|---------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 2. Article Number                                                                                             |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                |                     |
| <br>7196 9008 9111 3876 3654 |  | A. Received by (Please Print Clearly)                                                                                                                                                                                                                                                            | B. Date of Delivery |
|                                                                                                               |  | Karen Oliver<br>C. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee<br>X <i>Karen Oliver</i><br>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES, enter delivery address below: |                     |
| 3. Service Type CERTIFIED MAIL™                                                                               |  | Reference Information<br>84536.0001.8<br>C. Cerchione                                                                                                                                                                                                                                            |                     |
| 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes                                              |  |                                                                                                                                                                                                                                                                                                  |                     |
| 1. Article Addressed to:                                                                                      |  |                                                                                                                                                                                                                                                                                                  |                     |
| Karen Oliver<br>1945 Ghana Street<br>Johns Island, SC 29455                                                   |  |                                                                                                                                                                                                                                                                                                  |                     |
| PS Form 3811, January 2005                                                                                    |  | Domestic Return Receipt                                                                                                                                                                                                                                                                          |                     |

DEFENDANT'S  
EXHIBIT  
NO. F

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CHARLESTON SC 29401-2530**

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USPS Sort Facility

January 29, 2013, 1:52 am

CHARLESTON, SC 29423

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**TO:** Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455

**SENDER:** C. Cerchione

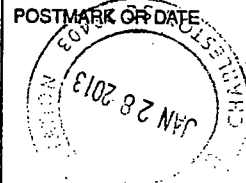
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**VIA CERTIFIED MAIL/RETURN  
RECEIPT REQUESTED**

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455

RE: Karen Oliver v. Amanda Lawrence and Trident United Way  
Case No: 2012-CP-10-8135

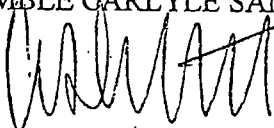
Dear Ms. Oliver:

Please find enclosed a filed copy of *Defendants' Notice of Motion and Motion to Dismiss* in the above-referenced matter.

With kind regards, I am

Very truly yours,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

  
Ashley A. Kutz

AAK/cxc  
Enclosure

**CLAWSON  
AND  
STAUBES**  
LLC

Christy R. Fagnoli  
cfagnoli@clawsonandstaubes.com

April 11, 2013

File No.: 2013-0217 crf

Ms. Karen Oliver  
1945 Ghana St.  
Johns Island, SC 29455

Re: Karen Oliver v. Amanda Lawrence and Trident United Way  
Case No: 2012-CP-10-8135

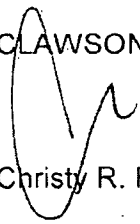
Dear Ms. Oliver:

Please be advised that the Court has scheduled a hearing on our Motion to Dismiss for May 13, 2013 at 2:30 p.m. The hearing will take place at the Charleston County Courthouse located at 100 Broad St., Charleston, SC in Courtroom 3B. Thank you for your attention to this matter.

With kindest regards, I remain

Very truly yours,

CLAWSON AND STAUBES, LLC

  
Christy R. Fagnoli

CRF/jsl

www.clawsonandstaubes.com  
126 Seven Farms Drive, Suite 200, Charleston, South Carolina 29492  
Fax: (843) 722-2867 / Office: (843) 577-2026

DEFENDANT'S  
EXHIBIT

NO. **G**

Plaintiff's (Appellant's) Motion filed October 29, 2013

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

} CASE NO.: 2012-CP-10-8135

} CIVIL MATTER

Karen Oliver

PLAINTIFF

Vs

Amanda Lawrence and Trident United Way et al

6296 Rivers Avenue

North Charleston, SC 29405

DEFENDANT

FILED  
2013 OCT 29 PM 1:10  
JULIE J ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

**Motion**

Comes now the Plaintiff, at the October 9, 2013 Motion for Reconsideration Hearing with Judge Nicholson the Plaintiff spoke first, then the attorney for the Defendants spoke. Judge Nicholson would not allow the Plaintiff to speak again. The Plaintiff was not finished with her full presentation. He informed everyone that he was finished. The Plaintiff was not allowed to provide a rebuttal or to complete her presentation for the other three Causes of Actions. Judge Nicholson would not accept or allow distribution of my Filed Supplemental Exhibits. Now this comes after the Plaintiff informed Judge Nicholson that even if Exhibit E was found valid that I (the Plaintiff) still could prove the Breach of Contract and Defamation of Character (within the statutes) and refute the contents of Exhibit E all in black and white with no hearsay. Judge Nicholson's actions denied the Plaintiff's Rights to Due Process.

Next Judge Nicholson should have allowed for equitable use of the courtroom. The Plaintiff was not provided with the same accommodations as the legal team for the case that was heard afterwards. All of their items were already set up and there was no room for the Plaintiff's items on the table. There was no clear place for the Plaintiff to set up her paperwork and other belongings. The accommodations should have been equitable for the Plaintiff.

Approval of the Consent Order presented on October 25, 2013 to the Clerk of Court to be put in Judge Nicholson's box should be approved since it was in to the courts prior to the postdated date of October 27, 2013 for the last Order signed.

Further, on the Order that was signed by Judge Nicholson postdated October 27, 2013 further corroborates the Plaintiff's claim. Judge Nicholson signed the Order seemingly authored by Christy Fagnoli, who sent it to the Plaintiff via Certified Mail. On Page 2 Para 2 it states:

*Plaintiff then filed this action on December 18, 2012 (approximately 18 months after the binding arbitration), which contains claims for defamation, breach of contract by fraudulent act, third party beneficiary of contract, and breach of written notice.*

The Plaintiff was only allowed to speak on one point. Breach of Written Notice is the only one the Plaintiff was allowed to address.

Page 2 Line 3 it states:

*... the same address Plaintiff identified when she filed the complaint which is the subject of this action.*

This was not the only subject of the Plaintiff's action.

Page 4 Para 2 it states:

*The Court further finds that Plaintiff's Motion to Reconsider as to her claim for defamation is denied on the additional ground that it is barred by the statute of limitations.*

The Plaintiff did have more than one form of defamation of character to present the Court within the statute of limitations. However, due to the denial of her rights she was not allowed to present them. This also applies to Breach of Contract.

Page 1 Para 2 Line 6

*An initial grievance hearing was held, where Plaintiff asserted claims of breach of contract accompanied by fraudulent intent, third party beneficiary of contract, and allegedly defamatory statements. The Neutral ruled in favor of TUV at the proceeding.*

The Plaintiff's causes of actions were not these for the Grievance, therefore, how could this have been the subject of the Grievance. Please provide proof.

Breach of Contract by Fraudulent Act ---- Plaintiff not allowed to address the Court

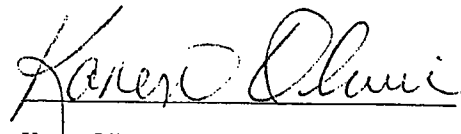
Third Party Beneficiary of Contract ----Plaintiff not allowed to address the Court

Defamation of Character----Plaintiff not allowed to address the Court

Again, the Plaintiff seeks to have her Right to Due Process not be compromised. There is more than enough evidence that is in Black and White that will corroborate the Plaintiff's claim. The Plaintiff makes the request to the good conscience of the Court to have a Hearing that does not violate her basic rights to Due Process.

10/29/13

Date



Karen Oliver, Pro Se

## Transcript

1           In the Court of Common Pleas for the  
2       State of South Carolina, County of Charleston

3  
4                                   Case No.: 2012-CP-10-8135

5  
6       Karen Oliver,  
7           Appellant,  
8       and  
9       Amanda Lawrence and Trident United Way,  
10           Respondent.

11  
12                               Transcript of Record

13  
14  
15  
16  
17  
18                               October 9, 2013  
19                               Charleston, South Carolina

20  
21  
22       BEFORE:

23                               The Honorable Judge J.C. Nicholson  
24  
25

## 1 APPEARANCES

2  
3 REPRESENTING APPELLANT:

4 Karen Oliver, Pro Se

5 1945 Ghana Street

6 John's Island, SC 29455

7 843-485-8065

8  
9 REPRESENTING RESPONDENT:

10 Christy Fagnoli, Esquire

11 Clawson and Staubes, LLC

12 126 Seven Farms Drive, Suite 200

13 Charleston, SC 29402

14 843-577-2026

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PROCEEDINGS

THE COURT: Good morning. Is Amanda Lawrence here?

MS. FARGNOLI: Karen Oliver, Your Honor.

THE COURT: I am sorry?

MS. FARGNOLI: Karen Oliver is the pro se person who brought the motion.

THE COURT: Karen Lawrence and --

MS. FARGNOLI: No, it should be -- I represent Amanda Lawrence and Trident United Way.

THE COURT: You represent Trident, right?

MS. FARGNOLI: Right, Your Honor. And Amanda Lawrence.

THE COURT: Sorry. Karen Oliver, is she here?

MS. OLIVER: Yes.

THE COURT: All right. Ms. Oliver, I dismissed your motion to reconsider back on August the 30th. You sent in something saying that you had mailed a motion to reconsider to the Court. I don't remember receiving it. Do you have anything that is showing me that you mailed it to the Court?

MS. OLIVER: No, sir, I didn't say that I mailed it. No, sir. On that I didn't say that I

1 mailed it. I said I presented a copy of it  
2 downstairs to the clerk.

3 THE COURT: Well, that is not what the rule  
4 says. The rule says that you mail it to the Judge  
5 to have him hear the motion for reconsideration;  
6 is that correct?

7 MS. FARGNOLI: That is correct, Your Honor.

8 MS. OLIVER: Excuse me. The rule, sir, the  
9 rule that was quoted there, it said that a copy  
10 had to be provided to the --

11 THE COURT: To the Judge, that is right.  
12 That hasn't been done; is that correct?

13 MS. OLIVER: Yes, sir, it has.

14 THE COURT: When did you send me a copy of  
15 it?

16 MS. OLIVER: I didn't mail it to you. What I  
17 did is when I filed the motion, back in May the  
18 23rd.

19 THE COURT: That is not sending me a copy of  
20 it.

21 MS. OLIVER: I provided a copy to the Clerk  
22 of Court to put in your --

23 THE COURT: I understand. You have to file  
24 it with the clerk and you have to send me a copy  
25 of it.

1 MS. OLIVER: Yes.

2 THE COURT: You did not send me a copy of it.

3 MS. OLIVER: The rule doesn't say that I have  
4 to mail it. The rule says that I have to provide  
5 you a copy. And what I did was I provided a copy  
6 to the clerk.

7 THE COURT: Well, filing a copy with the  
8 clerk is not providing me with a copy. Do you  
9 understand?

10 MS. OLIVER: I understand. I filed a copy  
11 that would go to the Court itself. And I also  
12 provided a copy to the Clerk of Court downstairs  
13 where I filed it for you. And that is when they  
14 asked me if I wanted to have it placed into your  
15 box. And I said, Yes, place it in his box. It  
16 doesn't -- the rule doesn't say that it has to be  
17 a correspondence.

18 THE COURT: Okay, all right. The issue, if I  
19 remember correctly, is that you didn't show up for  
20 mandatory arbitration plus the issue of the  
21 statute of limitation had run; is that correct?

22 MS. FARGNOLI: That is correct.

23 THE COURT: Let me hear why you didn't show  
24 up at the mandatory arbitration.

25 MS. OLIVER: I'll stand on that one. Sir,

1 mandatory arbitration, I was never duly notified.  
2 The attorney here presented a letter that was  
3 supposed to be sent to Ms. Lawrence and myself. I  
4 was never duly notified. I would have been to  
5 that meeting but I have never received a  
6 notification. I never received a copy of the  
7 results that was presented back in May also.  
8 Neither one. I asked for a certificate of service  
9 on that day. Neither one was provided.

10 THE COURT: If I remember correctly, the  
11 notice of the -- excuse me, the notice of the  
12 arbitration was mailed to you at your last known  
13 address; is that correct?

14 MS. OLIVER: Sir, no, ma'am -- no, sir.

15 THE COURT: Well, what is your address?

16 MS. OLIVER: My address is 1945 Ghana.

17 THE COURT: 1945 what?

18 MS. OLIVER: Ghana Street on John's Island,  
19 South Carolina, 29455.

20 THE COURT: I am sorry. What is the address  
21 again?

22 MS. OLIVER: 1945 Ghana Street, G-H-A-N-A  
23 Street, John's Island, South Carolina.

24 THE COURT: G-A-H what?

25 MS. OLIVER: Like the country Ghana,

1 G-H-A-N-A Street, John's Island, South Carolina,  
2 29455. And if you look at the Uniform Arbitration  
3 Act it says that when you are to notify someone of  
4 an arbitration and to duly serve them you have to  
5 do it personally or through registered mail,  
6 certified mailed. I received neither one.

7 And if I would have -- if I had received  
8 this, sir, I have been through all steps of my  
9 grievance and everything has come to me certified  
10 mail by request. And this right here, I never  
11 received an invitation, a notification for the  
12 binding arbitration.

13 I asked for a proof of service and it has not  
14 been provided to me, nor has proof of service for  
15 the decision that was made. The law states that I  
16 have to have -- be duly notified. For him to even  
17 go through with the arbitration he has to show  
18 that I was duly served, and I was never duly  
19 served.

20 Sir, I have been through all steps of that  
21 grievance, I even sent out a notice of breach  
22 for -- to breach of contract that relates to the  
23 grievance itself, the signed agreement. And I  
24 never got anything from the arbitrator.

25 THE COURT: Okay. Anything else?

1 MS. OLIVER: Yes. Yes, sir. Because if you  
2 are going to accept that Exhibit E, that is the  
3 arbitrator's supposed answer for that, then that  
4 also contains a breach of contract because it goes  
5 beyond the agreed time line of the guidelines, the  
6 member guidelines.

7 Also, if you do accept that it also has  
8 defamation of character in it. And I have  
9 documentation that will disprove the writings  
10 inside the Exhibit E that was presented on May  
11 13th, it contains false, false accusations. It is  
12 supposed to be facts, and it is not true.

13 I have documentation here that I filed  
14 downstairs that I will present to you and to  
15 counsel here if you will allow it that will  
16 disprove what he has written in there. Or who has  
17 written it for him, I don't know. But none of  
18 that actually holds up with the contract itself  
19 with the member guidelines. It -- I totally can  
20 disprove it. And it is not in -- and it would be,  
21 Documentation will not be hearsay; everything will  
22 be in writing.

23 So, if you do accept Exhibit E as being valid  
24 even though I was never duly served with the  
25 notification or the -- his decision, then that

1 documentation there I can prove to you that the  
2 contents of it is inaccurate. And it does so  
3 defamation of my character and it also breaches  
4 the contract.

5 The answer itself goes beyond the stated  
6 agreement. And there was no agreement made to  
7 amend that agreement which has to take place in  
8 order for that contract not to take -- not to be  
9 valid.

10 THE COURT: Okay. Anything else?

11 MS. OLIVER: Well, I would like to say that,  
12 you know sir I, in good faith, I went through the  
13 process and I even tried to come up with an  
14 amicable solution with the Defendants and I was  
15 never responded back to after a certain point. I  
16 asked for a -- an investigation of my rights by  
17 those who are listed in that -- that answer by the  
18 arbitrator, the answer by the arbitrator, and I  
19 never was responded to.

20 So it was like, you know, if we just ignore  
21 her or don't actually give her her rights in this  
22 process, then Ms. Oliver will go away. But  
23 Ms. Oliver was waiting. I did every step up until  
24 that point to where I was never duly notified. I  
25 never received anything.

1           And proof of service is the law. And for him  
2           to have even gone forward with this, it states,  
3           the law states that he has to have duly served me  
4           personally or with registered mail, certified  
5           mail.

6           THE COURT: Well, someone by the name of  
7           Karen Oliver signed receipt for that letter on  
8           February the 20, 2015.

9           MS. OLIVER: Okay, if you look at that, that  
10          is not --

11          THE COURT: Did you sign for it?

12          MS. OLIVER: That is not for that letter.  
13          That right there is for a letter from the  
14          attorney. This took place back on October the  
15          7th, 2011. When you look back on May 13th when we  
16          had that hearing she presented it as a receipt of  
17          a certification.

18          THE COURT: You are saying that that is a  
19          receipt for the notice of the motion; is that  
20          correct? Is that what you signed for?

21          MS. OLIVER: No, I am saying -- yes, I am  
22          saying that that is the motion.

23          THE COURT: That is what you signed for, a  
24          notice for motion and a motion to dismiss, right,  
25          that is what you signed for?

1 MS. OLIVER: Yes, sir.

2 THE COURT: Okay.

3 MS. OLIVER: But I never signed for anything  
4 because I never received it from the arbitrator or  
5 even the Plaintiff -- I mean, the Defendant about  
6 the arbitration itself. I never got anything.

7 Otherwise, I would have signed it. I have  
8 signed everything that has come forward to me.  
9 And then it would be tracked if they did send it  
10 to me.

11 THE COURT: Okay. Anything else?

12 MS. OLIVER: They didn't send it to me and  
13 the law states that they have to.

14 THE COURT: Thank you very much. I'm glad to  
15 hear you.

16 MS. FARGNOLI: Thank you, Your Honor. First  
17 I would like to focus on Rule 59G. I don't think  
18 that Ms. Oliver has provided you a copy as  
19 provided by the rule. There's no proof of that.

20 THE COURT: Well, I will take her by her word  
21 that she provided a copy by filing it in the  
22 clerk's office and putting it in my box  
23 downstairs. I'll accept that as she provided me  
24 with a document, okay?

25 MS. FARGNOLI: Fair enough.

1 THE COURT: Obviously it would have been a  
2 lot better if she would have sent that. I'll  
3 accept that, okay. If that's what she did, I'll  
4 take her word for it.

5 MS. FARGNOLI: Sure. Secondly, I think her  
6 motion should be denied on the merits. We haven't  
7 heard any new evidence here today. All of the  
8 stuff we talked about service and notice of the  
9 arbitration are all things that we talked about at  
10 the last hearing.

11 THE COURT: Well, let me ask you this. I  
12 understand. She said that she was never served  
13 with the notice of the arbitration, and she is  
14 required to be served either by mail or personal  
15 service. I'm not sure -- was the contract under  
16 the Federal Arbitration Procedures or the State  
17 Arbitration Procedures, or what was the  
18 arbitration contract or agreement under?

19 MS. FARGNOLI: Let me say first, I do have a  
20 copy of the letter that she was sent noticed her  
21 of the hearing.

22 THE COURT: I'm asking you if that was  
23 sufficient. First of all, is it under the State  
24 or Federal Arbitration Procedures?

25 MS. FARGNOLI: I believe that it's State.

1 MS. OLIVER: It is.

2 THE COURT: Ma'am, I'm not talking to you.  
3 Don't interrupt, okay.

4 MS. OLIVER: Yes, sir, sorry about that.

5 MS. FARGNOLI: Your Honor, I believe that it  
6 is State, but I need to double check.

7 THE COURT: The contract will, I assume,  
8 specify. Will you look and see?

9 MS. FARGNOLI: I'm trying to look and see.  
10 Just a second.

11 THE COURT: Okay.

12 MS. FARGNOLI: Your Honor, it doesn't  
13 specify.

14 THE COURT: It doesn't specify. My next  
15 question to you, under the State rules are you  
16 required to serve by personal service or certified  
17 mail, or is normal routine mail sufficient? Or  
18 does it specify one way or the other?

19 MS. FARGNOLI: I'll be honest, I'm not sure.

20 THE COURT: How about under the Federal  
21 rules?

22 MS. FARGNOLI: Same, I will be honest, I'm  
23 not sure.

24 THE COURT: I'll get my law clerk to research  
25 that issue.

1 MS. FARGNOLI: Sure.

2 THE COURT: If you or the arbitrator or  
3 someone was required to serve her personally by  
4 certified mail or personal service, obviously that  
5 wasn't done. If the rules require that I'm going  
6 to order a new arbitration. If the rules don't  
7 require that, and obviously she received the  
8 letter, it was mailed to her, of June the 1st,  
9 2011, Mrs. Karen Oliver, 1945 Ghana Street, John's  
10 Island, notifying her of the arbitration date. I  
11 don't know if she did receive it or not. She says  
12 that she didn't. But my question is, is that  
13 sufficient notification for the arbitration, okay.

14 Now, if you want to do a little research and  
15 submit me a very quickly a short memorandum, or I  
16 can let my law clerk look it up, whichever you  
17 prefer.

18 MS. FARGNOLI: I'm happy to look it up and  
19 send you what I find.

20 THE COURT: I don't know if it requires  
21 personal service or not or if a routine letter is  
22 sufficient. I know the practice is to send the  
23 letters.

24 MS. FARGNOLI: Sure. I'll take a look at  
25 that and e-mail you and your law clerk.

1           THE COURT: Like I said, if the rules require  
2           it she gets a new arbitration. If the rules don't  
3           require it, I'll say that she had notice of June  
4           the 1st, 2011.

5           Thank y'all very much.

6           (Whereupon, the hearing concluded.)

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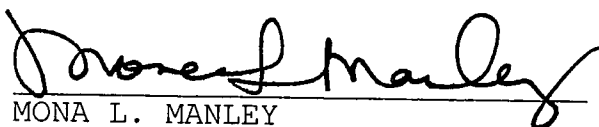
1  
2 CERTIFICATE

3  
4 STATE OF SOUTH CAROLINA:

5 COUNTY OF CHARLESTON

6 I, MONA L. MANLEY, Court Reporter, certify that I was  
7 authorized to and did stenographically report the foregoing  
8 proceedings and that the transcript is a true and complete  
9 record of my stenographic notes.

10 DATED this 20th day of September, 2014.

11 

12 MONA L. MANLEY  
13 Official South Carolina Court Reporter  
14 Circuit Reporter for the 14th Circuit  
15 (850) 893-6662  
16 mmanley@scccourts.org  
17  
18  
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21  
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Exhibit: Plaintiff's (Appellant's) Filed Supplemental Exhibits Coversheet and Plaintiff's  
(Appellant's) Certificates of Service and Defendants' (Respondents') Certificate of Service

State of South Carolina  
Charleston County

Common Pleas  
Case: 2012-CP-10-8135

FILED  
2013 OCT -9 AM 8:34  
JULIE J ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

Karen Oliver

Vs.

Plaintiff's Supplemental Exhibit to Support  
Motion for Reconsideration

Amanda Lawrence

Trident United Way

Plaintiff submits the following supplemental Exhibits in support of Motion for  
Reconsideration:

- Exhibit I: Copy of Emails
- Exhibit J: Copy of receipts
- Exhibit K: Award Letter from First Financial
- Exhibit L: Childcare Benefits Award Agreement
- Exhibit M: Fax defamatory letter to childcare provider from Amanda Lawrence and  
Letter from Bonnie Bella, *Letter to Karen and others*
- Exhibit N: Recertification letter from First Financial
- Exhibit O: Copy of Email from Amanda Lawrence
- Exhibit P: Redelivery info from U.S. Postal Service, copy of letter sent to Janice  
McKinney and Amanda Lawrence
- Exhibit Q: Copy of letter dated 12-15-10 from Amanda Lawrence, Copy of Fedex receipt
- Exhibit R: Copy of contract with Cathy Liska
- Exhibit S: Copy of Notice of Breach to TUW CEO and follow-ups
- Exhibit T: Copy of Email of Notice of Breach
- Exhibit U: Copy of letter to Chairman of Board of Notice of Breach
- Exhibit V: Copy of Certified Letter to CEO due to lack of response
- Exhibit W: Copy of Face Sheet Application to AmeriCorps, *Copy of Email*
- Exhibit X: Copy of letter to Emily Thompson of rights violation
- Exhibit Y: Copy of Approved Time Sheet, *Disciplinary Actions/Probation Policy*

10-9-13  
Date

  
Karen Oliver, ProSe  
*1945 Ahana St.  
Johns Island, SC 29455*

12-CP-10-8135

**Certificate of Service**

The undersign hereby certifies that a true copy of the foregoing pleadings will be served upon the opposing Counsel on the 9 day of October 2013 via hand delivery at the hearing of the same date.

10-9-13  
Date

  
Karen Oliver, ProSe

**FILED**  
2013 OCT -9 AM 8:34  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
October 10, 2013

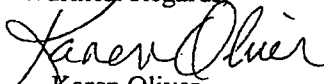
Clerk of Court  
100 Broad Street, Suite 106  
Charleston, South Carolina 29401-2258

Re: 12-CP-10-8135  
Subject: Amended Certificate of Service

Dear Clerk of Court:

I am requesting that an Amendment of Certificate of Service be made. I attempted on October 9, 2013 at the Motion for Reconsideration hearing to have the judge to receive his copy and the opposing counsel her copy, but the judge refused to allow it. Therefore, an alternate Certificate of Service is being implemented via Certified Mail 7009 2820 0004 1073 6803 to Christy Fagnoli on this date. Please see the enclosed Certificate of Service form and when the Return Receipt (Green Card) is return I will forward a copy to your office. Please see the attached copy of the letter sent to Christy Fagnoli in reference to this and the request for Discovery Items. Please File. I am hand delivering a copy for Judge Nicholson to the clerk's window to be placed in his box to keep within the scope of the law. Please let me thank you in advance.

Warmest Regards

  
Karen Oliver

Enclosures/ko

CC: File

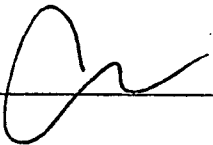
*Rev. 10-17-13  
Green Receipt Card Attached. KO*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing pleading(s) has been served upon opposing counsel on the 13 day of May, 2013 via:

|                                     |                              |
|-------------------------------------|------------------------------|
| <input type="checkbox"/>            | United States Postal Service |
| <input type="checkbox"/>            | Facsimile                    |
| <input type="checkbox"/>            | Electronic Email             |
| <input checked="" type="checkbox"/> | Hand delivery                |

→ TO BE HAND  
DELIVERED TO  
PRO SE PLAINTIFF  
AT THE 5/13/13  
HEARING.



FILED  
2013 MAY 13 PM 1:55  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

Plaintiff's (Appellant's) Exhibit H

## Grievance Hearing

1. On 12-16-10 I received a letter sent by FedEx Express informing me of my release from the AmeriCorps Financial Stability Program dated 12-15-10. Reason: You have not responded to communication sent via Express Mail letter on December 9 or to the voicemail left for you on December 8 notifying you about the letter and a request for a meeting to discuss the terms of your probation. Please See Attachment One.

Response: Amanda Lawrence left a message on my phone but gave no specifics about the proposed meetings. I have the recorded message to play. Secondly, Amanda Lawrence knew that I did not receive the mail prior to initiating this release. She sent it via Express Mail which allows both sender and recipient to track its whereabouts. She would know its whereabouts. Amanda Lawrence knew that I was not in receipt of the Express Mail sent via U.S. Postal Service and then sent the letter of release via FedEx Express. So if she could not rely on the means of transmittal of the correspondence via Express Mail then how can I be held liable for this unreliable choice?

On Friday I left to spend my weekend quietly upon my return on Monday evening I retrieved the postal slip indicating that I had mail at the Post Office. When I went there on Tuesday, December 14, 2010 the Post Office was closed. It was not going to reopen until 2:30—the pickup time for my child at school. By the time that I returned the Post Office it was closed. The hours have recently been cut back.

I went to another Post Office to inquire if they could get the mail. I was advised to use the Redelivery option online. I did make the attempt and the mail was not found. It indicated that it was returned. I then got the letter via FedEx Express indicating my release for lack of response. I then went to the website and printed off the information that showed this and another article as being returned. Please See Attachment Two.

Unreliability: On Saturday, December 18, 2010 while at the Post Office to take care of other business, I inquired about the mail. Consequently, all of the mail was still at the Post Office. So the redelivery information was incorrect stating that it was returned. Also, Amanda Lawrence knew that I had not received the mail, but still released me from the program. This was the same day that Communities in Schools received a request to have an inquiry into the false allegations made about me by their Student Support Specialist. After it was brought to my attention at the 12-3-10 meeting I made a request for an investigation into these inappropriate actions. Please See Attachment Three. Also, after finding the Post Office Express Mail was not sufficiently reliable a switch was made to FedEx Express without regards to the aggrieved party. \$15.95 was paid for the Express Mail service and it did not serve the intended purpose.

I contacted Janice McKinney and Amanda Lawrence to notify them about just receiving the letters that the Post Office labeled as being returned. I followed through on their request for 24 hour notification after receipt. I faxed and mailed each response to them. I have not gotten a response.

Grievant's position: Revoke the release from program adverse action since Amanda Lawrence knew I was not in receipt of mail. Therefore, I could not respond to the letter I had not yet received. Also, if the lack of response determined my release then her knowledge that I had not received the mail should have preempted the decision and an informed one be made. The

Exhibit H  
page 194

insurance, rescheduling of any trainings missed. I will be at the same place prior to this unjustified act of release.

2. The 12-3-10 meeting that took place at the Trident United Way board room @ 10:00. The meeting did not follow the terms of the member's guidelines. I have on three occasions requested the minutes from the meeting to date I have not been provided with a copy. The refusal by Amanda Lawrence and Janice McKinney to provide with a copy of the minutes that I will use to substantiate my other claims has dictated that I include this continued refusal in my Grievance to gain access to the minutes. The actions of the allege suspension and those prior and beyond will be challenged once this is made available.

**Grievant's Position:** A copy of the minutes of the 12-3-10 meeting and the names of all in attendance be provided.

3. December 9, 2010 correspondence states that I could not attend the December 8, 2010 meeting. It should also include that it was cancelled not only due to me, but also someone else. Please See Attachment Three.

**Grievant's Position:** Retract this misleading letter

4. The reimbursement of monies paid to after school program.

**Grievant's Position:** Reimburse the funds paid to after school program. I am providing proof of payments made as told on 12-3-10. Please See Attachment Four.

5. The reimbursement for mileage.

**Grievant's Position:** The minutes of the 12-3-10 meeting will substantiate this claim. Therefore, if number 2 is honored I can further this claim.

Exhibit H  
page 2 of 4

Attachment Seven  
page 192



**Disciplinary Meeting Summary: December 3, 2010 at 10:00 am**



**In Attendance:** Bonnie Bella, Amanda Lawrence, Janice McKinney, Emily Thompson, Karen Oliver, Sandra Glese

**Purpose:** Address issues outlined in Memo sent via certified mail: • Failure to respond to staff instructions or communications.

• Unauthorized absences from three staff meetings.

• Failure to properly execute or turn in timesheets.

Exhibit H  
page 394

| Topic                                                                       | Discussion                                                                                                                                                                                                                                                                                                  | Outcome                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Conduct of Meeting</b>                                                   | Amanda Lawrence referenced certified letter                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Member was not aware that all parties listed in attendance would be present | Bonnie Bella and Amanda Lawrence confirmed with member that meeting would only proceed with members approval                                                                                                                                                                                                | Member agreed to proceed with meeting and requested computer access if email is needed to reference<br>* Bonnie Bella assured member she would have access to computer for email reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Verbal Warning</b>                                                       | Member stated she was not given a verbal warning in regards to disciplinary action taken                                                                                                                                                                                                                    | Amanda Lawrence stated email communication and telephone messages were made to schedule a meeting in regards to a verbal warning, but member did not respond or reply to messages left                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Compliance Issues</b>                                                    | Amanda Lawrence addressed members failure to submit: <ul style="list-style-type: none"><li>• Activity Reports</li><li>• Additional Service Time Sheets</li><li>• Electronic Time Sheet for the month of November</li><li>• Failure to respond to email or telephone communication and instruction</li></ul> | Member reported:<br><b>Activity Report-</b> No response/comment<br><b>Additional Service Time Sheets-</b> Habitat Re-Store and Low Country Food Bank have sign-in sheets<br><b>Poverty Simulation-</b> Has paperwork but has not turned in paperwork<br><b>Electronic Time Sheet-</b> Had questions about email sent from Janice McKinney regarding DIRECT and INDIRECT service<br>* Member never communicated concern or responded to email sent regarding concerns of DIRECT or INDIRECT service to Janice McKinney<br><b>Failure to respond to email or telephone communication and instruction-</b> No gas money to meet<br>* Member did not communicate the issue of gas money via email or telephone communication to Janice McKinney or Amanda Lawrence |
| <b>Mandatory Member Meeting</b>                                             | Bonnie Bella addressed member's failure to attend 3 mandatory member meetings                                                                                                                                                                                                                               | Member would not be able to attend Mandatory Meeting because of childcare situation.<br>Member visits childcare provider to monitor childcare provided.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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Attachment Seven Page 2 of 2

|            |                                                                                              |                                                                                                                                                |
|------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Childcare  | Member provided an award letter from First Financial stating she has been approved childcare | Emily Thompson shared with member that her childcare balance has been paid thus far and First Financial should take responsibility for payment |
| Next Steps | Member expressed she is willing to move forward with AmeriCorps Service                      | Meeting scheduled for 12/8/2010 at 2:00 pm to discuss Probationary Period and Provisions                                                       |

Exhibit H  
page 494

**Plaintiff's (Appellant's) Exhibit X**

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
March 18, 2011

Emily Thompson  
United Way Association of SC  
P.O. Box 5655  
Columbia, SC 29250

RE: CERTIFIED MAIL 7009 2820 0003 2413 8410  
Subject: Rights Violation

Dear Emily Thompson:

I am submitting this correspondence in relation to the mail referenced above. It appears that your office has failed to ensure that the proper implementation of the Binding Arbitration guidelines has been followed. Amanda Lawrence has refused or been unwilling to respond to the documentation that was submitted via e-mail and faxed on 2-18-11. This lack of proactive response violates my rights in accordance with the guidelines and has legal ramifications. Please review the guidelines and the material submitted to Amanda Lawrence and you should concur. Therefore, I am not accepting your choice for Arbitrator because Step 1 of the process has been willfully ignored by Amanda Lawrence. I am requesting an inquiry into the violation of my rights in this process. Your office should ensure that my rights are not violated. A lawful and proper implementation of Section D of the Grievance procedure/guidelines has been failed to be adhered to by the Trident United Way's AmeriCorps leadership---Amanda Lawrence. It has been over a month and no response to my adherence to the guidelines has been made. The lack of proactive stance by Amanda Lawrence has greatly flawed the process. An immediate inquiry is being requested.

Consequently, it was not until Patrick Corvington's office received my documentations via fax and mail did I receive a response from your level. Given the amount of time that has elapsed due to Amanda Lawrence's refusal or unwillingness to respond I am requesting that your office respond within 7 days. Enough time has been wasted.

Next, in accordance with the Freedom of Information Act (FOIA) I am requesting a copy of the approved grant for Trident United Way's AmeriCorps program with the United Way stamp affixed to it. Also, I am requesting a copy of the program's policy on suspension and termination that was disseminated to participants prior to December 1, 2010. I am also requesting a copy of the official notes taken at the 12-3-10 meeting by Human Resources personnel Sandra Geise, who was in attendance for that purpose as explained by Bonnie Bella. You witnessed and even advised Amanda Lawrence that I should be given a copy after I requested it on that date. To date I have not received the official copy. Please forward the name of the person from Communities in Schools who contacted (include date and time) Janice McKinney and provided the false information of my presence at E.L. Frierson on 11-18-10 as discussed at the 12-3-10 meeting. In accordance with FOIA I have a right to this material in the discovery phase of this matter. Please ensure that my rights are not violated again in this matter. False information was provided by Trident personnel (Janice McKinney) to the so-called Neutral Party that Sandra Giese's presence at the meeting (12-3-10) was not for that purpose and Bonnie Bella did not explain that when I opened with my reservations. You were there and know what took place and God will hold you accountable for the way you respond. I know God will hold them accountable.

As I stated to everyone at the first Friday luncheon on 9-3-10 "I believe in AmeriCorps." Servitude is what I have taught my family over the years and they give back. It's a contradiction to see some at an agency that promotes giving, living united and advocating not do it. Ironically, many in my community still contact me for this program. What the Most High God has for me no devil can stop regardless of who the devil uses. I have been falsely accused, had false witness bared upon me and benefits wrongfully taken away and by the grace of God I am still standing. As we go through this season commonly accepted as the celebration of the resurrection, God will restore all that has been wrongfully removed. I have no doubt because God is just that great to have an empty tomb there to show

Exhibit X  
page 102

Himself strong and to be El Shaddai! That is why my family must celebrate the birth, death and resurrection everyday not just for a season.

Emily Thompson please let me thank you in advance for your time and cooperation in this matter. I look forward to receiving the findings of your investigation/inquiry into the violation of my rights in the Grievance process along with the items requested in accordance with the Grievance discovery process and FOIA. So then I may be afforded the same opportunity in the Grievance process as AmeriCorps intended with fairness and equitable distribution. I am mailing this March 18, 2011 two copies with witnesses.

Respectfully submitted,



Karen Oliver

CC: Patrick Corvington, CEO  
Legal Dept.

Exhibit X  
page 2 of 2

**Plaintiff's (Appellant's) Exhibit S**

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(843) 793-4766  
May 10, 2011

Chris Kerrigan, President  
Trident United Way  
6296 Rivers Avenue #200  
North Charleston, SC 29406-4958

CERTIFIED MAIL 7009 2820 0004 1073 6834

RE: BREACH OF CONTRACT  
Subject: Grievance

Dear Chris Kerrigan:

I am submitting Certified Mail 7009 2820 0004 1073 6834 to inform of the Breach of Contract that has taken place by the Trident United Way's representatives: Bonnie Bella, Senior V.P. of Community Building and Amanda Lawrence, Director of Income/Program Director of the Financial Stability Project AmeriCorps Program. The breach includes:

- Failure to perform as promised
- Making it impossible for the other party to perform its obligations
- An indication that the party does not intend to perform as promised

Please review Attachment One. Section D Binding Arbitration on page 26 states:

*The grievant may request a binding arbitration if a grievance hearing decision is adverse or if no decision is made within 60 days of filing of the grievance. The arbitrator must be independent and selected by the agreement of the parties. If the parties cannot agree upon an arbitrator, the Corporation's Chief Executive Officer (the federal agency administering AmeriCorps) will appoint one within 15 calendar days after receiving a request from one of the parties.*

On March 29, 2011, Correspondence received via UPS overnight service from Heather J. Alarcon, Associate General Counsel acknowledges that a notice had been received that the parties in the matter of a grievance filed by Karen Oliver with Trident United Way have been unable to agree on an arbitrator and have requested that the Corporation appoint an arbitrator pursuant to the governing regulations. Please review Attachment Two. Further, please note that on March 3, 2011 I contacted Patrick Corvinton's office via fax and mail due to the lack of proactive response from Amanda Lawrence concerning my request for the Binding Arbitration and asked his office to step in and investigate the violation of my rights and for the review and appointment of Arbitrators. Please see Attachment Three-the Facsimile Transmittal results. At that point the time limit should have been instituted. However, in good faith I allowed further time since Emily Thompson on March 9, 2011 tried to cover for the lack of response by Amanda Lawrence. Nevertheless, if we just go by the letter received from the Corporation more than 40 days have passed and no Arbitrator has been assigned and no further response received. This directly violates the contract.

Trident United Way did not ensure that the steps outlined in the signed contract was met in the time framed listed. The United Way Association of SC, who oversees the AmeriCorps program's function at the state level was kept abreast of the matter and did not ensure that the procedures were followed in accordance with the terms of the contract. This includes Timothy Ervolina, President and Emily Thompson, Director of Community Impact. Consequently, the last email that I received from Timothy Ervolina on April 26, 2011 indicates he was fully aware of the Grievance and refused or was unwilling to comply with the 3<sup>rd</sup> request for Discovery items thus, further making it impossible for the other party (I) to perform its obligations in this contractual agreement. Please see Attachment Four.

Exhibit  
5 page 195

Certified Mail 7010 1870 0003 6917 7997 received from Bonnie Bella, Senior V.P. for Community Building, in reference to the slander and libel (defamation of character) investigation indicates that the Grievance protocol would be followed. She did not ensure that protocol was adhered to under her watch. She expressed in the aforementioned letter that she supervises Amanda Lawrence. Please see Attachment Five.

The following actions are being requested but is not limited to:

**Actions Requested:**

1. All requests be met listed in the Grievance by Trident United Way
2. All hours missed from school sites and community activities be credited in full
3. All legal fees be paid by Trident United Way
4. All fees incurred by this event be paid by Trident United Way
5. Unspecified punitive damages be paid by Trident United Way
6. Reimbursement for mileage to all AmeriCorps members
7. Help for the five families I was trying to assist prior to my wrongful termination; These families did not qualify for the Safety Net program, but were in dire need of help. Direct help from the Trident United Way since I was no longer allowed to provide them with help at the time.

I am requesting that you respond to this matter in a timely fashion (i.e., within 4 days of receipt of Certified Mail 7009 2820 0004 1073 6834. I will fax (843.566.7193) and email ([ckerrigan@tuw.org](mailto:ckerrigan@tuw.org)) acknowledgement to you of this correspondence being delivered and received by the Trident United Way. I have tried to seek an amicable solution throughout this matter. As I stated on 9-3-10 "I believe in AmeriCorps." The principle embodies what Yeshua the Messiah (Jesus Christ) showed all to do with all of our brother and sisters particularly those in need and that is, to help.

I am a single mother of three children. I have given and continue to give my all in the positive rearing of my family which includes giving back through performing community service. The actions of the Trident United Way's representatives tried to derail my efforts. Your agency representatives adversely affected my family in every area that you claim to help in the community: Income, Health and Education. However, God said, "No more to their efforts." I have been told that I was doing 2-1-1 before I ever got associated with the 2-1-1 program. To date I am still being contacted by those in my community in relations to this program. Again, I expressly ask that you please assist the five families who desperately needed help prior to this ordeal starting back in December 2010. I realize that me having to go through this horrible, stressful and totally mean ordeal is much bigger than myself. I give thanks and praises to the Most High God who is El Shaddai!!! To the Most High God, His Son, the Holy Ghost and the Holy Spirit.

In closing, it is ironic that the Trident United Way is entrusted with the funds willfully given by those in the community to assist others through grants to various local agencies. Agencies who apply must be scrutinized to ensure that they are following guidelines as written. However, when federal grant monies is entrusted to Trident United Way they did not uphold the protocols as outlined. Possibly a do as I say not as I do mentality. The Boys Scouts of America would find this totally unbecoming along with many others in our community.

I look forward to your response within four (4) days of receipt of this letter. Enough time has elapsed. On April 6, 2011 I was told by a child of the Most High God the following: Allow the prophetic word of God in 2 Chronicles 20:15-17 to manifest itself in your life! To God be the glory!!! I receive His blessings!!! You are commanded to do the right thing in this matter!!! It is now between you and the Most High God!!! Please have a good day and I look forward to your response within the above prescribed time frame.

Respectfully submitted,

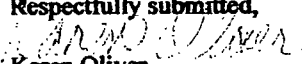
  
Karen Oliver  
May 10, 2011

Exhibit 5  
page 295

CC: Board members Trident United Way and United Way Association of SC  
Bonnie Bella  
Amanda Lawrence  
Timothy Ervolina  
Emily Thompson

Author's Endnote: Bonnie Bella's position is described as Senior Vice President (V.P.) of Community Building on the Trident United Way's website. However, in her correspondence dated January 6, 2011 she referenced it as Senior Vice President of Community Impact. Please note that I am referring to the same person within the contents of this Breach of Contract notification. Again, thank you for timely attention to this very important matter.  
[End of letter, submitted by Karen Oliver May 10, 2011 via Certified Mail 7009 2820 0004 1073 6834.]

Exhibit 5  
page 395

5/11/2011

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[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: **7009 2820 0004 1073 6834**

Expected Delivery Date: **May 11, 2011**

Class: **First-Class Mail®**

Service(s): **Certified Mail™**

**Return Receipt**

Status: **Delivered**

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 2:52 pm on May 11, 2011 in CHARLESTON, SC 29406.

#### Detailed Results:

- Delivered, May 11, 2011, 2:52 pm, CHARLESTON, SC 29406
- Arrival at Unit, May 11, 2011, 6:06 am, CHARLESTON, SC 29406
- Acceptance, May 10, 2011, 4:39 pm, NORTH CHARLESTON, SC 29418

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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FOIA



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USPS Logistics  
USPS Logistics

Exhibit S  
page 495

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(843) 793-4766  
May 12, 2011

Chris Kerrigan, President  
Trident United Way  
6296 Rivers Avenue #200  
North Charleston, SC 29406

RE: CONFIRMATION OF RECEIPT CERTIFIED MAIL 7009 2820 0004 1073 6834  
Subject: Notice of Breach of Contract

Dear Chris Kerrigan:

I am submitting the confirmation of receipt of Certified Mail 7009 2820 0004 1073 6834 addressed to you by the Trident United Way as alluded to in the aforementioned mail. The confirmation will be faxed (843.566.7193) and emailed ([ckerrigan@tuw.org](mailto:ckerrigan@tuw.org)). Please make any communications to me via Certified Mail in keeping with the same format as previously requested. Let me thank you in advance for your time and consideration in this very important matter. Please have a good day.

No weapon that is formed against thee shall prosper every tongue that rises against thee in judgment thou shall condemn. This is the heritage of the servants of the LORD, and their righteousness is of me, saith the LORD.  
ISAIAH 54:17

Ye shall not need to fight in this battle, set yourselves, stand ye still, and see the salvation of the LORD with you.  
2Chronicles 20:17

Respectfully submitted,



Karen Oliver  
May 12, 2011

Exhibit S  
page 585

Plaintiff's (Appellant's) Exhibit M




Trident United Way

# **United Way Investment Areas**

Education

Income

Health

## **United Way Initiatives**

Links to Success

2-1-1 Hotline

Day of Caring

Child Care  
Resource & ReferralFinancial Stability  
Project

Housing Counseling

Community Issues  
Management

AccessHealth

Volunteer Income Tax  
PreparationTrident United Way  
6296 Rivers Ave.  
North Charleston, SC  
29406(843) 740-9000  
(843) 566-7193 fax  
email: [tuwc@tuw.org](mailto:tuwc@tuw.org)  
[www.tuw.org](http://www.tuw.org)

LIVE UNITED.

## **Memo**

To: Mr. Kenzie and the Jump Indoors Staff, Jump Indoors  
 From: Amanda Lawrence, Program Director  
 CC: Dave McRae, SC State Commission for National and Community Service  
 Bonnie Bella, St. VP of Community Impact  
 Janice McKinney, Program Coordinator  
 Date: November 30, 2010  
 RE: Payment for Karen Oliver's Childcare

I received your fax communication with the invoice amount of \$1,478 as of November 22, 2010 for the afterschool care of Karen Oliver's two children, Isiah and Musaiah Oliver.

As I shared during our conversation, the SC State Commission for National and Community Service will send a check in this amount. The check will be made payable to Jump Indoors and sent to the address on your invoice.

This payment is being made in a show of good faith because your organization has provided services from August until November. However, after the invoice date, the Commission will be no longer responsible for payment for the care of Ms. Oliver's children. This is because of her refusal, after several communications, to submit a required affidavit to receive this benefit.

In many discussions with your staff, I explained that the vendor providing the childcare services payment was not providing proper follow-up. While that situation has been addressed by the State Commission and Corporation for National and Community Service, required documentation must be submitted by all applicants to receive the benefit and this has information has not been completed by Ms. Oliver. Therefore, any continued service your company provides to Ms. Oliver for afterschool care is her financial responsibility.

We appreciate your patience in this matter. Please feel free to contact me if you have any additional questions.

Exhibit  
M  
Page 19

Please remember Trident United Way in your estate plans and let us know when you do.

Page 1 of 2

**United Way  
Investment Areas**

Education

Income

Health

**United Way  
Initiatives**

Links to Success

2-1-1 Hotline

Day of Caring

Child Care  
Resource & Referral

Financial Stability  
Project

Housing Counseling

Community Issues  
Management

AccessHealth

Volunteer Income Tax  
Preparation

Trident United Way  
6296 Rivers Ave.  
North Charleston, SC  
29406

(843) 740-9000  
(843) 566-7193 fax  
email: [tuwc@tuw.org](mailto:tuwc@tuw.org)  
[www.tuw.org](http://www.tuw.org)

LIVE UNITED.

January 6, 2011

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455-8116



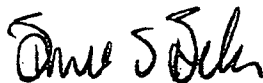
Dear Karen,

Your letters dated December 18, 2010 and December 21, 2010 were received. Based on your complaint an investigation was immediately conducted and the team that conducted the investigation found no reason to believe that there was any defamation of character against you.

Your letter of December 18, 2010 stated that you would be forwarding two grievance requests to Trident United Way. We are committed to following the grievance procedure as outlined in your AmeriCorps member handbook. If you are still interested in filing a grievance, please indicate what steps you would like to take, the reasons you want to file a grievance and the remedy you are seeking. As stated in the grievance procedure, any grievance request should be sent to the Program Director, Amanda Lawrence, whom I supervise. Also, please include current contact information where you can be reached. The Program Director will take the necessary steps to follow the Corporation for National and Community Service and State Commission protocol.

In the letter of release dated December 15, 2010, you were asked to return the AmeriCorps issued equipment (laptop, carrying case, wireless card, printer and all other items) to Janice McKinney at the Trident United Way main office. However, you have not returned any of the equipment, some of which includes confidential and proprietary information. We request that you return the above listed equipment by Friday, January 14 to the front desk receptionist at the Trident United Way main office located at 6296 Rivers Avenue between the hours of 8:30 a.m. and 5:00 p.m. Monday-Friday.

Sincerely,



Bonnie Bella  
Senior Vice President of Community Impact

Exhibit M  
page 2 of 2

**United Way  
Investment Areas**

Education

Income

Health

**United Way  
Initiatives**

Links to Success

2-1-1 Hotline

Day of Caring

Child Care  
Resource & Referral

Financial Stability  
Project

Housing Counseling

Community Issues  
Management

AccessHealth

Volunteer Income Tax  
Preparation

Trident United Way  
6296 Rivers Ave.  
North Charleston, SC  
29406

(843) 740-9000  
(843) 566-7193 fax  
email: [tuwc@tuw.org](mailto:tuwc@tuw.org)  
[www.tuw.org](http://www.tuw.org)

**LIVE UNITED.**

# **Memo**

To: Karen Oliver  
From: Amanda Lawrence, Program Director  
Janice McKinney, Program Coordinator  
CC: Bonnie Bella, Senior Vice President of Community Impact  
Dave McRae, AmeriCorps State Commissioner  
Date: December 1, 2010  
RE: **Childcare Payment for Afterschool Care**

The purpose of this memorandum is to notify you that the SC State Commission for National and Community Service will be paying the balance for your childcare bill through November 22, 2010. After that time, any services rendered by Jump Indoors to you are your financial responsibility because of your failure to supply First Financial, the childcare vendor, with the required tax affidavit necessary for you to claim this benefit as an AmeriCorps member.

You have been offered assistance to complete this form a number of times in phone conversations and via email. Additionally, the vendor has shared that they have instructed you to submit this information in order to receive the benefit. Because of your delay and/or unwillingness to submit this information, in spite of efforts to expedite your application, the AmeriCorps program can no longer support the claim to Jump Indoors that payment will be received.

All AmeriCorps members are ultimately responsible for completing the proper paperwork for benefits offered in this program. There are no exceptions for requirements and therefore, if all forms are not completed and submitted, the member cannot claim the benefit. This is the case with the tax affidavit required for the childcare benefit program when a member has not filed income taxes.

Please remember Trident United Way in your estate plans and let us know when you do.

Exhibit M  
page 390

Plaintiff's (Appellant's) Exhibit R

### Agreement for a Neutral-Facilitated Grievance Hearing

**Neutral-Facilitated Grievance Hearing** will be process wherein the grievant has the opportunity to present a complaint, those named have the opportunity to respond to the complaint, and the neutral facilitator will make a decision based on the information received and the guidelines established by the member guidelines grievance procedure

**The parties to this agreement are as follows:**

Signature: Ammanda Lawrence

Representing: AmeriCorps Financial Stability Project

Signature: [Signature]

Representing: AmeriCorps Financial Stability Project

Signature: \_\_\_\_\_

Representing: \_\_\_\_\_

Signature: Cathy Liska

Representing: Neutral Facilitator

**The neutral shall not be liable to the parties for any act or omission relating to these processes, nor shall the neutral be subject to subpoena or other process in any proceedings relating to these processes.**

**All parties hereby agree to participate in the processes in good faith, to put forth their best effort to openly discuss and consider options to their case.**

1. All parties understand that the neutral is not an attorney, an accountant, nor a counselor, and does not give legal, tax, nor accounting advice, and does not act as a counselor. The parties are hereby advised to seek outside professional advice or assistance. The parties acknowledge that they are free to consult with any other professional at any time.
2. The parties have retained Cathy Liska for the purpose of serving as the neutral in these processes. The fees are \$150.00 per hour. A deposit covering one hour of prep time and four hours for the process shall be submitted two weeks prior to the first scheduled process; unused funds will be reimbursed. Additional fees are due upon completion of each of the processes. Costs of grievance hearing will be paid for by the United Way Association of South Carolina.
3. If a neutral-facilitated grievance hearing decision is to be rendered, the neutral shall write out the decision of the filed grievance following the process and provide copies to all parties within one week.
4. The processes will encompass the claims allowed by the member guidelines grievance procedure.
5. Communications during any grievance hearing and proceeding of the process shall be strictly confidential.

Plaintiff's (Appellant's) Exhibit Y

Grantee: Trident United Way

Program: Financial Stability Project

User Role: Site Manager

User Name: Janice McKinney

LOG OUT

## Time Sheet Form

Time Sheet: T20101031-152501

Group by Date: All



Back

From: 10/25/2010

To: 10/29/2010

Approved Date: 11/10/2010

Print

Member Name: Karen Oliver

Submitted Date: 10/31/2010

Position Type: Full Time

Grantee Name: Trident United Way

Position Type Hours: 1700

Program Name: Financial Stability Project

| Date                      | Day     | Site Manager Approval        | Site Location                                                          |
|---------------------------|---------|------------------------------|------------------------------------------------------------------------|
| 10/25/2010                | Monday  | Janice McKinney - 11/08/2010 | Trident United Way-Additional Service Opportunity (6296 Rivers Avenue) |
| Hours                     | Minutes | Indirect Service Category    |                                                                        |
| 2                         | 0       | Additional Service Hours     |                                                                        |
| Indirect Service Comments |         |                              |                                                                        |
| Monthly Meeting           |         |                              |                                                                        |

| Date                                  | Day     | Site Manager Approval        | Site Location                                                          |
|---------------------------------------|---------|------------------------------|------------------------------------------------------------------------|
| 10/25/2010                            | Monday  | Janice McKinney - 11/08/2010 | Trident United Way-Additional Service Opportunity (6296 Rivers Avenue) |
| Hours                                 | Minutes | Indirect Service Category    |                                                                        |
| 6                                     | 0       | Additional Service Hours     |                                                                        |
| Indirect Service Comments             |         |                              |                                                                        |
| worked there because of 11 am meeting |         |                              |                                                                        |

| Date                    | Day     | Site Manager Approval                             | Site Location                                                       |
|-------------------------|---------|---------------------------------------------------|---------------------------------------------------------------------|
| 10/26/2010              | Tuesday | Janice McKinney - 11/08/2010                      | Edith L. Frierson Elementary School (6133 Maybank Highway-Wadmalaw) |
| Hours                   | Minutes | Direct Service Category                           |                                                                     |
| 3                       | 30      | Service time at Link Sites and/or Service Centers |                                                                     |
| Direct Service Comments |         |                                                   |                                                                     |
|                         |         |                                                   |                                                                     |

| Date                      | Day     | Site Manager Approval        | Site Location                                                          |
|---------------------------|---------|------------------------------|------------------------------------------------------------------------|
| 10/26/2010                | Tuesday | Janice McKinney - 11/08/2010 | Trident United Way-Additional Service Opportunity (6296 Rivers Avenue) |
| Hours                     | Minutes | Indirect Service Category    |                                                                        |
| 2                         | 0       | Additional Service Hours     |                                                                        |
| Indirect Service Comments |         |                              |                                                                        |
| Wadmalaw Community Center |         |                              |                                                                        |

| Date                                       | Day     | Site Manager Approval                             | Site Location                                                       |
|--------------------------------------------|---------|---------------------------------------------------|---------------------------------------------------------------------|
| 10/26/2010                                 | Tuesday | Janice McKinney - 11/08/2010                      | Edith L. Frierson Elementary School (6133 Maybank Highway-Wadmalaw) |
| Hours                                      | Minutes | Direct Service Category                           |                                                                     |
| 1                                          | 30      | Service time at Link Sites and/or Service Centers |                                                                     |
| Direct Service Comments                    |         |                                                   |                                                                     |
| Left and went to Wadmalaw Community Center |         |                                                   |                                                                     |

Exhibit 4  
Page 284

| Date                      | Day       | Site Manager Approval        | Site Location                                                          |
|---------------------------|-----------|------------------------------|------------------------------------------------------------------------|
| 10/27/2010                | Wednesday | Janice McKinney - 11/08/2010 | Trident United Way-Additional Service Opportunity (6296 Rivers Avenue) |
| Hours                     | Minutes   | Indirect Service Category    |                                                                        |
| 3                         | 15        | Additional Service Hours     |                                                                        |
| Indirect Service Comments |           |                              |                                                                        |
| Increasing H.O.P.E        |           |                              |                                                                        |

| Date                                   | Day       | Site Manager Approval                             | Site Location                                                  |
|----------------------------------------|-----------|---------------------------------------------------|----------------------------------------------------------------|
| 10/27/2010                             | Wednesday | Janice McKinney - 11/08/2010                      | Haut Gap Middle School (1851 Bohicket Road-Johns Island-29455) |
| Hours                                  | Minutes   | Direct Service Category                           |                                                                |
| 4                                      | 15        | Service time at Link Sites and/or Service Centers |                                                                |
| Direct Service Comments                |           |                                                   |                                                                |
| Left early to go to Increasing H.O.P.E |           |                                                   |                                                                |

| Date                    | Day      | Site Manager Approval                             | Site Location                                                       |
|-------------------------|----------|---------------------------------------------------|---------------------------------------------------------------------|
| 10/28/2010              | Thursday | Janice McKinney - 11/08/2010                      | Edith L. Frierson Elementary School (6133 Maybank Highway-Wadmalaw) |
| Hours                   | Minutes  | Direct Service Category                           |                                                                     |
| 6                       | 0        | Service time at Link Sites and/or Service Centers |                                                                     |
| Direct Service Comments |          |                                                   |                                                                     |
|                         |          |                                                   |                                                                     |

| Date                                                                                                                                      | Day     | Site Manager Approval        | Site Location                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------|------------------------------|------------------------------------------------------------------------|
| 10/29/2010                                                                                                                                | Friday  | Janice McKinney - 11/08/2010 | Trident United Way-Additional Service Opportunity (6296 Rivers Avenue) |
| Hours                                                                                                                                     | Minutes | Indirect Service Category    |                                                                        |
| 1                                                                                                                                         | 30      | Additional Service Hours     |                                                                        |
| Indirect Service Comments                                                                                                                 |         |                              |                                                                        |
| Assisted community member provided my number by St. James member (Brown via Mack) provided community resources, Also R. Johnson follow-up |         |                              |                                                                        |

| Date                      | Day     | Site Manager Approval        | Site Location                                                          |
|---------------------------|---------|------------------------------|------------------------------------------------------------------------|
| 10/29/2010                | Friday  | Janice McKinney - 11/08/2010 | Trident United Way-Additional Service Opportunity (6296 Rivers Avenue) |
| Hours                     | Minutes | Indirect Service Category    |                                                                        |
| 3                         | 0       | Additional Service Hours     |                                                                        |
| Indirect Service Comments |         |                              |                                                                        |
| Stand Down                |         |                              |                                                                        |

**Approvals:**

Karen Oliver (Program Manager) has reviewed and verified that the information in this time sheet is accurate. Approve date: 10/31/2010

Direct Hours: 15.25

Amanda Lawrence (Grantee Program Director) has reviewed and verified that the information in this time sheet is accurate. Approve date: 11/10/2010

Indirect Hours: 17.75

Leave Hours: 0.00

Total Hours: 33.00

Exhibit Y  
page 2g



Trident United Way Financial Stability Project  
AmeriCorps Program



**MEMBER GUIDELINES (continued)**

**DISCIPLINARY ACTION/PROBATION POLICY**

Members are expected to follow the program Code of Conduct and all policies and procedures. All members will be governed by the policies of the service site to which the member is assigned. If disciplinary action is warranted, it will be taken by program staff after consultation with the AmeriCorps member. While some incidents may be so severe as to warrant immediate termination from the Corps, most disciplinary action will ordinarily be governed by the following procedure:

- \* 1. A Corps member will be issued a verbal warning by the Program Director; this verbal warning will be documented in the Corps member's file.
- \* 2. If no improvement is demonstrated, the Corps member will receive a written warning documenting the problem and requesting a change in his/her performance.
- \* 3. Should problems persist; a three-way meeting will be scheduled between the corps member, Program Director, and Senior Vice-President of Community Building to discuss the issue. A written action plan to remedy the situation will be devised and implemented immediately. The Corps member will be placed on probation per conditions specified in the action plan.
4. A follow-up review by the Program Director will occur at a mutually agreeable time to assess whether or not any progress has been made. If the problem continues at the time of, or after this meeting, the Corps member may be suspended without living allowance or terminated. Should there be a termination; the program will not provide a pro-rated education award.

If a Corps member feels that disciplinary action taken is not justified, he/she may appeal through the program's grievance procedure.

Karen Oliver  
AmeriCorps Member Signature

8-30-10  
Date

Karen Oliver  
AmeriCorps Member Printed Name

**Plaintiff's (Appellant's) Exhibit W**

## PART I - FACE SHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                |               |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|--------------|----------|---------|----------|---------|----------|---------|-------------------|---------|----------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>APPLICATION FOR FEDERAL ASSISTANCE</b><br>Modified Standard Form 424 (Rev. 02/07 to conform to the Corporation's eGrants System)                                                                                                                                                                                                                                                                                            |               | <b>1. TYPE OF SUBMISSION:</b><br>Application <input checked="" type="checkbox"/> Non-Construction                                                                                                                                                                                                                          |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):</b>                                                                                                                                                                                                                                                                                                                                            |               | <b>3. DATE RECEIVED BY STATE:</b><br>15-MAR-10                                                                                                                                                                                                                                                                             |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>2b. APPLICATION ID:</b><br>10AC114124                                                                                                                                                                                                                                                                                                                                                                                       |               | <b>4. DATE RECEIVED BY FEDERAL AGENCY:</b>                                                                                                                                                                                                                                                                                 |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |               | <b>FEDERAL IDENTIFIER:</b><br>07AFHSC0010023                                                                                                                                                                                                                                                                               |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>5. APPLICATION INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                              |               |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>LEGAL NAME:</b> Trident United Way<br><b>DUNS NUMBER:</b> 786842518                                                                                                                                                                                                                                                                                                                                                         |               | <b>NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):</b><br><b>NAME:</b> Bonnie Bette<br><b>TELEPHONE NUMBER:</b> (843) 740-8000 227<br><b>FAX NUMBER:</b> (843) 568-7193<br><b>INTERNET E-MAIL ADDRESS:</b> bbette@tw.org        |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>ADDRESS (give street address, city, state, zip code and county):</b><br>6206 Rivers Avenue<br>P.O. Box 63305<br>North Charleston SC 29419 - 3305<br>County: Charleston                                                                                                                                                                                                                                                      |               |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b><br>570314378                                                                                                                                                                                                                                                                                                                                                                   |               | <b>7. TYPE OF APPLICANT:</b><br>7a. Non-Profit<br>7b.                                                                                                                                                                                                                                                                      |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>8. TYPE OF APPLICATION (Check appropriate box):</b><br><input checked="" type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE<br><input type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT<br>If Amendment, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/><br>A. AUGMENTATION B. BUDGET REVISION<br>C. NO COST EXTENSION D. OTHER (specify below): |               |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |               | <b>9. NAME OF FEDERAL AGENCY:</b><br>Corporation for National and Community Service                                                                                                                                                                                                                                        |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> 94.006<br><b>10b. TITLE:</b> AmeriCorps State                                                                                                                                                                                                                                                                                                                       |               | <b>11a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b><br>Financial Stability Project<br><b>11b. CNCS PROGRAM INITIATIVE (IF ANY):</b>                                                                                                                                                                                      |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):</b><br>Berkeley, Charleston, and Dorchester counties in South Carolina.                                                                                                                                                                                                                                                                                 |               |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>13. PROPOSED PROJECT: START DATE:</b> 08/01/10 <b>END DATE:</b> 07/31/11                                                                                                                                                                                                                                                                                                                                                    |               | <b>14. CONGRESSIONAL DISTRICT OF:</b> a.Applicant: SC 001 b.Program: SC 001                                                                                                                                                                                                                                                |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>15. ESTIMATED FUNDING: Year #:</b> 1                                                                                                                                                                                                                                                                                                                                                                                        |               | <b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b><br><input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:<br>DATE:<br><input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372 |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <table border="1"> <tr> <td>a. FEDERAL</td> <td>\$ 116,999.00</td> </tr> <tr> <td>b. APPLICANT</td> <td>\$ 36,962.00</td> </tr> <tr> <td>c. STATE</td> <td>\$ 0.00</td> </tr> <tr> <td>d. LOCAL</td> <td>\$ 0.00</td> </tr> <tr> <td>e. OTHER</td> <td>\$ 0.00</td> </tr> <tr> <td>f. PROGRAM INCOME</td> <td>\$ 0.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$ 153,961.00</td> </tr> </table>                                  |               | a. FEDERAL                                                                                                                                                                                                                                                                                                                 | \$ 116,999.00 | b. APPLICANT | \$ 36,962.00 | c. STATE | \$ 0.00 | d. LOCAL | \$ 0.00 | e. OTHER | \$ 0.00 | f. PROGRAM INCOME | \$ 0.00 | g. TOTAL | \$ 153,961.00 | <b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b><br><input type="checkbox"/> YES If "Yes," attach an explanation. <input checked="" type="checkbox"/> NO |  |
| a. FEDERAL                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 116,999.00 |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| b. APPLICANT                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 36,962.00  |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| c. STATE                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 0.00       |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| d. LOCAL                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 0.00       |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| e. OTHER                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 0.00       |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| f. PROGRAM INCOME                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 0.00       |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| g. TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 153,961.00 |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>                                                                                                                                     |               |                                                                                                                                                                                                                                                                                                                            |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:</b><br>Christopher Kerrigan                                                                                                                                                                                                                                                                                                                                                     |               | <b>b. TITLE:</b><br>President                                                                                                                                                                                                                                                                                              |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                |               | <b>c. TELEPHONE NUMBER:</b><br>(843) 740-8000 223                                                                                                                                                                                                                                                                          |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |
| <b>d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:</b>                                                                                                                                                                                                                                                                                                                                                                              |               | <b>e. DATE SIGNED:</b><br>03/15/10                                                                                                                                                                                                                                                                                         |               |              |              |          |         |          |         |          |         |                   |         |          |               |                                                                                                                                                                     |  |

Exhibit 1a  
page 192



Karen Oliver <karen1americorps@gmail.com>

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## Revised Schedule Modification

2 messages

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Karen Oliver <karen1americorps@gmail.com>

Fri, Nov 5, 2010 at 10:41 AM

To: Janice McKinney <JMcKinney@tuw.org>, jbridges@cischarleston.org, wjordan@cischarleston.org

November 8, 2010 - Frierson not Haut Gap am only

November 9, 2010 - No school

November 10, 2010 - am only

November 11, 2010 - No school

These supersede previous modification

Thanks

Karen

---

Janice McKinney <JMcKinney@tuw.org>

Fri, Nov 5, 2010 at 10:55 AM

To: Karen Oliver <karen1americorps@gmail.com>

Karen,

I wanted to let you know that all the work you have been doing is prenominal!

On your time sheet please use DIRECT SERVICES for all the help you have been doing to organize the Financial Literacy classes in Wadmalaw and Johns Island as well as for your 211 training. You are truly working toward the Financial Stability Project.

If you have any questions or concerns please let me know.

Regards,

*Janice R. McKinney*

Janice R. McKinney

Financial Stability Project Coordinator

Trident United Way

*Exhibit W  
page 20*

**Plaintiff's (Appellant's) Exhibit I**

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(843) 793-4766  
November 15, 2010

Janice McKinney, AmeriCorps Coordinator  
Trident United Way  
6296 Rivers Avenue  
North Charleston, SC 29405

RE: Conversation November 8, 2010

Dear Janice McKinney:

On the date reference above I informed you that I could no longer meet my schedule as design due to AmeriCorps inability to provide the childcare allowance that was supposed to be provided for as outlined in our paperwork. I informed you that last Thursday, November 10, 2010 would be the effective date that I would no longer work beyond 1:00 at Frierson and 1:15 at Haut Gap. I explained that I could no longer leave my children at their afterschool location when I know that the bill is not being properly paid. Also, I turned in all the indicated paperwork at that time and still no response. It was way beyond the 3 day window for processing that was written in their documentation. I have already paid some out of pocket toward what AmeriCorps would cover according to the documentation they provided. I am a part of the financial stability program yet, I am being made financial unstable trying to be a part of it. Surely, this contradicts the theoretical design of this venture. Also, as a mother you do not continue to leave your children in a place where you are not doing what was agreed upon from the outset. I do not wish to lose their slots in this program.

Since AmeriCorps determines my education award by the number of hours I put in as a volunteer, I am therefore asking that all hours that I will miss be compensated back to me. I am also asking that any possible form of reprimand (i.e., probation) for the hours not meeting the desired total at the half way mark be removed from me due to AmeriCorps' failure to provide the services as prescribed. I also would like the 1700 hours prorated to meet this deficiency if compensation will not take place. If it is found that I overpaid, I would like all funds returned to me.

One possible solution, could you ask Chris Kerrigan if Trident United Way could fit the bill and allow AmeriCorps to reimburse them? The bill to date is for two and a half months for 2 children @ \$70.00 per week. I think this may be a temporary solution to a problem that has been ongoing.

Please supply me with a viable means to having this issue resolved. I have problem solved on my end and would like to see a meaningful outcome take place.

Respectfully,

Karen Oliver

CC:

Amanda Lawrence

Exhibit I  
page 295



Karen Oliver &lt;karen1americorps@gmail.com&gt;

---

**Schedule Modification**

2 messages

---

**Karen Oliver <karen1americorps@gmail.com>**  
To: Janice McKinney <JMckinney@tuw.org>

Mon, Nov 15, 2010 at 3:26 PM

Please read the attached item concerning my situation that has become a problem for me.

---

 **AmeriCorps childcare.docx**  
15K

---

**Amanda Lawrence <ALawrence@tuw.org>**  
To: Karen Oliver <karen1americorps@gmail.com>

Mon, Nov 15, 2010 at 4:43 PM

Cc: Janice McKinney &lt;JMckinney@tuw.org&gt;, Dave McRae &lt;dp.mcrae@gmail.com&gt;

Good afternoon Karen,

Janice forwarded me your letter and I wanted to respond before close of business to acknowledge your letter. I sent you an email on Friday with the latest update on First Financial. They are now requesting a notarized affidavit stating that you did not file taxes for the year that you did not report. Be assured that Janice and I have been in constant pursuit of solution to this dilemma. I don't have a resolution today but will be contacting the State Commission to determine the best resolution on your behalf.

As of today, your service hours have not been severely impacted. However, we understand that lack of childcare will impact your service. I did not realize that you would not be able to attend the staff meeting today and was planning to speak with you then about the latest communication regarding this matter. I will be in contact with you as soon as I receive additional information.

Regards,

*Amanda Lawrence*

Trident United Way

6296 Rivers Avenue

North Charleston, SC 29419

Phone (843) 740-9000 ext. 229

Fax (843) 566-7193

Exhibit I  
page 395

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Karen Oliver <karen1americorps@gmail.com>

## FW: AmeriCorps State & National Application Status- Please read and respond

1 message

Amanda Lawrence <ALawrence@tuw.org>

To: karen1americorps@gmail.com

Cc: Janice McKinney <JMcKinney@tuw.org>

Tue, Nov 16, 2010 at 12:08 PM

Karen,

Good morning. I sent you an email yesterday regarding your letter to Janice and am waiting for a response from our State Commissioner so that we can provide you with some resolution.

In the meantime, however, I sent the below email last Friday, along with the attachment. In order to expedite your childcare processing, we need to provide the additional required documentation First Financial has requested. While their follow-through has been negligent, we must continue to show that we've made all efforts to provide them with the information they need in a timely manner.

Please let me know when you can have the attached document completed and if you need help getting it notarized. I will scan it and send it by email from my address so that it may be officially time stamped and documented.

Regards,

*Amanda Lawrence*

Trident United Way

6296 Rivers Avenue

North Charleston, SC 29419

Phone (843) 740-9000 ext. 229

Fax (843) 566-7193

[www.tuw.org](http://www.tuw.org)

**Give. Advocate. Volunteer.**

Exhibit I  
page 485

105

## Janice McKinney

---

**From:** Janice McKinney  
**Sent:** Wednesday, November 17, 2010 12:47 PM  
**To:** 'eunice.george@1stfinancialassociates.com'  
**Cc:** Amanda Lawrence; Karen Oliver  
**Subject:** Karen Oliver-No Tax Waiver Affidavit  
**Attachments:** image001.png

Ms. George,

The Tax Waiver Affidavit that was sent to Karen Oliver does not have a sufficient reason why member did not file taxes last year. The reason Karen Oliver did not file is, "I did not have to file a tax return", per Ms. Oliver. Ms. Oliver is requesting permission to "write in" her reason on the form you provided. I have spoken to Mr. Bob Murphy and have given Ms. Oliver his contact information, per his request. Ms. Oliver will be following up with Mr. Murphy today.

Regards,

*Janice R. McKinney*

Janice R. McKinney  
Financial Stability Project Coordinator  
Trident United Way  
Telephone: 843.740.9000 x 272  
Fax: 843.566.7131

[www.tuw.org](http://www.tuw.org)



**Plaintiff's (Appellant's) Exhibit J**

Exhibits

**CUSTOMER COPY**

**RECEIPT** No. 171307

DATE 11/01/10

FROM Oliver - mom \$100.00

DOLLARS

FOR REWARD

FOR Joshua & Isaiah Oliver

NOV. TO

PAID BY Bnana

FOR CASH

FOR CHECK

FOR MONEY ORDER

FOR CREDIT CARD

4-1188 T-418

Plaintiff's (Appellant's) Exhibit K

# **FIRST**

## **FINANCIAL ASSOCIATES**

---

November 22, 2010

Karen Oliver  
1945 Ghana ST  
Johns Island, SC 29455

Dear Karen Oliver:

The purpose of this letter is to inform you that you have been approved for the AmeriCorps Child Care Benefits Program (CCBP). In accordance with the Child Care Development Fund (CCDF) and the AmeriCorps regulations, First Financial Associates will subsidize child care costs for your child/children at the end of each month. The daily and weekly rates for fulltime care of your children are as follows:

| Child Name     | Part Time |
|----------------|-----------|
| Isaiah Oliver  | \$70.00   |
| Mosaiah Oliver | \$70.00   |

These rates were determined by comparing the prevailing rate for your state and the provider rate and choosing the lesser of the two. **If the child care costs exceed the benefit amount, the parent is responsible for the difference.** The actual amount of the benefit may vary depending on the attendance of the child. You and the provider must sign & date the Award Agreement, make two copies (one copy for the parent, one copy for the provider) and mail the original to First Financial Associates.

In order for the provider to receive payment, you or the provider must submit both the **AmeriCorps CCBP Monthly Invoice Form and AmeriCorps CCBP Monthly attendance log** at the end of each month. Both forms are located on our website at <http://www.1stFinancialAssociates.com>; and you and the child care provider must sign and date the forms every month. Both forms can be faxed to us at 770 825-9214.

If you have any questions about the AmeriCorps Child Care Benefits Program please do not hesitate to call us at (800) 453-8151. We are available Monday through Friday (excluding holidays) from 8:00 AM until 5:30 PM EST.

Sincerely,

  
Eunice S. George  
Analyst

Exhibit K

Plaintiff's (Appellant's) Exhibit L



Exhibit L

**SECTION A - MEMBER (Parent) AND CHILD CARE PROVIDER INFORMATION**

|                                                                                                                                                                                                                                              |                                |                                                                                  |                        |                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------------------------------|------------------------|--------------------|
| 1. PARENT'S AMERICORPS PROGRAM                                                                                                                                                                                                               |                                | 2. AWARD ID NO.                                                                  | 3. PARENT'S FIRST NAME | PARENT'S LAST NAME |
| <input type="checkbox"/> NCCC                                                                                                                                                                                                                | <input type="checkbox"/> VISTA |                                                                                  | KAREN                  | OLIVER             |
| <input checked="" type="checkbox"/> STATE & NATIONAL                                                                                                                                                                                         |                                | 4. NAME OF CHILD CARE PROVIDER 1 (Individual name if Provider is not a business) |                        |                    |
| JUMP INDOORS OF CHARLESTON                                                                                                                                                                                                                   |                                |                                                                                  |                        |                    |
| 5. SERVICE START DATE                                                                                                                                                                                                                        | 6. SERVICE END DATE            | 7. BENEFIT START DATE                                                            | 8. BENEFIT END DATE    | 9. NSPID           |
| 08/30/2010                                                                                                                                                                                                                                   | 07/31/2011                     | 09/01/2010                                                                       | 07/31/2011             |                    |
|                                                                                                                                                                                                                                              |                                |                                                                                  |                        | 10. PROVIDER ID    |
|                                                                                                                                                                                                                                              |                                |                                                                                  |                        | 2877               |
| 11. PROVIDER TYPE                                                                                                                                                                                                                            |                                |                                                                                  |                        |                    |
| <input checked="" type="checkbox"/> LICENSED CENTER <input type="checkbox"/> LICENSED FAMILY HOME <input type="checkbox"/> REGISTERED HOME <input type="checkbox"/> SCHOOL <input type="checkbox"/> CHURCH <input type="checkbox"/> INFORMAL |                                |                                                                                  |                        |                    |

**SECTION B - CHILDREN INFORMATION**

Please list each child, for whom child care services will be provided by the child care provider(s) listed above on line 4. You may list up to 4 children on the same Award Agreement as long as each child will be cared for by the child care provider listed above. Please note that for school age children, Part Time care is Before and After School care, and Full Time care is full day care during semester breaks, holidays and summer breaks.

|                    |                   |     | MAXIMUM BENEFIT RATES |          |          |           |           |         |
|--------------------|-------------------|-----|-----------------------|----------|----------|-----------|-----------|---------|
| NAME OF EACH CHILD |                   |     | WEEKLY                |          |          |           |           |         |
| CHILD 1 FIRST NAME | CHILD 1 LAST NAME | AGE | HOURLY                | FULL DAY | PART DAY | FULL TIME | PART TIME | MONTHLY |
| ISAIAH             | OLIVER            | 11  |                       |          |          |           | \$70.00   |         |
| CHILD 2 FIRST NAME | CHILD 2 LAST NAME | AGE | HOURLY                | FULL DAY | PART DAY | FULL TIME | PART TIME | MONTHLY |
| MOSAIAH            | OLIVER            | 10  |                       |          |          |           | \$70.00   |         |
| CHILD 3 FIRST NAME | CHILD 3 LAST NAME | AGE | HOURLY                | FULL DAY | PART DAY | FULL TIME | PART TIME | MONTHLY |
|                    |                   |     |                       |          |          |           |           |         |
| CHILD 4 FIRST NAME | CHILD 4 LAST NAME | AGE | HOURLY                | FULL DAY | PART DAY | FULL TIME | PART TIME | MONTHLY |
|                    |                   |     |                       |          |          |           |           |         |

**SECTION D - MEMBER /PARENT/ GUARDIAN CERTIFICATION & AGREEMENT**

I agree to accept the AmeriCorps Child Care Benefits Program (CCBP) award ("the Award"). I understand that the Award becomes effective no earlier than the date indicated in my Award Letter, and will remain in effect until my service term with AmeriCorps has ended, or until:

- My child is no longer enrolled in the licensed child care facility or with an approved child care provider, pursuant to the rules and guidelines of state's Child Care and Development Fund (CCDF) plan, of the state where the child care services are provided, or
- I am no longer an active full-time AmeriCorps member, or
- I receive a child care benefit from any other source for any child listed above; or
- My child is over the age of 13, or if my child is disabled, my disabled child is over the age of 18.

I certify that the above information is true and complete to the best of my knowledge. I certify that I am an active AmeriCorps member, and I need child care benefits to be paid in order to complete my term of service. I also certify that I am the parent and / or legal guardian of each child listed in Section B above. I also certify and affirm that each child listed above will be cared for by the child care provider(s) listed above.

I understand that if I make a false statement, it is a violation of federal law and I may be subject to criminal and / or civil penalties as allowed by law. In addition, I further understand that if I make false statements or misrepresentations on this form, I may be subject to criminal prosecution and punishment, including the termination of my service, fines, repayment of any benefits received, or imprisonment.

|                                |             |
|--------------------------------|-------------|
| SIGNATURE OF PARENT / GUARDIAN | DATE SIGNED |
| <i>Karen Oliver</i>            | 11/29/10    |

**SECTION E - CHILD CARE PROVIDER(S) CERTIFICATION**

I certify and affirm that I have the legal authority to sign on behalf of the child care facility listed on line 4 above, or I am an individual providing child care services. I further certify and affirm that the above information is true and complete to the best of my knowledge. I certify that I (we) am (are) a licensed or regulated child care provider; or I am an eligible child care provider pursuant to requirements of my state. I certify and affirm that I am not receiving a child care subsidy or child care benefit from any other source for any of the children listed above. I verify and confirm that each child listed above will attend my facility (or home), and I (we) will provide child care services for each child listed above.

I understand that if I make a false statement, it is a violation of federal law and I may be subject to criminal and / or civil penalties as allowed by law. In addition, I further understand that if I make false statements or misrepresentations on this form, I may be subject to criminal prosecution and punishment, including repayment of any benefits received, fines or imprisonment.

|                       |                    |       |             |
|-----------------------|--------------------|-------|-------------|
| PROVIDER PRINTED NAME | PROVIDER SIGNATURE | TITLE | DATE SIGNED |
| Kenzie Cuk            | <i>[Signature]</i> | owner | 11/29/10    |

Plaintiff's (Appellant's) Exhibit N

# **FIRST**

## **FINANCIAL ASSOCIATES**

---

July 11, 2011

Karen Oliver  
1945 Ghana ST  
Johns Island, SC 29455

**RE: AMERICORPS CHILD CARE BENEFITS PROGRAM (CCBP)  
RECERTIFICATION PROCESS**

Dear Karen Oliver:

This letter is to inform you that your service term for the Child Care Benefits Program (CCBP) will expire on **7/31/2011**.

If you are re-enrolling with AmeriCorp and extending your service term as a full-time Member, you will need to submit a new CCBP application for the recertification process along with supporting documents in order for your provider to receive future payments without any lapse or delays.

Starting the recertification process after your term expires will delay payments to your childcare provider. The attached document will assist you with the recertification process.

If possible, you may fax the required information to **770-825-9223**.

Please contact us at 800-453-8151 Monday - Friday 8:30am to 5:30pm EST, if you have any questions concerning your recertification status.

Sincerely,

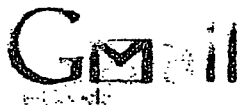


J.D. Witchett  
New Application Analyst

Enclosure

*Exhibit N*

Plaintiff's (Appellant's) Exhibit O



Karen Oliver <karen1americorps@gmail.com>

## Meeting Reschedule Notification

1 message

Amanda Lawrence <ALawrence@tuw.org>

Tue, Dec 7, 2010 at 12:27 PM

To: karen1americorps@gmail.com

Cc: Emily Thompson <emily@uwasc.org>, Bonnie Bella <BBella@tuw.org>, Janice McKinney <JMcKinney@tuw.org>

Karen,

Due to staff availability, we will need to reschedule tomorrow's meeting at 11:00am at Trident United Way for another date and time. We will be in contact with you as soon as possible to let you know the rescheduled meeting time.

Regards,

*Amanda Lawrence*

Trident United Way

6296 Rivers Avenue

North Charleston, SC 29419

Phone (843) 740-9000 ext. 229

Fax (843) 566-7193

[www.tuw.org](http://www.tuw.org)

Give. Advocate. Volunteer.

**Live United**

**Great Volunteer Opportunity:**  
**Tax Preparer!**

Exhibit D

Plaintiff's (Appellant's) Exhibit P

12/16/2010

USPS - THE U.S. Postal Service



Page 1910  
Contained the Dec. 9, 2010  
letter

Redelivery Service

Receive Mail & Packages

FAQs

## Redelivery Service

### Create a Request

Please enter the Redelivery request information.

Please fill in the following information: (\* Required fields)

We are unable to process your request. Please enter the appropriate information below:

The notice date selected indicates your mail was already returned.

Additional assistance is available at FAQs.

### Request Information

Redelivery Address KAREN OLIVER  
1945 GHANA ST  
JOHNS ISLAND SC 29455-8118  
(843) 793-4788

Article Number(s) EG712200238US

### Special Services

- |                                                    |                                                         |
|----------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Certified                 | <input type="checkbox"/> International Express          |
| <input type="checkbox"/> Collect On Delivery       | <input type="checkbox"/> International Registered       |
| <input type="checkbox"/> Customs                   | <input type="checkbox"/> International Special Delivery |
| <input type="checkbox"/> Delivery Confirmation     | <input type="checkbox"/> Postage Due                    |
| <input type="checkbox"/> Restricted Delivery       | <input type="checkbox"/> Recorded Delivery              |
| <input checked="" type="checkbox"/> Express Mail   | <input type="checkbox"/> Registered                     |
| <input type="checkbox"/> Global Express Guaranteed | <input type="checkbox"/> Return Receipt For Merchandise |
| <input type="checkbox"/> Insured                   | <input type="checkbox"/> Signature Confirmation         |
| <input type="checkbox"/> International             |                                                         |

\* Mail Type Letter

\* Notice

☒ First Notice  
☐ Final Notice  
☐ Return Date

\* Notice Date Fri, December 10, 2010

If the date list does NOT contain the date written on your notice, select the closest date to your notice date. The



Contained the Dec. 1, 2010 letter

[Redelivery Service](#)[Receive Mail & Packages](#)[FAQs](#)

## Redelivery Service

Well beyond the stated days for delivery

### Create a Request

Please enter the Redelivery request information.

Please fill in the following information: (\* Required fields)

We are unable to process your request. Please enter the appropriate information below:

The notice date selected indicates your mail was already returned.

Additional assistance is available at [FAQs](#).

### Request Information

Redelivery Address KAREN OLIVER  
1945 GHANA ST  
JOHNS ISLAND SC 29455-8118  
(843) 793-4766

Article Number(s) EH367276308

### Special Services

- |                                                    |                                                         |
|----------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Certified                 | <input type="checkbox"/> International Express          |
| <input type="checkbox"/> Collect On Delivery       | <input type="checkbox"/> International Registered       |
| <input type="checkbox"/> Customs                   | <input type="checkbox"/> International Special Delivery |
| <input type="checkbox"/> Delivery Confirmation     | <input type="checkbox"/> Postage Due                    |
| <input type="checkbox"/> Restricted Delivery       | <input type="checkbox"/> Recorded Delivery              |
| <input checked="" type="checkbox"/> Express Mail   | <input type="checkbox"/> Registered                     |
| <input type="checkbox"/> Global Express Guaranteed | <input type="checkbox"/> Return Receipt For Merchandise |
| <input type="checkbox"/> Insured                   | <input type="checkbox"/> Signature Confirmation         |
| <input type="checkbox"/> International             |                                                         |

\* Mail Type Letter

\* Notice

- ☒ First Notice  
☐ Final Notice  
☐ Return Date

\* Notice Date Thu, December 2, 2010

If the date list does NOT contain the date written on your notice, select the closest date to your notice date. The

7/16/2010

USPS - TRACK & CONFIRM



page 49/10  
Contained the

[Home](#) | [Help](#) | [Sign In](#)

[Track & Confirm](#)

[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: EG71 2200 238U 3  
Guaranteed Delivery Date/Time: December 10, 2010, 3:00 PM  
Class: Express Mail®  
Service(s): Return Receipt  
Status: Notice Left

We attempted to deliver your item at 2:32 pm on December 10, 2010 in JOHNS ISLAND, SC 29455 and a notice was left. Information, if available, is updated periodically throughout the day. Please check again later.

#### Detailed Results:

- Notice Left, December 10, 2010, 2:32 pm, JOHNS ISLAND, SC 29455
- Out for Delivery, December 10, 2010, 8:51 am, JOHNS ISLAND, SC 29455
- Sorting Complete, December 10, 2010, 8:41 am, JOHNS ISLAND, SC 29455
- Arrival at Post Office, December 10, 2010, 7:02 am, JOHNS ISLAND, SC 29455
- Processed through Sort Facility, December 10, 2010, 12:58 am, CHARLESTON, SC 29423
- Processed through Sort Facility, December 09, 2010, 6:08 pm, CHARLESTON, SC 29423
- Acceptance, December 09, 2010, 1:46 pm, CHARLESTON, SC 29406

#### Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

#### Proof of Delivery

Verify who signed for your item by email, fax, or mail. [Go >](#)

#### Track & Confirm

Enter Label/Receipt Number.

During  
one of the  
School pickup  
times

[Go >](#)

[Site Map](#)

[Customer Service](#)

[Forms](#)

[Gov't Services](#)

[Careers](#)

[Privacy Policy](#)

[Terms of Use](#)

[Business Customer Gateway](#)

Exhibit P  
page 39

Page 3 of 10

Contained  
the Dec. 9, 2010Please See  
page 10

Track &amp; Confirm

Go &gt;

## Track &amp; Confirm

## Search Results

Label/Receipt Number: E071 2200 238U S  
Guaranteed Delivery Date/Time: December 10, 2010, 3:00 PM  
Class: Express Mail®  
Service(s): Return Receipt  
Status: Delivered

Track &amp; Confirm

Enter Label/Receipt Number

Go &gt;

Your item was delivered at 10:02 am on December 18, 2010 in JOHNS ISLAND, SC 29455. The item was signed for by K OLIVER.

## Detailed Results:

- Delivered, December 18, 2010, 10:02 am, JOHNS ISLAND, SC 29455
- Notice Left, December 10, 2010, 2:32 pm, JOHNS ISLAND, SC 29455
- Out for Delivery, December 10, 2010, 8:51 am, JOHNS ISLAND, SC 29455
- Sorting Complete, December 10, 2010, 8:41 am, JOHNS ISLAND, SC 29455
- Arrival at Post Office, December 10, 2010, 7:02 am, JOHNS ISLAND, SC 29455
- Processed through Sort Facility, December 10, 2010, 12:58 am, CHARLESTON, SC 29423
- Processed through Sort Facility, December 09, 2010, 6:08 pm, CHARLESTON, SC 29423
- Acceptance, December 08, 2010, 1:48 pm, CHARLESTON, SC 29408

## Notification Options

## Track &amp; Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

## Proof of Delivery

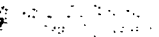
Verify who signed for your item by email, fax, or mail. [Go >](#)

[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

Exhibit P  
page 4 of 8

Attachment Three  
page 39.3



**United Way  
Investment Areas**

- Education
- Income
- Health

December 9, 2010

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455-8116

**Subject: Meeting Request**

**United Way  
Initiatives**

- Links to Success
- 2-1-1 Hotline
- Day of Caring
- Child Care Resource & Referral
- Financial Stability Project
- Housing Counseling
- Community Issues Management
- AccessHealth
- Volunteer Income Tax Preparation

Dear Karen,

I am writing to provide you with two meeting times to reschedule the meeting you could not attend on Wednesday, December 8, 2010. The two times proposed are Monday, December 13 from 10:00a to 11:00a or Tuesday, December 14 from 3:00p-4:00p at the Trident United Way offices. The purpose of this meeting is to share the terms of your probation. The meeting will last one hour and you will be asked to sign the probation agreement if you want to continue to serve in the Financial Stability Project AmeriCorps program with the probationary period. If you do not agree to all of the terms of the probation, you will be released from the program. The Program Director, Program Coordinator and other staff representatives will be present at this meeting. Upon receipt of this letter, you must notify us by phone or in writing to confirm a date and time. Failure to confirm a meeting time within 24 hours will result in your release from the AmeriCorps program.

We are also requiring you to bring a comprehensive plan of your schedule and activities while you are at your site and outside of your site. This plan must include a minimum of 38.5 hours per week for the duration of the service year. The plan should begin the day following this meeting (Example: December 14 after the December 13 meeting or December 15th after the December 14th meeting). Given that school will not be in session, this plan must include 38.5 hours outside of your site for the weeks of December 20th and December 27<sup>th</sup> and for any other time when school is not in normal session. It must also include a schedule, with times and locations, when you are in your normal site. No more than 20% of the 38.5 hours can be in locations outside of your site. Further, this plan must also include contact names, phone numbers and email addresses of site coordinators/management that have agreed to allow you provide service hours outside of your school sites. This information will be verified and all locations listed must be approved by Janice McKinney.

Failure to bring this plan as outlined or to attend this meeting will result in your release from the AmeriCorps program.

In good faith, AmeriCorps has paid for your childcare up to November 22, 2010. Per information received from First Financial, you will not receive any AmeriCorps childcare benefit if you do not sign and notarize the tax affidavit. It is your responsibility to follow up directly with First Financial on this matter.

Sincerely,  
*Amanda Lawrence*  
Amanda Lawrence  
Program Director

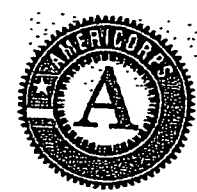


Exhibit P  
page 59.8

Please remember Trident United Way in your estate plans and let us know when you do.

Trident United Way  
6296 Rivers Ave.  
North Charleston, SC  
29406

(843) 740-9000  
(843) 566-7193 fax  
mail: tuwc@tuw.org  
[www.tuw.org](http://www.tuw.org)

LIVE UNITED.

Attachment Two  
Page 7 of 10

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
(843) 793-4766  
December 19, 2010

Amanda Lawrence  
6296 Rivers Avenue  
North Charleston, SC 29406

RE: 24 HOUR NOTIFICATION

Dear Amanda Lawrence:

I am submitting this correspondence to remain in compliance with your request that was received less than 24 hours ago. The letter instructed me to make contact within 24 hours of receipt. I received the letter on December 18, 2010. The offices were closed so contact via telephone was not possible.

Again, I am requesting a copy of the minutes from the meeting that took place on December 3, 2010 at TUW-Charleston. This makes my 3<sup>rd</sup> request; the other two has gone not honored. First request December 3, 2010, second via correspondence hand delivered on December 7, 2010. It is imperative that these requests be met.

Please have a great day and holiday. No weapon that is formed against thee shall prosper; every tongue that rises against thee in judgment thou shall condemn. This is the heritage of the servants of the LORD, and their righteousness is of me, saith the LORD. ISAIAH 54:17

Sincerely,

Karen Oliver

cc:

*Karen Oliver*  
Janice McKinney  
6296 Rivers Avenue  
North Charleston, SC 29406

Exhibit P  
page 6 of 8

## Complaint

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

}CASE NO.: 2012 CP-10-8135

}CIVIL MATTER

Karen Oliver

PLAINTIFF

Vs

Amanda Lawrence and Trident United Way et al

6296 Rivers Avenue

North Charleston, SC 29405

DEFENDANT

FILED  
2012 DEC 18 PM 12:14  
JULIE J. ARMSTRONG  
CLERK OF COURT

The Plaintiff, Karen Oliver, complaining of the Defendants Amanda Lawrence and Trident United Way et al alleges as follows:

**JURISDICTION AND VENUE**

1. Plaintiff is a citizen and resident of the County of Charleston, State of South Carolina.
2. Defendants Amanda Lawrence and Trident United Way operates, maintains offices and conducts business in Charleston County.
3. Actions pertinent to the allegations of Defamation of Character and Breach of Contract originated at their location in Charleston County.
4. Jurisdiction and venue is proper in this court.

**FACTS**

1. Amanda Lawrence, Director of Financial Stability for Trident United Way, retaliated against the Plaintiff and in her efforts to discredit the Plaintiff a letter was provided to the Plaintiff's after school care provider, Trident United Way officials, United Way Association of South Carolina and other individuals containing false and misleading information about the Plaintiff without her knowledge.
2. During a meeting on December 2010 the same false information was provided to Trident United Way officials, United Way of South Carolina official and others in attendance. At that same meeting another representative provided contrary information to what was put in the letter contradicting Amanda Lawrence's false claims.
3. When this matter of Libel and Slander was brought to the attention of the CEO for Trident United Way, Chris Kerrigan, via Certified Mail (December 2010) it was then directed to Bonnie Bella, Sr. V.P. of Community Impact, Amanda Lawrence's supervisor. Bonnie Bella did an investigation into the matter and found no fault with the libel and slander committed by Amanda Lawrence. Therefore, she accepted responsibility in representation of Trident United Way. Bonnie Bella's conclusion in representation of Trident United Way dated January 6, 2012 was received via Certified Mail.
4. Consequently, on February 09, 2011 Amanda Lawrence in a meeting which was officially documented concurred with the information that was provided by the Plaintiff contradicting the information set forth in the letter and verbally she provided that contained damaging slanderous information about the Plaintiff. Therefore, proving that she did intentionally provide false and misleading information in relations to the Plaintiff's character and actions. These slanderous libel actions assisted in preventing the Plaintiff from receiving the assistance from the United Way Association of South Carolina to ensure that the Plaintiff's Grievance was handled in the manner as outlined in the contractual agreement. It assisted in preventing the Plaintiff from getting a fair investigation by Trident United Way officials.  
  
Further, Amanda Lawrence labeled the First Financial Corp. as being negligent prior to this retaliation taking place.
5. The Plaintiff did as prescribed in the procedures governing the Grievance policy. However, approximately a year and a half later the Defendants have not met the terms of the contractual

agreement. The Defendants' failure to meet the terms of the contractual agreement is evidence of the futility of continuing to pursue Defendants' Grievance process.

6. When the Plaintiff contacted members of the Board of Directors of Trident United Way to try and compel them to adhere to the contractual agreement, the Defendants demanded via Certified Mail that the Plaintiff not make any contact with them or any of their constituents. She was directed to contact the United Way Association of South Carolina by the Defendants in reference to them. The United Way Association of South Carolina is the overseer of the program (AmeriCorps) to make sure it adheres to the guidelines as outlined by the federal government's AmeriCorps program.
7. When the Plaintiff contacted the United Way Association of South Carolina they would not respond to her request for an investigation into the violation of the contractual agreement and the S.C. Code of Laws Section 15-48-10, 15-48-30 and Section 15-48-50 and federal law.
8. The lack of proactive action by the Defendants and their designated contact, the United Way Association of South Carolina caused that term of service for the Plaintiff in the AmeriCorps program expire without a definitive conclusion as outline in the terms of their contractual agreement. The right of the Plaintiff to be a participant of the current service year was also inhibited. Trident United Way was approved for a 2 year term for the AmeriCorps program.
9. During the first week of service, August 30, 2010, AmeriCorps members had to sign the Grievance contractual agreement as they were acclimated to the program.
10. The Plaintiff's stipend for the 2010-2011 year was approximately \$12,000 with an Education Award of \$5,350. The stipend for the 2011-2012 year was approximately \$15,000 with an Education Award of \$5,400 approximately.
11. The Plaintiff has suffered greatly due to these actions by the Defendants. She has also been affected in the areas that the Defendants purport to help those in the community.

**FIRST CAUSE OF ACTION**  
**(DEFAMATION OF CHARACTER VIA LIBEL AND SLANDER)**

The Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

12. The Defendants retaliated by providing damaging, misleading and prejudiced information about the Plaintiff as aforementioned.
13. The Defendants should have made sure that the information provided via written letter and verbally were accurate.
14. The Defendants willfully and wrongly placed the blame on the Plaintiff for the delay of payment of services. Prior to this, Amanda Lawrence labeled First Financial Corp. as being negligent before the retaliation took place. Even with the internal investigation this was allowed to remain.
15. These actions affected the Plaintiff's assistance from the United Way Association of S.C. to investigate the Breach of contractual agreement.
16. The after school care provider questioned the paperwork that the Plaintiff had them sign after receiving the letter from Amanda Lawrence. It gave the appearance that the Plaintiff had committed a fraudulent act because it contradicted the information provided by the Plaintiff and the paperwork provided by First Financial that the after school care provider had to sign.
17. The Retaliation resulted in a malicious attack on the character of the Plaintiff and negatively impacted her service as an AmeriCorps member.
18. As a result of the Defendants' implementation and approval of the Defamation of Character both Libel and Slander the Plaintiff has suffered actual and consequential damages.
19. The Plaintiff seeks actual and consequential damages, costs, advisement fees, pursuant to S.C. Code 15-77-300 and post judgment interest for the willful malicious Defamation of the Plaintiff's character via Libel and Slander.

**SECOND CAUSE OF ACTION**  
**(Breach of Contract Accompanied by a Fraudulent Act)**

The Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

20. The Defendants' lack of adherence to the contractual agreement was done with the accompanied of the fraudulent act of Retaliation via Defamation of Character of the Plaintiff violating both state and federal law. Federal law prohibits Retaliation as it relates to entities receiving federal funds.

21. The fraudulent intent relating to the Breach of the contractual agreement is evidence by the circumstances surrounding the Breach.
22. Bonnie Bella, Sr. V.P. of Community Impact, informed the Defendant that protocol would be followed which was also breached in representation of the Defendants.
23. Plaintiff had to contact AmeriCorps' Patrick Corvington to get the Defendants' and the United Way Association of S.C. to respond to the Plaintiff's request for a Grievance hearing. Yet, the Defendants' still did not follow the contractual agreement accordingly as prescribed.
24. Material revisions to the contractual agreement may only have been made with the approval of all parties involved. The Plaintiff never agreed to any revision to the original agreement.
25. As a result of the Defendants' actions the Plaintiff has suffered damages in the form of lost back wages, future wages, lost income and benefits, severe psychological harm, emotional distress, anxiety, pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, physical injuries and further seeks cost of these actions, fees, Pursuant to S.C. Code 15-77-300 and post judgment interest.

**THIRD CAUSE OF ACTION**  
**(Third Party Beneficiary Breach of Contract)**

The Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

26. Defendants' are accountable to the AmeriCorps program.
27. Defendants' grant must be administered and governed in a manner agreed upon by it and the AmeriCorps program.
28. The terms of the Defendants' approved grant application constitute a contract between the Defendants and the AmeriCorps program.
29. Material revision to the contract and agreement must be made only with the approval of all parties involved. If the revision affects the service corps members, such changes must be acknowledged and set forth to the members. If such changes affect a contractual agreement that is already in place with the service corps members all parties must agree to the changes.

30. The Plaintiff as an AmeriCorps member with rings under the contract is an intended third party beneficiary of the contract between the Defendants and AmeriCorps.
31. Defendants have breached its contractual obligations with its sponsor-AmeriCorps. The Defendants failed to implement the Grievance policy. The Defendants did not follow the federal guidelines as it relates to Retaliation and any entity receiving federal funds.
32. The Plaintiff has been harmed by the Defendants' breach of their contractual obligations to the AmeriCorps program.
33. Plaintiff had to contact AmeriCorps' Patrick Corvington to get the Defendants' and the United Way Association of S.C. to respond to the Plaintiff's request for a Grievance hearing. Yet, the Defendants' still did not follow the contractual agreement accordingly as prescribed.
34. The Plaintiff seeks actual and consequential damages, costs, and post judgment interest as a third party beneficiary for Defendants' wrongful breach of its contract with AmeriCorps.
35. The Defendants owed the Plaintiff a duty to ensure that decisions made in relations to service corps members program participation affecting the Plaintiff were made in a fair and rational manner, Consequently, the Defendants did so in a manner that was grossly negligent, reckless, disingenuously without substantial justification in permitting its employee, Amanda Lawrence to retaliate against the Plaintiff and did not ensure that the contractual agreement's term were met as prescribed by the agreement's content and by state and federal law.
36. Defendants were grossly negligent in permitting its employees to ignore the provisions of its contractual agreement and the malicious Defamation of Character via Libel and Slander through Retaliation before and after it was brought to their attention. The Defendants willingly violated the rights of the Plaintiff.
37. The Defendants were grossly negligent in failing to require its employees to abide by its contractual obligations to the Plaintiff as prescribed with its grant and agreement with AmeriCorps.
38. As a result of the Defendants' actions the Plaintiff has suffered damages in the form of lost back wages, future wages, lost income and benefits, severe psychological harm, emotional distress, anxiety, pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment,

humiliation, physical injuries and further seeks cost of these actions, fees, Pursuant to S.C. Code 15-77-300 and post judgment interest.

**FOURTH CAUSE OF ACTION  
(Breach of Written Notice)**

The Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

39. Bonnie Bella breached the terms of her Certified Letter in which she informed the Plaintiff that protocol would be followed as it relates to the Grievance. She informed the Plaintiff that she is Amanda Lawrence's supervisor.
40. Bonnie Bella was one of the recipients of the letter that contained the malicious statements against the Plaintiff thereby, tainting her views of fairness for the Plaintiff.
41. Bonnie Bella was in attendance of the December 2010 meeting where slanderous remarks were made by Amanda Lawrence whom she supervises. She was made aware of the fact that the Plaintiff had documented proof but ignored the Plaintiff.
42. Bonnie Bella did an investigation into the matter and found no fault with the libel and slander committed by Amanda Lawrence. Therefore, she accepted responsibility in representation of Trident United Way. Bonnie Bella's conclusion in representation of Trident United Way dated January 6, 2012 received via Certified Mail.
43. The Plaintiff seeks actual and consequential damages, costs, and post judgment interest as a third party beneficiary for Defendants' wrongful breach of its contract with AmeriCorps.
44. The Defendants owed the Plaintiff a duty to ensure that decisions made in relations to service corps members program participation affecting the Plaintiff were made in a fair and rational manner, Consequently, the Defendants did so in a manner that was grossly negligent, reckless, disingenuously without substantial justification in permitting its employee, Amanda Lawrence to retaliate against the Plaintiff and did not ensure that the contractual agreement's terms were met as prescribed by the agreement's content and by state and federal law.

45. The Defendants were grossly negligent in failing to require its employees to abide by its contractual obligations to the Plaintiff as prescribed with its grant and agreement with AmeriCorps.

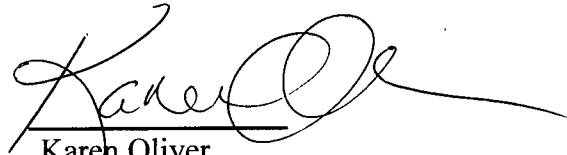
Karen Olive  
12/17/12  
K.O.

Certificate of Counsel

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The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

September 14, 2015



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