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SC Court of Appeals

EXHIBIT 3

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

JAMES EARL TEGELER,

2020-CP-23-01213

COMMON PLEAS CIVIL CASE NO.

Plaintiff(s),

v.

CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, LINDA SMITH,
NORTHGATE BAPTIST CHURCH,

PLAINTIFF'S NOTICE AND MOTION FOR
RECONSIDERATION TO ALTER OR AMEND
A JUDGMENT AND MOTION FOR RELIEF FROM
JUDGMENT

Defendant(s).

TO: CHARLOTTE COLLIER
HANNAH ELIZABETH COLLIER
LINDA SMITH
NORTHGATE BAPTIST CHURCH

PLEASE TAKE NOTICE that Plaintiff hereby submits this motion for reconsideration to alter or amend the Court's Orders entered and dated on August 18, 2020 ("Orders"), pursuant to rule 59(e) of the South Carolina Rules of Civil Procedure. Additionally, Plaintiff hereby submits this motion for relief from judgment for the Court's Orders pursuant to rule 60 of the South Carolina Rules of Civil Procedure. The motions are divided into several sections as set forth below. Each section provides multiple grounds for reconsideration of relief from the Court's Order. Collectively, pursuant to these grounds for reconsideration and relief, Plaintiff seeks rulings on matters that the Court did not address in its Orders; Plaintiff seeks the Court's reasons for deciding certain matters where no reasons are given; Plaintiff seeks for the Court to reconsider its findings and correct its errors based on the record, the law, and civil procedures; and, Plaintiff seeks relief from the Orders based on mistake(s), surprise, fraud, misrepresentation, or other misconduct of an adverse party. Plaintiff hereby incorporates all previous filings by Plaintiff into this motion. Plaintiffs' show the following:

FACTS

Plaintiff filed a Summons and Complaint on February 25, 2020. Plaintiff's Summons and Complaint included the following causes of action: (1) false imprisonment against Defendant **NORTHGATE BAPTIST CHURCH**; (2) defamation against all defendants; (3) fraud in the inducement against Defendant **NORTHGATE BAPTIST CHURCH**; (4) negligent misrepresentation against Defendant **NORTHGATE BAPTIST CHURCH**; (5) negligent hiring, supervision, and retention of employees against Defendant **NORTHGATE BAPTIST CHURCH**; (6) intentional infliction of emotional distress against all defendants; (7) negligent infliction of emotional distress against all defendants; (8) wrongful termination against Defendant **NORTHGATE BAPTIST CHURCH**; and, (9) civil conspiracy against all defendants. Plaintiff prayed for the Court's leave to amend

Plaintiff's complaint in both Plaintiff's Complaint and Plaintiff's Response to Defendant **NORTHGATE BAPTIST CHURCH**'s Motion to Dismiss and Memorandum in Support of its Motion to Dismiss, Defendant **CHARLOTTE COLLIER**'s Motion to Dismiss, Defendants **HANNAH COLLIER** and **LINDA SMITH**'s Motion for Judgment on the Pleadings and Motion to Dismiss, and Defendant **NORTHGATE BAPTIST CHURCH**'s Memorandum in Support of its Motion to Dismiss filed on August 14, 2020.

Defendant **NORTHGATE BAPTIST CHURCH** filed a Motion to Dismiss on March 25, 2020, to dismiss all cause(s) of action. Rule 12(b)(6), S.C.R.C.P. Defendant **CHARLOTTE COLLIER** filed an Answer to Complaint on March 30, 2020. Defendants **HANNAH ELIZABETH COLLIER** and **LINDA SMITH** filed an Answer on March 30, 2020. Defendant **CHARLOTTE COLLIER** filed an Amended Answer on April 2, 2020. Defendant **CHARLOTTE COLLIER** filed a Motion to Dismiss on April 2, 2020, based on a motion for summary judgment on the pleadings. Rule 12(c), S.C.R.C.P. Plaintiff filed an Order of Protection on April 9, 2020, through June 9, 2020, due to health reasons for Plaintiff's counsel who has experienced ongoing health complications subsequently thereafter. Defendants **HANNAH ELIZABETH COLLIER** and **LINDA SMITH** filed a Notice of Motion and Motion for Judgment on the Pleadings and Motion to Dismiss on April 27, 2020, to dismiss all cause(s) of action. Rules 12(b)(6), 12(c), S.C.R.C.P. **HANNAH ELIZABETH COLLIER** and **LINDA SMITH** filed an Amended Answer on April 27, 2020. Defendant **NORTHGATE BAPTIST CHURCH** filed a Memorandum in Support of its Motion to Dismiss on August 13, 2020. Defendant **CHARLOTTE COLLIER** filed a Memorandum in Support of Motion to Dismiss on August 14, 2020, based on a motion for summary judgment on the pleadings. Rule 12(c), S.C.R.C.P. Defendants **HANNAH ELIZABETH COLLIER** and **LINDA SMITH** filed a Memorandum in Support of Defendants, Hannah Collier and Linda Smith, Motion to Dismiss and Motion for Summary Judgment on the Pleadings on August 17, 2020. Rules 12(b), 12(c), S.C.R.C.P. Defendant **HANNAH ELIZABETH COLLIER** filed an affidavit on August 17, 2020. Plaintiff filed a Response to Defendant **NORTHGATE BAPTIST CHURCH**'s Motion to Dismiss filed on March 25, 2020, Defendant **CHARLOTTE COLLIER**'s Motion to Dismiss filed on April 2, 2020, Defendants **HANNAH COLLIER** and **LINDA SMITH**'s Motion for Judgment on the Pleadings and Motion to Dismiss filed on April 27, 2020, and Defendant **NORTHGATE BAPTIST CHURCH**'s Memorandum in Support of its Motion to Dismiss filed on August 14, 2020.

The hearing before the Court was on August 18, 2020, concerning Defendant **NORTHGATE BAPTIST CHURCH**'s Motion to Dismiss filed on March 25, 2020, Defendant **CHARLOTTE COLLIER**'s Motion to Dismiss filed on April 2, 2020, Defendants **HANNAH COLLIER** and **LINDA SMITH**'s Motion for Judgment on the Pleadings and Motion to Dismiss filed on April 27, 2020. On August 18, 2020, the Court granted: (1) the 12(b)(6) motion to dismiss Plaintiff's case in the entirety for Defendant **NORTHGATE BAPTIST CHURCH**; (2) the 12(c) motion for summary judgment on the pleadings to

dismiss Plaintiff's case in the entirety for Defendant **CHARLOTTE COLLIER**. On August 20, 2020, the Court amended its order and granted the 12(b)(6) motion to dismiss and the 12(c) motion for summary judgment on the pleadings to dismiss Plaintiff's case in the entirety for Defendants **HANNAH ELIZABETH COLLIER** and **LINDA SMITH**.

GROUND FOR RECONSIDERATION BASED ON EXCEPTIONS TO PARTICULAR STATEMENTS, FINDINGS, AND CONCLUSIONS IN THE ORDER

Plaintiff raises the following exceptions to particular statements, findings, and conclusions in the Orders, and Plaintiff respectfully requests that the Court reconsider the same based on the record and the evidence and arguments identified herein.

I. A RULING GRANTING A 12(b)(6) MOTION TO DISMISS AN ACTION IS PROCEDURALLY DEFECTIVE CONVERTING THE MOTION INTO A MOTION FOR SUMMARY JUDGMENT UNDER RULE 56 WHEN A GENUINE DISPUTE OF A MATERIAL FACT EXISTS OR NO SUPPORTING EVIDENCE OR AFFIDAVITS WERE SUBMITTED IN A TIMELY MANNER

a. THE STANDARD OF REVIEW FOR A 12(b)(6) MOTION TO DISMISS

A 12(b)(6) motion to Plaintiff's complaint is a drastic remedy that states Plaintiff failed "to state facts sufficient to constitute a cause of action." Rule 12(b)(6), S.C.R.C.P. A 12(b)(6) motion to dismiss may not survive "if facts alleged and inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case." *Toussaint v. Ham*, 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987). Pleadings are construed liberally "to do substantial justice to all parties." S.C.R.C.P. 8(f); see *Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 38, 530 S.E.2d 369, 373 (2000). Moreover, "[t]he allegations of a complaint are to be liberally construed in favor of the pleader." *Stroud v. Riddle*, 260 S.C. 99, 102-103, 194 S.E.2d 235, 237 (1973). A complaint is sufficient if the complaint raises an issue of fact that would entitle Plaintiff to judgment if the fact is resolved in favor of Plaintiff by stating any cause of action or Plaintiff is entitled to any relief whatsoever. *Russell v. Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991). Typically, the remedy is for Plaintiff to be granted leave to amend Plaintiff's Complaint rather than be subject to dismissal with prejudice in a drastic and harsh reprieve. *Spence v. Spence*, 368 S.C. 106, 129, 628 S.E.2d 869, 881 (2006); *Dockside Ass'n v. Detyens, Simmons & Carlisle*, 297 S.C. 91, 95, 374 S.E.2d 907, 909 (Ct. App. 1988).

By contrast, if the moving party transforms a 12(b)(6) motion to one of summary judgment for a cause of action, then the moving party must proceed under Rule 56 and all the parties must have a reasonable opportunity to present outside matters and materials separate from the pleadings. Rule 12(b)(6), S.C.R.P. A motion for summary judgment must be denied when a genuine issue regarding any material fact exists as a matter of law and "the evidence and all reasonable inferences drawn from it must be viewed in the light most favorable to the nonmoving party." *Watson v. Underwood*, 407 S.C. 443, 453, 756 S.E.2d 155, 160 (Ct. App. 2014). By contrast, when resisting a motion for summary judgment, the nonmoving party must come forward with specific facts showing genuine issues that require a trial on the issue. If the moving party carries the initial burden that the nonmoving party's case lacks evidentiary support, the nonmoving party may not resort to

allegations or denials in the pleadings. *Skywaves I Corp. v. Branch Banking & Tr. Co.*, 423 S.C. 432, 453, 814 S.E.2d 643, 654 (Ct. App. 2018). Rule 56 requires a time frame for parties to exchange materials, admissible evidence, affidavits, or any of the above. Rule 56(e), S.C.R.C.P. The moving party must provide materials, admissible evidence, extrinsic evidence, affidavits, or any of the above ten (10) days before the hearing. Then the process follows for the non-moving party to dispute and refute evidence or introduce other evidence to support the non-moving party's position. However, through the exchange of materials, and for a motion for summary judgment, whether a motion for summary judgment or motion for summary judgment on the pleadings, the evidence must be admissible evidence subject to cross-examination, an affidavit, or any of the above.

b. PLAINTIFF'S CAUSE(S) OF ACTION AGAINST NORTHGATE BAPTIST CHURCH SHOULD NOT BE DISMISSED BECAUSE A GENUINE DISPUTE OF A MATERIAL FACT EXISTS CONCERNING THE VALIDITY OF THE NORTHGATE BAPTIST CHURCH'S THE SEPARATION AGREEMENT AND RELEASE OF CLAIMS

i. NORTHGATE BAPTIST CHURCH'S EXCULPATORY CLAUSE(S) IN THE SEPARATION AGREEMENT AND RELEASE OF CLAIMS IS AMBIGUOUS, SUSCEPTIBLE TO MORE THAN ONE MEANING, AND PERMITS RAISING CLAIM(S) ARISING AFTER THE AGREEMENT

A release is all governed by general contract law. *Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 46, 747 S.E.2d 178, 183 (2013); *Wade v. Berkeley Cty.*, 339 S.C. 495, 502-03, 529 S.E.2d 734, 737-38 (Ct. App. 1999). And, normal contract defenses are also still applicable. See *Aldridge v. Watts Mill*, 131 S.C. 222, 231-32, 127 S.E. 213, 216-17 (1925). "Like any contract, a release given without consideration is void. However, when the consideration for a release is something of value, the release is still subject to being voided by fraud, coercion[,] undue influence[, lack of mental capacity, or any of the above.]" *Hyman v. Ford Motor Co.*, 142 F. Supp. 2d 735, 741 (D.S.C. 2001); *Lowery v. Callahan*, 210 S.C. 300, 304, 42 S.E.2d 457, 458 (1947). For example, inadequate consideration to forgo other rights may also result in the four corners of the release not representing the contemplation of the parties' intentions prior to entering into the agreement. Exculpatory contracts such as release contracts are disfavored by the law warranting judicial review of common sense and good faith in scrutinizing the construction of the contract to avoid an absurd result and reach a more reasonable, fair, and just construction to prevail. *Fisher v. Stevens*, 355 S.C. 290, 295, 584 S.E.2d 149, 152 (Ct. App. 2003).

Whether the construction of the contract between the parties is ambiguous as matter of contractual interpretation is a question of law. *McGill v. Moore*, 381 S.C. 179, 185, 672 S.E.2d 571, 574 (2009). Ultimately the Court must "ascertain and give legal effect to the parties' intentions as determined by the contract language." *Id.* The Court will give plain, unambiguous language the ordinary meaning intended when reading the contract as a whole document. *Id.* When a contract is ambiguous, the Court will allow extrinsic, parol evidence "to ascertain the true meaning and intent of the parties." *Penton v. J.F. Cleckley & Co.*, 326 S.C. 275, 280, 486 S.E.2d 742, 745 (1997). A contract is ambiguous when it is construed with more than one meaning,

the meaning is unclear, the meaning is obscure through indefiniteness of expression, or having a double meaning. *Ecclesiastes Prod. Ministries*, 374 S.C. at 499-500; *Carolina Ceramics, Inc. v. Carolina Pipeline Co.*, 251 S.C. 151, 155-56, 161 S.E.2d 179, 181 (1968). The courts construe ambiguity strictly against the drafter of the contract in favor of the non-drafter. *Ecclesiastes Prod. Ministries*, 374 S.C. at 499-500.

Here, the Agreement is still governed by contract law and contract defenses just like any other contract. When construed with Section 3.A. and 3.D., the construction of the Agreement is ambiguous and susceptible to more than one interpretation and unclear for examples such as: (1) whether the claims released in Section 3.A. are invalid when Section 3.D. provides that the Agreement does not apply to Plaintiff's claims that cannot be waived by operation of law; (2) whether the release in the Agreement applies to Plaintiff's cause(s) of action because Plaintiff cannot waive a claim when the claim has not fully consummated yet at the time of signing the Agreement as one could reasonably construe Section 3.D., even for circumstances surrounding the formation of the Agreement. Section 3.D. clearly states that Plaintiff does not release or waive any rights or claims that may arise after the execution of the Agreement. Such language is problematic for Defendant **NORTHGATE BAPTIST CHURCH** because the actual formation of the Agreement occurs simultaneously with a factual basis and ongoing injury that occurs during, after, or both of the formation of the Agreement. Meaning, Plaintiff cannot waive cause(s) of action while those cause(s) of action are occurring at the same time for Defendant NORTHGATE BAPTIST CHURCH to neatly sweep Plaintiff's rights under the rug using unenforceable provision(s) to shield Defendant NORTHGATE BAPTIST CHURCH from liability for its negligence, intentional torts, gross negligence, reckless conduct, or willful or wanton conduct—even at the very moment of forming the Agreement. The severance amount in the settlement agreement was insufficient consideration compared to Plaintiff's annual salary, of which Defendant NORTHGATE BAPTIST CHURCH was notified of repudiation but never requested the funds to be returned upon notice.

As Defendant **NORTHGATE BAPTIST CHURCH** is the drafter of the Agreement, the release should be construed strictly against Defendant **NORTHGATE BAPTIST CHURCH** in favor of Plaintiff to produce a more fair and just result than the absurdity Defendant **NORTHGATE BAPTIST CHURCH** is presenting in its legal analysis misconstruing its own Agreement. The language of the Agreement does not operate to bar Plaintiff's claims related to or surrounding the formation of the Agreement as a contract under the circumstances. Defendant's exculpatory provision(s) in the release are: (1) overly broad in the scope of claims released; and, (2) unenforceable as a matter of public policy because the Agreement is absent of explicit, clear language indicating the parties' consent to release negligence, intentional torts, gross negligence, reckless conduct, or willful or wanton conduct. Section 3.A. is a laundry list of potential claims, of which some would not apply to the circumstances or are in violation of public policy. In Section 3.D., the language stating "[t]he intent of this Agreement is to fully and finally resolve all claims and possible claims against the Company that are waivable

whether legal or equitable” does not clearly and explicitly indicate a meeting of the minds for both parties to release specifically cause(s) of action for negligence, intentional torts, gross negligence, reckless conduct, or willful or wanton conduct. The language is unclear and ambiguous to that exact construction, which is not specifically stated, and thereby negates Plaintiff’s intentions for purposes of assenting to said provision. The phrase “any and all claims” does not translate to a specific release of claim(s) for negligence, intentional torts, gross negligence, reckless conduct, or willful or wanton conduct for purposes of the parties intent and whether a meeting of the minds exist. The blatant ambiguity and contradiction in Section 3.D. of the agreement is that, on the one hand the language seeks “to fully and finally resolve all claims and possible claims” between the parties while, on the other hand, the provision claims that Plaintiff’s doesn’t release claims arising after the execution of the Agreement—including possible claims. **Plaintiff cannot waive a cause of action when the right has not even accrued yet because the analysis focuses—not on the language of the Agreement—but the circumstances surrounding the Agreement happening at the same time during the formation of the Agreement that is the very subject matter giving rise to the factual basis for Plaintiff’s cause(s) of action and negates Plaintiff’s free will to execute a contract.**

ii. CAUSE(S) OF ACTION RELATED TO NEGLIGENCE, GROSS NEGLIGENCE, AND INTENTIONAL TORTS ARE STILL VIABLE CAUSES OF ACTIONS BECAUSE PUBLIC POLICY PROHIBITS DISCLAIMING THOSE CLAIM(S) BEFORE AND AFTER THE TERMINATION MEETING

An illegal contract is void and unenforceable if the contract: (1) violates public policy; (2) statutory law; or, (3) provisions of the Constitution. *Berkebile v. Outen*, 311 S.C. 50, 53 n.2, 426 S.E.2d 760, 762 (1993). Exculpatory contracts construed to exempt a party from that party’s own negligence will be prohibited in the absence of explicit, clear language indicating doing so was the parties’ consent. *S.C. Elec. & Gas Co. v. Combustion Eng’g, Inc.*, 283 S.C. 182, 191, 322 S.E.2d 453, 458 (Ct. App. 1984). Moreover, overly broad exculpatory clauses contravene public policy, especially when exempting one party from any liability from that party’s negligence. *Fisher*, 355 S.C. at 297. Exculpatory contracts such as waivers and releases intended to exempt one party from liability for gross negligence, reckless conduct, willful or wanton conduct, or, intentional acts is overly broad, unenforceable, and against public policy unless the in the absence of explicit, clear language indicating doing so was the parties’ consent. *McCune v. Myrtle Beach Indoor Shooting Range, Inc.*, 364 S.C. 242, 248-52, 612 S.E.2d 462, 465-67 (Ct. App. 2005).

The very manner in which Defendant **NORTHGATE BAPTIST CHURCH** overpowered Plaintiff’s will at the time of Plaintiff signing the Agreement, in addition to non-enforceable provision(s) contrary to public policy, negates the operation of the exculpatory contract. While false imprisonment, fraud in the inducement, and negligent misrepresentation occurred during the time of forming the contract, these cause(s) of action dovetail into the analysis for duress, lack of assent, and mental incapacity and

accrued after the Agreement with ongoing injury and damages. Duress avoids an unenforceable contract. *Whitlock v. Creswell*, 190 S.C. 314, 335-36, 2 S.E.2d 838, 847 (1939). To prove that the other party procured the contract through duress, one has to prove: “(1) coercion; (2) putting a person in such fear that he is bereft of the quality of mind essential to the making of a contract; and (3) that the contract was thereby obtained as a result of this state of mind.” *Holler v. Holler*, 364 S.C. 256, 267, 612 S.E.2d 469, 475 (Ct. App. 2005). Under the totality of the circumstances, the wrongful conduct such as wrongful act(s), unlawful act(s), or threat(s) by another coerced the other party by preventing that party from exercising will in kind. *Id.* at 266-67. The byproduct of the coercion invokes fear that paralyzes one’s free will—not the means used to accomplish the wrongful conduct. *Id.* at 267-68. When the party in a superior position of bargaining strength dominates the weaker party, such as the employer toward the employee in an employer-employee relationship, the stronger party dictates the terms of the contract in such a pervasive manner as to displace the weaker party’s will. *Id.* Freedom of will is essential to the validity of a contract because the deprivation of one’s free will and oppression of one’s person by threats regarding the safety or liberty of one’s person, loved ones, or property negates the meeting of the minds required for a valid contract. *Id.*; *Whitlock*, 190 S.C. at 335-36.

Plaintiff’s allegations in paragraphs 59 to 112 of Plaintiff’s Complaint raises factual issues concerning the formation of the Separation Agreement and Release of Claims (“Agreement”) between Plaintiff and Defendant **NORTHGATE BAPTIST CHURCH** on or around April 10, 2020. Plaintiff has previously made the argument that the cause(s) of action did not accrue at the moment of signing the Agreement when Plaintiff was not in his right mind. Genuine disputes as to facts material to Plaintiff’s cause(s) of action exist with respect to the construction of the release, the accrual of cause(s) of action occurring at the very moment of the termination meeting, Plaintiff’s free will to contract overpowered when coerced to sign the termination agreement, and the ability to bring new cause(s) of action that arise after the termination meeting. Plaintiff raised issues with Plaintiff’s free will to enter into a contract being compromised because of the overwhelming coercion exercised by Dr. Barry Jimmerson, Laurel Shaler, and Warren Peden at the time of the termination meeting. Warren Peden with Defendant **NORTHGATE BAPTIST CHURCH** made a public outburst to the choir accusing Plaintiff of having an inappropriate relationship with one of the teenagers. Those in the room understood the implication of Plaintiff involved in engaging sexual activity with underage minors. Moreover, Dr. Barry Jimmerson with Defendant **NORTHGATE BAPTIST CHURCH** disclosed the nature of Plaintiff’s termination to third parties that had no involvement in Plaintiff’s termination.

On or around April 25, 2020, Plaintiff provided Defendant **NORTHGATE BAPTIST CHURCH** prompt notice of repudiating the termination agreement:

Please be advised that **JAMES EARL TEGELER**, who is the abovementioned party (“Client”), has retained the Dickson Davis Law Firm, LLC (“Firm”) to represent that party’s interest in the potential or pending litigation regarding this matter concerning defamation of character against the Firm’s Client by

HANNAH ELIZABETH COLLIER, CHARLOTTE COLLIER, and LINDA SMITH, of which may result in the unfounded basis regarding the termination of the Firm's Client and validity of the documents pertaining to the termination of the Firm's Client on or around April 10, 2018. Plaintiff's Response to Defendants' Motion to Dismiss, Exhibit G.

The cease and desist notice clearly provided Defendant **NORTHGATE BAPTIST CHURCH** prompt notice challenging the validity of the documents related to Plaintiff's termination.

Plaintiff hereby requests the Court to amend its order and deny Defendant **NORTHGATE BAPTIST CHURCH's** 12(b)(6) Motion to Dismiss Plaintiff's cause(s) of action, or in the alternative grant Plaintiff leave to amend Plaintiff's Complaint. Rule 15(a), 56(e), 60(b), S.C.R.C.P.

c. DEFENDANT HANNAH ELIZABETH COLLIER'S 12(b)(6) MOTION TO DISMISS PLAINTIFF'S CASE IS PROCEDURALLY DEFECTIVE AND SUBSTANTIVELY INACCURATE AS A MATTER OF LAW

i. DEFENDANT HANNAH ELIZABETH COLLIER'S 12(b)(6) MOTION TO DISMISS PLAINTIFF'S CAUSE OF ACTION FOR DEFAMATION SHOULD SURVIVE BECAUSE THE STATEMENT OF "INAPPROPRIATE RELATIONSHIP" HAS A PLAIN AND UNAMBIGUOUS OFFENSIVE MEANING AS A DEFAMATORY STATEMENT

Whether a statement is actionable per se is a matter of law for the court to decide. *Erickson v. Jones St. Publr's, LLC*, 368 S.C. 444, 465-66, 629 S.E.2d 653, 664-65 (2006). When reasonable minds might differ on the meaning of the statement as defamatory, then the issue must go to a jury. *Parrish v. Allison*, 376 S.C. 308, 321, 656 S.E.2d 382, 389 (Ct. App. 2007). However, some statements are clearly defamatory that the court may answer the question as to whether the statement is defamatory per se. *Parrish v. Allison*, 376 S.C. 308, 321, 656 S.E.2d 382, 389 (Ct. App. 2007). In doing so, the court not only considers the facial value of the statement but evidence concerning extrinsic facts and circumstances. *Id.* When "defamation is actionable per se, then under common law principles the law presumes the defendant acted with common law malice and that the plaintiff suffered general damages." See *Holtzscheiter v. Thomson Newspapers*, 332 S.C. 502, 508-13, 506 S.E.2d 497, 501-03 (1998). Spoken defamation published to a third party is slander. See *id.* Defamation per se is when the "[t]he defamatory meaning of a message or statement [is] obvious on the face of the statement." *Id.*

Slander per se is actionable per se "when [the statement] charges the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Erickson*, 368 S.C. at 466 n.7. A crime of moral turpitude is an accusation based on "an act of baseness, vileness, or depravity in private and social duties that a man owes to his fellow men or to society in general, contrary to the accepted and customary rule of right and duty between man and man" *Smith v. Smith*, 194 S.C. 247, 251, 9 S.E.2d 584, 586 (1940). Slander per se is actionable for a crime of moral turpitude when the speaker publishes "any words which falsely or maliciously charge the commission of a crime, or which distinctly assume or imply one has committed a crime, or which raise a

strong suspicion in the minds of hearers or readers, that one has committed a crime.” *Lesesne v. Willingham*, 83 F. Supp. 918, 921 (D.S.C. 1949). The effect of such a charge on the listener, who is a third-party, involving an accusation for a crime of moral turpitude is the proper legal analysis rather than whether the meaning of the statement is understood “positively and directly by words of clear and unmistakable meaning or only indirectly and by means of innuendo.” *Id.* (explaining that the legal analysis does not go through the analysis of whether a defamatory statement is slander per se or slander per quod because the very nature of the statement itself is plain, clear, and unambiguous to have an offensive meaning at face value). A slanderous statement inferring a plaintiff’s impropriety or lack of integrity when performing plaintiff’s job is actionable per se as plaintiff being unfit for plaintiff’s profession. *Moshtaghi v. Citadel*, 314 S.C. 316, 324-25, 443 S.E.2d 915, 919-20 (Ct. App. 1994) (finding dismissing defamatory statement on the basis of a qualified privilege improper because a factual dispute arose as to whether the qualified privilege was lost); *Woodward v. S.C. Farm Bureau Ins. Co.*, 277 S.C. 29, 31, 282 S.E.2d 599, 600 (1981).

Furthermore, when the moving party for a motion for summary judgment tests the statement as to whether the words have an actionable quality, the moving party essentially admits to the allegations of defamatory statement(s) in the complaint. *Flowers v. Price*, 192 S.C. 373, 377, 6 S.E.2d 750, 751 (1940). In addition to words that raise a strong suspicion of a plaintiff’s guilt or criminal conduct within the minds of hearers, any words that are capable of attributing an offensive meaning is actionable. *Adams v. Daily Tel. Printing Co.*, 292 S.C. 273, 279, 356 S.E.2d 118, 122 (Ct. App. 1986). The analysis goes to whether a statement is defamatory per se—not to establishing the truth or falsity of the statement that is properly submitted to the factfinder. *Id.* Whether a statement is true or false is not dependent upon the speaker’s subjectivity or indefiniteness. *Id.* Rather, a court must deny a motion for summary judgment concerning a statement as defamatory if the court can affirmatively say that the published statement is capable of being construed as defamatory by a reasonable listener under the circumstances. *Flowers*, 192 S.C. at 377 (using an objective standard for the effect on the listener).

Here, the very essence of counsel for Defendant **HANNAH ELIZABETH COLLIER** submitting impermissible exhibits before the Court in a procedurally defective manner for the purpose of testing the meaning of “inappropriate relationship” operated as an admission that the statement “inappropriate relationship” is in fact defamatory on its face, especially when having to refute having any sexual relations with Plaintiff in response to the accusation of Plaintiff having an “inappropriate relationship” with Defendant **HANNAH ELIZABETH COLLIER**. When Counsel for Defendant **HANNAH ELIZABETH COLLIER** transforms a Rule 12(b)(6) motion into one for a motion for summary judgment, then Counsel for Defendant **HANNAH ELIZABETH COLLIER** must follow the procedure for a motion for summary judgment. Rule 56(c), S.C.R.C.P. Nevertheless, counsel for Defendant **HANNAH ELIZABETH COLLIER** reading the exhibit from Defendant **HANNAH ELIZABETH COLLIER**’s affidavit at the hearing on August 18, 2020, should be stricken. Rule 12(f),

S.C.R.C.P.¹ Such presentation is one-sided without Plaintiff having an opportunity to review said materials, dispute the same, or refute the same. Counsel for Defendant **HANNAH ELIZABETH COLLIER** submitted Defendant **HANNAH ELIZABETH COLLIER's** affidavit and exhibits on August 17, 2020, giving Plaintiff no opportunity to refute the affidavit and exhibits as extrinsic evidence the day before the hearing on August 17, 2020. Counsel for Defendant **HANNAH ELIZABETH COLLIER** was supposed to submit all affidavits and proposed evidence ten (10) days prior to the hearing on August 18, 2020, which never happened. Therefore, Counsel's recitation before the court concerning was entirely improper and subject to evidentiary insufficiency. Rule 56(e).

Plaintiff hereby requests the Court to amend its order and deny Defendant **HANNAH ELIZABETH COLLIER's** 12(b)(6) Motion to Dismiss Plaintiff's cause of action for defamation, or in the alternative grant Plaintiff leave to amend Plaintiff's Complaint. Rule 15(a), 56(e), S.C.R.C.P. The transcript of Counsel for Defendant **HANNAH ELIZABETH COLLIER** reading from Defendant **HANNAH ELIZABETH COLLIER's** affidavit should be stricken from the record. Rule 12(f), S.C.R.C.P.

ii. DEFENDANT ELIZABETH COLLIER'S 12(b) MOTION TO DISMISS SHOULD BE DENIED BECAUSE A GENUINE ISSUE OF MATERIAL FACT TRACEABLE TO THE ELEMENT OF SEVERE DISTRESS AND OUTRAGE EXISTS IN THE CAUSES OF ACTION FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

In this case, Plaintiff has suffered severe emotional distress by the accusation of having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER**. Here, both Defendant **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** went together to report Plaintiff to Dr. Barry Jimmerson that Plaintiff was having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER**. However, Defendant **CHARLOTTE COLLIER** then admits to informing Dr. Barry Jimmerson that she believes the age difference between Plaintiff and Defendant **HANNAH ELIZABETH COLLIER** is now

¹ A motion to strike allegations in a pleading is permissible under Rule 12(f) of the South Carolina Rules of Civil Procedure:

Upon motion pointing out the defects complained of, and made by a party before responding to a pleading or, if no responsive pleading is required within 30 days after the service of the pleading upon him or upon the court's own initiative, at any time the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter.

A motion to strike operates to challenge a theory of recovery alleged in a complaint, or counterclaim. *See Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 114, 682 S.E.2d 871, 874 (Ct. App. 2009); *Grooms v. Med. Soc'y of S.C.*, 298 S.C. 399, 401-04, 380 S.E.2d 855, 857-58 (Ct. App. 1989). A cause of action "accrues the moment the defendant breaches a duty owed to the plaintiff." *Grooms*, 298 S.C. at 399. The standard for reviewing a motion to strike is abuse of discretion when "either real cause for doubt [to a question in dispute], or it is clear that the ends of justice may well be promoted by a trial on the merits." *Mayes v. Paxton*, 313 S.C. 109, 115, 437 S.E.2d 66, 69-70 (1993). By contrast, if the facts are clear and undisputed as to whether the challenged defenses or cause(s) of action are insufficient, or further developing the issues in a trial on the merits is unnecessary to find the challenged defenses or cause(s) of action insufficient as a matter of law, then fair, judicial discretion warrants granting a motion to strike accordingly. *See id.* An abuse of discretion occurs when the lower court does not account for the latter. *See id.*

inappropriate after having spent around seven (7) months around both Plaintiff and Defendant **HANNAH ELIZABETH COLLIER**. The age difference merely perpetuates a stigma where no crime has occurred between two legal adults nor any romantic or sexual activity that further supports the defamatory nature of the phrase “inappropriate relationship” in toto. Then, Defendant **CHARLOTTE COLLIER** back-peddles to say her daughter Defendant **HANNAH ELIZABETH COLLIER** did not have romantic feelings or sex with Plaintiff. But, somehow, the phrase “inappropriate relationship” rears its ugly head to mean Defendant **CHARLOTTE COLLIER** accused Plaintiff of being a predator for having an “inappropriate relationship” with Defendant **HANNAH ELIZABETH COLLIER**. Counsel for Defendant **HANNAH ELIZABETH COLLIER** also characterizes Defendant **HANNAH ELIZABETH COLLIER** as a high school student when she is an adult of legal age attending college.

On August 18, 2020, the characterization of Plaintiff as a predator by opposing counsel for Defendant Charlotte Collier takes the phrase “inappropriate relationship” to a whole new meaning that has without a doubt the effect on the listener including, but not limited to, the following: (1) an offensive statement about Plaintiff; (2) the listener believes that Plaintiff may be guilty, or suspects that Plaintiff is guilty; (3) Plaintiff committed a crime; (4) Plaintiff committed a crime of moral turpitude; and, (5) Plaintiff is unfit for his profession or business (especially in church ministry).² The word “predator” does not escape the correlation to the connotation of a sexual predator and criminal statutes penalizing an older man engaging in sexual activity or assault of an underage minor. Plaintiff was never prosecuted for any sexual crimes in this case. Plaintiff never committed any sexual crimes in this case. Promoting a stigma does not a crime make to debase an innocent man of such implications. Clearly, a genuine issue of material facts exist as to: (1) the use of the phrase “inappropriate contact” with respect to being slander per se that is actionable at law; (2) the effect on the listener from the use of “inappropriate relationship” and “predator” as slander per se that is actionable at law; (3) whether

² Counsel for an adverse party is an agent for the named principal who is the adverse party; the adverse party “speaks from the viewpoint of the agent making the verification in its behalf.” *Blackwell v. First Nat'l Bank*, 185 S.C. 427, 435, 194 S.E. 339, 343 (1937). Therefore, counsel for Defendant **CHARLOTTE COLLIER** purports to Defendant **CHARLOTTE COLLIER** calling Plaintiff a predator with respect to accusing Plaintiff of having an inappropriate relationship with her daughter Defendant **HANNAH ELIZABETH COLLIER**. This characterization of Plaintiff likely exceeds the scope of having a qualified privilege in the courtroom transforming the statement as unnecessary defamation. The publication of defamatory matter is subject to a qualified privilege provided that “(1) the matter is published upon an occasion that makes it conditionally privileged[;] and[.] (2) the privilege is not abused.” *Swinton Creek Nursery v. Edisto Farm Credit*, 334 S.C. 469, 484, 514 S.E.2d 126, 134 (1999). The occasion, the relationship of the parties, and the commonality of interest in the subject matter of the communication between the speaker and the listener set the parameters for rendering the publication conditionally privileged. *Id.* However, said publication by the speaker must be made honestly, in good faith to protect the commonality of interests, or confidentiality, and is limited in scope by going no further than the speaker’s interests or duties require. Factors to determine whether the qualified privilege was exceeded or abused include: (1) whether the speaker acting with malice; (2) whether the speaker published the statement in good faith; (3) whether the speaker limited the scope of the statement; and, (4) whether the speaker published the statement to the proper parties. *Id.* at 485. A principal may be held vicariously liable for an agent’s defamatory statements whether the agent acted within the scope of the agent’s employment or apparent authority. *Murray v. Holnam, Inc.*, 344 S.C. 129, 139-41, 542 S.E.2d 743, 748-49 (Ct. App. 2001) (“Communications between officers and employees of a corporation are qualifiedly privileged if made in good faith and in the usual course of business.”); *Moshtaghi v. Citadel*, 314 S.C. 316, 324, 443 S.E.2d 915, 920 (Ct. App. 1994) (discussing that the qualified privilege for the employer-employee relationship may be lost when manner of its exercise results in unnecessary defamation). However, a qualified privilege is merely an affirmative defense. *McBride v. Sch. Dist. of Greenville Cty.*, 389 S.C. 546, 560-62, 698 S.E.2d 845, 852-54 (Ct. App. 2010).

Defendant(s) had a qualified privilege or lost it; and, that Plaintiff claims the accusation of “inappropriate relationship is false, which is a matter for a finder of fact to decide.

A genuine dispute of material facts goes to Defendant(s) exceeding the bounds of decency as outrageous conduct portraying an innocent man—Plaintiff—as a sexual predator through the use of the phrase “inappropriate relationship” or “inappropriate contact.” This incident is outrageous because such grossly, inaccurate characterization makes things difficult for the real victims of sexual assault. Instead, Defendant(s) are using a shock and awe propaganda campaign of a stigma related to an older man sexually engaging with underage minors without a veritable legal basis for the freedom to associate with interpersonal relationships between legal adults. Real sexual predators do exist. Real victims of child molestation and rape do exist. This situation is beyond acceptable within the normal bounds of decency to throw away a man’s life when the real predators and victims are out there lost among a crying wolf starting with Defendant **HANNAH ELIZABETH COLLIER**. Plaintiff is not a sexual predator. Defendant(s) entire context of the circumstances has been entirely taken out of proportion. Counsel for Defendant **HANNAH ELIZABETH COLLIER** submitted Defendant **HANNAH ELIZABETH COLLIER**’s affidavit and exhibits on August 17, 2020, giving Plaintiff no opportunity to refute the affidavit and exhibits as extrinsic evidence the day before the hearing on August 17, 2020. Counsel for Defendant **HANNAH ELIZABETH COLLIER** was supposed to submit all affidavits and proposed evidence ten (10) days prior to the hearing on August 18, 2020, which never happened. Therefore, Counsel’s recitation before the court concerning was entirely improper and subject to evidentiary insufficiency. Rule 56(e).

Plaintiff hereby requests the Court to amend its order and deny Defendant **HANNAH ELIZABETH COLLIER**’s 12(b)(6) Motion to Dismiss Plaintiff’s cause of action for intentional infliction of emotional distress and negligent infliction of emotional distress, or in the alternative grant Plaintiff leave to amend Plaintiff’s Complaint. Rules 15(a), 56(e), S.C.R.C.P.

iii. DEFENDANT ELIZABETH COLLIER’S 12(b) MOTION TO DISMISS SHOULD BE DENIED BECAUSE A GENUINE ISSUE OF MATERIAL FACT TRACEABLE TO THE ELEMENT OF CIVIL CONSPIRACY

Civil conspiracy is when two or more persons join for the purpose to injure and cause special damage to the plaintiff. *Cricket Cove Ventures, LLC v. Gilland*, 390 S.C. 312, 324, 701 S.E.2d 39, 46 (Ct. App. 2010). The cause of action for civil conspiracy relates to the Plaintiffs’ damages resulting “from an overt act done pursuant to a common design.” *Id.* at 324. Special damage alludes to damage that is caused by the Defendants’ conduct:

[The Defendants’ conduct was] motivated by envy, ill will, spite and malice, did secretly and unlawfully further agree, combine, unite, scheme and conspire together for the purpose and with the design and intent of restraining, damaging, ruining, crushing and wrecking the plaintiff and driving him out of business and eliminating

him as a competitor; and that pursuant to, and in furtherance and consummation of, said unlawful agreement, combination, scheme and conspiracy, the defendants herein, their co-conspirators, agents, servants, aiders and abettors, have acted, united and co-operated together and have committed, or caused to be committed, numerous illegal and vicious acts, to the plaintiff's great injury and damage. *Charles v. Tex. Co.*, 192 S.C. 82, 98, 5 S.E.2d 464, 471 (1939).

Special damages are defined as damages that “go beyond the damages alleged in other causes of action.” *Cricket Cove Ventures, LLC*, 390 S.C. at 325; *Allegro, Inc. v. Scully*, 418 S.C. 24, 36-37, 791 S.E.2d 140, 146-47 (2016) (Beatty, J., dissenting) (proposing overruling the special damages requirement of civil conspiracy in South Carolina as a duplicative legal technicality conflating the bar on recovering from double damages with the element of special damages being a pleading requirement).

For reasons previously discussed, Plaintiff has reason to believe that Defendant **NORTHGATE BAPTIST CHURH** was collaborating with the other Defendant(s) to cause Plaintiff harm beyond pain and suffering, loss of reputation, and loss of other wages. Damages for defamation primarily deal with general damages. Defamation (for slander per se that is actionable at law), Intentional Infliction of Emotional Distress, and Negligent Infliction of Emotional Distress mainly deals with general damages. Should Plaintiff prevail, Plaintiff would then make an election of remedies to avoid double-dipping. Additionally, Negligent Intentional Infliction of Emotional Distress and Intentional Infliction of Emotional Distress are pled in the alternative as inconsistent pleading. For example, Plaintiff's special damages would include injuring Plaintiff's ability to work, causing Plaintiff to get fired from his job because of Defendants' allegations, ruining Plaintiff's ability to enter back into music ministry to youth ministry again, ruing Plaintiff's ability to work for a new employer, spreading wildfire gossip to the purpose of preventing Plaintiff from getting back into music ministry or youth ministry, and etc.

The phrase “inappropriate relationship” snakes its way through all the parties in this action. Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** reported Plaintiff to Dr. Barry Jimmerson with Defendant **NORTHGATE BAPTIST CHURCH** and accused Plaintiff of having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER**—and now the meaning of that phrase has transcended to the term “predator” by the Colliers. During Plaintiff's termination meeting, Laurel Shaler with Defendant **NORTHGATE BAPTIST CHURCH** spouts out accusing Plaintiff with the terminology inappropriate relationship and inappropriate contact regarding young girl(s) in the congregation, including Defendant **HANNAH ELIZABETH COLLIER**. Defendant Warren Peden with Defendant **NORTHGATE BAPTIST CHURCH** blatantly made an outburst in the church choir that Plaintiff was let go from Defendant **NORTHGATE BAPTIST CHURCH** for having an inappropriate relationship with one of the teenagers—the day after Plaintiff was fired. After Plaintiff was fired, Dr. Barry Jimmerson with Defendant **NORTHGATE BAPTIST CHURCH** disclosed the nature of Plaintiff's termination for having been investigated and accused of an inappropriate relationship with

Defendant **HANNAH ELIZABETH COLLIER** to other parishioners who were not involved in the termination process. Defendant **LINDA SMITH** was discovered gossiping with members of the community parroting Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** after receiving a cease and desist notice from Plaintiff. All of these opposing parties have a common denominator of the same phrase to have reasonable information and belief that conspiracy among the Defendant(s) is likely occurring.

Plaintiff hereby requests the Court to amend its order and deny Defendants' motions for 12(b)(6) and 12(c). Rule 56(e), S.C.R.C.P. If the Court deems that Plaintiff's Complaint should be amended to correct the element of special damages per Rule 9(g) of the South Carolina Rules of Civil Procedure for a heightened pleading requirement, then Plaintiff request leave from the Court to amend Plaintiff's Complaint accordingly. Rule 15(a), S.C.R.C.P.

d. DEFENDANT LINDA SMITH

Counsel for Defendant **LINDA SMITH** never submitted any materials, evidence, affidavits, or any of the above prior to the hearing on August 18, 2020, to support Defendant **LINDA SMITH**'s 12(b)(6) motion to dismiss. Rule 56(e), S.C.R.C.P. With the exception of Counsel for Defendant impermissibly reading exhibits from Defendant **HANNAH ELIZABETH COLLIER**'s affidavit that was submitted in an untimely manner and is procedurally defective, the analysis above is the largely the same for Defendant **LINDA SMITH**. In this case, Counsel for **LINDA SMITH** never presented any affidavit(s) or admissible evidence in a timely manner for Plaintiff to refute for Defendant **LINDA SMITH**. Counsel for **LINDA SMITH** was to file affidavit(s), admissible evidence, or any of the above ten (10) days before the hearing on August 18, 2020, of which never happened. For purposes of construing the Plaintiff's allegations in the Complaint as true, and reasonable doubts in favor of Plaintiff, Plaintiff's Complaint entitles Plaintiff to relief under any theory against Defendant **LINDA SMITH**. Plaintiff also provided affidavits supporting Plaintiff's cause(s) of action against Defendant **LINDA SMITH**.

Again, the testing of the phrase "inappropriate relationship" by counsel for Defendant **LINDA SMITH** operated as to an admission of the phrase being admitted under Plaintiff's Complaint. Upon information and belief, Defendant **LINDA SMITH** was also present when Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** reported Plaintiff to Dr. Barry Jimmerson with Defendant **NORTHGATE BAPTIST CHURCH**. The analysis for Intentional Infliction of Emotional Distress, Negligent Infliction of Emotional Distress, and Civil Conspiracy is similarly discussed above for Defendant **HANNAH ELIZABETH COLLIER**. For Defendant **LINDA SMITH**, Plaintiff alleges initially, without further discovery at this time, that Defendant **LINDA SMITH** was recklessly indifferent to Plaintiff's rights when spreading the defamatory accusation of Plaintiff having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER** to members of the community in a

manner of wildfire gossip. With regard to the cause of action for Civil Conspiracy, Defendant **LINDA SMITH** was a separate party that Plaintiff, upon information and belief, was working alongside Defendant **CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER, NORTHGATE BAPTIST CHURCH**, or any of the above with the purpose to injure Plaintiff beyond his reputation to his ability to obtain work, keep his current employment, and so forth when she expresses immense gratification that Plaintiff got fired from Defendant **NORTHGATE BAPTIST CHURCH**.

Plaintiff hereby requests the Court to amend its order and deny Defendant **LINDA SMITH**'s 12(b)(6) Motion to Dismiss Plaintiff's cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, and any other cause(s) of action, or in the alternative grant Plaintiff leave to amend Plaintiff's Complaint. Rule 15(a), 56(e), S.C.R.C.P.

II. A RULING ON A 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS IS FATALLY AND PROCEDUALLY DEFECTIVE AS MISCONDUCT BY OPPOSING COUNSEL FOR DEFENDANTS CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER, AND LINDA SMITH WHEN FAILING TO ADHERE TO THE PROCEDURAL REQUIREMENTS OF RULE 56(e)

a. THE STANDARD OF REVIEW FOR A RULE 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS PROVIDES THE REMEDY FOR PLAINTIFF TO AMEND THE COMPLAINT, OR, ALTERNATIVELY, ALLOW FOR PLAINTIFF TO REFUTE ADMISSIBLE EVIDENCE, AFFIDAVITS, OR BOTH IN A TIMELY MANNER PRIOR TO THE HEARING PURSUANT TO RULE 56

A 12(c) motion for summary judgment on the pleadings is similarly treated as a motion for summary judgment under Rule 56 of the South Carolina Rules of Civil Procedure:

After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings. If, on a motion for judgment on the pleadings, matters outside the pleadings are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56. S.C.R.P. Rule 12(c).

The court must deny a motion for summary judgment on the pleadings as a matter of law when the evidence and reasonable inferences therefrom shows a genuine disputed issue exists regarding any material fact for each essential element in the claim. *Fay v. Total Quality Logistics, LLC*, 419 S.C. 622, 628, 799 S.E.2d 318, 322 (Ct. App. 2017). The court must draw reasonable inferences from the evidence in favor of the non-moving party. *Id.* A summary judgment on the pleadings is, often, premature before preliminary discovery in litigation begins because the motion typically involves a variety of pleadings, including preliminary discovery, and other forms of admissible evidence together with affidavits. *See Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 114, 687 S.E.2d 29, 32 (2009). The standards for converting a motion into a motion for summary judgment previously discussed also apply to a 12(c) motion. Rule 56, S.C.R.C.P. Typically, Plaintiffs are entitled to amend the complaint than face dismissal under a Rule 12(c) motion.

b. DEFENDANTS CHARLOTTE COLLIER AND LINDA SMITH FAILED TO PROVIDE ANY EVIDENCE, AFFIDAVITS, OR BOTH TO SUPPORT A 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS WHEN RESTING THEIR LAURELS ON THE PLEADINGS ALONE IN A FATALLY DEFECTIVE MANNER THAT DID NOT SUPPORT THEIR 12(c) MOTION NOR UPHELD THE PROCEDURAL REQUIREMENTS IN RULE 56

Counsel for **CHARLOTTE COLLIER** and counsel for **LINDA SMITH** failed to provide materials, extrinsic evidence, admissible evidence, affidavits, or any of the above ten (10) days prior to the hearing on August 18, 2020, for Plaintiff to review and dispute, submit materials in return, and offer other materials to support Plaintiff's position. Therefore, Defendants **CHARLOTTE COLLIER** and **LINDA SMITH** cannot rely upon the pleadings alone when converting a 12(c) motion for summary judgment on the pleadings pursuant to Rule 56. Rules 12(c), 56, S.C.R.C.P.

Plaintiff hereby requests the Court to amend its order and deny Defendants **CHARLOTTE COLLIER** and **LINDA SMITH**'s 12(c) Motion to Dismiss Plaintiff's cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, and any other cause(s) of action, or in the alternative grant Plaintiff leave to amend Plaintiff's Complaint. Rule 15(a), 56(e), 60(b), S.C.R.C.P.

c. COUNSEL FOR DEFENDANT HANNAH ELIZABETH COLLIER FAILED TO PRESENT AN AFFIDAVIT IN A TIMELY MANNER FOR PLAINTIFF TO REFUTE SAID AFFIDAVIT PURSUANT TO THE REQUIREMENTS IN A 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS SUBJECT TO THE PROCEDURAL REQUIREMENTS IN RULE 56

Again, counsel for Defendant **HANNAH ELIZABETH COLLIER** failed to file an affidavit ten (10) days prior to the hearing for Plaintiff to review and all parties engage in the exchange of materials, extrinsic evidence, admissible evidence, affidavits, or any of the above. The

Plaintiff hereby requests the Court to amend its order and deny Defendant **HANNAH ELIZABETH COLLIER**'s 12(c) Motion to Dismiss Plaintiff's cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, and any other cause(s) of action, or in the alternative grant Plaintiff leave to amend Plaintiff's Complaint. Rule 15(a), 56(e), 60(b), S.C.R.C.P.

III. PLAINTIFF IS ENTITLED TO THE REMEDY TO AMEND COMPLAINT RATHER THAN FACE DISMISSAL FROM A 12(b)(6) MOTION OR A 12(c) MOTION

Should the Court find any deficiencies in Plaintiff's Complaint, Plaintiff should be entitled to amend the complaint to cure any noted deficiencies rather than face a dismissal with prejudice as a harsh and drastic remedy under the circumstances. *Spence v. Spence*, 368 S.C. 106, 129, 628 S.E.2d 869, 881 (2006). The South Carolina Rules of Civil Procedure provide that, unless the opposing counsel gives written consent, "a party may amend his pleading only by leave of court . . . and leave shall be freely given when justice so requires and does not prejudice any other party." S.C.R.P. Rule 15(a). The standard of review for an order denying a motion to amend a complaint is an abuse of

discretion. See *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006). Abuse of discretion by the judge issuing an order “was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support.” *Id.* The lower court may not base its denial to amend a complaint on the merits of the amended claim(s) in lieu of the criteria outlined under Rule 15(a) of the South Carolina Rules of Civil Procedure. *Patton v. Miller*, 420 S.C. 471, 489-93, 804 S.E.2d 252, 261-63 (2017); *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 507, 369 S.E.2d 156, 158 (Ct. App. 1988) (“In the absence of a proper reason, such as bad faith, undue delay, or prejudice, a denial of leave to amend is an abuse of discretion.”).

Under the first element of the court granting leave to amend a pleading freely as required to do justice, public policy strongly favors allowing parties to amend pleadings and encourages courts to freely grant a leave to amend pleadings. *Patton*, 420 S.C. at 489-93. Modeled after Rule 15(a) of the Federal Rules of Civil Procedure, the U.S. Supreme Court held that courts are behooved to follow the mandate outlined in Rule 15(a) and tread lightly:

If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claim on the merits. In the absence of any apparent or declared reason -- such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc. -- the leave sought should, as the rules require, be “freely given.” Of course, the grant or denial of an opportunity to amend is within the discretion of the [] Court, but outright refusal to grant the leave without any justifying reason appearing for the denial is not an exercise of discretion; it is merely abuse of that discretion and inconsistent with the spirit of the Federal Rules. *Foman v. Davis*, 371 U.S. 178, 182, 83 S. Ct. 227, 230 (1962).

Furthermore, while “a circuit court’s ruling on a Rule 15 motion to amend is within [that court’s] discretion, a court’s failure to exercise its discretion is itself an abuse of discretion.” *Patton*, 420 S.C. at 489-93; see also *Duncan v. CRS Serrine Eng’rs, Inc.*, 337 S.C. 537, 542, 524 S.E.2d 115, 117-18 (Ct. App. 1999); *Berry v. McLeod*, 328 S.C. 435, 449-50, 492 S.E.2d 794, 802 (Ct. App. 1997); *Forrester*, 295 S.C. at 506-10.

Under the second element of the court granting leave to amend a pleading that does not prejudice the opposing party, the South Carolina Supreme Court outlined the analysis as “whether the defendants were prejudiced by the amendment, or whether there was some other substantial reason to deny it.” *Patton*, 420 S.C. at 489-93. The non-moving party has the burden of establishing prejudice from the moving party’s motion to amend a pleading. *Collins Entm’t, Inc. v. White*, 363 S.C. 546, 562, 611 S.E.2d 262, 270 (Ct. App. 2005). Prejudice to the non-moving party in Rule 15(a) of the South Carolina Rules of Civil Procedure embodies “a lack of notice that the new issue is to be tried and a lack of opportunity to refute it . . . [whereas a]mendments [] conform[ing] to the proof should be liberally allowed when no prejudice to the opposing party will result.” *Id.* By contrast, the South Carolina Supreme Court clarified that prejudice to the non-moving party does not equate to

“the non-moving party [being] forced to defend the merits of a valid claim.” *Patton*, 420 S.C. at 489-93; *Forrester*, 295 S.C. at 506-10. Furthermore, the crux of the analysis concerning the prejudice prong under Rule 15(b) of the South Carolina Rules of Civil Procedure is whether the nonmoving party is afforded an opportunity to prepare and develop testimony for the issue that the moving party is raising formally when amending the complaint. *Soil & Material Eng'rs, Inc. v. Folly Assocs.*, 293 S.C. 498, 500-02, 361 S.E.2d 779, 781-82 (Ct. App. 1987). Finally, if the nonmoving party fails to raise proper objections to the moving party's motion to amend the complaint under Rule 15(b) of the South Carolina Rules of Civil Procedure, then the nonmoving party waives such objections. *Crestwood Golf Club v. Potter*, 328 S.C. 201, 218, 493 S.E.2d 826, 835-36 (1997).

Courts must adhere to “the basic principle . . . that, in order to avoid the danger that [courts] might dispose of viable claims prematurely, courts must allow the parties to develop an adequate record.” *Carlson v. Gen. Motors Corp.*, 883 F.2d 287, 293 (4th Cir. 1989). When a court grants a motion to amend a complaint on proper grounds, the amendments shape and alter the issues to determine the parties' rights before the court and test the merits to a plaintiff's causes of action. See *Dockside Ass'n v. Detyens, Simmons & Carlisle*, 297 S.C. 91, 93-94, 374 S.E.2d 907, 909 (Ct. App. 1988). By contrast, when a court denies a motion to amend a complaint that would shape the issues of the case as well as the mode of trial, then the denial of a motion to amend affects the substantial rights of the plaintiff related to the substantive merits of the amendments to the complaint when proceeding forward with litigation. Here, the Court's Orders issued on August 18, 2020, did not explain any basis for granting Defendants' motions. Generally, courts are liberal with granting a motion to amend a complaint for both 12(b)(6) and 12(c) motions.

For reasons discussed above, Plaintiff hereby requests the Court to amend and alter its Orders and grant Plaintiff leave to amend Plaintiff's Complaint. Rules 15(a), 56(e), 60(b), S.C.R.C.P.

IV. PLAINTIFF IS ENTITLED TO RELIEF FROM THE COURT'S ORDER BASED ON MISTAKE(S), SURPRISE, NEWLY DISCOVERED EVIDENCE, FRAUD, MISREPRESENTATION, AND MISCONDUCT OF AN ADVERSE PARTY UNDER RULE 60

a. STANDARD OF REVIEW FOR RULE 60

Rule 60(b) of the South Carolina Rules of Civil Procedure provides that:

On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation, or other misconduct of an adverse party . . .

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. Rule 60(b), S.C.R.P.; *Tobias v. Rice*, 386 S.C. 306, 310, 688 S.E.2d 552, 554 n.3 (2010).

The moving party has the burden of proof to show grounds under Rule 60(b). *Rouvet v. Rouvet*, 388 S.C. 301, 309, 696 S.E.2d 204, 208 (Ct. App. 2010).

The defamatory statement toward plaintiff naming him as a predator by counsel for Defendant **CHARLOTTE COLLIER** is misconduct thereby losing the qualified privilege for making a statement in a court of law and further operated as an admission on behalf of Defendant **CHARLOTTE COLLIER** committing slander per se that is actionable as a crime of moral turpitude and unfitness for one's profession or business. The critical point here is that, while Plaintiff was working for Defendant **NORTHGATE BAPTIST CHURCH**, he was always professional toward Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** within the scope of his employment with Northgate Baptist Church. Aff. Jenkins, Caroline. Defendant **CHARLOTTE COLLIER** admitted that Defendant **HANNAH ELIZABETH COLLIER** began singing at Northgate Baptist Church on or around August 13, 2017 (Def CHARLOTTE COLLIER Ans. ¶ 11). Upon occasion during choir practice, Defendant **HANNAH ELIZABETH COLLIER** would unnecessarily interrupt practice that required Plaintiff to redirect her because Plaintiff was, in fact, in charge of the choir practice within the scope of employment with Northgate Baptist Church. Aff. Jenkins, Caroline. Upon request of Dr. Barry Jimmerson, Plaintiff redirected Defendant **HANNAH ELIZABETH COLLIER**'s dress attire while singing for Northgate Baptist Church. Aff. Tegeler, James. Plaintiff did not give any special treatment to Defendants **CHARLOTTE COLLIER** or **HANNAH ELIZABETH COLLIER** when working at Northgate Baptist Church—Plaintiff treated everyone the same when working for Northgate Baptist Church in a professional manner. Aff. Jenkins, Caroline. Contrary to Defendant **CHARLOTTE COLLIER**'s allegations, Defendant **HANNAH ELIZABETH COLLIER**'s behavior did require redirection when singing for Northgate Baptist Church.

By contrast, Defendants accusing Plaintiff of having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER** was unrelated to Plaintiff's scope of employment with Northgate Baptist Church. Therefore, Defendants **CHARLOTTE COLLIER**, **HANNAH ELIZABETH COLLIER**, and **LINDA SMITH** had no privilege to approach Dr. Barry Jimmerson as Plaintiff's supervisor for matters outside the scope of Plaintiff's employment with Northgate Baptist Church. Outside the scope of employment with Northgate Baptist Church, Defendant **HANNAH ELIZABETH COLLIER** admitted to asking Plaintiff to be her mentor because her father was not active in her life. Aff. Jenkins, Caroline. Over time, Defendant **HANNAH ELIZABETH COLLIER** began to treat Plaintiff as a surrogate father figure outside the scope of employment with Northgate Baptist Church. Aff. Tegeler, James Ex. A, C, D. More importantly, the real facts and applicable law here is that Defendant **HANNAH ELIZABETH COLLIER** is a legal adult capable of forming her own associations without any parent or grandparent, including Defendant **CHARLOTTE COLLIER**, Defendant

LINDA SMITH, or Craig T. Collier. Defendants **CHARLOTTE COLLIER**, **HANNAH ELIZABETH COLLIER**, and **LINDA SMITH** admitted that Defendant **HANNAH ELIZABETH COLLIER** was a legal adult on or around July 12, 2017 (Def. **CHARLOTTE COLLIER** Ans. ¶ 9); (Def. **HANNAH ELIZABETH COLLIER** and Linda Smith Ans. ¶ 10). Defendant **HANNAH ELIZABETH COLLIER** admits viewing herself as a legal adult to Plaintiff. Aff. Tegeler, James Ex. D. Moreover, Defendants **CHARLOTTE COLLIER**, **HANNAH ELIZABETH COLLIER**, and **LINDA SMITH** all admitted to being acquainted with Plaintiff from September of 2017 through March of 2018. Aff. Tegeler, James; (Def. **HANNAH ELIZABETH COLLIER** and Linda Smith Ans. ¶ 14); (Def. **CHARLOTTE COLLIER** Ans. ¶ 13); Aff. Jenkins, Caroline. Meaning, Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** did not refute maintaining their association with Plaintiff from September of 2017 through March of 2018. Until March 12, 2018, when Defendant **CHARLOTTE COLLIER** emailed Plaintiff, Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** consented to maintaining their association with Plaintiff without terminating said association. Aff. Tegeler, James.

Plaintiff is also a legal adult capable of forming his own associations with others as well. Both Plaintiff and Defendant **HANNAH ELIZABETH COLLIER** have the freedom of association to be in a consensual relationship, whether a mentor-mentee relationship or a surrogate father-daughter relationship. *Roberts v. United States Jaycees*, 468 U.S. 609, 618-20, 104 S. Ct. 3244, 3250-51 (1984) (discussing the freedom of association to develop interpersonal relationships as an aspect of individual liberty this is a protected right under the First Amendment of the United States Constitution); U.S. CONST. AMEND. XIV ("Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."). A consensual relationship between two legal adults is not a crime. Actual crimes related to nonconsensual contact of a sexual nature are codified in the South Carolina Criminal Code for sexual assault crimes and the Sexually Violent Predator Act in the South Carolina Health Code, for example. S.C. Code Ann. §§ 16-3-600, 16-3-651 to 656 (sexual assault crimes); S.C. Code Ann. §§ 44-48-10 to -170. The penal codes for sexual assault crimes carries a stigma against an older man having a relationship with an underage minor.³ At the heart of the matter, this case presents a dystopian fallacy of Defendants reinforcing a

³ A stigma is a learned behavior that is formed through social interactions creating shortcuts to cognitive associations through symbols, practices, or conduct for individuals to relate to one another in a society or a community. See generally Bernice A. Pescosolido et al., *Rethinking Theoretical Approaches to Stigma: A Framework Integrating Normative Influences on Stigma (FINIS)*, 67 Soc. Sci. Med. 3, Aug. 2008, at 431-440, available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2587424/>. A negative stigma usually results in exclusion by shame for members of society or community associated with that stigma. Richard H. McAdams, *The Origin, Development, and Regulation of Norms*, 96 MICH. L. REV. 338, 400-07 (1997). A powerful stigma may also arise from creating and reinforcing legislative schemes to reflect normative values as a means of social control. MATTHEW D. LIEBERMAN, SOCIAL: WHY OUR BRAINS ARE WIRED TO CONNECT 7-70 (2013) (exploring the complex cognitive associations behind

stigma against Plaintiff as a sexual predator to exclude and shame Plaintiff when no crime has occurred. When no crime has occurred, a stigma is not the law. When no crime has occurred, a stigma is not a fact. Arguments made by **CHARLOTTE COLLIER**, **HANNAH ELIZABETH COLLIER**, and **LINDA SMITH** revolve entirely around perpetuating a stigma against Plaintiff when accusing Plaintiff of having an “inappropriate relationship” with Defendant **HANNAH ELIZABETH COLLIER** akin to being a sexual predator—as fully manifested by counsel for Defendant **CHARLOTTE COLLIER** calling Plaintiff a “predator” before the Court on August 18, 2020.⁴

Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** omit that, after both Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** accused Plaintiff of having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER**, Dr. Barry Jimmerson’s initial response was a line of questioning to Hannah concerning a romantic or sexual relationship: (1) whether Defendant **HANNAH ELIZABETH COLLIER** had sex with Plaintiff; (2) whether Defendant **HANNAH ELIZABETH COLLIER** had romantic feelings toward Plaintiff; and, (3) whether Defendant **HANNAH ELIZABETH COLLIER** believed that Plaintiff had romantic feelings toward her. (Pl. Complaint ¶ 60); Aff. Tegeler, James. Clearly, the effect of hearing the phrase “inappropriate relationship” on Dr. Barry Jimmerson was that Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** accused Plaintiff of having a romantic or sexual relationship with Defendant **HANNAH ELIZABETH COLLIER**. The legal issue of defamation is not subjective to the speaker’s perception of the message. Rather, the legal issue of defamation is how a reasonable person listening to the statement—the listener—would perceive that statement by an objective standard.

On the one hand, Defendant **HANNAH ELIZABETH COLLIER** alleges telling Dr. Barry Jimmerson, as Plaintiff’s employer at Northgate Baptist Church, that Plaintiff’s “inappropriate conduct” was the reason she would be taking a break from attending Northgate Baptist Church. (Def. HC Answer ¶ 24). On the other hand, Defendant **CHARLOTTE COLLIER** alleged that: “[I]t was her opinion that the relationship between Plaintiff, a man in his 50’s and her 18-year-old daughter was inappropriate⁵ and expressed concern regarding the same with the preacher at her church who employed the Plaintiff, that employment being the source of the Plaintiff’s relationship with her daughter. This conversation occurred when she met with the church to explain that she and her daughter were going to take a break from their church for a while. This was after the Defendant [CHARLOTTE COLLIER] and her daughter had repeatedly requested the Plaintiff not contact them and the

humans experiencing stigma in relation to humans’ basic need for social interaction and the evolution of the human brain for social intelligence).

⁴ Plaintiff was not a 54-year-old man when he met Defendant **HANNAH ELIZABETH COLLIER**.

⁵ Such an allegation should be stricken per Rule 12(f). Promoting a stigma of Plaintiff being a sexual predator when no crime has been committed between two legal adults in a consensual relationship is still actionable for defamation.

Defendant [CHARLOTTE COLLIER] continued to do so. This Defendant [CHARLOTTE COLLIER] was asked if that break was a result of Plaintiff's actions toward her daughter and she responded that it was." (Def. CHARLOTTE COLLIER's Ans. ¶ 26). Here, Defendant **CHARLOTTE COLLIER** readily places a stigma on a pedestal by focusing on the age-gap between Plaintiff and Defendant **HANNAH ELIZABETH COLLIER** and portraying Plaintiff as a sexual predator to Plaintiff's employer with respect to Plaintiff's fitness for his profession at Northgate Baptist Church—when no crime has occurred between two legal adults. Defendant **CHARLOTTE COLLIER**'s very allegation is in and of itself a blatant admission to committing slander per se that is actionable at law for accusing Plaintiff of a crime of moral turpitude, which includes calling Plaintiff's fitness in his profession into question for a lack of propriety when portraying Plaintiff in the light of a sexual predator.

However, Defendant **HANNAH ELIZABETH COLLIER** omitted that she did not attend regularly to choir practices since singing at Northgate Baptist Church around August or September of 2017. Aff. Jenkins, Caroline; Aff. Danciu, Ann. Defendant **HANNAH ELIZABETH COLLIER** sometimes would leave during the middle of choir practice for no reason. Aff. Jenkins, Caroline. Typically, if Defendant **HANNAH ELIZABETH COLLIER** was at choir practice, Defendant **CHARLOTTE COLLIER** was there watching and singing on a few occasions. Aff. Danciu, Ann; Aff. Jenkins, Caroline. When Defendant **HANNAH ELIZABETH COLLIER** did sing during service at Northgate Baptist Church, Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** would leave after Defendant **HANNAH ELIZABETH COLLIER** sang without listening to the sermons or staying for the rest of the service. Aff. Tegeler, James Ex. D; Aff. Danciu, Ann. Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** both omitted that they stopped going to choir practices or any part of services at Northgate Baptist Church since January of 2018—because, Defendant **CHARLOTTE COLLIER** typically came only when Defendant **HANNAH ELIZABETH COLLIER** went to choir practices. Aff. Jenkins, Caroline. More importantly, Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** omit that they did not like or "connect with" Dr. Barry Jimmerson as a pastor for services at Northgate Baptist Church. Aff. Tegeler, James Ex D. Even Defendant **HANNAH ELIZABETH COLLIER** admitted that she did not "connect" with Dr. Barry Jimmerson on a personal level. Aff. Tegeler, James Ex D. By March of 2018, Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** had not been coming to Northgate Baptist Church anyway unrelated to Plaintiff. Other than Defendant **HANNAH ELIZABETH COLLIER** singing for Northgate Baptist Church on occasion, Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** were not very invested in Northgate Baptist Church as a place of worship.

Moreover, as previously discussed, the legal analysis of involving Defendant Northgate Baptist Church is whether Plaintiff's conduct occurred within the scope of employment or outside the scope of

employment. In a blatant contradiction from provoking the stigma of a sexual predator when calling Plaintiff a predator for his mentorship of Defendant **HANNAH ELIZABETH COLLIER**, Defendant **CHARLOTTE COLLIER** alleged: “[T]his Defendant would note that her daughter had no romantic interest in the Plaintiff and that her daughter had never had any sexual or intimate relations with the Plaintiff. Upon information and belief the Defendant **HANNAH ELIZABETH COLLIER** believed the attention being paid to her by the Plaintiff and the things he said to her and the way he treated her was inappropriate. The Defendant cannot speak as to what the Plaintiff thought.” (Def. **CHARLOTTE COLLIER** Ans. ¶ 28). However, Defendant **CHARLOTTE COLLIER** omits that she did receive an email from Plaintiff refuting her allegations of Plaintiff’s conduct toward Defendant **HANNAH ELIZABETH COLLIER**, of which clearly informed Defendant **CHARLOTTE COLLIER** exactly what Plaintiff thought as Defendant **CHARLOTTE COLLIER** accusing Plaintiff of having an inappropriate relationship with Defendant **HANNAH ELIZABETH COLLIER**. Aff. Tegeler, James Ex. G. Defendant **CHARLOTTE COLLIER** makes no references or accusations of Plaintiff’s conduct toward Defendant **HANNAH ELIZABETH COLLIER** occurring within Plaintiff’s scope of employment. In fact, Defendant **CHARLOTTE COLLIER**’s accusations toward Plaintiff occurred outside the scope of his employment with Northgate Baptist Church.

On or around March 12, 2018, Defendant **CHARLOTTE COLLIER** omits making defamatory statements to Plaintiff while publishing the same statements to a third-party Craig T. Collier: “Your words to her at lunch yesterday were completely out of line. And we cannot allow Hannah to be treated that way a moment longer. Especially since it is not an isolated incident. I am aware of issues that occurred at Ty’s birthday party, a lengthy discussion last week, something that happened at paper ball tag, and several others that you never wanted Hannah to discuss with me” Aff. Tegeler, James Ex. G. These same accusations echoed the accusations Defendant Linda Smith made to Sue Lutz after Plaintiff was fired from Northgate Baptist Church and Defendant Linda Smith had received a cease and desist notice. Aff. Lutz, Sue. After Defendant **CHARLOTTE COLLIER** emailed Plaintiff on or around March 12, 2018, Plaintiff responded directly to Defendant **CHARLOTTE COLLIER** regarding her accusations against Plaintiff: “I would like to clarify a few things. Because I didn’t do anything to her during our paper ball tag game, or at Ty’s birthday. At Ty’s birthday I simply wanted to know why she was avoiding me and she wouldn’t tell me and was very rude for no reason. Turned out she thought I was upset about something You have a lot of misinformation, and even though I don’t really care anymore, just know that I take great offense to some of your accusations because they are simply not true I do not appreciate the accusations, and I will be more than happy to sit down with you and anyone else and go over exactly what occurred every single time. But to accuse me of wanting to hide things from you? Are you kidding me?? I’ll show you every single message I have between us I also take great offense to you saying that I used phone calls to yell at her and upset her. That is not all the case whatsoever. But all that gets lost in the fact that she has been very difficult to get along with, especially lately But if you

want to lay the blame for her issues on me and my insecurities, which I consider very rude from you, that's your prerogative. But I find it very offensive and I do not appreciate it . . . Just know that I take offense to what you said in your letter because the majority of it is simply not true. I'll be glad to talk to you anytime, anyplace, and with anyone else listening . . .” Aff. Tegeler, James Ex. G.

Defendant **CHARLOTTE COLLIER** omits the fact that her daughter Defendant **HANNAH ELIZABETH COLLIER** had previously corresponded with Plaintiff prior to arriving to Plaintiff's birthday party for his son Alexander on March 11, 2018. Aff. Tegeler, James Ex. F. Plaintiff was clear that Defendant **HANNAH ELIZABETH COLLIER** was not obligated to come if she didn't feel well. During the party, Defendant **CHARLOTTE COLLIER** was wearing provocative, revealing clothing once again in front of Plaintiff. Aff. Tegeler, James. During the party, Defendant **HANNAH ELIZABETH COLLIER** stared at her plate, played with her phone, and complained of wanting to vomit at the table. Aff. Tegeler, James. Upon seeing Defendant **HANNAH ELIZABETH COLLIER** playing on her phone, Plaintiff politely asked Defendant **HANNAH ELIZABETH COLLIER** to be involved in the group conversation if she felt good enough to play on her phone. Defendant **HANNAH ELIZABETH COLLIER** then complained of not feeling well again. Plaintiff politely stated that if Defendant **HANNAH ELIZABETH COLLIER** didn't feel well, then she should not feel obligated to stay at the party. Defendant **HANNAH ELIZABETH COLLIER** stormed off to the bathroom in a violent mood swing with her mother Defendant **CHARLOTTE COLLIER** trailing behind. When both Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** returned from the restroom, Defendant **HANNAH ELIZABETH COLLIER** was also mad with her mother Defendant **CHARLOTTE COLLIER**. Aff. Tegeler, James. Plaintiff's son Andrew even found Defendant **HANNAH ELIZABETH COLLIER**'s behavior annoying. Aff. Allen, Josie. Ultimately, what both Defendants **CHARLOTTE COLLIER** and **HANNAH ELIZABETH COLLIER** omit is that, because of their behavior as guests to Plaintiff's birthday party for his son, they ruined Plaintiff's birthday party for his son lacking any conscientiousness or consideration toward anyone else except for the two of them in a socially inappropriate manner. Aff. Tegeler, James.

Defendant **CHARLOTTE COLLIER** omits that her daughter Defendant **HANNAH ELIZABETH COLLIER** corresponded with Plaintiff about the paper ball tag game and never said anything negative after-the-fact about Plaintiff. Aff. Tegeler, James Ex. B. Defendant **CHARLOTTE COLLIER** omits that her daughter Defendant **HANNAH ELIZABETH COLLIER** corresponded with Plaintiff several days after Defendant **CHARLOTTE COLLIER**'s birthday party for her son Ty Collier whereby Defendant **HANNAH ELIZABETH COLLIER** apologized to Plaintiff for her behavior and denies that Plaintiff is causing any issues for her. Aff. Tegeler, James Ex. D. At all times when Plaintiff interacted with Defendant **HANNAH ELIZABETH COLLIER**, and Defendant **HANNAH ELIZABETH COLLIER** solicited Plaintiff to be a mentor personally, Defendant **HANNAH ELIZABETH COLLIER** was a legal adult. Aff. Tegeler, James;

Aff. Jenkins, Caroline. Defendant CHARLOTTE COLLIER turns a blind eye to her daughter Defendant HANNAH ELIZABETH COLLIER, who is a legal adult, soliciting Plaintiff as a mentor because HANNAH ELIZABETH COLLIER claimed that her father was not part of her life. Aff. Jenkins, Caroline; Aff. Tegeler, James. On the contrary, Defendant CHARLOTTE COLLIER alleges that Plaintiff was neither a parent or mentor nor should Plaintiff be redirecting Defendant HANNAH ELIZABETH COLLIER as inappropriate or unacceptable. (Def. CHARLOTTE COLLIER Ans. ¶ 17). While legally unnecessary, Plaintiff presents affidavits that show Defendant CHARLOTTE COLLIER approved of Plaintiff's mentorship of her daughter Defendant HANNAH ELIZABETH COLLIER and witnessed expressive and affectionate behavior of Defendant HANNAH ELIZABETH COLLIER to Plaintiff without objections outside of Plaintiff's scope of employment with Northgate Baptist Church. Aff. Tegeler, J. Ex E, Aff. Allen, Josie; Aff. Lutz, Sue.

Defendant CHARLOTTE COLLIER intentionally omits consenting to Plaintiff mentoring her daughter Defendant HANNAH ELIZABETH COLLIER in correspondences with Plaintiff: "I also wanted to thank you for being such a good friend to Hannah . . . I am a firm believer in surrounding yourself with people that inspire and encourage. And for my kids to have kind, supportive adults in their lives besides their parents and extended family! I will not hesitate to call if she needs something 😊. . . I appreciate you fostering and encouraging the music in Hannah! She amazes me every time!!" Aff. Tegeler, J. Ex E. Additionally, Defendant HANNAH ELIZABETH COLLIER omits that Defendant HANNAH ELIZABETH COLLIER admitted to Plaintiff that both Defendants CHARLOTTE COLLIER and HANNAH ELIZABETH COLLIER expressly denied that Plaintiff's mentorship of Defendant HANNAH ELIZABETH COLLIER was not odd to Defendant Linda Smith. Aff. Tegeler, James Ex. D. Furthermore, Defendant HANNAH ELIZABETH COLLIER admitted to Plaintiff: "You're like my dad. I think our relationship is fine" Aff. Tegeler, James Ex. D. Again, Defendant HANNAH ELIZABETH COLLIER looks to Plaintiff for redirection: "I'd rather know so I can fix myself so I don't cause any more problems for you. I just need to figure out myself. I clearly have some issues to work out. And I'm sorry that they've affected you." Aff. Tegeler, James Exhibit D.

Defendant CHARLOTTE COLLIER denies attempting to date Plaintiff from January to February of 2018. (Def. CHARLOTTE COLLIER Ans. ¶ 20). However, Defendant CHARLOTTE COLLIER intentionally omits her attempts to date Plaintiff in a romantic, sexual, or intimate manner from January through February of 2018. Aff. Tegeler, J. Plaintiff's close family friends observed Defendant HANNAH ELIZABETH COLLIER being infatuated with Plaintiff. Aff. Allen, J. Plaintiff presents affidavits that parishioners at Northgate Baptist Church clearly witnessed and observed Defendant CHARLOTTE COLLIER's behavior and dress attire around Plaintiff; these parishioners perceived Defendant CHARLOTTE COLLIER pursuing Plaintiff in a romantic, sexual, or intimate manner. Aff. Danciu, Ann; Aff. Lutz, Sue; Aff. Sabeau, Roy; Aff. Jenkins, Caroline. Defendant CHARLOTTE COLLIER intentionally omits being part of the gifts exchange and soliciting gifts from Plaintiff during Christmas of 2017. Aff. Tegeler, J. Ex E; Aff. Allen, Josie. Moreover, Defendant CHARLOTTE

COLLIER intentionally omits that her daughter HANNAH ELIZABETH COLLIER shared a snapshot of: (1) her bank accounts to poor-mouth to Plaintiff about not having money for Christmas presents; and, (2) her father Craig T. Collier approving of Plaintiff providing Defendant HANNAH ELIZABETH COLLIER with Christmas shopping money by way of a traceable check. Aff. Tegeler, J. Defendant CHARLOTTE COLLIER omits the fact of her daughter Defendant HANNAH ELIZABETH COLLIER being clingy toward Plaintiff during a day trip to Biltmore in January of 2018, and Defendant CHARLOTTE COLLIER made no objections. Aff. Allen, Josie. Defendant HANNAH ELIZABETH COLLIER cannot condemn Plaintiff without condemning her own behavior in an entirely consensual mentorship relationship between two legal adults whereby no romantic activity, sexual activity, or any of the above occurred between Plaintiff and Defendant HANNAH ELIZABETH COLLIER. Defendant HANNAH ELIZABETH COLLIER's accusation of Plaintiff having an inappropriate relationship with her is directly traceable to Plaintiff's termination from Laurel Shaler with Defendant Northgate Baptist Church and later slander by Defendant Linda Smith to members of the community. Defendant **CHARLOTTE COLLIER** cannot condemn Plaintiff without condemning her own behavior or her daughter Defendant **HANNAH ELIZABETH COLLIER**'s daughter.

WHEREFORE, Plaintiffs request that this Motion be granted and the Court amend its Order and Judgment in accordance with the above-requested relief, give leave to amend this motion as required, and such other and further relief as the Court deems just and proper.

WHEREFORE, Plaintiff pray that:

- (1) the Court give leave to amend this response as required;
- (2) the Court grant a hearing if required;
- (3) the Court amend its Order and Judgment denying Defendants **NORTHGATE BAPTIST CHURCH, HANNAH ELIZABETH COLLIER**, and **LINDA SMITH**'s Motion to Dismiss;
- (4) the Court amend its Order and Judgment denying Defendants **CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER**, and **LINDA SMITH**'s Motion for Summary Judgment on the Pleadings;
- (5) the Court give leave to amend Plaintiff's complaint as required; and,
- (6) the Court grant such other and further relief as the Court deems just and proper.

Respectfully submitted this 28 day of August, 2020.

/s/ Deborah D. Davis, Esq.

Deborah D. Davis, Esq.

SC Bar No.: 102942

Attorney for Plaintiff

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**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

JAMES EARL TEGELER,

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

v.

Plaintiff(s),

CERTIFICATE OF SERVICE

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, LINDA SMITH,
NORTHGATE BAPTIST CHURCH,**

Defendant(s).

The undersigned hereby certifies that I served a copy of the foregoing **PLAINTIFF'S NOTICE AND MOTION FOR RECONSIDERATION TO ALTER OR AMEND A JUDGMENT AND MOTION FOR RELIEF FROM JUDGMENT** in this action dated August 28, 2020, on August 28, 2020, upon the adverse party electronically to the following:

<u>Northgate Baptist Church c/o</u>	<u>Charlotte Collier c/o</u>	<u>Linda Smith & Hannah Collier</u>
<u>Ogletree, Deakins, Nash, Smoak &</u>	<u>Clawson and Staubes, LLC</u>	<u>Duggan & Hughes, LLC</u>
<u>Stewart, P.C.</u>	<u>Amy S. Snyder</u>	<u>Daniel R. Hughes</u>
<u>Charles E. McDonald & S. Michael Nail</u>	<u>1000 East North Street</u>	<u>457-B Pennsylvania Avenue</u>
<u>300 North Main Street</u>	<u>Suite 200</u>	<u>P.O. Box 449</u>
<u>P.O Box 2757</u>	<u>Greenville, SC 29601</u>	<u>Greer, SC 29652</u>
<u>Greenville, SC 29602</u>		

I have served a copy of the foregoing by one of the following methods:

- ☐ (1) Delivering a copy personally to the adverse party;
- ☐ (2) Mailing a copy to the adverse party's last known address, by depositing the copy in the U.S. Mail in an envelope with sufficient postage affixed;
- ☐ (3) Delivering it by commercial delivery service in accordance with Rule 4(d)(9), SCRCP; or,
- ☒ (4) Other pursuant to Rule 5(b)(1), SCRCP: electronic filing.

Respectfully submitted this 28 day of August, 2020.

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Attorney for Plaintiff

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

JAMES EARL TEGELER,

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

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Plaintiff(s),

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COLLIER, LINDA SMITH,
NORTHGATE BAPTIST CHURCH,**

Defendant(s).

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<u>Greenville, SC 29602</u>		

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- ☒ (4) Other pursuant to Rule 5(b)(1), SCRCP: electronic filing.

Respectfully submitted this 28 day of August, 2020.

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Deborah D. Davis, Esq.
Attorney for Plaintiff

EXHIBIT 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES EARL TEGELER,

Plaintiff(s),

v.

CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, LINDA SMITH,
NORTHGATE BAPTIST CHURCH,

Defendant(s).

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

2020-CP-23-01213

COMMON PLEAS CIVIL CASE NO.

PLAINTIFF'S AMENDED NOTICE AND MOTION
FOR RECONSIDERATION TO ALTER OR AMEND
A JUDGMENT AND MOTION FOR RELIEF FROM
JUDGMENTTO: CHARLOTTE COLLIER
HANNAH ELIZABETH COLLIER
LINDA SMITH
NORTHGATE BAPTIST CHURCH

PLEASE TAKE NOTICE that Plaintiff hereby submits this amended motion for reconsideration to alter or amend the Court's Orders entered and dated on August 18, 2020, and September 8, 2020 ("Orders"), pursuant to rule 59(e) of the South Carolina Rules of Civil Procedure. Additionally, Plaintiff hereby submits this motion for relief from judgment for the Court's Orders pursuant to rule 60 of the South Carolina Rules of Civil Procedure. This amended notice and motion for reconsideration to alter or amend a judgment and a motion for relief from judgment is permissible. *Gray v. Bryant*, 298 S.C. 285, 286-88, 379 S.E.2d 894, 895-96 (1989). The motions are divided into several sections as set forth below. Each section provides multiple grounds for reconsideration of relief from the Court's Order. Collectively, pursuant to these grounds for reconsideration and relief, Plaintiff seeks rulings on matters that the Court did not address in its Orders; Plaintiff seeks the Court's reasons for deciding certain matters where no reasons are given; Plaintiff seeks for the Court to reconsider its findings and correct its errors based on the record, the law, and civil procedures; and, Plaintiff seeks relief from the Orders based on mistake(s), surprise, fraud, misrepresentation, or other misconduct of an adverse party. Plaintiff hereby incorporates all previous filings by Plaintiff into this motion. Plaintiff shows the following:

FACTS

Plaintiff filed a Summons and Complaint on February 25, 2020. Plaintiff's Summons and Complaint included the following causes of action: (1) false imprisonment against Defendant **NORTHGATE BAPTIST CHURCH** ("Church"); (2) defamation against all defendants; (3) fraud in the inducement against Defendant **CHURCH**; (4) negligent misrepresentation against Defendant **CHURCH**; (5) negligent hiring, supervision, and retention of employees against Defendant **CHURCH**; (6) intentional infliction of emotional distress against all defendants; (7) negligent infliction of emotional distress against all defendants; (8) wrongful termination against Defendant **CHURCH**; and, (9) civil conspiracy against all defendants. Plaintiff prayed for the Court's leave to amend Plaintiff's complaint in both Plaintiff's Complaint and Plaintiff's Response to Defendant **CHURCH**'s

Motion to Dismiss and Memorandum in Support of its Motion to Dismiss, Defendant **CHARLOTTE COLLIER**'s Motion to Dismiss, Defendants **HANNAH COLLIER** ("H. Collier) and **LINDA SMITH**'s Motion for Judgment on the Pleadings and Motion to Dismiss, and Defendant **CHURCH**'s Memorandum in Support of its Motion to Dismiss filed on August 14, 2020. Defendant **CHURCH** filed a Motion to Dismiss on March 25, 2020, to dismiss all cause(s) of action. Rule 12(b)(6), S.C.R.C.P. Defendant **CHARLOTTE COLLIER** ("C. Collier") filed an Answer to Complaint on March 30, 2020. Defendants **H. COLLIER** and **LINDA SMITH** ("Smith") filed an Answer on March 30, 2020. Defendant **C. COLLIER** filed an Amended Answer on April 2, 2020. Defendant **C. COLLIER** filed a Motion to Dismiss on April 2, 2020, based on a motion for summary judgment on the pleadings. Rule 12(c), S.C.R.C.P. Plaintiff filed an Order of Protection on April 9, 2020, through June 9, 2020, due to health reasons for Plaintiff's counsel who has experienced ongoing health complications subsequently thereafter. Defendants **H. COLLIER** and **SMITH** filed a Notice of Motion and Motion for Judgment on the Pleadings and Motion to Dismiss on April 27, 2020, to dismiss all cause(s) of action. Rules 12(b)(6), 12(c), S.C.R.C.P. Defendants **H. COLLIER** and **SMITH** filed an Amended Answer on April 27, 2020. Defendant **CHURCH** filed a Memorandum in Support of its Motion to Dismiss on August 13, 2020. Defendant **C. COLLIER** filed a Memorandum in Support of Motion to Dismiss on August 14, 2020, based on a motion for summary judgment on the pleadings. Rule 12(c), S.C.R.C.P. Defendants **H. COLLIER** and **SMITH** filed a Memorandum in Support of Defendants, Hannah Collier and Linda Smith, Motion to Dismiss and Motion for Summary Judgment on the Pleadings on August 17, 2020. Rules 12(b), 12(c), S.C.R.C.P. Defendant **H. COLLIER** filed an affidavit on August 17, 2020. On August 17, 2020, Plaintiff filed a Response to Defendant **CHURCH**'s Motion to Dismiss filed on March 25, 2020, Defendant **C. COLLIER**'s Motion to Dismiss filed on April 2, 2020, Defendants **H. COLLIER** and **SMITH**'s Motion for Judgment on the Pleadings and Motion to Dismiss filed on April 27, 2020, and Defendant **CHURCH**'s Memorandum in Support of its Motion to Dismiss filed on August 14, 2020.

The hearing before the Court was on August 18, 2020, concerning Defendant **CHURCH**'s Motion to Dismiss filed on March 25, 2020, Defendant **C. COLLIER**'s Motion to Dismiss filed on April 2, 2020, Defendants **H. COLLIER** and **SMITH**'s Motion for Judgment on the Pleadings and Motion to Dismiss filed on April 27, 2020. On August 18, 2020, the Court granted: (1) the 12(b)(6) motion to dismiss Plaintiff's case in the entirety for Defendant **CHURCH**; (2) the 12(c) motion for summary judgment on the pleadings to dismiss Plaintiff's case in the entirety for Defendant **C. COLLIER**. On August 20, 2020, the Court amended its order and granted the 12(b)(6) motion to dismiss and the 12(c) motion for summary judgment on the pleadings to dismiss Plaintiff's case in the entirety for Defendants **H. COLLIER** and **SMITH**. On or around September 8, 2020, the Court issued an order granting Defendants' **H. COLLIER** and **SMITH** Motion to Dismiss Plaintiff's Complaint under Rules 12(b)(6) and 12(c) under the South Carolina Rules of Civil Procedure. Specifically, the Court dismissed Plaintiff's causes of action against Defendants **H. COLLIER** and **SMITH** solely under Rule 12(c) of the South Carolina Rules of Civil Procedure with no analysis under Rule 12(b)(6). The Court never addressed a basis for dismissing Plaintiff's cause of action against Defendants **H. COLLIER** and **SMITH** for

negligent infliction of emotional distress. On or around September 8, 2020, the Court issued an order granting Defendant's **C. COLLIER** Motion to Dismiss Plaintiff's Complaint for all causes of action against Defendant **C. COLLIER** under Rule 12(c) under the South Carolina Rules of Civil Procedure. On or around September 8, 2020, the Court issued an order granting Defendant **CHURCH**'s Motion to Dismiss for all of Plaintiff's causes of action against Defendant **CHURCH** under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

GROUND FOR RECONSIDERATION BASED ON EXCEPTIONS TO PARTICULAR STATEMENTS, FINDINGS, AND CONCLUSIONS IN THE ORDER

Plaintiff raises the following exceptions to particular statements, findings, and conclusions in the Order and Plaintiffs respectfully requests that the Court reconsider the same based on the record and the evidence and arguments identified herein. The Court's Order(s) on August 18, 2020, did not explain the grounds for dismissing Plaintiffs' Complaint or denying Plaintiff's request for leave to amend Plaintiff's complaint. For the Court's Order(s) on September 8, 2020, none of Defendants properly provided the Court with any additional materials, evidence, or affidavits to support a motion for summary judgment in a manner that is procedurally defective, of which also supports relief from judgment. Rules 56(c), (e), 60(b) S.C.R.C.P. The Court's Orders for Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** issued on September 8, 2020, are solely on the basis of Rule 12(c) of the South Carolina Rules of Civil Procedure without referencing to how the well pleaded factual allegations of Plaintiff's Complaint, when construed and admitted as true in favor of the nonmoving party, fail to state cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, and civil conspiracy. The Court Order for Defendants **H. COLLIER** and **SMITH** issued on September 8, 2020, never argued the legal basis for dismissing Plaintiff's complaint under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure as to whether Plaintiff's well pled allegations—construed as if true—provides reasonable inferences from the ultimate facts and elements set forth on the complaint to form cause(s) of action warranting a basis for any relief on any legal theory of the case. With respect to a motion for summary judgment, **C. COLLIER**, **H. COLLIER**, and **SMITH** failed to show that no genuine issue of material fact existed as to the causes of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, and civil conspiracy. For Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH**, the Court misapplied the law of defamation on several grounds: (1) the issue of the phrase "inappropriate relationship" as slander per se that is actionable is a question for the jury when susceptible to the meaning in the sense the words were used regarding a crime of moral turpitude or unfitness on one's profession; (2) when a defamatory tested by the moving party, the essence of doing so operates as an admission that the defamatory statement is capable of an offensive meaning as defamatory per se that is actionable; (3) these Defendants bear the burden of proof to show a privileged communication existed or was maintained, yet each of these Defendants failed to meet said burden; (4) these Defendants bear the burden of proving the defamatory statement of "inappropriate relationship," "predator," or any of the above as false statements, yet each of these Defendants failed to meet said burden that is an affirmative defense usually supported by testimony. The Court Order for Defendant **CHURCH** on September 8, 2020, failed to address the ambiguity and temporal element of the release agreement that: (1) did not bar cause(s) of action arising on the day of

executing the release and subsequently thereafter under Rule 12(b)(6); and, (2) previous communications between Plaintiff and Defendant **CHURCH** supporting an offer made to return consideration under Rule 60(b).

I. STANDARD OF REVIEW

A. STANDARD OF JUDGMENT FOR MOTION FOR RELIEF UNDER RULE 60(b)

Rule 60 “does not indicate that the power of a court to entertain an independent action to relieve a party from a judgment is limited to actions based on any particular reasons to the exclusion of the other reasons specified.” *Momani v. Van Surdam*, 296 S.C. 409, 410, 373 S.E.2d 691, 691 (Ct. App. 1988). Rule 60(b) of the South Carolina Rules of Civil Procedure provides that:

On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud, misrepresentation, or other misconduct of an adverse party . . .

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than one year after the judgment, order or proceeding was entered or taken. Rule 60(b), S.C.R.C.P.; *Tobias v. Rice*, 386 S.C. 306, 310, 688 S.E.2d 552, 554 n.3 (2010).

Rule 60(b) provides relief on two main grounds applicable here: “[(1) one based on such rare, special, exceptional or unusual circumstances that may warrant equitable relief, including accident or mistake[;] or[(2) one based in equity for fraud upon the court.” *T v. T (In re S.N.T.)*, 378 S.C. 127, 135, 662 S.E.2d 413, 417 (Ct. App. 2008). Under Rule 60(b)(1), a court may relieve a party from a final order based on the following considerations: “(1) the promptness with which relief is sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other party.” *Micronics, Inc. v. S.C. Dep’t of Revenue*, 345 S.C. 506, 510-12, 548 S.E.2d 223, 225-26 (Ct. App. 2001) (discussing application of Rule 60(b)(1) for “mistake, inadvertence, surprise, or excusable neglect”). Seeking immediate relief will meet the promptness basis for relief. *Id.* A meritorious defense is one that raises a question of law or a real controversy regarding essential facts of an evidentiary nature:

A meritorious defense need not be perfect nor one which can be guaranteed to prevail at a trial. It need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to essential facts arising from conflicting or doubtful evidence. *Graham v. Loris*, 272 S.C. 442, 453, 248 S.E.2d 594, 599 (1978).

A basis for relief will lie when a party makes a mistake of fact in good faith with “no attempt to thwart the judicial system” *Columbia Pools, Inc. v. Galvin*, 288 S.C. 59, 61, 339 S.E.2d 524, 525 (Ct. App. 1986).

Public policy favors “the disposition of issues on their merits rather than on technicalities.” *Micronics, Inc.*, 345 S.C. at 510-12. Regarding newly discovered evidence, that evidence “(1) will probably change the result if a new trial is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching.” *Lanier v. Lanier*, 364 S.C. 211, 217, 612 S.E.2d 456, 459 (Ct. App. 2005). The evidence is not in existence as of yet at the time the case has been dismissed or adjudicated. *Id.* For grounds of fraud, the fraud must be “extrinsic or collateral

to the question examined and determined in the action in which the judgment was rendered.” *Bryan v. Bryan*, 220 S.C. 164, 167, 66 S.E.2d 609, 610 (1951). Extrinsic fraud is when a party prevents the other party’s opportunity to be heard that misleads a court when determining issues thereby inducing the court to rule in favor of the party perpetuating said fraud. *Robinson v. Estate of Harris*, 388 S.C. 645, 655, 698 S.E.2d 229, 235 (2010). Fraud, misrepresentation, or misconduct by the adverse party relates to subverting the court’s integrity that leads to a breakdown in the judicial machinery of adjudicating cases in a fair and impartial manner. *Chewning v. Ford Motor Co.*, 346 S.C. 28, 34, 550 S.E.2d 584, 587 (Ct. App. 2001). The moving party has the burden of proof to show grounds under Rule 60(b). *Rouvet v. Rouvet*, 388 S.C. 301, 309, 696 S.E.2d 204, 208 (Ct. App. 2010). The moving party typically relies upon affidavits with essential facts that entitle that party to relief. *Bowers v. Bowers*, 304 S.C. 65, 67-68, 403 S.E.2d 127, 129 (Ct. App. 1991). An abuse of discretion standard applies to granting a motion under Rule 60(b) whereby an abuse of discretion arises when “the trial judge was controlled by an error of law or where his order is based on factual conclusions that are without evidentiary support.” *Tri-County Ice & Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 242, 399 S.E.2d 779, 782 (1990); *Raby Constr., L.L.P. v. Orr*, 358 S.C. 10, 17-18, 594 S.E.2d 478, 482 (2004). Amended motions for relief from the court’s judgment may be permissible under the circumstances. *Gray v. Bryant*, 298 S.C. 285, 286-88, 379 S.E.2d 894, 895-96 (1989).

B. STANDARD OF REVIEW FOR A 12(b)(6) MOTION TO DIMISS

In a responsive pleading, by motion, or any of the above, Rule 12(b)(6) of the South Carolina Rules of Civil Procedure provides that a party may plead a defense, whether in law or fact, to a cause of action in any pleading that the cause of action fails “to state facts sufficient to constitute a cause of action.” Rule 12(b)(6), S.C.R.C.P. Pleading in a complaint that states the causes of action should be concise and incorporate the facts as alleged throughout the complaint as grounds for relief, stating the grounds that the plaintiff is entitled to for relief, and requesting the prayer for relief accordingly. Rule 8(a), S.C.R.C.P.; *cf.* Rule 8(e) (permitting a plaintiff to plead inconsistent causes of action provided that the facts as alleged support the causes of actions). Under Rule 8, the complaint must provide the defendant(s) fair notice by pleading the ultimate facts as alleged to support each cause of action—not all of the facts or mere legal conclusions. Rule 8, S.C.R.C.P.; *Food Lion, Inc. v. United Food & Commer. Workers Int’l Union*, 351 S.C. 65, 78-79, 567 S.E.2d 251, 257-58 (Ct. App. 2002) (Stilwell, J., dissenting) (“At the pleadings stage, a litigant is not required to submit the evidence necessary to prove its case.”); *see Watts v. Metro Sec. Agency*, 346 S.C. 235, 240, 550 S.E.2d 869, 871 (Ct. App. 2001). The ultimate facts pertain to the plaintiff presenting “evidence [that] upon trial will prove, and not the evidence which will be required to prove those facts.” *Brown v. Inv. Mgmt. & Research*, 323 S.C. 395, 400 n.3, 475 S.E.2d 754, 756 (1996); *Stroud v. Riddle*, 260 S.C. 99, 102-103, 194 S.E.2d 235, 237 (1973). Typically, the remedy for any noted deficiencies in a complaint is for the plaintiff to amend the complaint rather than face a dismissal with prejudice that is a harsh and drastic remedy under the circumstances.¹ *Spence v.*

¹ Should the Court find any deficiencies in Plaintiff’s Complaint, Plaintiff should be entitled to amend the complaint to cure any noted deficiencies rather than face a dismissal with prejudice as a harsh and drastic remedy under the circumstances. *Spence v. Spence*, 368 S.C. 106, 129, 628 S.E.2d 869, 881 (2006). The South Carolina Rules of Civil Procedure provide that, unless the opposing

Spence, 368 S.C. 106, 129, 628 S.E.2d 869, 881 (2006). Therefore, pleadings are construed liberally “to do substantial justice to all parties.” Rule 8(f), S.C.R.C.P.; see *Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 38, 530 S.E.2d 369, 373 (2000); *Gaskins v. S. Farm Bureau Cas. Ins. Co.*, 343 S.C. 666, 671, 541 S.E.2d 269, 271-72 (Ct. App. 2000) (reversing a motion to dismiss because the court prematurely dismissed the action without further analysis).

While admitting to well-pleaded facts in a complaint, the essence of a 12(b)(6) motion is that the moving party challenges the factual and legal sufficiency of the complaint by not admitting to the non-moving party's: (1) allegations that are merely conclusions of law such as conclusory assertions of liability; and, (2) inferences drawn from factual allegations that do not set forth assertions of fact warranting relief as a matter of law. *Charleston Cty. Sch. Dist. v. Laidlaw Transit, Inc.*, 348 S.C. 420, 424-26, 559 S.E.2d 362, 364-65 (Ct. App. 2001); *Carolina Winds Owners' Ass'n v. Joe Harden Builder, Inc.*, 297 S.C. 74, 76, 374 S.E.2d 897, 899 (Ct. App. 1988); *Woodell v. Marion Sch. Dist. One*, 307 S.C. 297, 298, 414 S.E.2d 794, 794 (Ct. App. 1992) (reversing and remanding motion to dismiss for the court improperly deciding a factual issue). For a 12(b)(6) motion to dismiss, the court may only render a decision “based solely upon the allegations set forth on the face of the complaint.” *Food Lion, Inc.*, 351 S.C. at 69. The Court must take the plaintiff's well pleaded factual allegations in the plaintiff's complaint as if those factual allegations were true. *Carolina Winds Owners' Ass'n*, 297 S.C. at 76. The court must construe the plaintiff's allegations liberally resolving doubt in the plaintiff's favor and “view the allegations in the light most favorable to the plaintiff.” *Food Lion, Inc.*, 351 S.C. at 69-74 (dismissing a cause of action for the plaintiff's failure to allege an ultimate fact for an element in a cause of action); *Sloan Constr. Co. v. Southco Grassing, Inc.*, 377 S.C. 108, 112-21, 659 S.E.2d 158, 161-66 (2008) (dismissing the motion to dismiss as factually premature); *Stroud*, 260 S.C. at 102-103. For a motion to dismiss, the legal analysis is based on “whether . . . the allegations set forth on the face of the complaint state any valid claim for relief [under any theory of the case].” *Sloan Constr. Co.*, 377 S.C. at 112-13; *Plyler v. Burns*,

counsel gives written consent, “a party may amend his pleading only by leave of court . . . and leave shall be freely given when justice so requires and does not prejudice any other party.” Rule 15(a), S.C.R.C.P. The standard of review for an order denying a motion to amend a complaint is an abuse of discretion. See *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006). Abuse of discretion by the judge issuing an order “was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support.” *Id.* The lower court may not base its denial to amend a complaint on the merits of the amended claim(s) in lieu of the criteria outlined under Rule 15(a) of the South Carolina Rules of Civil Procedure. *Patton v. Miller*, 420 S.C. 471, 489-93, 804 S.E.2d 252, 261-63 (2017); *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 507, 369 S.E.2d 156, 158 (Ct. App. 1988) (“In the absence of a proper reason, such as bad faith, undue delay, or prejudice, a denial of leave to amend is an abuse of discretion.”). Under the first element of the court granting leave to amend a pleading freely as required to do justice, public policy strongly favors allowing parties to amend pleadings and encourages courts to freely grant a leave to amend pleadings. *Patton*, 420 S.C. at 489-93. Modeled after Rule 15(a) of the Federal Rules of Civil Procedure, the U.S. Supreme Court held that courts are behooved to follow the mandate outlined in Rule 15(a) and tread lightly: “If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claim on the merits.” *Foman v. Davis*, 371 U.S. 178, 182, 83 S. Ct. 227, 230 (1962). Under the second element of the court granting leave to amend a pleading that does not prejudice the opposing party, the South Carolina Supreme Court outlined the analysis as “whether the defendants were prejudiced by the amendment, or whether there was some other substantial reason to deny it.” *Patton*, 420 S.C. at 489-93. The non-moving party has the burden of establishing prejudice from the moving party's motion to amend a pleading. *Collins Entm't, Inc. v. White*, 363 S.C. 546, 562, 611 S.E.2d 262, 270 (Ct. App. 2005). The crux of the analysis concerning the prejudice prong under Rule 15(b) of the South Carolina Rules of Civil Procedure is whether the nonmoving party is afforded an opportunity to prepare and develop testimony for the issue that the moving party is raising formally when amending the complaint. *Soil & Material Eng'rs, Inc. v. Folly Assocs.*, 293 S.C. 498, 500-02, 361 S.E.2d 779, 781-82 (Ct. App. 1987). Courts must adhere to “the basic principle . . . that, in order to avoid the danger that [courts] might dispose of viable claims prematurely, courts must allow the parties to develop an adequate record.” *Carlson v. Gen. Motors Corp.*, 883 F.2d 287, 293 (4th Cir. 1989).

373 S.C. 637, 645, 647 S.E.2d 188, 192 (2007). The court may not dismiss the complaint “merely because the court doubts the plaintiff will prevail in the action.” *Food Lion, Inc.*, 351 S.C. at 78-79 (Stilwell, J., dissenting); *Plyler*, 373 S.C. at 645. Whether a 12(b)(6) motion to dismiss survives is “if facts alleged and inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case.” *Toussaint v. Ham*, 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987). A complaint is sufficient if the complaint raises an issue of fact that would entitle the plaintiff to judgment and any relief whatsoever if the fact is resolved in favor of the plaintiff under any cause of action or any theory of the case. *Russell v. Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991). While the Court may treat a motion under SCRPC 12(b)(6) as a motion for summary judgment and consider matters presented outside of the pleadings, the parties must be afforded a reasonable opportunity to respond to such matters in accordance with Rule 56(c) of the South Carolina Rules of Civil Procedure. *Brown v. Leverette*, 291 S.C. 364, 366-67, 353 S.E.2d 697, 698-99 (1987).

C. STANDARD OF REVIEW FOR A 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS

Under a Rule (12)(c) motion, the court “may not consider matters outside the pleadings.” *Firemen’s Ins. Co. v. Cincinnati Ins. Co.*, 302 S.C. 234, 236, 394 S.E.2d 855, 856 (Ct. App. 1990). For a motion for summary judgment on the pleadings, the court “admits the well pleaded facts in the complaint and the court must take those well pleaded factual allegations as true. The motion does not admit the inferences drawn by the plaintiff from the facts nor does it admit conclusions of law.” *Id.* Rule 12(c) of the South Carolina Rules of Civil Procedure provides that:

After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings. If, on a motion for judgment on the pleadings, matters outside the pleadings are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56. Rule 12(c), S.C.R.C.P.

Granting a motion for summary judgment on the pleadings is improper when construing and admitting all of the alleged facts in the pleadings, a cause of action and defense is stated. *See Diminich v. 2001 Enters., Inc.*, 292 S.C. 141, 142, 355 S.E.2d 275, 275 (Ct. App. 1987). A 12(c) motion for summary judgment on the pleadings is a drastic remedy “is not proper if there is an issue of fact raised by the complaint which, if resolved in favor of the plaintiff, would entitle her to judgment . . . [because] the pleadings must be construed liberally to ensure substantial justice between the parties.” *McCurry v. Keith*, 312 S.C. 254, 255, 439 S.E.2d 861, 862 (Ct. App. 1994). Ultimately, “a complaint is sufficient if it states any cause of action or it appears that the plaintiff is entitled to any relief whatsoever.” *Russell*, 305 S.C. at 89.

D. STANDARD OF REVIEW FOR A MOTION FOR SUMMARY JUDGMENT UNDER RULES 56(C) AND RULE 56(E)

The court must deny a motion for summary judgment on the pleadings as a matter of law when the evidence and reasonable inferences therefrom shows a genuine disputed issue exists regarding any material fact for each essential element in the claim. *Fay v. Total Quality Logistics, LLC*, 419 S.C. 622, 628, 799 S.E.2d 318, 322 (Ct. App. 2017). The court must draw reasonable inferences from the evidence in favor of the non-moving party. *Id.* A summary judgment on the pleadings is, often, premature before preliminary discovery in

litigation begins because the motion typically involves a variety of pleadings, including preliminary discovery, and other forms of admissible evidence together with affidavits. See *Hooper v. Ebenezer Senior Servs. & Rehab. Ctr.*, 386 S.C. 108, 114, 687 S.E.2d 29, 32 (2009). Transforming a Rule 12(b)(6) motion to dismiss into one of summary judgment to dismiss a case as a matter of law follows Rule 56(c) and 56(e) of the South Carolina Rules of Civil Procedure:

If, on a motion asserting the defense numbered (6) to dismiss for failure of the pleading to state facts sufficient to constitute a cause of action, matters outside the pleading are presented to and not excluded by the Court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56. Rule 12(b)(6), S.C.R.C.P.; *Dawkins v. Fields*, 354 S.C. 58, 69-71, 580 S.E.2d 433, 438-40 (2003); *Brown v. Leverette*, 291 S.C. at 366-67.

While Rule 12(b)(6) permits the introduction of matters outside of the pleadings in a motion for summary judgment, the introduction of matters outside of the pleadings are construed in tandem with the totality of the pleadings, discovery, and affidavits under Rule 56(c) as to whether a genuine² issue of any material fact³ exists. Rule 56(c), S.C.R.C.P.; *Hyman v. Ford Motor Co.*, 142 F. Supp. 2d 735, 737-38 (D.S.C. 2001). While a motion for summary judgment operates to expedite disposing of cases without a factfinder, a motion for “[s]ummary judgment is a drastic remedy and must not be granted until the opposing party has had a full and fair opportunity to complete discovery.” *Dawkins*, 354 S.C. at 69; *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). The non-moving party must raise “the likelihood that further discovery will uncover additional relevant evidence.” *Dawkins*, 354 S.C. at 69.

Whether summary judgment under Rule 56(c) is appropriate depends on whether a genuine issue of any material fact exists based on the totality of the pleadings, discovery, and affidavits:

The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party may serve opposing affidavits not later than two days before the hearing. The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. Rule 56 (c), S.C.R.C.P.

Additionally, Rule 56(e) provides the context of the parties exchanging affidavits according to Rule 56(c):

Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions, answers to interrogatories, or further affidavits. When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him. Rule 56(e), S.C.R.C.P.

² A genuine issue of fact is when “the evidence is such that a reasonable jury could return a verdict for plaintiff.” *Hyman v. Ford Motor Co.*, 142 F. Supp. 2d 735, 737-38 (D.S.C. 2001).

³ An issue regarding a material fact is when establishing that “fact might affect the outcome of the lawsuit under governing substantive law.” *Hyman*, 142 F. Supp. at 737-38.

In a motion for summary judgment, the court must determine “whether any triable issues of fact exist.” *Bloom v. Ravoira*, 339 S.C. 417, 421-22, 529 S.E.2d 710, 712 (2000). The court reviews “the [facts] and all inferences which can be reasonably drawn from the [facts].” *Id.* The court “must view the facts in the light most favorable to the non-moving party.” *George*, 345 S.C. at 452; *Dawkins*, 354 S.C. at 69-71. By contrast, when “no dispute as to the evidentiary facts [exists], but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied.” *Bloom*, 339 S.C. at 422. Akin to the standard for a motion for directed verdict, the legal issue before the court is whether issuing a verdict against a non-moving party would be reasonably possible based on the facts of the case. *Id.* The plain language for a motion for granting summary judgment under Rule 56(c) typically occurs “after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.” *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-24, 106 S. Ct. 2548, 2552-53 (1986). The moving party bears the burden to show the court the basis for a motion for summary judgment and identifying portions of the pleadings, discovery, and affidavits to “demonstrate the absence of a genuine issue of material fact.” *Id.* at 323; *Baughman v. AT&T*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

II. A RULING GRANTING A 12(b)(6) MOTION TO DISMISS AN ACTION OR A 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS IS PROCEDURALLY DEFECTIVE FOR CONVERTING THE MOTION INTO A MOTION FOR SUMMARY JUDGMENT UNDER RULE 56 WHEN A GENUINE ISSUE OF A MATERIAL FACT EXISTS OR NO SUPPORTING MATERIALS, EVIDENCE, OR AFFIDAVITS WERE PROPERLY SUBMITTED IN A TIMELY MANNER BY THE MOVING PARTY

A motion for summary judgment in this case is wildly premature when no preliminary discovery exchange has occurred, no depositions have occurred, no exchange of affidavits have occurred, for example. Further discovery will uncover relevant evidence to support Plaintiff’s action.

A. DEFENDANTS HANNAH ELIZABETH COLLIER AND LINDA SMITH’S 12(b)(6) MOTION TO DISMISS, 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS, AND MOTION FOR SUMMARY JUDGMENT UNDER RULES 56(c) AND 56(e) SHOULD BE REVERSED

Defendants **H. COLLIER** and **SMITH** raised a 12(b)(6) motion to dismiss Plaintiff’s cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, and any other cause(s) of action. Defs.’ Mot. Dismiss. Additionally, Defendants **H. COLLIER** and **SMITH** also sought transforming 12(b)(6) motion to dismiss into a motion for summary judgment under Rules 56(c) and 56(e). Defs.’ Mem. Mot. Dismiss. However, the Court never provided any basis for dismissing Plaintiff’s action under Rule 12(b)(6). Defendants **H. COLLIER** and **SMITH** failed to provide any legal basis as to why Plaintiff failed to state a cause of action as alleged. These Defendants also failed to show that no genuine issue of material fact existed under the totality of the circumstances. Counsel for Defendant **H. COLLIER** failed to file an affidavit ten (10) days prior to the hearing for Plaintiff to review and all parties engage in the exchange of materials, extrinsic evidence, admissible evidence, affidavits, or any of the above. Counsel for Defendant **SMITH** failed to provide materials, extrinsic evidence, admissible evidence, affidavits, or any of the above ten (10) days prior to the hearing on August 18, 2020, for Plaintiff to review and dispute, submit

materials in return, and offer other materials to support Plaintiff's position. Defendants **H. COLLIER** and **SMITH**'s 12(b)(6) motion to dismiss and Rule 56 motion for summary judgment should be denied because genuine issue(s) of material fact(s) exist concerning Plaintiff's cause(s) of action. Rules 12(b)(6), 56(c), 56(e), 60(b), S.C.R.C.P. Therefore, the Court's ruling under Rule 12(b)(6) must be reversed.

Moreover, Defendants **H. COLLIER** and **SMITH** raised a motion for summary judgment on the pleadings under Rule 12(c) to dismiss Plaintiff's cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, and any other cause(s) of action. Defs.' Mem. Mot. Dismiss. Only Defendant **H. COLLIER** introduced an affidavit with corresponding exhibits for Defendant **H. COLLIER** on August 17, 2020, which was a day prior to the hearing on August 18, 2020. Defendant **SMITH** never provided any additional materials, evidence, or affidavits prior to the hearing on August 18, 2020. Counsel for **SMITH** failed to provide any materials, extrinsic evidence, admissible evidence, affidavits, or any of the above for the Court's consideration ten (10) days prior to the hearing on August 18, 2020, for Plaintiff to review and dispute, submit materials in return, and offer other materials to support Plaintiff's position. Defendants **H. COLLIER** and **SMITH** failed to provide any materials, extrinsic evidence, admissible evidence, affidavits, or any of the above for the Court's consideration other than sole reliance on the pleadings in Plaintiff's complaint and these Defendants' Answer and Amended Answer. Def. **H. COLLIER** and **LINDA SMITH**'s Mem. Mot. Dismiss. Therefore, Defendants **H. COLLIER** and **SMITH** cannot rely upon the pleadings alone when converting a 12(c) motion for summary judgment on the pleadings pursuant to Rule 56. Rules 12(c), 56, S.C.R.C.P. Said motion under Rule 12(c) must also follow the procedure outlined in Rules 56(c) and 56(e). The normal remedy under a Rule 12(c) motion is to permit Plaintiff to amend Plaintiff's complaint rather than face dismissal as a drastic remedy. Therefore, the Court's ruling under Rule 12(c) must be reversed.

Plaintiff hereby requests the Court to amend its order and grant Plaintiff relief by denying Defendant **H. COLLIER** and **SMITH**'s 12(b)(6) Motion to Dismiss Plaintiff's cause(s) of action, denying **H. COLLIER** and **SMITH**'s 12(c) Motion for Summary Judgment, denying **H. COLLIER** and **SMITH**'s 56 motion for summary judgment, granting Plaintiff leave to amend Plaintiff's Complaint, or any of the above. Rules 12(b)(6), 12(c), 15(a), 56(c), 56(e), 60(b), S.C.R.C.P. The transcript of Counsel for Defendant **H. COLLIER** reading from Defendant **H. COLLIER**'s affidavit and corresponding exhibits at the hearing on August 18, 2020, should be stricken from the record.⁴ Rule 12(f), S.C.R.C.P.

⁴ A motion to strike allegations is permissible under Rule 12(f) of the South Carolina Rules of Civil Procedure: "Upon motion pointing out the defects complained of, and made by a party before responding to a pleading or, if no responsive pleading is required within 30 days after the service of the pleading upon him or upon the court's own initiative, at any time the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent or scandalous matter." Rule 12(f), S.C.R.C.P.

1. PLAINTIFF'S CAUSE OF ACTION FOR DEFAMATION SHOULD SURVIVE DEFENDANT HANNAH ELIZABETH COLLIER'S 12(b)(6) MOTION TO DISMISS BECAUSE THE STATEMENT OF "INAPPROPRIATE RELATIONSHIP" HAS A PLAIN AND UNAMBIGUOUS OFFENSIVE MEANING AS A DEFAMATORY STATEMENT

Generally, whether a statement is actionable per se is a matter of law for the court to decide. *Erickson v. Jones St. Publr., LLC*, 368 S.C. 444, 465-66, 629 S.E.2d 653, 664-65 (2006). While some statements are clearly defamatory that the court may answer the question as to whether the statement is defamatory per se, when reasonable minds might differ on the meaning of the statement as defamatory per se, then the issue must go to a jury. *Parrish v. Allison*, 376 S.C. 308, 321-23, 656 S.E.2d 382, 389-90 (Ct. App. 2007). In doing so, the court, jury, or any of the above not only considers the facial value of the statement but evidence concerning extrinsic facts and circumstances. *Id.* Whether the defamatory statement is actionable per se permits the "contemplation of the context and circumstances under which words are spoken when determining if the words have a defamatory meaning or are actionable per se . . . [and] the resolution of conflicting meanings is reserved for the jury." *Id.* When "defamation is actionable per se, then under common law principles the law presumes the defendant acted with common law malice and that the plaintiff suffered general damages." *See Holtzscheiter v. Thomson Newspapers*, 332 S.C. 502, 508-13, 506 S.E.2d 497, 501-03 (1998). Spoken defamation published to a third party is slander. *See id.* Defamation per se is when the "[t]he defamatory meaning of a message or statement [is] obvious on the face of the statement." *Id.*

Slander per se is actionable per se "when [the statement] charges the plaintiff with one of five types of acts or characteristics: (1) commission of a crime of moral turpitude; (2) contraction of a loathsome disease; (3) adultery; (4) unchastity; or (5) unfitness in one's business or profession." *Erickson*, 368 S.C. at 466 n.7.⁵ A crime of moral turpitude is an accusation based on "an act of baseness, vileness, or depravity in private and social duties that a man owes to his fellow men or to society in general, contrary to the accepted and customary rule of right and duty between man and man" *Smith v. Smith*, 194 S.C. 247, 251, 9 S.E.2d 584, 586 (1940). Slander per se is actionable for a crime of moral turpitude when the speaker publishes "any words which falsely or maliciously charge the commission of a crime, or which distinctly assume or imply one has committed a crime, or which raise a strong suspicion in the minds of hearers or readers, that one has committed a crime." *Lesesne v. Willingham*, 83 F. Supp. 918, 921 (D.S.C. 1949). A slanderous statement inferring a plaintiff's impropriety or lack of integrity when performing plaintiff's job is actionable per se as plaintiff being unfit for plaintiff's profession. *Moshtaghi v. Citadel*, 314 S.C. 316, 324-25, 443 S.E.2d 915, 919-

⁵ The Court relies upon solely the analysis of crime of moral turpitude as slander per se that is actionable at law. *Parrish v. Allison*, 376 S.C. 308, 321-23, 656 S.E.2d 382, 389-90 (Ct. App. 2007). However, the legal analysis in this case for slander per se concerns both crime of moral turpitude and unfitness in one's profession. *Id.* The legal analysis is not based on slander per se that is not actionable at law concerning determining the innuendo from the circumstances. When a defamatory statement refers to a charge of a crime, the "charge of a crime need not be express but, with verbal slander, words are to be given their ordinary and popular meaning . . . [a]nd when words are susceptible of an innocent meaning and one imputing a crime, the jury must decide in what sense they were used." *Id.* at 325. In *Parrish*, whether the allegation of "con" as related to being "conned" was a defamatory statement per se that was actionable under the context and circumstances of the situation was properly before the jury. *Id.* at 325-26. In *Herring v. Lawrence Warehouse Co.*, an employee-warehouse manager was accused of being "short" with the inventory of machinery. 222 S.C. 226, 232-35, 72 S.E.2d 453, 454-56 (1952). In *Herring*, the court found the statement "short" was slander per se that was actionable under the context and circumstances of the situation as a crime of moral turpitude as well as unfitness for the warehouse manager's profession to maintain custody and control of the inventory of machinery. *Id.* Therefore, context and circumstances—not innuendo—are critical to assessing whether a defamatory statement is slander per se that is actionable.

20 (Ct. App. 1994) (finding that dismissing a defamatory statement on the basis of a qualified privilege was improper because a factual dispute arose as to whether the qualified privilege was lost).

The effect of such a charge on the listener, who is a third-party, involving an accusation for a crime of moral turpitude is the proper legal analysis rather than whether the meaning of the statement is understood “positively and directly by words of clear and unmistakable meaning or only indirectly and by means of innuendo.” *Lesesne*, 83 F. Supp. at 921 (explaining that the legal analysis does not go through the analysis of whether a defamatory statement is slander per se or slander per quod because the very nature of the statement itself is plain, clear, and unambiguous to have an offensive meaning at face value); *Woodward v. S.C. Farm Bureau Ins. Co.*, 277 S.C. 29, 31, 282 S.E.2d 599, 600 (1981); *Herring v. Lawrence Warehouse Co.*, 222 S.C. 226, 232-35, 72 S.E.2d 453, 454-56 (1952) (discussing that defamation per se that is actionable is based on the sense in which the listener understood the words). Furthermore, when the moving party for a motion for summary judgment tests the statement as to whether the words have an actionable quality, the moving party essentially admits to the allegations of defamatory statement(s) in the complaint. *Flowers v. Price*, 192 S.C. 373, 377, 6 S.E.2d 750, 751 (1940). In addition to words that raise a strong suspicion of a plaintiff’s guilt or criminal conduct within the minds of hearers, **any words that are capable of attributing an offensive meaning is actionable.** *Adams v. Daily Tel. Printing Co.*, 292 S.C. 273, 279, 356 S.E.2d 118, 122 (Ct. App. 1986). The analysis goes to whether a statement is defamatory per se—not to establishing the truth or falsity of the statement that is properly submitted to the factfinder. *Id.*

Whether a statement is true or false is not dependent upon the speaker’s subjectivity or indefiniteness. *Id.* Rather, a court must deny a motion for summary judgment concerning a statement as defamatory if the court can affirmatively say that the published statement is capable of being construed as defamatory by a reasonable listener under the circumstances. *Flowers*, 192 S.C. at 377 (using an objective standard for the effect on the listener). Furthermore, slander per se that is actionable presumes falsity whereby the defendant bears the burden of proof to show that the statement is false, of which defendant must overcome the presumption of the element of falsity with testimony. *Herring*, 222 S.C. at 233-35. Regarding opinions as being protected speech, the proper legal analysis is whether a statement is a matter of public concern⁶ or private concern that warrants more or less protection under the First Amendment respectively. *Garrard v. Charleston Cty. Sch. Dist.*, 429 S.C. 170, 195-202, 838 S.E.2d 698, 711-15 (Ct. App. 2019). Whether a statement is protected as an opinion only relates to whether the statement relates to a matter of public concern. *Garrard*, 429 S.C. at 198-99. The First Amendment provides no protection for false statements of facts, especially when “an expression of opinion [] conveys a false and defamatory statement of fact [that] can be actionable.” *Id.*

⁶ A statement of public concern typically relates to a statement of “any matter of political, social, or other concern to the community . . . [that is] determined by the content, form, and context of a given statement, as revealed by the whole record.” *Connick v. Myers*, 461 U.S. 138, 146-48, 103 S. Ct. 1684, 1690 (1983). The fair report privilege to defamation is a qualified privilege that extends to “the privilege to publish fair and substantially accurate reports of judicial and other governmental proceedings without incurring liability.” *West v. Morehead*, 396 S.C. 1, 7, 720 S.E.2d 495, 498 (Ct. App. 2011). In *Garrard*, the legal analysis focused on the fair report privilege with respect to newspapers concerning matters of public concern. 429 S.C. at 181-88; *Padgett v. Sun News*, 278 S.C. 26, 29-33, 292 S.E.2d 30, 32-34 (1982). The legal analysis of an opinion is moot for Defendants **C. COLLIER, H. COLLIER, and SMITH.**

(emphasis added). A statement of private concern receives less protection under the First Amendment being subject to defamation law under that state. *Id.* at 195-202; *Dun & Bradstreet v. Greenmoss Builders*, 472 U.S. 749, 759-61, 105 S. Ct. 2939, 2945-46 (1985). A private statement does not concern a public issue that is done solely for the speaker's personal interest and told in confidence to the speaker's specific audience such as an employer regarding an employee's conduct outside the scope of employment; because, such a statement does not inform the public about the aspects of the employer's function or operations. *Snyder v. Phelps*, 562 U.S. 443, 453, 131 S. Ct. 1207, 1216 (2011). In *City of San Diego v. Roe*, a cop was terminated for producing and selling a sexually explicit custom video while displaying his cop uniform that was done outside the scope of employment. 543 U.S. 77, 78-85, 125 S. Ct. 521, 522-26 (2004). Lacking protection under the First Amendment, such "speech was [a private concern because it was] unrelated to the employment and had no effect on the mission and purpose of the employer." *City of San Diego*, 543 U.S. at 80.

Plaintiff and Defendant **H. COLLIER** are legal adults capable of forming their own associations with others as well outside Plaintiff's scope of employment. Both Plaintiff and Defendant **H. COLLIER** have the freedom of association to be in a consensual relationship, whether a mentor-mentee relationship or a surrogate father-daughter relationship. *Roberts v. United States Jaycees*, 468 U.S. 609, 618-20, 104 S. Ct. 3244, 3250-51 (1984) (discussing the freedom of association to develop interpersonal relationships as an aspect of individual liberty this is a protected right under the First Amendment of the United States Constitution); U.S. CONST. amend. XIV ("Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."). A consensual relationship between two legal adults is not a crime. Actual crimes related to nonconsensual contact of a sexual nature are codified in the South Carolina Criminal Code for sexual assault crimes and the Sexually Violent Predator Act in the South Carolina Health Code, for example. S.C. Code Ann. §§ 16-3-600, 16-3-651 to 656 (sexual assault crimes); S.C. Code Ann. §§ 44-48-10 to -170. The penal codes for sexual assault crimes carries a stigma against an older man having a relationship with an underage minor.⁷ At the heart of the matter, this case presents a dystopian fallacy of Defendants reinforcing a stigma against Plaintiff as a sexual predator to exclude and shame Plaintiff when no crime has occurred. When no crime has occurred, a stigma is not the law. When no crime has occurred, a stigma is not a fact. Arguments made by Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** revolve entirely around perpetuating a stigma against Plaintiff when accusing Plaintiff of having an "inappropriate relationship" with Defendant **H. COLLIER** akin to being a sexual predator—as fully manifested

⁷ A stigma is a learned behavior that is formed through social interactions creating shortcuts to cognitive associations through symbols, practices, or conduct for individuals to relate to one another in a society or a community. See generally Bernice A. Pescosolido et al., *Rethinking Theoretical Approaches to Stigma: A Framework Integrating Normative Influences on Stigma (FINIS)*, 67 SOC. SCI. MED. 3, Aug. 2008, at 431-440, available at <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2587424/>. A negative stigma usually results in exclusion by shame for members of society or community associated with that stigma. Richard H. McAdams, *The Origin, Development, and Regulation of Norms*, 96 MICH. L. REV. 338, 400-07 (1997). A powerful stigma may also arise from creating and reinforcing legislative schemes to reflect normative values as a means of social control. MATTHEW D. LIEBERMAN, *SOCIAL: WHY OUR BRAINS ARE WIRED TO CONNECT* 7-70 (2013) (exploring the complex cognitive associations behind humans experiencing stigma in relation to humans' basic need for social interaction and the evolution of the human brain for social intelligence).

by counsel for Defendant **C. COLLIER** calling Plaintiff a “predator” before the Court on August 18, 2020.⁸ As both Defendant **C. COLLIER** and **H. COLLIER** reported Plaintiff to Defendant **CHURCH** together, then a genuine issue of material facts exists concerning the surrounding circumstances of these Defendants accusing Plaintiff of both having an “inappropriate relationship” with and being a “predator” toward **H. COLLIER** during the very same meeting with Dr. Barry Jimmerson for Defendant **CHURCH**. Outside the scope of employment with Defendant **CHURCH**, Defendant **H. COLLIER** admitted to asking Plaintiff to be her mentor because her father was not active in her life.⁹ Caroline Jenkins Aff. Over time, Defendant **H. COLLIER** began to treat Plaintiff as a surrogate father figure outside the scope of employment with Defendant **CHURCH**. James Tegeler Aff., Ex. A, C, D. More importantly, the real facts and applicable law here is that Defendant **H. COLLIER** is a legal adult capable of forming her own associations without any parent or grandparent, including Defendant **C. COLLIER**, Defendant **SMITH**, or Craig T. Collier, who is Defendant **H. COLLIER**’s father. Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** admitted that Defendant **H. COLLIER** was a legal adult on or around July 12, 2017. Def **C. COLLIER** Ans. ¶ 9; Def. **H. COLLIER** and **LINDA SMITH** Ans. ¶ 10.

Defendant **H. COLLIER** admitted viewing herself as a legal adult to Plaintiff. James Tegeler Aff., Ex. D. At all times when Plaintiff interacted with Defendant **H. COLLIER**, and Defendant **H. COLLIER** solicited Plaintiff to be a mentor personally, Defendant **H. COLLIER** was a legal adult. James Tegeler Aff.; Caroline Jenkins Aff.

Defendant **H. COLLIER** omits the fact that she had previously corresponded with Plaintiff prior to arriving to Plaintiff’s birthday party for his son Alexander on March 11, 2018. James Tegeler Aff., Ex. F. Plaintiff was clear that Defendant **H. COLLIER** was not obligated to come if she didn’t feel well. During the party, Defendant **C. COLLIER** was wearing provocative, revealing clothing once again in front of Plaintiff. James Tegeler Aff. During the party, Defendant **H. COLLIER** stared at her plate, played with her phone, and complained of wanting to vomit at the table. James Tegeler Aff. Upon seeing Defendant **H. COLLIER** playing on her phone, Plaintiff politely asked Defendant **H. COLLIER** to be involved in the group conversation if she felt good enough to play on her phone. Defendant **H. COLLIER** then complained of not feeling well again. Plaintiff politely stated that if Defendant **H. COLLIER** didn’t feel well, then she should not feel obligated to stay at the party. Defendant **H. COLLIER** stormed off to the bathroom in a violent mood swing with her mother Defendant **C. COLLIER** trailing behind. When both Defendants **C. COLLIER** and **H. COLLIER** returned from the restroom, Defendant **H. COLLIER** was also mad with her mother Defendant **C. COLLIER**. James Tegeler Aff. Plaintiff’s son Andrew even found Defendant **H. COLLIER**’s behavior annoying. Josie Allen Aff. Ultimately, what both Defendants **C. COLLIER** and **H. COLLIER** omit is that, because of their behavior as guests to

⁸ Defendant **C. COLLIER** admitted to raising the age difference between Plaintiff and Defendant **H. COLLIER** when reporting Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH** when accusing Plaintiff of having an inappropriate relationship with Defendant **H. COLLIER**. Def. **C. COLLIER** Am. Answer ¶ 26. The context and circumstances of Defendant **C. COLLIER** making such an allegation of “inappropriate relationship” and “predator” clearly outwardly manifests the implication of guilt or a crime by Plaintiff upon the listener related to both a crime of moral turpitude charged against Plaintiff and Plaintiff’s unfitness in his profession. Such a statement correlates to accusing Plaintiff of the stigma of an older man pursuing a minor as well as accusing Plaintiff of being a sexual predator, of which is akin to being accused of a crime. Such context and circumstances leave no doubt that the accusation of “inappropriate relationship” would be attributable to an offensive meaning rendering the same as slander per se that is actionable.

⁹ This allegation was newly discovered by witness Caroline Jenkins upon finalizing and executing her affidavit. Rule 60(b)(2), S.C.R.C.P.

Plaintiff's birthday party for his son, they ruined Plaintiff's birthday party for his son lacking any conscientiousness or consideration toward anyone else except for the two of them in a socially inappropriate manner. James Tegeler Aff. The next day on or around March 12, 2018, Defendants **C. COLLIER** and **H. COLLIER** omit that, after both Defendants **C. COLLIER** and **H. COLLIER** accused Plaintiff of having an inappropriate relationship with Defendant **H. COLLIER**, Dr. Barry Jimmerson's initial response was a line of questioning to Hannah concerning a romantic or sexual relationship: (1) whether Defendant **H. COLLIER** had sex with Plaintiff; (2) whether Defendant **H. COLLIER** had romantic feelings toward Plaintiff; and, (3) whether Defendant **H. COLLIER** believed that Plaintiff had romantic feelings toward her. Pl. Complaint ¶ 60; James Tegeler Aff. Clearly, the effect of hearing the phrase "inappropriate relationship" on Dr. Barry Jimmerson was that Defendants **C. COLLIER** and **H. COLLIER** accused Plaintiff of having a romantic or sexual relationship with Defendant **H. COLLIER**.¹⁰ **The legal issue of defamation is not subjective to the speaker's perception of the message. Rather, the legal issue of defamation is how a reasonable person listening to the statement—the listener—would perceive that statement by an objective standard.**

As a separate legal issue, neither Defendants **C. COLLIER** nor **H. COLLIER** may claim any privilege to discuss with Plaintiff's supervisor Dr. Barry Jimmerson for Defendant **CHURCH** on matters occurring outside of the scope of Plaintiff's employment with Defendant **CHURCH**. Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** all allege to Plaintiff's inappropriate relationship with Defendant **H. COLLIER** that had no relation to Plaintiff's conduct during the scope of Plaintiff's employment with Defendant **CHURCH**. Furthermore, Defendant **CHURCH** provided no employment documentation detailing Plaintiff's conduct requirements outside the scope of employment with Defendant **CHURCH**. Pl. Resp. Defs. Motion to Dismiss, Ex. F. Neither Defendants **C. COLLIER** nor **H. COLLIER** may claim stating an opinion is protected against defamation when their reporting of Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH** was a matter of private concern unrelated to the Plaintiff's employment with Defendant Church or the mission and purpose of Defendant **CHURCH**. Def. **C. COLLIER**'s Am. Answer, ¶ 26; Def. **C. COLLIER**'s Mem. Mot. Dismiss; Defs. **H. COLLIER** and **SMITH**'s Am. Answer, ¶ 23-24; Defs. **H. COLLIER** and **SMITH**'s Mem. Mot. Dismiss. Defendant **C. COLLIER**'s role as a parent reporting Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH** and accusing Plaintiff of having an inappropriate relationship with Defendant **H. COLLIER** is irrelevant when Defendant **H. COLLIER** is a legal adult capable of forming her own associations legally without Defendant **C. COLLIER**. Defendant **H. COLLIER** reporting Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH** and accusing

¹⁰ Plaintiff raised the actual issue for the effect on the listener of Dr. Barry Jimmerson with Defendant **CHURCH** when Defendants **C. COLLIER** and **H. COLLIER** accused Plaintiff of having an "inappropriate relationship" with Defendant **H. COLLIER** because Dr. Barry Jimmerson responded with questions regarding a sexual or romantic nature having occurred between Plaintiff and Defendant **H. COLLIER**. Pl. Compl. ¶ 59-62. Furthermore, Plaintiff raised the context and circumstances of "inappropriate relationship" resulting in potential susceptible meanings between Dr. Barry Jimmerson and Laurel Shaler with Defendant Church when Dr. Barry Jimmerson does not see the text message sent by Defendant **H. COLLIER** to Plaintiff on December 31, 2017, as inappropriate under the context and circumstances of Plaintiff's mentorship of Defendant **H. COLLIER** whereas Laurel Shaler did not consider the context or circumstances when accusing Plaintiff's mentorship of Defendant **H. COLLIER** as "inappropriate." Pl. Compl. ¶ 63-72; Pl. Resp. Defs. Mtn. Dismiss, Ex. E (text message). Thus, if more than one susceptible interpretation exists as to the phrase "inappropriate relationship," then the issue clearly belongs within the province of the jury and such attack under a motion for summary judgment should be denied.

Plaintiff of having an inappropriate relationship with her is unrelated to Plaintiff's employment with Defendant **CHURCH**. Plaintiff's role with the choir was unrelated to Defendant **H. COLLIER**'s interactions with Plaintiff outside Plaintiff's employment with Defendant **CHURCH**, of which Defendant **C. COLLIER** was heavily involved in those interactions outside the scope of Plaintiff's employment with Defendant **CHURCH**. Neither Defendants **C. COLLIER** nor **H. COLLIER** complained of Plaintiff's work performance within the scope of his duties and employment with Defendant **CHURCH**.

Defendant **H. COLLIER** cannot condemn Plaintiff without condemning her own behavior in an entirely consensual mentorship relationship between two legal adults whereby no romantic activity, sexual activity, or any of the above occurred between Plaintiff and Defendant **H. COLLIER**. Defendant **H. COLLIER**'s attempt to litigate whether the statement "inappropriate relationship" is true or false is a matter for the jury and arguably a false statement upon further discovery and a genuine dispute of a material fact warranting reversal. Rules 12(c), 56, 59, 60(b)(2)-(3), S.C.R.C.P. Defendant **H. COLLIER**'s accusation of Plaintiff having an inappropriate relationship with her is directly traceable to Plaintiff's termination from Laurel Shaler with Defendant **CHURCH** and later slander by Defendant **SMITH** to members of the community. Counsel for Defendant **H. COLLIER** submitted Defendant **H. COLLIER**'s affidavit and exhibits on August 17, 2020, giving Plaintiff no opportunity to refute the affidavit and exhibits as extrinsic evidence the day before the hearing on August 17, 2020. Counsel for Defendant **H. COLLIER** was supposed to submit all affidavits and proposed evidence ten (10) days prior to the hearing on August 18, 2020, which never happened. Therefore, Counsel's recitation of exhibits from Defendant **H. COLLIER**'s affidavit before the court concerning was entirely improper that should be stricken and subject to evidentiary insufficiency. Rules 12(f), 56(e), 60, S.C.R.C.P.

2. DEFENDANT HANNAH ELIZABETH COLLIER AND LINDA SMITH'S 12(b)(6) MOTION TO DISMISS SHOULD BE DENIED BECAUSE A GENUINE ISSUE OF MATERIAL FACT TRACEABLE TO THE ELEMENT OF SEVERE DISTRESS AND OUTRAGE EXISTS IN THE CAUSES OF ACTION FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

In a cause of action for intentional infliction of emotional distress, the plaintiff must show: "(1) the defendant intentionally or recklessly inflicted severe emotional distress, or knew that distress would probably result from his conduct; (2) the defendant's conduct was so extreme and outrageous that it exceeded all possible bounds of decency and was furthermore atrocious, and utterly intolerable in a civilized community; (3) the actions of the defendant caused the plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was so severe that no reasonable person could be expected to endure it." *Gattison v. S.C. State Coll.*, 318 S.C. 148, 151, 456 S.E.2d 414, 416 (Ct. App. 1995). Factors related to supporting this cause of action involve: (1) a pre-existing legal relationship existed between the parties as an employer-employee relationship; (2) the employer engages in coercive and oppressive abuse of an employee; (3) "the defendant calculatedly inflicted suffering or heedlessly and contemptuously disregarded the plaintiff's present emotional suffering either to force the plaintiff to accede to the defendant's wishes or to punish the plaintiff for prior failure to comply." *Todd v. S.C. Farm Bureau Mut. Ins. Co.*, 283 S.C. 155, 169-70, 321 S.E.2d 602, 610-11 (Ct. App. 1984); *Ford v. Hutson*, 276 S.C. 157, 166, 276 S.E.2d 776, 780 (1981) ("Conduct growing out of a business

relationship may be so outrageous and shocking as to be actionable.”). Severe emotional distress does not require manifestation of bodily harm. *Ford*, 276 S.C. at 162. By contrast, when a plaintiff experiences severe emotional distress, plaintiff may experience shock, illness, or bodily harm. *Id.* Negligent infliction of emotional distress is closely related to the intentional infliction of emotional distress except for that this cause of action: (1) lacks intent through the defendant’s act(s) or omission(s); and, (2) has basic negligence elements of duty, breach, and injury or damages.¹¹ See *Moore v. Weinberg*, 383 S.C. 583, 588-89, 681 S.E.2d 875, 878 (2009); *Gattison*, 318 S.C. at 151; *SPAUGH v. A. C. L. R.R. CO.*, 158 S.C. 25, 30, 155 S.E. 145, 147 (1930); see also *Rodrigues v. State*, 52 Haw. 156, 518-19 (1970). Outside the analysis of the by-stander recovery theory, South Carolina does not require a physical impact from one’s negligence that results in the emotional distress of another; rather, the analysis turns upon the plaintiff manifesting physical or bodily injury as a result from mental and emotional trauma. See *Bray v. Marathon Corp.*, 347 S.C. 189, 196-97, 553 S.E.2d 477, 480 (Ct. App. 2001); *Mack*, 52 S.C. at 335.

In this case, Plaintiff has suffered severe emotional distress by the accusation of having an inappropriate relationship with Defendant **H. COLLIER** with sleepless nights, nausea, anguish, mental suffering, counseling, and so forth. Here, both Defendant **C. COLLIER** and **H. COLLIER** went together to report Plaintiff to Dr. Barry Jimmerson that Plaintiff was having an inappropriate relationship with Defendant **H. COLLIER**. However, Defendant **C. COLLIER** then admits to informing Dr. Barry Jimmerson that she believes the age difference between Plaintiff and Defendant **H. COLLIER** is now inappropriate after having spent around seven (7) months around both Plaintiff and Defendant **H. COLLIER**. The age difference merely perpetuates a stigma where no crime has occurred between two legal adults nor any romantic or sexual activity that further supports the defamatory nature of the phrase “inappropriate relationship” in toto. Then, Defendant **C. COLLIER** back-peddles to say her daughter Defendant **H. COLLIER** did not have romantic feelings or sex with Plaintiff. But, somehow, the phrase “inappropriate relationship” rears its ugly head to mean Defendant **C. COLLIER** accused Plaintiff of being a predator for having an “inappropriate relationship” with Defendant **H. COLLIER** to Dr. Barry Jimmerson with Defendant **CHURCH** when in the presence of Defendants **H. COLLIER** and **SMITH**. Counsel for Defendant **H. COLLIER** also characterizes Defendant **H. COLLIER** as a high school student when she is an adult of legal age attending college.

A genuine dispute of material facts goes to Defendant(s) exceeding the bounds of decency as outrageous conduct portraying an innocent man—Plaintiff—as a sexual predator through the use of the phrase “inappropriate relationship” or “inappropriate contact.” Rules 12(c), 56, 59, 60(b), S.C.R.C.P. This incident is

¹¹ In South Carolina, the cause of action for the negligent infliction of emotional distress is a relatively new cause of action subject to expanding the application to other factual settings. See *McCaskey v. Shaw*, 295 S.C. 372, 375, 368 S.E.2d 672, 673 (Ct. App. 1988); *Folkens v. Hunt*, 290 S.C. 194, 204-05, 348 S.E.2d 839, 845 (Ct. App. 1986) (citing *Hensley v. Heavrin*, 277 S.C. 86, 87-88, 282 S.E.2d 854, 855 (1981)). Recovery under this cause of action is not limited to the by-stander theory. *Bray v. Marathon Corp.*, 347 S.C. 189, 196-97, 553 S.E.2d 477, 480 (Ct. App. 2001); *Kinard v. Augusta Sash & Door Co.*, 286 S.C. 579, 582 n.2, 336 S.E.2d 465, 467 (1985); *Padgett v. Colonial Wholesale Distrib. Co.*, 232 S.C. 593, 604-08, 103 S.E.2d 265, 270-72 (1958); see also *Charleston Cty. Sch. Dist. v. State Budget & Control Bd.*, 313 S.C. 1, 7-8, 437 S.E.2d 6, 9 (1993). The elements of defendant’s extreme and outrageous conduct, defendant’s conduct being the actual and proximate cause of plaintiff’s injury, and plaintiff’s severe emotional distress remain the same for both causes of action. *Gattison*, 318 S.C. at 151.

outrageous because such grossly, inaccurate characterization makes things difficult for the real victims of sexual assault. Instead, Defendant(s) are using a shock and awe propaganda campaign of a stigma related to an older man sexually engaging with underage minors without a veritable legal basis for the freedom to associate with interpersonal relationships between legal adults. Real sexual predators do exist. Real victims of child molestation and rape do exist. This situation is beyond acceptable within the normal bounds of decency to throw away a man's life when the real predators and victims are out there lost among a crying wolf starting with Defendant **H. COLLIER**. Plaintiff is not a sexual predator. Defendant(s) entire context of the circumstances has been entirely taken out of proportion.

3. DEFENDANT HANNAH ELIZABETH COLLIER AND LINDA SMITH'S 12(b)(6) MOTION TO DISMISS SHOULD BE DENIED BECAUSE A GENUINE ISSUE OF MATERIAL FACT TRACEABLE TO THE ELEMENTS OF CIVIL CONSPIRACY

Civil conspiracy is when two or more persons join for the purpose to injure and cause special damage to the plaintiff. *Cricket Cove Ventures, LLC v. Gilland*, 390 S.C. 312, 324, 701 S.E.2d 39, 46 (Ct. App. 2010). The cause of action for civil conspiracy relates to the Plaintiffs' damages resulting "from an overt act done pursuant to a common design." *Id.* at 324. Special damage alludes to damage that is caused by the Defendants' conduct:

[The Defendants' conduct was] motivated by envy, ill will, spite and malice, did secretly and unlawfully further agree, combine, unite, scheme and conspire together for the purpose and with the design and intent of restraining, damaging, ruining, crushing and wrecking the plaintiff and driving him out of business and eliminating him as a competitor; and that pursuant to, and in furtherance and consummation of, said unlawful agreement, combination, scheme and conspiracy, the defendants herein, their co-conspirators, agents, servants, aiders and abettors, have acted, united and co-operated together and have committed, or caused to be committed, numerous illegal and vicious acts, to the plaintiff's great injury and damage. *Charles v. Tex. Co.*, 192 S.C. 82, 98, 5 S.E.2d 464, 471 (1939).

Special damages are defined as damages that "go beyond the damages alleged in other causes of action." *Cricket Cove Ventures, LLC*, 390 S.C. at 325; *Allegro, Inc. v. Scully*, 418 S.C. 24, 36-37, 791 S.E.2d 140, 146-47 (2016) (Beatty, J., dissenting) (proposing overruling the special damages requirement of civil conspiracy in South Carolina as a duplicative legal technicality conflating the bar on recovering from double damages with the element of special damages being a pleading requirement).

For reasons previously discussed, Plaintiff has reason to believe that Defendant **CHURCH** was collaborating with the other Defendant(s) to cause Plaintiff harm beyond pain and suffering, loss of reputation, and loss of other wages. Damages for defamation primarily deal with general damages. Defamation (for slander per se that is actionable at law), Intentional Infliction of Emotional Distress, and Negligent Infliction of Emotional Distress mainly deals with general damages. Should Plaintiff prevail, Plaintiff would then make an election of remedies to avoid double-dipping. Additionally, Negligent Intentional Infliction of Emotional Distress and Intentional Infliction of Emotional Distress are pled in the alternative as inconsistent pleading. For example, Plaintiff's special damages would include injuring Plaintiff's ability to work, causing Plaintiff to get fired from his job because of Defendants' allegations, ruining Plaintiff's ability to enter back into music ministry to youth ministry again, ruining Plaintiff's ability to work for a new employer, spreading wildfire gossip to the purpose of

preventing Plaintiff from getting back into music ministry or youth ministry, and etc. The phrase “inappropriate relationship” snakes its way through all the parties in this action. Defendants **C. COLLIER** and **H. COLLIER** reported Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH** and accused Plaintiff of having an inappropriate relationship with Defendant **H. COLLIER**—and now the meaning of that phrase has transcended to the term “predator” by the Colliers. During Plaintiff’s termination meeting, Laurel Shaler with Defendant **CHURCH** spouts out accusing Plaintiff with the terminology inappropriate relationship and inappropriate contact regarding young girl(s) in the congregation, including Defendant **H. COLLIER**. Defendant Warren Peden with Defendant **CHURCH** blatantly made an outburst in the church choir that Plaintiff was let go from Defendant **CHURCH** for having an inappropriate relationship with one of the teenagers—the day after Plaintiff was fired. After Plaintiff was fired, Dr. Barry Jimmerson with Defendant **CHURCH** disclosed the nature of Plaintiff’s termination for having been investigated and accused of an inappropriate relationship with Defendant **H. COLLIER** to other parishioners who were not involved in the termination process.¹² Defendant **SMITH** was discovered gossiping with members of the community parroting Defendants **C. COLLIER** and **H. COLLIER** after receiving a cease and desist notice from Plaintiff. All of these opposing parties have a common denominator of the same phrase to have reasonable information and belief that conspiracy among the Defendant(s) was likely occurring. A genuine dispute as to a material fact exists warranting reversal. Rules 12(c), 56, 59, 60(b), S.C.R.C.P.

B. DEFENDANT CHARLOTTE COLLIER’S 12(c) MOTION FOR SUMMARY JUDGMENT ON THE PLEADINGS AND MOTION FOR SUMMARY JUDGMENT UNDER RULES 56(c) AND 56(e) SHOULD BE REVERSED AND CONSTRUED UNDER RULE 60(b)

In this case, Defendants **C. COLLIER** raised a motion for summary judgment on the pleadings under Rule 12(c) to dismiss Plaintiff’s cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, and any other cause(s) of action. Def. **C. COLLIER**’s Mem. Mot. Dismiss. Counsel for **C. COLLIER** failed to provide any materials, extrinsic evidence, admissible evidence, affidavits, or any of the above for the Court’s consideration ten (10) days prior to the hearing on August 18, 2020, for Plaintiff to review and dispute, submit materials in return, and offer other materials to support Plaintiff’s position. Def. **C. COLLIER**’s Mem. Mot. Dismiss. Defendant **C. COLLIER** never provided any affidavit or any other additional materials for the Court’s consideration sole reliance on the pleadings in Plaintiff’s complaint and Defendant **C. COLLIER**’s Answer and Amended Answer. Def. **C. COLLIER**’s Mem. Mot. Dismiss. Said motion under Rule 12(c) must also follow the procedure outlined in Rules 56(c) and 56(e). Therefore, Defendant **C. COLLIER** cannot rely upon the pleadings alone when converting a 12(c) motion for summary judgment on the pleadings pursuant to Rule 56. Rules 12(c), 56(c), 56(e), 60(b), S.C.R.C.P. The normal remedy under a Rule 12(c) motion is to permit Plaintiff to amend Plaintiff’s complaint rather than face dismissal as a drastic remedy. Therefore, the Court’s ruling under Rule 12(c) must be reversed. Defendant **C.**

¹² This information had just been discovered before 72 hours of the hearing by witness Caroline Jenkins. The witness’s affidavit had not been finalized yet due to the witness’s scheduling availability, upon which additional information was then provided in that affidavit as well as submitted on August 28, 2020. This factual allegation is material as to cause(s) of action arising after Plaintiff’s termination from Defendant **CHURCH**, of which is not barred for Plaintiff to pursue further legal action. Rule 60(b)(2), S.C.R.C.P.

COLLIER never raised grounds to dismiss Plaintiff's case under Rule 12(b)(6). This analysis encompasses previous legal bases and analysis on the cause(s) of action for defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, and civil conspiracy as previously discussed for Defendants **H. COLLIER** and **SMITH**.

Plaintiff hereby requests the Court to amend its order and grant Plaintiff relief by denying Defendant **C. COLLIER**'s 12(c) Motion for Summary Judgment, denying Defendant **C. COLLIER**'s 56 motion for summary judgment, granting Plaintiff leave to amend Plaintiff's Complaint, or any of the above. Rules 12(c), 15(a), 56(c), 56(e), 60(b), S.C.R.C.P.

1. PLAINTIFF'S CAUSE(S) OF ACTION SHOULD SURVIVE DEFENDANT CHARLOTTE COLLIER'S 12(c) MOTION TO DISMISS BECAUSE THE PLEADINGS REPRESENT A GENUINE ISSUE OF MATERIAL FACT RELATED TO THE STATEMENT OF "INAPPROPRIATE RELATIONSHIP" AND "PREDATOR"

Plaintiff placed Defendant **C. COLLIER** on notice as to Defendant **C. COLLIER**'s defamatory conduct in Plaintiff's complaint. Pl. Compl. ¶ 59-62. On or around March 12, 2018, Defendant **C. COLLIER** omits making defamatory statements to Plaintiff while publishing the same statements to a third-party Craig T. Collier: "Your words to her at lunch yesterday were completely out of line. And we cannot allow Hannah to be treated that way a moment longer. Especially since it is not an isolated incident. I am aware of issues that occurred at Ty's birthday party, a lengthy discussion last week, something that happened at paper ball tag, and several others that you never wanted Hannah to discuss with me" James Tegeler Aff., Ex. G. These same accusations echoed the accusations Defendant **SMITH** made to Sue Lutz after Plaintiff was fired from Defendant **CHURCH** and Defendant **SMITH** had received a cease and desist notice. Sue Lutz Aff. Defendant **C. COLLIER** omits that she did receive an email from Plaintiff, and Plaintiff responded refuting Defendant **C. COLLIER**'s allegations of Plaintiff's conduct toward Defendant **H. COLLIER** based on the examples referenced to in Defendant **C. COLLIER**'s email on March 12, 2018; Plaintiff expressly denied having an inappropriate relationship with Defendant **H. COLLIER** based on Defendant **C. COLLIER**'s accusations in her email.¹³ James Tegeler Aff., Ex. G.

¹³ Defendant **H. COLLIER** omits that she corresponded with Plaintiff about the paper ball tag game and never said anything negative after-the-fact about Plaintiff in the fall of 2017. James Tegeler Aff., Ex. B. Additionally, Defendant **H. COLLIER** omits that Defendant **H. COLLIER** admitted to Plaintiff that both Defendants **C. COLLIER** and **H. COLLIER** expressly denied that Plaintiff's mentorship of Defendant **H. COLLIER** was not odd to Defendant **SMITH**. James Tegeler, Ex. D. Furthermore, Defendant **H. COLLIER** admitted to Plaintiff: "You're like my dad. I think our relationship is fine" James Tegeler Aff., Ex. D. Defendant **H. COLLIER** shared a snapshot of: (1) her bank accounts to poor-mouth to Plaintiff about not having money for Christmas presents; and, (2) her father Craig T. Collier approved of Plaintiff providing Defendant **H. COLLIER** with Christmas shopping money by way of a traceable check. James Tegeler Aff. Defendant **H. COLLIER** corresponded with Plaintiff several days after Defendant **C. COLLIER**'s birthday party for her son Ty Collier whereby Defendant **H. COLLIER** apologized to Plaintiff for her behavior and denied that Plaintiff caused any issues for her in the spring of 2018. James Tegeler Aff., Ex. D. Plaintiff hosting a birthday party for his son will be discussed separately.

Again, Defendant **H. COLLIER** solicited Plaintiff for redirection: "I'd rather know so I can fix myself so I don't cause any more problems for you. I just need to figure out myself. I clearly have some issues to work out. And I'm sorry that they've affected you." James Tegeler Aff., Ex. D. Defendant **C. COLLIER** alleged that Plaintiff was neither a parent or mentor nor should Plaintiff be redirecting Defendant **H. COLLIER**'s behavior as inappropriate or unacceptable. Def. **C. COLLIER** Ans. ¶ 17. Upon occasion during choir practice, Defendant **H. COLLIER** would unnecessarily interrupt practice that required Plaintiff to redirect her because Plaintiff was, in fact, in charge of the choir practice within the scope of employment with Defendant **CHURCH**. Caroline Jenkins Aff. Upon request of Dr. Barry Jimmerson, Plaintiff redirected Defendant **H. COLLIER**'s dress attire while singing for Defendant **CHURCH**. James Tegeler Aff. Contrary to Defendant **C. COLLIER**'s allegations, Defendant **H. COLLIER**'s behavior did require redirection when singing for Defendant **CHURCH**. However, Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** do not raise these examples of redirection when reporting Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH**.

After Defendant **C. COLLIER** emailed Plaintiff on or around March 12, 2018, Plaintiff responded directly to Defendant **C. COLLIER** regarding her accusations against Plaintiff:

"I would like to clarify a few things. Because I didn't do anything to her during our paper ball tag game, or at Ty's birthday. At Ty's birthday I simply wanted to know why she was avoiding me and she wouldn't tell me and was very rude for no reason. Turned out she thought I was upset about something . . . You have a lot of misinformation, and even though I don't really care anymore, just know that I take great offense to some of your accusations because they are simply not true . . . I do not appreciate the accusations, and I will be more than happy to sit down with you and anyone else and go over exactly what occurred every single time. But to accuse me of wanting to hide things from you? Are you kidding me?? I'll show you every single message I have between us . . . I also take great offense to you saying that I used phone calls to yell at her and upset her. That is not all the case whatsoever. But all that gets lost in the fact that she has been very difficult to get along with, especially lately . . . But if you want to lay the blame for her issues on me and my insecurities, which I consider very rude from you, that's your prerogative. But I find it very offensive and I do not appreciate it . . . Just know that I take offense to what you said in your letter because the majority of it is simply not true. I'll be glad to talk to you anytime, anyplace, and with anyone else listening . . ." James Tegeler Aff., Ex. G.

Defendant **C. COLLIER** makes no references or accusations of Plaintiff's conduct toward Defendant **H. COLLIER** occurring within Plaintiff's scope of employment with Defendant **CHURCH**. In fact, Defendant **C. COLLIER**'s accusations toward Plaintiff occurred outside the scope of his employment with Defendant **CHURCH**.

On or around March 12, 2018, Defendant **C. COLLIER** reported Plaintiff to Dr. Barry Jimmerson with Defendant **CHURCH** alleging Plaintiff having an inappropriate relationship with her daughter Defendant **H. COLLIER**. Defendant **C. COLLIER** alleged that: "[I]t was her opinion that the relationship between Plaintiff, a man in his 50's and her 18-year-old daughter was inappropriate¹⁴ and expressed concern regarding the same with the preacher at her church who employed the Plaintiff, that employment being the source of the Plaintiff's relationship with her daughter. This conversation occurred when she met with the church to explain that she and her daughter were going to take a break from their church for a while. This was after the Defendant [**C. COLLIER**] and her daughter had repeatedly requested the Plaintiff not contact them and the Defendant [**C. COLLIER**] continued to do so. This Defendant [**C. COLLIER**] was asked if that break was a result of Plaintiff's actions toward her daughter and she responded that it was." Def. **C. COLLIER**'s Ans. ¶ 26. Defendant **C. COLLIER** alleged: "[T]his Defendant would note that her daughter had no romantic interest in the Plaintiff and that her daughter had never had any sexual or intimate relations with the Plaintiff. Upon information and belief

¹⁴ Defendants **C. COLLIER** and **H. COLLIER** have not provided any legal analysis as to their accusation of Plaintiff having an inappropriate relationship with Defendant **H. COLLIER** as one of public concern related to the mission and purpose of Defendant **CHURCH** as an employer for Plaintiff. These Defendants complained of Plaintiff's interactions with Defendant **H. COLLIER** that were unrelated to the scope of Plaintiff's employment with Defendant **CHURCH**. Defendant **C. COLLIER** and **H. COLLIER**'s conversation with Dr. Barry Jimmerson for Defendant **CHURCH** was entirely a matter of private concern, of which stating an opinion is legally irrelevant when the matter is not a public concern. Defendants **C. COLLIER** and **H. COLLIER** admitted that their conversation with Dr. Barry Jimmerson for Defendant **CHURCH** was for their own self-interest speaking to Plaintiff's employer in the privacy of Defendant **C. COLLIER**'s own home to end social connections with Plaintiff outside the scope of Plaintiff's employment with Defendant **CHURCH**. Def. Am. Answer, ¶ 26; Def. **C. COLLIER** Mem. Mot. Dismiss. Here, Plaintiff did not commit a crime nor is being prosecuted for a crime. Promoting a stigma of Plaintiff being a sexual predator when no crime has been committed between two legal adults in a consensual relationship is still actionable for defamation. Defendant **C. COLLIER** and **H. COLLIER**'s allegation "inappropriate relationship" is not protected speech as an "opinion" and the use of "opinion" should be stricken per Rule 12(f).

the Defendant **H. COLLIER** believed the attention being paid to her by the Plaintiff and the things he said to her and the way he treated her was inappropriate. The Defendant cannot speak as to what the Plaintiff thought.” Def. **C. COLLIER** Ans. ¶ 28. Defendant **H. COLLIER** alleges telling Dr. Barry Jimmerson, as Plaintiff’s employer at Defendant **CHURCH**, that Plaintiff’s “inappropriate conduct” was the reason she would be taking a break from attending Defendant **CHURCH**. Def. **H. COLLIER** Answer ¶ 24.

On August 18, 2020, the defamatory statement toward Plaintiff naming him as a predator by counsel for Defendant **C. COLLIER** is misconduct thereby losing the qualified privilege for making a statement in a court of law and further operated as an admission on behalf of Defendant **C. COLLIER** committing slander per se that is actionable as a crime of moral turpitude and unfitness for one’s profession or business. The characterization of Plaintiff as a predator by opposing counsel for Defendant **C. COLLIER** takes the phrase “inappropriate relationship” to a whole new meaning that has without a doubt the effect on the listener including, but not limited to, the following: (1) an offensive statement about Plaintiff; (2) the listener believes that Plaintiff may be guilty, or suspects that Plaintiff is guilty; (3) Plaintiff committed a crime; (4) Plaintiff committed a crime of moral turpitude; and, (5) Plaintiff is unfit for his profession or business (especially in church ministry).¹⁵ The word “predator” does not escape the correlation to the connotation of a sexual predator and criminal statutes penalizing an older man engaging in sexual activity or assault of an underage minor. Plaintiff was never prosecuted for any sexual crimes in this case. Plaintiff never committed any sexual crimes in this case. Promoting a stigma does not a crime make to debase an innocent man of such implications. Clearly, a genuine issue of material facts exist as to: (1) the use of the phrase “inappropriate contact” and “predator” with respect to being slander per se that is actionable at law; (2) the effect on the listener from the use of “inappropriate relationship” and “predator” as slander per se that is actionable at law; (3) whether Defendant(s) had a qualified privilege or lost it; and, (4) that Plaintiff claims the accusations of “inappropriate relationship” and “predator” are false, which is a matter for a finder of fact to decide.

¹⁵ Counsel for an adverse party is an agent for the named principal who is the adverse party; the adverse party “speaks from the viewpoint of the agent making the verification in its behalf.” *Blackwell v. First Nat’l Bank*, 185 S.C. 427, 435, 194 S.E. 339, 343 (1937). Therefore, counsel for Defendant **C. COLLIER**, on the behalf of Defendant **C. COLLIER**, literally named Plaintiff a “predator” with respect to accusing Plaintiff of having an inappropriate relationship with Defendant **H. COLLIER**. This characterization of Plaintiff likely exceeds the scope of having a qualified privilege in the courtroom transforming the statement as unnecessary defamation. The publication of defamatory matter is subject to a qualified privilege provided that “(1) the matter is published upon an occasion that makes it conditionally privileged[;] and[,] (2) the privilege is not abused.” *Swinton Creek Nursery v. Edisto Farm Credit*, 334 S.C. 469, 484, 514 S.E.2d 126, 134 (1999). The occasion, the relationship of the parties, and the commonality of interest in the subject matter of the communication between the speaker and the listener set the parameters for rendering the publication conditionally privileged. *Id.* However, said publication by the speaker must be made honestly, in good faith to protect the commonality of interests, or confidentiality, and is limited in scope by going no further than the speaker’s interests or duties require. Factors to determine whether the qualified privilege was exceeded or abused include: (1) whether the speaker acting with malice; (2) whether the speaker published the statement in good faith; (3) whether the speaker limited the scope of the statement; and, (4) whether the speaker published the statement to the proper parties. *Id.* at 485. A principal may be held vicariously liable for an agent’s defamatory statements whether the agent acted within the scope of the agent’s employment or apparent authority. *Murray v. Holnam, Inc.*, 344 S.C. 129, 139-41, 542 S.E.2d 743, 748-49 (Ct. App. 2001) (“Communications between officers and employees of a corporation are qualifiedly privileged if made in good faith and in the usual course of business.”); *Moshtaghi v. Citadel*, 314 S.C. 316, 324, 443 S.E.2d 915, 920 (Ct. App. 1994) (discussing that the qualified privilege for the employer-employee relationship may be lost when manner of its exercise results in unnecessary defamation). However, a qualified privilege is merely an affirmative defense upon which the defendant bears the burden of proof to establish that a qualified privilege exists. *McBride v. Sch. Dist. of Greenville Cty.*, 389 S.C. 546, 560-62, 698 S.E.2d 845, 852-54 (Ct. App. 2010); *Herring*, 222 S.C. at 233-35; *Bell v. Bank of Abbeville*, 208 S.C. 490, 494, 38 S.E.2d 641, 643 (1946).

This context of “inappropriate relationship” with Plaintiff being characterized as a “predator” as claimed by Defendant **C. COLLIER** presents new evidentiary matter as to the defamatory nature of “inappropriate relationship” that is clearly slander per se that is actionable at law. Rule 60(b)(2). Here, Defendant **C. COLLIER** readily places a stigma on a pedestal by focusing on the age-gap between Plaintiff and Defendant **H. COLLIER** and portraying Plaintiff as a sexual predator to Plaintiff’s employer with respect to Plaintiff’s fitness for his profession at Defendant **CHURCH**—when no crime has occurred between two legal adults. Defendant **C. COLLIER**’s very allegation is in and of itself a blatant admission to committing slander per se that is actionable at law for accusing Plaintiff of a crime of moral turpitude, calling Plaintiff’s fitness in his profession into question for a lack of propriety, or any of the above when portraying Plaintiff in the light of a sexual predator. In a blatant contradiction from provoking the stigma of a sexual predator when calling Plaintiff a predator for his mentorship of Defendant **H. COLLIER**, Defendant **C. COLLIER** turns a blind eye to her daughter Defendant **H. COLLIER**, who is a legal adult, soliciting Plaintiff as a mentor because **H. COLLIER** claimed that her father was not part of her life. Aff. Jenkins, Caroline; Aff. Tegeler, James.

While legally unnecessary, Plaintiff presents affidavits that show Defendant **C. COLLIER** approved of Plaintiff’s mentorship of her daughter Defendant **H. COLLIER** and witnessed expressive and affectionate behavior of Defendant **H. COLLIER** to Plaintiff outside of Plaintiff’s scope of employment with Defendant **CHURCH** and without objections. James Tegeler Aff., Ex E; Josie Allen Aff.; Sue Lutz Aff. Defendant **C. COLLIER** omits the fact of her daughter Defendant **H. COLLIER** being clingy toward Plaintiff during a day trip to Biltmore in January of 2018, and Defendant **C. COLLIER** made no objections. Josie Allen Aff. Defendant **C. COLLIER** intentionally omits consenting to Plaintiff mentoring her daughter Defendant **H. COLLIER** in correspondences with Plaintiff:

I also wanted to thank you for being such a good friend to Hannah . . . I am a firm believer in surrounding yourself with people that inspire and encourage. And for my kids to have kind, supportive adults in their lives besides their parents and extended family! I will not hesitate to call if she needs something 😊. . . I appreciate you fostering and encouraging the music in Hannah! She amazes me every time!! James Tegeler Aff., Ex E.

Defendant **C. COLLIER** intentionally omits being part of the gifts exchange and soliciting gifts from Plaintiff during Christmas of 2017. James Tegeler Aff., Ex E; Josie Allen Aff. Defendant **C. COLLIER** denies attempting to date Plaintiff from January to February of 2018. Def. **C. COLLIER** Ans. ¶ 20. Moreover, Defendant **C. COLLIER** intentionally omits her attempts to date Plaintiff in a romantic, sexual, or intimate manner from January through February of 2018. James Tegeler Aff. Plaintiff’s close family friends observed Defendant **C. COLLIER** being infatuated with Plaintiff. Josie Allen Aff. Plaintiff presents affidavits that parishioners at Defendant **CHURCH** clearly witnessed and observed Defendant **C. COLLIER**’s behavior and dress attire around Plaintiff; these parishioners perceived Defendant **C. COLLIER** pursuing Plaintiff in a romantic, sexual, or intimate manner. Ann Danciu Aff.; Sue Lutz Aff.; Roy Sabean Aff.; Caroline Jenkins Aff.

Defendant **C. COLLIER** cannot condemn Plaintiff without condemning her own behavior or her daughter Defendant **H. COLLIER**. Defendant **C. COLLIER**’s attempt to litigate whether the statement

“inappropriate relationship” or “predator” is true or false is a matter for the jury and arguably false statements. Rule 60(b)(2)-(3), S.C.R.C.P. Defendant **C. COLLIER**’s accusation of Plaintiff having an inappropriate relationship with her daughter Defendant **H. COLLIER** is directly traceable to Plaintiff’s termination from Laurel Shaler with Defendant **CHURCH** and later slander by Defendant **SMITH** to members of the community.

2. DEFENDANTS CHARLOTTE COLLIER AND HANNAH ELIZABETH COLLIER FEIGN A PRIVILEGE FOR DEFAMATORY STATEMENTS AGAINST PLAINTIFF WHEN BOTH DISCLAIM PASTOR FROM DEFENDANT NORTHGATE BAPTIST CHURCH

Further discovery and legal analysis involving Defendant **CHURCH** is whether Plaintiff’s complained of conduct by Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** occurred within the scope of employment or outside the scope of employment. The answer is Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** made no complaints concerning Plaintiff’s conduct within the scope of Plaintiff’s employment with Defendant **CHURCH**. The critical point here is that, while Plaintiff was working for Defendant **CHURCH**, he was always professional toward Defendants **C. COLLIER** and **H. COLLIER** within the scope of his employment with Defendant **CHURCH**. Caroline Jenkins Aff. Defendant **C. COLLIER** admitted that Defendant **H. ELIZABETH COLLIER** began singing at Defendant **CHURCH** on or around August 13, 2017. Def. **C. COLLIER** Ans. ¶ 11. Plaintiff did not give any special treatment to Defendants **C. COLLIER** or **H. COLLIER** when working at Defendant **CHURCH**—Plaintiff treated everyone the same when working for Defendant **CHURCH** in a professional manner. Caroline Jenkins Aff. By contrast, Defendants accusing Plaintiff of having an inappropriate relationship with Defendant **H. COLLIER** was unrelated to Plaintiff’s scope of employment with Defendant **CHURCH**. Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** all admitted to being socially acquainted with Plaintiff outside of his employment with Defendant **CHURCH** from September of 2017 through March of 2018. James Tegeler Aff.; Def. **H. COLLIER** and **SMITH** Ans. ¶ 14; Def. **C. COLLIER** Ans. ¶ 13; Caroline Jenkins Aff. Meaning, Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** did not refute maintaining their association with Plaintiff from September of 2017 through March of 2018. Until March 12, 2018, when Defendant **C. COLLIER** emailed Plaintiff, Defendants **C. COLLIER** and **H. COLLIER** consented to maintaining their association with Plaintiff socially outside of Plaintiff’s scope of employment with Defendant **CHURCH** without terminating said association. James Tegeler Aff.

By contrast, Defendant **H. COLLIER** omitted that she did not attend regularly to choir practices since singing at Defendant **CHURCH** around August or September of 2017. Caroline Jenkins Aff.; Ann Danciu Aff. Defendant **H. COLLIER** sometimes would leave during the middle of choir practice for no reason. Caroline Jenkins Aff. Typically, if Defendant **H. COLLIER** was at choir practice, then Defendant **C. COLLIER** was there watching (and sometimes singing on a few occasions). Caroline Jenkins Aff.; Ann Danciu Aff. When Defendant **H. COLLIER** did sing during service at Defendant **CHURCH**, Defendants **C. COLLIER** and **H. COLLIER** would leave after Defendant **H. COLLIER** sang without listening to the sermons or staying for the rest of the service. James Tegeler Aff., Ex. D; Ann Danciu Aff. Defendants **C. COLLIER** and **H. COLLIER** both omitted that they stopped going to choir practices or any part of services at Defendant **CHURCH** since January of 2018—because, Defendant **C. COLLIER** typically came only when Defendant **H. COLLIER** went to choir practices.

Caroline Jenkins Aff. More importantly, Defendants **C. COLLIER** and **H. COLLIER** omit that they did not like or “connect with” Dr. Barry Jimmerson as a pastor for services at Defendant **CHURCH**. James Tegeler, Ex D. Even Defendant **H. COLLIER** admitted that she did not “connect” with Dr. Barry Jimmerson on a personal level. James Tegeler Aff., Ex D. By March of 2018, Defendants **C. COLLIER** and **H. COLLIER** had not been coming to Defendant **CHURCH** anyway unrelated to Plaintiff. Other than Defendant **H. COLLIER** singing for Defendant **CHURCH** on occasion, Defendants **C. COLLIER** and **H. COLLIER** were not very invested in Defendant **CHURCH** as a place of worship much less as Dr. Jimmerson as their pastor.

Therefore, Defendants **C. COLLIER**, **H. COLLIER**, and **SMITH** had no privilege to approach Dr. Barry Jimmerson as Plaintiff’s supervisor for matters outside the scope of Plaintiff’s employment with Defendant **CHURCH**. To claim otherwise is misleading to the Court warranting relief of judgment under Rule 60(b).

C. DEFENDANT NORTHGATE BAPTIST CHURCH’S 12(b)(6) MOTION TO DISMISS AND RULE 56(c) MOTION FOR SUMMARY JUDGMENT SHOULD BE REVERSED

Defendant **CHURCH** moved to dismiss Plaintiff’s claims with prejudice under a Rule 12(b)(6) Motion to Dismiss under the South Carolina Rules of Civil Procedure based on a severance agreement concerning the parties on the day of Defendant **CHURCH** terminating Plaintiff from employment with Defendant **CHURCH** on April 10, 2018 (“Agreement”). For the purposes of a 12(b)(6) motion converted to a motion for summary judgment, Plaintiff’s allegations in Plaintiff’s Summons and Complaint surrounding the formation of the Agreement on the day of Plaintiff’s termination from Defendant **CHURCH** are asserted with a factual basis surrounding Plaintiff’s lack of consent during the termination meeting on April 10, 2018, with respect to Rule 56(c). Pl. Compl., ¶ 86-112. Plaintiff’s Summons and Complaint references to other documents outside of the pleadings that contained two exhibits concerning Defendant **CHURCH**: (1) Articles of Incorporation of Northgate Baptist Church as Exhibit A; and, (2) Together Everyone Achieves More Ministry Handbook for Northgate Baptist Church as Exhibit B. Plaintiff’s allegations in Plaintiff’s Summons and Complaint referenced said exhibits with respect to the totality of the circumstances surrounding the formation of the Agreement concerning the particular cause(s) of action for false imprisonment; fraud in the inducement; negligent hiring, supervision, and retention of employees; and, wrongful termination. Plaintiff’s allegations referenced defamation by Warren Peden after Plaintiff’s termination with respect to defamation by Defendant **CHURCH**. Pl. Compl., ¶ 113; *see also Brown v. Leverette*, 291 S.C. at 366-67. Defendant **CHURCH**’s procedurally defective exhibit for purposes of summary judgment will be discussed below.

Plaintiff hereby requests the Court to amend its order and grant Plaintiff relief by denying Defendant **CHURCH**’s 12(b)(6) Motion to Dismiss Plaintiff’s cause(s) of action, denying Defendant **CHURCH**’s 56 motion for summary judgment, granting Plaintiff leave to amend Plaintiff’s Complaint, or any of the above. Rules 12(b)(6), 12(c), 15(a), 56(c), 56(e), 60(b), S.C.R.C.P.

1. DEFENDANT NORTHGATE BAPTIST CHURCH’S INTRODUCTION OF MATERIALS WERE FATALLY DEFECTIVE UNDER RULE 56(C) AS UNTIMELY INTRODUCED

In this case, Defendant **CHURCH** raised a 12(b)(6) motion to dismiss. Additionally, Defendant **CHURCH** also sought transforming 12(b)(6) motion to dismiss into a motion for summary judgment under Rule 56(c). Defendant **CHURCH** remitted an alleged copy of a separation agreement between Defendant **CHURCH**

and Plaintiff before the Court on March 25, 2020, of which certain portions were redacted. Def. **NORTHGATE BAPTIST CHURCH** Mot. Dismiss, Ex. A ¶ 1(A)-(B). Defendant **CHURCH** only remitted an unredacted, alleged copy of a separation agreement between Defendant **CHURCH** and Plaintiff before the Court on August 13, 2020, prior to the hearing on August 17, 2020. Def. **NORTHGATE BAPTIST CHURCH** Mem. Mot. Dismiss, Ex. A ¶ 1(A)-(b). For Defendant **CHURCH**, Rule 56(e) does not apply as Defendant **CHURCH** did not submit any affidavits before the Court. Therefore, only Rule 56(c) applies to Defendant **CHURCH** with respect to presenting additional materials, evidence, and affidavits for Plaintiff to review prior to the hearing on August 18, 2020. Defendant **CHURCH**'s Motion to Dismiss does not automatically transform a 12(b)(6) motion to a motion for summary judgment under Rule 56(c), Rule 56(e), or any of the above: "[T]he Court may treat a motion under SCRCP 12(b)(6) as a motion for summary judgment and consider matters presented outside of the pleadings, if the parties are afforded a reasonable opportunity to respond to such matters in accordance with Rule 56(c) and (e) of the Rules of Civil Procedure." Def. Mot. Dismiss, n. 1 (emphasis added). Furthermore, Exhibit A for Defendant **CHURCH**'s Motion to Dismiss filed before the Court on March 25, 2020, displays a redaction under Section 1 of the Separation Agreement and Release of Claims with respect to consideration. Defendant **CHURCH**'s Memorandum to Support its Motion to Dismiss filed on August 13, 2020, only then included a full, non-redacted document of the Separation Agreement and Release of Claims for purposes of any legal argument by Defendant **CHURCH** on the element of consideration. Therefore, the entire document is not available for legal analysis concerning outside materials when transforming a Rule 12(b)(6) motion to one as a motion for summary judgment under Rule 56(c) prior to ten (10) days before the hearing on August 18, 2020. See Exhibit A, at ¶ 1(A) wherein the proposed consideration is allegedly doubled from \$2,600.00 to \$5,200.00. Exhibit A for Northgate's Memorandum in Support of its Motion to Dismiss filed before the Court on August 13, 2020, removed the previous redaction under Section 1 of the Separation Agreement and Release of Claims with respect to consideration and alleged negotiations for the severance pay compared to Exhibit A filed before the Court on March 25, 2020. The unredacted version of the Separation Agreement and Release of Claims was never provided to Plaintiff prior to ten (10) days before the hearing. Rule 56(c), S.C.R.C.P.

Therefore, Exhibit A of the Separation Agreement and Release of Claims was not presented in a timely manner warranting the Court's reversal. Rules 12(b)(6), 56(c), 60(b), S.C.R.C.P. The entire document was not available for legal analysis or response by the non-moving party concerning outside materials when transforming a Rule 12(b)(6) motion to one as a motion for summary judgment under Rule 56(c) prior to ten (10) days before the hearing on August 18, 2020. Furthermore, all references concerning allegations of Plaintiff entering into negotiations with Plaintiff should be stricken from the record under Rule 12(f), S.C.R.C.P.

2. DEFENDANT NORTHGATE BAPTIST CHURCH'S MOTION TO DISMISS SHOULD BE REVERSED BECAUSE A GENUINE ISSUE OF MATERIAL FACT EXISTS CONCERNING THE FORMATION OF THE ALLEGED THE SEPARATION AGREEMENT AND RELEASE OF CLAIMS

As with any contract, "a release given without consideration is void[; h]owever, when the consideration for a release is something of value[, the release is still subject to being voided by] fraud, coercion, [] undue influence [, lack of mental capacity, or any of the above.]" *Hyman*, 142 F. Supp. 2d at 741; *Lowery v. Callahan*,

210 S.C. 300, 304, 42 S.E.2d 457, 458 (1947) (discussing the factor of having ample opportunity to receive legal advice before signing a settlement agreement). If “a party to a compromise settlement wishes to avoid a duly executed release, and be restored to his original rights, he must restore the other party to his original position by returning *or offering to return the consideration received under the compromise.*” *Jones v. Massingale*, 251 S.C. 456, 461, 163 S.E.2d 217, 219 (1968) (emphasis added). Under South Carolina Law, duress is coercion that puts a person in such fear that he is bereft of the quality of mind essential to the making of a contract, and the contract was thereby obtained as a result of this state of mind. *In re Nightingale's Estate*, 182 S.C. 527, 545, 189 S.E. 890, 897 (1937).¹⁶ Duress is “defined as condition of mind produced by improper external pressure or influence which practically destroys party's free agency and causes him to do act or make contract not of his own volition.” *Id.* at 530. As noted in *Nightingale's Estate*, the fear which makes it impossible for a person to exercise his own free will is not so much to be tested by the means employed to accomplish the act, as by the state of mind produced by the means invoked. *Id.* Duress avoids an unenforceable contract. *Whitlock v. Creswell*, 190 S.C. 314, 335-36, 2 S.E.2d 838, 847 (1939). Whether a contract was formed under duress depends on the surrounding circumstances whereby “one party to the transaction was prevented from exercising his free will by threats or the wrongful conduct of another.” *Gainey v. Gainey*, 382 S.C. 414, 428, 675 S.E.2d 792, 799 (Ct. App. 2009). Under the totality of the circumstances, the wrongful conduct such as wrongful act(s), unlawful act(s), or threat(s) by another coerced the other party by preventing that party from exercising will in kind. *Holler v. Holler*, 364 S.C. 256, 266-67, 612 S.E.2d 469, 475-76 (Ct. App. 2005). The byproduct of the coercion invokes fear that paralyzes one's free will—not the means used to accomplish the wrongful conduct. *Id.* at 267-68. When the party in a superior position of bargaining strength dominates the weaker party, such as the employer toward the employee in an employer-employee relationship, the stronger party dictates the terms of the contract in such a pervasive manner as to displace the weaker party's will. *Id.* Freedom of will is essential to the validity of a contract because the deprivation of one's free will and oppression of one's person by threats regarding the safety or liberty of one's person, loved ones, or property negates the meeting of the minds required for a valid contract. *Id.*; *Whitlock*, 190 S.C. at 335-36.¹⁷

Under a totality of the circumstances test when a plaintiff executes a release, the court may evaluate whether plaintiff's waiver was knowing and voluntary based on several factors such as: “(1) the clarity and specificity of the [r]elease language; (2) the [p]laintiff's education and business experience; (3) the amount of time the [p]laintiff had for deliberation about the [r]elease before signing the [r]elease; (4) whether the [p]laintiff knew or should have known [the plaintiff's] rights upon execution of the [r]elease; (5) whether [p]laintiff was

¹⁶ To prove that the other party procured the contract through duress, one has to prove: “(1) coercion; (2) putting a person in such fear that he is bereft of the quality of mind essential to the making of a contract; and (3) that the contract was thereby obtained as a result of this state of mind.” *Holler v. Holler*, 364 S.C. 256, 267, 612 S.E.2d 469, 475 (Ct. App. 2005).

¹⁷ A meeting of the minds is required to form a contract that objectively manifests an intent by the parties to enter into a contract. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 894 (1989). Mutual assent “is not based on secret purpose or intention on the part of one of the parties, stored away in [only one party's] mind[,] and not brought to the attention of the other party . . .” *Id.* Duress often occurs concomitantly with other tort(s) such as unlawful imprisonment or means that amount to or induce coercion over the will of another negating free will. *Whitlock*, 190 S.C. at 333. As a result, one is coerced to uneven bargaining with a disproportionate exchange of values. *Holler*, 364 S.C. at 266-67.

encouraged to seek, or in fact received, benefit of counsel; (6) whether there was opportunity for negotiation of the terms of the [r]elease; and[,] (7) whether the consideration given in exchange for the waiver and accepted by the [p]laintiff exceeds the benefits to which the [p]laintiff was already entitled by law or contract. *Scoggins v. Honeywell Int'l, Inc.*, Civil Action No. 2:11-3028-PMD-BM, 2012 U.S. Dist. LEXIS 174302, at *5-6 (D.S.C. Dec. 10, 2012). Duress also focuses on certain subjective individual characteristics of the influenced party such as: age; sex, capacity of the influenced party; education and business experience of influenced party; level of negotiations of the terms during the contract; clarity of the agreement; amount of time influenced party had for deliberations before signing the contract; whether the influenced party read the contract and considered its terms before signing the contract; whether the influenced party was represented by counsel, or had a reasonable opportunity to seek and consult with legal counsel; whether the contract exceeded the benefits for the influenced party in an uneven bargaining position; and, whether the influenced party was induced by improper conduct of the other party to enter into the contract. See *Holler*, 364 S.C. at 266-67; *Gainey*, 382 S.C. at 428-29.

Defendant **CHURCH** argues that Plaintiff entered into the Agreement that was a voluntary and bargained-for exchange whereby Plaintiff received a severance pay in exchange for releasing Defendant **CHURCH** and all of its employees and agents from any liability arising out of Plaintiff's employment. By contrast, Plaintiff reached out to Defendant **CHURCH** prior to filing this action multiple times challenging the validity of the Agreement and to come to an understanding before and during the beginning of commencing this action. For example, Defendant **CHURCH** was placed on notice of Plaintiff's offer to return back to the status quo when expressing a desire to reinstate Plaintiff's employment operating as an offer to reconcile funds received upon termination of Plaintiff's employment when reinstated. Ex. A; see also Rule 60(b). Clearly, if Plaintiff were reinstated by Defendant **CHURCH**, said funds from the termination agreement would have been reconciled with payroll accordingly to place the parties at status quo. **Defendant CHURCH was fully aware of these correspondences when claiming Plaintiff never made an offer to return the consideration and return the parties' status back to status quo prior to the Agreement.** Therefore, the analysis concerning coercion and lack of consideration still presents a genuine issue of material fact. The very manner in which Defendant **CHURCH** overpowered Plaintiff's will at the time of Plaintiff signing the Agreement, in addition to non-enforceable provision(s) contrary to public policy, negates the operation of the exculpatory contract. While false imprisonment, fraud in the inducement, and negligent misrepresentation occurred during the time of forming the contract, these cause(s) of action dovetail into the analysis for duress, lack of assent, and mental incapacity and accrued after the Agreement with ongoing injury and damages.

Duress avoids an unenforceable contract. Plaintiff's allegations in paragraphs 59 to 112 of Plaintiff's Complaint raises factual issues concerning the formation of the Separation Agreement and Release of Claims ("Agreement") between Plaintiff and Defendant **CHURCH** on or around April 10, 2018. Plaintiff attached Defendant **CHURCH**'s policies and procedures to Plaintiff's Summons and Complaint in support of Plaintiff's claims of duress and other cause(s) of action. Plaintiff has previously made the argument that these cause(s)

of action did not accrue until the moment of signing the Agreement when Plaintiff was not in his right mind. Genuine disputes as to facts material to Plaintiff's cause(s) of action exist with respect to the construction of the release, the accrual of cause(s) of action occurring at the very moment of the termination meeting, Plaintiff's free will to contract overpowered when coerced to sign the termination agreement without any opportunity to seek legal counsel, and the ability to bring new cause(s) of action that arise after the termination meeting. Plaintiff raised issues with Plaintiff's free will to enter into a contract being compromised because of the overwhelming coercion exercised by Dr. Barry Jimmerson, Laurel Shaler, and Warren Peden at the time of the termination meeting. Dr. Barry Jimmerson used the threat of placing Plaintiff before the congregation of Defendant **CHURCH** for the congregation to vote upon retaining Plaintiff due to accusations of having inappropriate contact with young girls as a means to coerce Plaintiff into entering said Agreement. Unbeknownst to Plaintiff, said threat is falsely based according to the policies and procedures of Defendant **CHURCH**, of which Defendant **CHURCH** was in a superior position to know at the time of terminating Plaintiff. Defendant **CHURCH** is aware of threatening Plaintiff during Plaintiff's termination. Rule 60(b).

3. DEFENDANT NORTHGATE BAPTIST CHURCH'S MOTION TO DISMISS SHOULD BE REVERSED BECAUSE A GENUINE ISSUE OF MATERIAL FACT EXISTS CONCERNING THE VALIDITY OF THE ALLEGED THE SEPARATION AGREEMENT AND RELEASE OF CLAIMS AS AMBIGUOUS AND UNENFORCEABLE

A release is a contract, which is governed by general contract law. *Wade v. Berkeley Cty.*, 339 S.C. 495, 501, 529 S.E.2d 734, 737 (Ct. App. 1999). Whether the construction of the contract between the parties is ambiguous as matter of contractual interpretation is a question of law. *McGill v. Moore*, 381 S.C. 179, 185, 672 S.E.2d 571, 574 (2009). Ultimately the Court must "ascertain and give legal effect to the parties' intentions as determined by the contract language." *Id.* The Court will give plain, unambiguous language the ordinary meaning intended when reading the contract as a whole document. *Id.* An unambiguous, clear, and explicit contract is "construed according to the terms the parties have used, to be taken and understood in their plain, ordinary and popular sense." *C.A.N. Enters., Inc. v. S.C. Health & Human Servs. Fin. Com.*, 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988) (prohibiting extrinsic evidence as inadmissible when plain language governs). A contract is ambiguous when it is construed with more than one meaning, the meaning is unclear, the meaning is obscure through indefiniteness of expression, or having a double meaning. *Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC*, 374 S.C. 483, 499-500, 649 S.E.2d 494, 498-500 (Ct. App. 2007). If the context of particular words and expressions used in releases indicates a different meaning, then said particular words and expressions may be construed as ambiguous. *Gardner v. Columbia Police Dep't*, 216 S.C. 219, 223, 57 S.E.2d 308, 309 (1950). When a contract is ambiguous, the Court will allow extrinsic, parol evidence "to ascertain the true meaning and intent of the parties." *Penton v. J.F. Cleckley & Co.*, 326 S.C. 275, 280, 486 S.E.2d 742, 745 (1997). The courts construe ambiguity strictly against the drafter of the contract in favor of the non-drafter. *Ecclesiastes Prod. Ministries*, 374 S.C. at 499-500.

Contractual interpretation for "[t]he scope and effect of a release must be gathered from its terms, which may be interpreted in the light of the surrounding facts and circumstances . . . and within the

contemplation of the parties.” *Gardner*, 216 S.C. at 222-23.¹⁸ By contrast, an illegal contract is void and unenforceable if the contract: (1) violates public policy; (2) statutory law; or, (3) provisions of the Constitution. *Berkebile v. Outen*, 311 S.C. 50, 53 n.2, 426 S.E.2d 760, 762 (1993). Exculpatory contracts construed to exempt a party from that party’s own negligence will be prohibited in the absence of explicit, clear language indicating doing so was the parties’ consent. *S.C. Elec. & Gas Co. v. Combustion Eng’g, Inc.*, 283 S.C. 182, 191, 322 S.E.2d 453, 458 (Ct. App. 1984). Moreover, overly broad exculpatory clauses contravene public policy, especially when exempting one party from any liability from that party’s negligence. *Fisher v. Stevens*, 355 S.C. 290, 295-97, 584 S.E.2d 149, 152-54 (Ct. App. 2003). Exculpatory contracts such as waivers and releases intended to exempt one party from liability for gross negligence, reckless conduct, willful or wanton conduct, or, intentional acts is overly broad, unenforceable, and against public policy unless the in the absence of explicit, clear language indicating doing so was the parties’ consent. *McCune v. Myrtle Beach Indoor Shooting Range, Inc.*, 364 S.C. 242, 248-52, 612 S.E.2d 462, 465-67 (Ct. App. 2005) (enumerating specific disclaimers or releases individually, separately, and conspicuously to show clear, explicit mutual assent).

The legal issue here is whether the formation of the Agreement was a valid and enforceable Agreement with Defendant **CHURCH** wherein Plaintiff released claims alleged against Defendant **CHURCH** arising from Plaintiff’s employment with Defendant **CHURCH** prior to the time of Plaintiff’s termination:

In exchange for the Company’s agreement to provide the above payment, Employee agrees not to make any claims or demands or to commence any lawsuits against the Company on any matters arising from or related in any way to the Employee’s employment with or termination from the Company. See Exhibit A, at ¶ 3(A).

Defendant **CHURCH** argued that this provision barred Plaintiff from bringing any and all claims against Defendant **CHURCH** in perpetuity. Defendant **CHURCH** sought a dismissal with prejudice of all of Plaintiff’s claim against Defendant **CHURCH** on the grounds that Plaintiff previously released all claims against Defendant **CHURCH** in exchange for valid monetary consideration through the Agreement. However, Defendant **CHURCH** fails to acknowledge Plaintiff’s correspondences with Defendant **CHURCH**, of which placed Defendant **CHURCH** on notice of Plaintiff’s desire to reinstate Plaintiff’s employment that as an offer to reconcile funds received upon termination of Plaintiff’s employment. Ex. A; see *also* Rule 60(b). In response, Plaintiff argued that: (1) the construction of the release in the Agreement created ambiguity that did not bar Plaintiff from bringing claims against Defendant **CHURCH** based on cause(s) of action arising out of the termination meeting itself and subsequently thereafter; (2) the exculpatory provisions of the release in the Agreement, whether in part or in full, were also unenforceable and against public policy; and, (3) Plaintiff was coerced into resigning under the circumstances with Plaintiff’s will overcome to enter into the Agreement

¹⁸ For example, federal courts in Virginia have construed the temporal scope in releases based on the contract language before the court. See *Va. Impression Prods. Co. v. SCM Corp.*, 448 F.2d 262, 267 (4th Cir. 1971) (Winter, H, dissenting). In that instance, the release language dealt with known or unknown claims based on “differences” that existed at the time of entering into the contract, arose after entering the contract, or arose after cancelling the contract. *Id.* (raising issues of ambiguity as to releasing unknown claims after executing the release). Moreover, in that instance, the release contained general release language to settle and release all matters forever in explicit, clear language. *Id.* at 265. However, the scope of all claims released was overly broad and found unenforceable as a violation of public policy and federal law. *Id.*

voluntarily through duress derivative of Plaintiff's claims of false imprisonment; fraud in the inducement; negligent hiring, supervision, and retention of employees; and, wrongful termination.

Here, the dispute over the release language when construed as a whole pertains to the application as to whether the release bars Plaintiff from raising all claims at any time against Defendant **CHURCH** in perpetuity. Defendant **CHURCH** postures that the Agreement is plain and unambiguous whereby Plaintiff released Defendant **CHURCH** and all of its employees and agents from any liability arising out of Plaintiff's employment. Defendant **CHURCH** refers to the following provisions to reflect the parties' intention for the scope of the release:

In exchange for the Company's agreement to provide the above payment, Employee agrees not to make any claims or demands or to commence any lawsuits against the Company on any matters arising from or related in any way to the Employee's employment with or termination from the Company See Exhibit A, at ¶ 3(A).

Plaintiff also argued that Plaintiff's cause(s) of action related to the Agreement accrued from the day of and after Plaintiff's termination from Defendant **CHURCH**.¹⁹ Then, Plaintiff argued that Defendant **CHURCH**'s abovementioned particular cause(s) of action in the exculpatory language of Section 3(A) of the Agreement also referred to these cause(s) of action that occurred prior to the date of the Agreement:

This [Section 3(A)] specifically includes, but is not limited to, a release of any and all rights, claims, and causes of action of any sort arising under . . . any other legal theory or cause of action, regardless of type, character or form, he may have; any and all causes of action, whether in law and/or in equity, for any expense, reinstatement, loss, mental or physical injury, costs, attorneys' fees, mental anguish, pain and suffering, medical bills or costs, physical or mental impairment, damage to reputation, loss of enjoyment of life, loss of consortium, lost earnings or profits, lost wages of commissions, lost bonuses, lost seniority or retirement benefits, other lost employment benefits including, but not limited to, vacation, or holiday pay and long or short term disability, *or any other damage (whether actual, compensatory, punitive, treble or otherwise) suffered or which may be suffered by Employee due to any event which occurred prior to the date of this Separation Agreement and Release* Exhibit A, at ¶ 3(A) (emphasis added).

Section 3(A) improperly disclaimed certain cause(s) of action as unenforceable exculpatory provision(s) insulating Defendant **CHURCH** from gross negligence, reckless conduct, willful or wanton conduct, or, intentional acts as overly broad, unenforceable, and against public policy with said disclaimers or releases in an inconspicuous manner absent of explicit and clear language.

Defendant **CHURCH** raised Section 3(B) with a qualifying condition of the parties' intent with respect to the scope and operation of claims whereby the release may be applicable to defend Defendant **CHURCH** against lawsuits related to Plaintiff's employment or termination:

Employee further expressly agrees that *this Agreement may be treated as a complete defense* to any action or proceeding that may be brought by Employee . . . against the Company . . . for relief or damages of any kind arising from Employee's employment or termination from employment with the Company Exhibit A, at ¶ 3(B) (emphasis added).

¹⁹ Plaintiff refers to the following cause(s) of action against Northgate with respect to the Agreement occurring on the termination date of April 10, 2018: false imprisonment; fraud in the inducement; negligent hiring, supervision, and retention of employees; and, wrongful termination.

Defendant **CHURCH** further relied upon Section 3(D) of the agreement to show the parties' intent for the release to operate as Plaintiff waiving all and possible claims against Defendant **CHURCH**:

The intent of this Agreement is to fully and finally resolve all claims and possible claims against the Company that are waivable whether legal or equitable. *However, it is understood that Employee is not releasing or waiving any rights or claims which may arise after this Agreement is executed, any claims for the sole purpose of enforcing Employee's rights under this Agreement, or any claims which by law cannot be waived* Exhibit A, ¶ 3(D) (emphasis added).

By contrast, Plaintiff argued as to the ambiguity in the release(s) concerning the application of Section 3(A) and Section 3(D) of the Agreement with respect to Plaintiff's ability to raise cause(s) of action that arose the day of and after the formation of the Agreement. In tandem of Section 3(D) of the Agreement, Plaintiff's termination on April 10, 2018, gave rise to the following cause(s) of action: false imprisonment; fraud in the inducement; negligent hiring, supervision, and retention of employees; and, wrongful termination. Pl. Compl., ¶ 86-112, Ex. A, Ex. B. Therefore, Plaintiff's cause(s) of action are not barred due to the temporal nature of the Agreement because the Agreement does not bar cause(s) of action arising from the day of or subsequently thereafter the date of the Agreement—regardless of any consideration under the Agreement.

Defendant **CHURCH** was also aware of disclosing the details of Plaintiff's termination to third parties after Plaintiff's termination unrelated to the Agreement or any confidentiality provision therein. Rule 60(b). Plaintiff raised allegations of defamation occurring after the formation of the Agreement by Warren Peden, who was involved in the termination of Plaintiff from Defendant **CHURCH**. Pl's Compl., ¶ 113. Warren Peden with Defendant **CHURCH** made a public outburst to the choir accusing Plaintiff of having an inappropriate relationship with one of the teenagers in the presence of Laurel Shaler, who was also involved in Plaintiff's termination, remained silent as to Warren Peden's outburst, and adopted Warren Peden's outburst on behalf of Defendant **CHURCH**. Those in the room understood the implication of Plaintiff involved in engaging sexual activity with underage minors. Caroline Jenkins Aff.; James Tegeler Aff. Moreover, Dr. Barry Jimmerson with Defendant **CHURCH** disclosed the nature of Plaintiff's termination to third parties that had no involvement in Plaintiff's termination, of which leave to amend Plaintiff's complaint would allow for evidence to that effect that Dr. Jimmerson with Defendant **CHURCH** was fully aware of doing after Plaintiff's termination. Caroline Jenkins Aff. Defendant **CHURCH** did not address the temporal element in the Agreement that does not operate as a complete bar for Plaintiff to raise claim(s) against Defendant **CHURCH** the day of or after Plaintiff's termination from Defendant **CHURCH**. Defendant **CHURCH**'s only alleged that Warren Peden was not a representative of Defendant **CHURCH**. However, Defendant **CHURCH** provided no materials, pleadings, or affidavits to that fact whereby creating a genuine issue of material fact as to the apparent agency of Warren Peden acting on behalf of Defendant **CHURCH** after Plaintiff's termination committed defamation against Plaintiff. Caroline Jenkins Aff. A genuine dispute of material fact as to the construction of the temporal application of the Agreement for Plaintiff to bring cause(s) of action against Defendant **CHURCH** exists warranting reversal. Rules 12(b)(6), 56, 59, 60(b), S.C.R.C.P.

III. CONCLUSION

At this time, Plaintiffs expressly reserve all rights without prejudice or waiver of the same with respect to the preserving other legal arguments and grounds within Plaintiffs Motion to Reconsider and Motion for Relief filed before the Court on August 28, 2020.

WHEREFORE, Plaintiff pray that:

- (1) the Court give leave to amend this response as required;
- (2) the Court grant a hearing if required;
- (3) the Court amend its Order and Judgment denying Defendants **NORTHGATE BAPTIST CHURCH, HANNAH ELIZABETH COLLIER**, and **LINDA SMITH**'s Motion to Dismiss;
- (4) the Court amend its Order and Judgment denying Defendants **CHARLOTTE COLLIER, HANNAH ELIZABETH COLLIER**, and **LINDA SMITH**'s Motion for Summary Judgment on the Pleadings;
- (5) the Court give leave to amend Plaintiff's complaint as required; and,
- (6) the Court grant such other and further relief as the Court deems just and proper.

Respectfully submitted this 14 day of September, 2020.

/s/ Deborah D. Davis, Esq.

Deborah D. Davis, Esq.

SC Bar No.: 102942

Attorney for Plaintiff

Deborah D. Davis, Esq.
Dickson Davis Law Firm, LLC
310 Rutherford Street
Greenville, SC 29609
(864) 729-3428 t
(864) 752-1424 f
d.davis@dicksondavislaw.com
www.dicksondavislaw.com

EXHIBIT A

Deborah Davis

From: Deborah Davis
Sent: Wednesday, April 25, 2018 9:42 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Cease and Desist Notice re: James Earl Tegeler
Attachments: Tegeler_Cease and Desist Notice_Northgate_Baptist_Church_042518.pdf

Dr. Jimmerson,

Please be advised that I represent James Earl Tegeler with respect to the recent termination of my client on April 10, 2018. I have reviewed the documents. I am concerned due to the nature of the termination concerning my client based on unfounded allegations concerning an adult in your congregation, Hannah Collier. I am also concerned about the lack of opportunity my client had to have these separation documents reviewed independently by legal counsel on or around April 10, 2018. My client was clearly under emotional distress during this ordeal and the termination documentation was executed, arguably, under duress.

I am investigating into the matter, as well as to the baseless allegations raised by other members of your congregation concerning Charlotte Collier, Hannah Collier, and Linda Smith. Pending further investigation, I hereby demand that the Northgate Baptist Church, whether acting individually or through its agents, cease and desist all defamatory remarks concerning my client's character. If the basis for the church's allegations are founded upon fraud and misrepresentation by other members of your congregation, Northgate Baptist Church's indemnification agreement will be subject to challenge and the baseless allegations will expose Northgate Baptist Church to liability for wrongful termination among other causes of action.

Attached please find a copy of the cease and desist notice. The same is being sent via FedEx to you.

Furthermore, my client has requested a copy of his personnel file with Northgate Baptist Church. As such documentation is forthcoming as potential evidence in future or pending litigation related to the other members of your congregation, you are hereby instructed to retain all documentation, correspondence, and evidence related to the termination of my client.

I am requesting the personnel file for my client to be mailed and addressed to my attention:

Deborah D. Davis, Esq.
Dickson Davis Law Firm, LLC
439 Congaree Road
Greenville, SC 29607

You can either voluntarily provide my client's personnel file, or I can obtain them at a later time during litigation via a subpoena request should the occasion arise. If Northgate Baptist Church has an attorney, then please have your attorney contact me directly to coordinate the disclosure of potential evidence concerning this matter and I will cease direct communication with you at that time.

Best Regards,



Deborah D. Davis, Esq.
Attorney at Law

Dickson Davis Law Firm, LLC
439 Congaree Road
Mailbox 6
Greenville, SC 29607
www.dicksondavislaw.com

864.729.3424 tel
864.752.1424 fax
d.davis@dicksondavislaw.com

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Please note that, unless you have signed the fee contract agreement, the engagement letter (as applicable), and paid the deposit or retainer fee in full, then Dickson Davis Law Firm, LLC, does not represent you in this matter after your initial consultation.



DICKSON DAVIS LAW FIRM

CEASE AND DESIST NOTICE

April 25, 2018

Northgate Baptist Church
Attn: Dr. Barry Jimmerson

[REDACTED]
[REDACTED]

VIA FEDEX [REDACTED]

Re : **James Earl Tegeler**
File Id. : **2018-01-123**
Date of Incident : **April 10, 2018**

Dear Mr. Jimmerson:

Please be advised that **JAMES EARL TEGELER**, who is the abovementioned party ("Client"), has retained the Dickson Davis Law Firm, LLC ("Firm") to represent that party's interest in the potential or pending litigation regarding this matter concerning defamation of character against the Firm's Client by **HANNAH ELIZABETH COLLIER, CHARLOTTE COLLIER, and LINDA SMITH**, of which may result in the unfounded basis regarding the termination of the Firm's Client and validity of the documents pertaining to the termination of the Firm's Client on or around April 10, 2018.

You are hereby put on notice pursuant to all applicable Federal and South Carolina laws to cease and desist all direct communication, whether oral or written communication, from you to the Firm's Client, or any of the Client's family members, employer(s), agents, contractors, or other relations. Furthermore, all further communication and correspondence, whether oral or written, must be directed to the Firm, whether the Firm's attorney(s) or staff, as follows: Deborah D. Davis, Esq., Dickson Davis Law Firm, LLC, 439 Congaree Road, Mailbox 6, Greenville, SC 29607.

This document serves as notice that the abovementioned company, and its officers, directors, employees, agents, and contractors, will henceforth cease and desist from any further direct or indirect communication with the Firm's Client or ongoing defamation of the Firm's Client to any third-party within or outside of the congregation of Northgate Baptist Church.

Sincerely,

DICKSON DAVIS LAW FIRM, LLC

By:

Name: Deborah D. Davis, Esq.
Title: Managing Attorney
Bar No.: 102942

April 25, 2018
Date

Deborah Davis

From: Deborah Davis
Sent: Thursday, April 26, 2018 5:27 PM
To: McDonald, III Charles E.
Subject: RE: James Earl Tegeler [ODNSS-UGL.071421.000001]

Hey Chuck,

I discussed with my client our conversation today. Having discussed the situation with my client, I would like to make an informal proposal at this stage that can be later drafted into a settlement agreement.

I present you with two options to amicably resolve this dispute:

- (1) A full year's salary as additional severance pay, a letter of reference for my client to obtain employment elsewhere, and the cease and desist on any defamatory remarks against my client's character to remain in effect; or,
- (2) Reinstatement of my client's former position provided that Charlotte Collier, Hannah Collier, and Linda Smith are not permitted to remain as members of the congregation along with a signed affidavit from Dr. Laura Shaler as the chair of the personnel committee renouncing the allegations against my client concerning Charlotte Collier, Hannah Collier, and Linda Smith as baseless and unfounded.

Let me preface with saying that, my client loved his job at Northgate Baptist Church. My client loved working with the members of the congregation and playing the piano to praise God in my client's faith and style of worship at Northgate Baptist Church. Members of the congregation would welcome my client back with open arms, who have repeatedly reached out to my client since Northgate Baptist Church terminated my client and even suggested a petition to bring my client back into the fold of the ministry of Northgate Baptist Church.

At the heart of the matter, Charlotte and Hannah Collier took advantage of a grieving widower, who lost his wife to cancer four years ago and has been the sole breadwinner for his motherless sons.

These baseless allegations against my client raised by Charlotte Collier, Hannah Collier, and Linda Smith have devastated my client. The insinuation that my client was terminated based on "inappropriate behavior" because of these baseless allegations creates the impression that my client was lumped into the same category as a child molester like some spiritual pariah. This association and connotation has been emotionally devastating for my client.

It is our position that the investigation of these baseless, unfounded allegations by Charlotte Collier regarding Hannah Collier was not vetted properly and misconstrued out of context and proportion in an unreasonable manner. Moreover, Hannah Collier was treated as if she were a mere child, of which she is not. Hannah Collier is an adult in the eyes of the law. It is our position that Charlotte Collier reported these allegations with an ulterior motive in retaliation to my client not reciprocating her advances to have a romantic relationship, of which my client has had no inclination or interest toward dating Charlotte Collier. As a grieving widower, my client has had no interest in dating anyone or forming any romantic attachment since losing his wife, placing his priorities in his faith in God and being a father to his motherless sons.

Again, as I stated, if my client had the reasonable opportunity to seek independent, legal counsel at the time of receiving the termination documentation under the circumstances related to Charlotte Collier and Hannah Collier, and I was involved at that stage, I would not have advised my client to sign any documentation and challenged the basis for terminating my client on these baseless allegations. As I stated earlier, hell hath no fury like a woman scorned, and one

must consider the source when properly vetting such serious allegations of "inappropriate behavior" in the proper context for all that phrase implies under the circumstances.

My client is sensitive to the nature of these unfortunate circumstances, the ongoing fundraising efforts of the Northgate Baptist Church, and the rift caused in the congregation of the Northgate Baptist Church from the termination of my client. Nevertheless, my client should not have to pay for the sins of others for this cross is not his to bear.

Please discuss these options with your client to see what we may be able to do as far as reaching an amicable resolution.

Best Regards,



Deborah D. Davis, Esq.
Attorney at Law

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Please note that, unless you have signed the fee contract agreement, the engagement letter (as applicable), and paid the deposit or retainer fee in full, then Dickson Davis Law Firm, LLC, does not represent you in this matter after your initial consultation.

From: McDonald, III Charles E. <Chuck.McDonald@ogletree.com>
Sent: Thursday, April 26, 2018 11:21 AM
To: Deborah Davis <d.davis@dicksondavislaw.com>
Subject: James Earl Tegeler [ODNSS-UGL.071421.000001]

Deborah,

I am writing on behalf of our client Northgate Baptist Church in response to your April 25 email and cease and desist letter. We disagree with your characterization that James Tegeler was under duress from anyone at Northgate Baptist Church when he signed the Separation Agreement and Release of Claims. He knowingly and willingly signed the Agreement releasing any claims related to his employment or termination of employment with Northgate Baptist Church. Northgate Baptist Church is on notice of your client's claims and will preserve all relevant documents related to any potential claims. Northgate Baptist Church denies that any management officials or leaders of Northgate Baptist

Church have made any defamatory comments about Mr. Tegeler. Nonetheless, our client has no desire to get into litigation over this matter if such can be avoided.

As Mr. Tegeler has retained you as counsel, we simply would like to know what Mr. Tegeler is requesting from Northgate Baptist Church at this time to see if an amicable resolution is possible. Please let me know. Thanks.

Charles E. McDonald, III | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

A large black rectangular redaction box covers the signature and contact information of Charles E. McDonald, III. A small white rectangular area is visible within the redacted block.

This transmission is intended only for the proper recipient(s). It is confidential and may contain attorney-client privileged information. If you are not the proper recipient, please notify the sender immediately and delete this message. Any unauthorized review, copying, or use of this message is prohibited.

Deborah Davis

From: Deborah Davis
Sent: Tuesday, March 10, 2020 3:51 PM
To: McDonald, III Charles E.
Cc: Pam Owen
Subject: Informal Settlement Negotiations re: Tegeler v. Northgate Baptist Church et al.
Attachments: 2020_03_10_response_letter_NGBC.pdf

CONFIDENTIAL

All correspondence enclosed in this Response Letter is confidential regarding settlement communications pursuant to Rule 408 of the South Carolina Rules of Evidence.

Hey Chuck,

Attached is my response letter to your request for early mediation. Briefly, my client would consider informal settlement negotiations with your client at this time. My client is not unopposed to early mediation with all parties in the near future, but, my client would prefer to deal with your client first beforehand on an informal basis without the Colliers or Linda Smith.

I look forward to hearing from you as to your client's response accordingly.

Best Regards,



Deborah D. Davis, Esq.
Attorney at Law

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Greenville, SC 29609
www.dicksondavislaw.com

864.729.3428 tel
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DICKSON DAVIS LAW FIRM

CONFIDENTIAL

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RESPONSE LETTER

March 10, 2020

Charles E. McDonald, III
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

[REDACTED]

VIA [REDACTED]

Re : *James Earl Tegeler v. Northgate Baptist Church et al.*
Case No. : 2020CP2301213
File Id. : 2018-01-123
Date of Incident : April 10, 2018

Dear Mr. McDonald:

As you know, I represent **JAMES EARL TEGELER**, who is the abovementioned party and Plaintiff in the abovementioned pending litigation. You had called me on March 2, 2020, requesting the potential for early mediation concerning this case. After discussing the following request with my client, my client is open to conducting informal settlement negotiations directly with your client and Defendant **NORTHGATE BAPTIST CHURCH** ("Church") at this time.

My client hereby requests:

- (1) The full policy limit of the general liability insurance policy for Defendant **CHURCH**;
- (2) An affidavit from Defendant **CHURCH** exonerating and vindicating Plaintiff of all allegations, investigations, or any of the above, against my client for having inappropriate relations with young girls, inappropriate contact with young girls, or any other such allegations of like nature; and,
- (3) A letter of recommendation from Defendant **CHURCH** for my client to resume employment of similar nature elsewhere as he was employed with Defendant **CHURCH**.

Should we not reach a settlement during such informal settlement negotiations, and while my client feels that early mediation may be premature at this time, my client is not unopposed to early mediation in the near future should we fail to settle this matter between our clients informally. We look forward to hearing your response within the next ten (10) business days if you feel that is adequate time for your client to respond accordingly.

Best Regards,

DICKSON DAVIS LAW FIRM, LLC

By:

Name: Deborah D. Davis, Esq.
Title: Managing Attorney
Bar No.: 102942

March 10, 2020

Date

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES EARL TEGELER,

Plaintiff(s),

v.

CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, LINDA SMITH,
NORTHGATE BAPTIST CHURCH,

Defendant(s).

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that I served a copy of the foregoing **PLAINTIFF'S AMENDED NOTICE AND MOTION FOR RECONSIDERATION TO ALTER OR AMEND A JUDGMENT AND MOTION FOR RELIEF FROM JUDGMENT** in this action dated September 14, 2020, on September 14, 2020, upon the adverse party electronically to the following:

Northgate Baptist Church c/o	Charlotte Collier c/o	Linda Smith & Hannah Collier
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.	Clawson and Staubes, LLC	Duggan & Hughes, LLC
Charles E. McDonald & S. Michael Nail	Amy S. Snyder	Daniel R. Hughes
300 North Main Street	1000 East North Street	457-B Pennsylvania Avenue
P.O. Box 2757	Suite 200	P.O. Box 449
Greenville, SC 29602	Greenville, SC 29601	Greer, SC 29652

I have served a copy of the foregoing by one of the following methods:

- ☐ (1) Delivering a copy personally to the adverse party;
- ☐ (2) Mailing a copy to the adverse party's last known address, by depositing the copy in the U.S. Mail in an envelope with sufficient postage affixed;
- ☐ (3) Delivering it by commercial delivery service in accordance with Rule 4(d)(9), SCRPC; or,
- ☒ (4) Other pursuant to Rule 5(b)(1), SCRPC: electronic filing.

Respectfully submitted this 14 day of September, 2020.

Deborah D. Davis, Esq.
Dickson Davis Law Firm, LLC
310 Rutherford Street
Greenville, SC 29609
(864) 729-3428 t
(864) 752-1424 f
d.davis@dicksondavislaw.com
www.dicksondavislaw.com

/s/ Deborah D. Davis, Esq.

Deborah D. Davis, Esq.
Attorney for Plaintiff

EXHIBIT 5

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

JAMES EARL TEGELER,

Plaintiff(s),

v.

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, NORTHGATE BAPTIST CHURCH,**

Defendant(s).

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

AFFIDAVIT FOR

**JOSIE ALLEN
(LEGAL NAME)**

I, **JOSIE ALLEN**, having been duly sworn,

depose and say the following:

I am 18 years of age or older, of sound mind, and I give this affidavit on the basis of my personal knowledge of facts and circumstances concerning the matters described herein. I understand that the statements made herein are done so to the best of my knowledge under the penalty of perjury, and I reserve the right to amend or update certain statements accordingly.

1. I have known James Tegeler during the time he was employed by Northgate Baptist Church ("Church").
2. James and his family, including his sons Andrew and Alexander Tegeler, are close family friends with my family. I am a long-time close childhood friend of James's son Andrew Tegeler.
3. I was present during the time when Charlotte and Hannah Collier interacted with James during family events and activities with the Tegeler family. When I spent time with the Tegeler family, I never saw James on a one-on-one basis or alone with Charlotte or Hannah.
4. Hannah generally made me feel uncomfortable because she seemed to be jealous or resentful of me since I have been around the Tegeler family long before Charlotte and Hannah briefly got involved in Tegeler family events and activities. Hannah would hardly speak to me. Getting her to have a normal conversation was like pulling teeth.
5. For example, I went on a trip to New York City with James and his son Andrew in the fall of 2017. James had my parents' approval for me to go on the trip. My parents had no objections with me taking this trip. To the best of my knowledge, James never invited Hannah to go on the Tegeler family trip to New York City. I distinctly remember Hannah appearing jealous or resentful of me stating something along the lines of: "Why does Josie get to go [on the New York City trip] but I don't?" Hannah seemed to sulk and pout when she couldn't go on the trip but I could.

6. I spent Christmas with the Tegeler family in 2017. James gave Hannah \$500.00 to give and receive gifts during the Tegeler Christmas. Hannah got Christmas gifts for herself, Charlotte, Ty Collier (Hannah's younger brother), James, Andrew, Alexander, me, and Sarah Youngblood (who is Alexander's girlfriend). Hannah also got Christmas gifts for the Collier family to give Christmas gifts to one another. Hannah's \$500.00 from James for Christmas gifts was spread out to around eight people, or an average of \$62.50 per person. I got \$200.00 from James for Christmas, and my family knew about his gift to me. If you were comparing apples to apples, I got more than Hannah did.
7. For the Christmas gifts from or to the Collier family, James doing that for Hannah was nothing unusual or out of character because James is generous by nature. My family had no issue with my Christmas gift from James. For example, James does a lot for my family, including helping to pay for my family to go on a joint family trip with my family and the Tegeler family. My family has never raised an issue for James helping out financially or giving me gifts.
8. I went on the Tegeler family trip to the Biltmore Estate in Asheville, North Carolina on or around January 2, 2018. Attached in an exhibit is a photograph from this trip that shows Charlotte and Hannah were also there. Hannah placed her head on James's shoulder. Charlotte is to the left of James and Hannah with the pink jacket that is cut off. Exhibit A.
9. As on the Biltmore trip, Charlotte was right there in front of Hannah to observe Hannah's affectionate behavior toward James. Charlotte never made any objections about Hannah's behavior toward James to the best of my knowledge. Instead, Charlotte seemed happy that Hannah acted like an affectionate daughter to James. After the Biltmore trip, Charlotte and Hannah weren't around as much to the best of my knowledge.
10. On or around March 11, 2018, Andrew texted me from his brother Alexander's birthday party. Apparently, Charlotte and Hannah were at Alexander's birthday party that day. Andrew was complaining about Hannah being rude and annoying during Alexander's birthday party. Andrew wanted to leave his brother's birthday party because of Hannah.
11. My grandmother Tina Speakman works as a secretary for the Church. My grandmother's desk is right outside of the conference room and office for Dr. Barry Jimmerson, who is a pastor of the Church. To the best of my knowledge, on or around April 10, 2018, and while James was in a meeting in the conference room, my grandmother texted me to ask me something along the lines of: "What is going on? James was forced to resign because of a girl Hannah?" I responded to something along the lines of: "Are you serious?"
12. On July 7, 2018, I received a social media message from Hannah that was very rude and ominous. Exhibit B.

13. I would describe Hannah's behavior as if she was using James to set him up with her mom Charlotte. I was under the impression that Charlotte and Hannah were looking to create a new surrogate family unit with James. In that context, Charlotte and Hannah seemed very much attracted to the idea of James in a new surrogate family unit and using James for his money, nice house, and so forth like a piggy bank. Charlotte and Hannah did not seem genuinely considerate of James's sons from his previous marriage.
14. Charlotte and Hannah did not really socialize or talk with the rest of the Tegeler family. They were mainly around James. Charlotte seemed very happy around James, and she seemed infatuated with him. It was clear to me that Charlotte was interested in dating James. Charlotte always seemed to be on her best behavior when James was around. And, she usually had to be near James.
15. Hannah came across as very needy, insecure, and immature. She often wanted to be the center of attention talking to everyone in a group setting about herself. But, she was socially awkward on a one-on-one basis to the point of giving one-worded answers or conversing very little with others in the Tegeler family besides James. Typically, with Charlotte right there, Hannah wanted James's undivided attention away from others and his sons.
16. Hannah clearly consented to James in the role of a surrogate father as Charlotte and Hannah spent more time with the Tegeler family. Hannah was often affectionate toward James in a daughterly way, of which Charlotte was typically present to observe Hannah's behavior toward James. After James refused to date Charlotte, Hannah seemed to flip like a switch because James wasn't interested in her mom Charlotte.
17. I learned that Hannah reported James as having an inappropriate relationship with her to the Church. Generally speaking, when I hear the term "inappropriate relationship," I think the term in this context means an older man having sex with an underage girl. No one would mistake Hannah's relationship with James as anything but a surrogate fatherly-daughter type of relationship in the Tegeler family setting. No one would ever imagine James having sex with Hannah, or having romantic feelings toward Hannah. No one would ever imagine Hannah having romantic feelings toward James.
18. No matter what the context for "inappropriate relationship" means, the scope of the meaning for that phrase in a statement alone when Hannah accused James of having an inappropriate relationship with her is damning to James in the workplace, especially in a church. For Hannah to make that accusation is hypocritical because Hannah cannot condemn James without condemning herself. At that time, Hannah was a legal adult and consented to treating James like a surrogate father figure—right in front of Charlotte. Charlotte making the same accusation is equally hypocritical because Charlotte was happy that Hannah acted in a daughterly way around James.

19. Having been around James, Charlotte, and Hannah together, no one would ever, ever, ever believe James was a "predator" toward Hannah. To hear James accused of being a predator toward Hannah by the attorney for Charlotte at James's hearing makes me sick to my stomach and distraught. The word "predator" means a person sexually preys on another person—usually in the context of an adult molesting an underage child. When you call someone a predator, you are accusing that person of committing a crime. No crime was committed here. James is not being prosecuted for a crime in this case. James is not a criminal. Calling James a "predator" in this case is even more damaging than James being accused of having an "inappropriate relationship" with Hannah and completely unnecessary that would utterly destroy a man's reputation.
20. I see James as a father figure. My family has never made any objections to James being around me. James has never made me feel uncomfortable at the Tegeler residence or during Tegeler family activities or events. James does not deserve what happened to him because of Charlotte and Hannah. This whole situation is morally wrong. James is an innocent man. His name should be cleared.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

8/27/2020
Date

Josie Allen
Affiant Signature

Josie Allen
Affiant Printed Name

STATE OF South Carolina
COUNTY OF Greenville

I, Deborah D. Davis, the undersigned Notary Public, do hereby affirm that the affiant personally appeared before me on the 27 day of August, 2020, and signed the above Affidavit as the affiant's free and voluntary act and deed.

Deborah D. Davis
NOTARY PUBLIC

My Commission Expires on: 6/15/2027

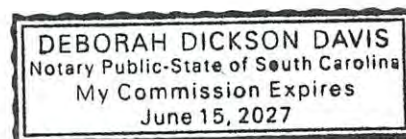


EXHIBIT A



EXHIBIT B

6:31



Hannah ❤️
hannah.e.collier99



July 07, 2018



Hey

hey



I need to ask you something

what's up?

I hate to ask this, but have you been following me so that you can screenshot what I post and send to somebody? I hate to be untrusting, but I have good reason

I hope that's not the case, but it wouldn't surprise me with the way my luck has been with that family.

That tells me what I need to know. Thanks.



Message...





Josie



I need to ask you something

what's up?

I hate to ask this, but have you been following me so that you can screenshot what I post and send to somebody? I hate to be untrusting, but I have good reason



I hope that's not the case, but it wouldn't surprise me with the way my luck has been with that family.



Write a message...



q w e r t y u i o p

a s d f g h j k l

the fact that she had the audacity to say her "luck" ... you gave her everything always 😂😂



iMessage



**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

JAMES EARL TEGELER,

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

v.

Plaintiff(s),

AFFIDAVIT FOR

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, NORTHGATE BAPTIST CHURCH,**

**ANNE DANCIU
(LEGAL NAME)**

Defendant(s).

I, **ANNE DANCIU**, having been duly sworn,

depose and say the following:

I am 18 years of age or older, of sound mind, and I give this affidavit on the basis of my personal knowledge of facts and circumstances concerning the matters described herein.

1. I have known James Tegeler during the time he was employed by Northgate Baptist Church.
2. I had been a member of Northgate Baptist Church for over twenty (20) years.
3. I have been acquainted with James's family and his parents' bible camp in Virginia for around thirty-five (35) years. James comes from a very Christian-based family background. Knowing his family and background, I would describe James as well-bred. He was a popular camp counselor from what my children remembered when my children went to James's family bible camp.
4. I observed Charlotte Collier, who is the mother of Hannah Collier, and Hannah Collier at the church around James. It seemed to me as if Hannah was trying to set up her mother Charlotte with James.
5. As Charlotte and Hannah spent more time around James, Charlotte's skirts kept getting shorter and shorter at church. Charlotte's clothing became increasingly provocative. In the front row and the section near where James played, I remember Charlotte wearing a mini skirt that was too revealing when she sat down during a church service. Whenever James stopped playing during the service, Charlotte and Hannah would leave the service early.
6. Over time, I would describe Charlotte trying to monopolize James's attention during choir practice. The Worship Team and the choir would practice together for various services. When Hannah came to practice in the Worship Team, Charlotte almost always came too even though she was not in the choir and I only remember her singing very rarely. That is

unusual because there are other members of the Worship Team, Praise Team, and the Choir team about the same age as Hannah and their parents don't come to practice. Charlotte's mother lived about a block away from the church, so it wasn't like Hannah needed a ride to practice.

7. James was just happy to have more voices. It was obvious that James was oblivious to Charlotte's attempts to be more than friends with James. James never reciprocated to Charlotte's attempts for a relationship more than friendship.
8. James still has a married-man's mentality. I saw James give a concert at another church after playing the piano for Northgate Baptist Church. James told the story of losing his wife during that concert. I know James as a widower who was married for over twenty (20) years.
9. Even though James is a widower, his wife is still part of his life. I would describe James as a grieving widower still. He has never really moved on from the loss of his wife. James is not interested in dating, which is well-known to anyone who knows him well. Dating anyone or having a romantic attachment to anyone is just outside of his thinking. His sole focus is on his faith and raising his two sons.
10. While James was sincere in trying to help Hannah as a mentor when Hannah was singing in the Worship Team, James was always professional about it. My granddaughter Caroline Jenkins also sang in the Worship Team with Hannah as well when James was in charge of the music program at the church.
11. My observation of Hannah was that she did not come across as a normal 18-year-old and I could tell something was wrong with her. She had dramatic mood swings. I would describe Hannah as a troubled youth from a divided home. I would describe Hannah as very immature for her age and that she does not act her age.
12. When Charlotte was married to Craig Collier, that family used to attend the church more then. Craig had an abrasive personality. He was very intimidating being a cop. Approximately three years ago, we went to a birthday party for his mother-in-law Linda Smith. I had an intimidating experience with him that day, he was coming out of a room and I was walking to the room. Instead of being a gentleman, he walked straight to me and I had to back up so he can continue to walk. Over time, and compared to her real father, I would describe that Hannah saw James like a surrogate father figure.
13. Not long after the church fired James, Dr. Jimmerson went on a six-month sabbatical.
14. I have also known Linda Smith for a long time as well. It is well known at the church that mental illness runs in Linda's family, which became more obvious when Linda's husband died. Linda is not a regular, active member at the church. After the church fired James,

Linda did not come back for a while. But, recently, she has come infrequently but she is not very welcome.

15. I have observed Laurel Shaler at Northgate Baptist Church. She has an unpleasant personality to be around with poor interpersonal skills. She has a legalistic way in her thinking. To her, everything is inappropriate. I would describe Laurel as self-righteous and seems self-entitled. She comes across as if she is better than everyone else and arrogant.
16. She has a habit of making a conclusion on her own without discussing the situation with others—that, we should accept her word as gold because she is a doctor. She comes across as a “know-it-all.”
17. She has a habit of verbally attacking others or other ideas. She is not a good communicator with other people. Meaning, she has a way of making a simple item seem more complicated than the issue really is—making a mountain out of a molehill. Laurel came into the church choir room with Caroline Coker and made a one sentence statement that James will not be coming back to the choir because of information we have learned.
18. After the church fired James, both me and my granddaughter Caroline had lunch with James. He was very upset over the situation. James was distraught and emotional. James was sort of in a trance. He was horribly shocked. He informed us that the church accused him of having an inappropriate relationship with Hannah.
19. In a crowd of people, James is more extroverted with an outgoing personality. One-on-one, I would say that James is a very serious and introverted person with more of a stoic personality. Either way, James is a very private person and keeps his emotions close to his vest. James is not someone to display emotion in front of strangers, or people he does not know well normally. For James to show an emotional response of crying is highly unusual.
20. To me, the term “inappropriate relationship” means something sexual or having a romantic attachment between two people. The term makes me think of something romantic, physical, or sexual between two people. One example would be as if two people are dating. Regardless of the context of the term “inappropriate relationship,” there is no doubt that the effect of hearing that term taints an accused person’s reputation in a manner that is derogatory and appalling. The damage is done at that point.
21. There is no way possible that James could have ever had an inappropriate relationship with Hannah. I saw James around Hannah. No one could ever come to that conclusion. Such an accusation is awful, horrible, and appalling. I was so appalled to hear that James had been accused of having an inappropriate relationship with Hannah to the point that I couldn’t breathe. I was outraged to the point of tears. James has been falsely accused.

Linda did not come back for a while. But, recently, she has come infrequently but she is not very welcome.

15. I have observed Laurel Shaler at Northgate Baptist Church. She has an unpleasant personality to be around with poor interpersonal skills. She has a legalistic way in her thinking. To her, everything is inappropriate. I would describe Laurel as self-righteous and seems self-entitled. She comes across as if she is better than everyone else and arrogant.
16. She has a habit of making a conclusion on her own without discussing the situation with others—that, we should accept her word as gold because she is a doctor. She comes across as a “know-it-all.”
17. She has a habit of verbally attacking others or other ideas. She is not a good communicator with other people. Meaning, she has a way of making a simple item seem more complicated than the issue really is—making a mountain out of a molehill. Laurel came into the church choir room with Caroline Coker and made a one sentence statement that James will not be coming back to the choir because of information we have learned.
18. After the church fired James, both me and my granddaughter Caroline had lunch with James. He was very upset over the situation. James was distraught and emotional. James was sort of in a trance. He was horribly shocked. He informed us that the church accused him of having an inappropriate relationship with Hannah.
19. In a crowd of people, James is more extroverted with an outgoing personality. One on one, I would say that James is a very serious and introverted person with more of a stoic personality. Either way, James is a very private person and keeps his emotions close to his vest. James is not someone to display emotion in front of strangers, or people he does not know well, normally. For James to show an emotional response of crying is highly unusual.
20. To me, the term “inappropriate relationship” means something sexual or having a romantic attachment between two people. The term makes me think of something romantic, physical, or sexual between two people. One example would be as if two people are dating. Regardless of the context of the term “inappropriate relationship,” there is no doubt that the effect of hearing that term taints an accused person’s reputation in a manner that is derogatory and appalling. The damage is done at that point.
21. There is no way possible that James could have ever had an inappropriate relationship with Hannah. I saw James around Hannah. No one could ever come to that conclusion. Such an accusation is awful, horrible, and appalling. I was so appalled to hear that James had been accused of having an inappropriate relationship with Hannah to the point that I couldn’t breathe. I was outraged to the point of tears. James has been falsely accused.

22. Since the church fired James, I have seen James's devastation over this situation. He has been emotionally wrought. What happened to James is wrong.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

August 12, 2020
Date

Anne R Danciu
Affiant Signature

Anne R Danciu
Affiant Printed Name

STATE OF South Carolina
COUNTY OF Greenville

I, Deborah D. Davis, the undersigned Notary Public, do hereby affirm that the affiant personally appeared before me on the 12 day of August, 2020, and signed the above Affidavit as the affiant's free and voluntary act and deed.



Deborah D Davis
NOTARY PUBLIC
My Commission Expires on: 6/15/2027



**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

JAMES EARL TEGELER,

Plaintiff(s),

v.

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, NORTHGATE BAPTIST CHURCH,**

Defendant(s).

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

AFFIDAVIT FOR

**CAROLINE JENKINS
(LEGAL NAME)**

I, CAROLINE JENKINS, having been duly sworn,

depose and say the following:

I am 18 years of age or older, of sound mind, and I give this affidavit on the basis of my personal knowledge of facts and circumstances concerning the matters described herein. I understand that the statements made herein are done so to the best of my knowledge under the penalty of perjury, and I reserve the right to amend or update certain statements accordingly.

1. I have known James Tegeler during the time he was employed by Northgate Baptist Church ("Church").
2. James is a close family friend with my family.
3. I attended the Church with my grandparents to get to know the Church. However, while I attended the Church, I never took the membership class to become a member of the Church that is required to become a member officially.
4. I sung in both the Worship Team, or the choir, the Praise Team, or any of the above when James was the Music Director over both of the teams. The Worship Team practice was usually at 7:00 P.M. and the Praise Team practice was usually from around 8:00 P.M. to 9:00-9:30 P.M. on Wednesdays. The Praise Team usually had only about five (5) people singing on it.
5. I was present during the time when Charlotte and Hannah Collier interacted with James at the Church. I personally observed the behavior and statements made by both Charlotte and Hannah. To the best of my knowledge, Linda Smith, who is Charlotte's mother and Hannah's grandmother, was a member of the Church, but Charlotte and Hannah were not members.
6. Hannah mainly sung on the Praise Team for around six (6) or seven (7) months. Charlotte sang on the Worship Team, Praise Team, or any of the above every once in a while. Hannah did not come

to practices for the Praise Team consistently. When either Hannah, Charlotte, or any of the above sang, I usually sat next to one or both of them during practice.

7. Charlotte was usually there for most of Hannah's practices, which was odd because, usually, no one else was there to watch practices. Nobody else who sang on the Praise Team had a parent coming to practices.
8. During my practices singing at the Church, I never saw James on a one-on-one basis or alone with Charlotte or Hannah. I always saw both Charlotte and Hannah together around James. To the best of my knowledge, James mainly interacted with Charlotte and Hannah in a group setting. Typically, Charlotte and Hannah would stay after practice for a while to talk with James even after the others, including me, left. No one else usually stayed as long afterward to talk with James like that.
9. At no time did I think Charlotte or Hannah were treated any differently than anyone else. James was always very professional during practices and never gave anyone special treatment. James treated everyone the same and equally. James is kind and respectful to everyone I have seen him around.
10. On the other hand, I found Hannah socially awkward because she was immature for her age and difficult to be around on occasion during her mood swings.
11. Sometimes, Hannah was condescending towards others on the Praise Team, including James. When Hannah acted that way, James would have to redirect Hannah's behavior because she was being socially inappropriate when interrupting practice.
12. Hannah was stand-offish at first until she got to know you. When Hannah had a mood swing, then she would go from being more open and expressive to withdrawn and quiet at the flip of a switch. When Hannah had a mood swing, she would just get up and leave in the middle of practice sometimes. Then, sometimes, she would go from being withdrawn and quiet back to open and expressive. During Hannah's mood swings, the change in her behavior was drastic to the point that I was uncomfortable being around her during those times.
13. At no time, did Hannah ever seem uncomfortable around James. Instead, she was always the most comfortable around her mom and James than everyone else. She had to be the center of attention with her mom and James. She seemed desperate for approval from a parent figure. I would not describe the way Hannah acted towards James as a romantic attachment or an infatuation and vice versa with James. And, I would certainly never think anything sexual happened between Hannah and James.
14. Hannah definitely acted like James was her surrogate father. On or around September of 2017, I remember Hannah coming to me and telling me that she had gone to James to be a mentor because her dad wasn't around. I never felt that James's role as a mentor toward Hannah was inappropriate having been around them both often under the circumstances in a group setting.

15. Charlotte was around when Hannah acted like James was a surrogate father in front of Charlotte, and Charlotte seemed happy about it. Charlotte always seemed to be happy around James too. It definitely came across as if Charlotte wanted to pursue a relationship with James, and Hannah wanted James as a surrogate father figure. But, James didn't act any differently toward Charlotte and Hannah from others during practices.
16. To me, it was so obvious that Charlotte was chasing James and using Hannah during practices and church services as a way to go after James. Meaning, it was obvious to me that Charlotte definitely was attracted to James and wanted more than just friendship with James—of a romantic nature, intimate nature, or both. I noticed Charlotte began dressing more provocatively around James over time. It was clear that James did not reciprocate Charlotte's attempts—he was oblivious to her.
17. Hannah stopped coming to practices around January of 2018. I remember James asking us if anyone had heard from Hannah around the time she stopped coming because he didn't know why.
18. On or around March 14, 2018, my grandmother conveyed the conversation between she and Dr. Barry Jimmerson, who was the pastor at the Church. Hannah had recently complained to her father about James at that time. Hannah's father then called Dr. Barry and cussed him out. Dr. Barry apparently was very shaken up by the phone call. I found it really weird because Hannah acted like her dad was out of the picture in her life.
19. In the time between when James found out that Hannah had reported him to Dr. Barry and when he was fired, James was off. He wasn't his usual self. He was quiet and withdrawn. He was clearly upset by the situation. Many members noticed the change in James and were concerned. Clearly, James was in shock, devastated, and severely distressed during this time because of the severity of the situation related to him working at the Church. James told me that he felt betrayed.
20. On or around April 11, 2018, Dr. Laurel Shaler held a brief meeting for the Worship Team before practice started. She informed us that the Church was investigating a situation about James, and he was not going to be working at the Church "for right now." She let us know that we would have an interim choir director in the meantime. At the time, others in the choir, including me, didn't know that James had been fired yet. I had no idea why Laurel was even telling us about this situation instead of Dr. Barry.
21. Warren Peden also sang in the Worship Team under the direction of James. Right after Laurel spoke to us, Warren
22. made an outrageous outburst along the lines of: "James was having an inappropriate relationship with one of the teenagers." Laurel just stood there and never said anything to Warren. She just let him go on.

23. I was able to connect the dots to Hannah because my grandmother reminded me of our earlier conversation that she had with Dr. Barry. Aside from Warren and Laurel, everyone else in the room was shocked too. After Warren's outburst, it was so quiet that you could hear a pin drop in the room. At least three or four other people in the room at that time were deacons of the Church. The deacons were just as shocked as the others in the room. I texted James to let him know what Warren said about James at practice. David Ammons, who was the president of the choir at that time, told Warren to stop talking and that Warren did not need to say anything else. Warren seemed bothered that David redirected him.
24. After Warren's outburst during choir practice, I went to Dr. Barry with my grandmother Anne Danciu and my grandfather Peter Danciu. Dr. Barry admitted to us that Hannah reported James to the Church and accused James of having an inappropriate relationship with her. Dr. Barry didn't go into further details, but he did confirm Hannah's statement to the Church when she reported James to the Church. Dr. Barry then admitted that the Church had to investigate James because of Hannah's accusation. Dr. Barry claimed that there was nothing he or the Church could do about the Church's investigation into James because of Hannah accusation. Dr. Barry claimed that James was on a leave of absence while the Church was conducting its investigation into James.
25. Worse, Dr. Barry admitted agreeing with Laurel that Hannah was a child and a young girl while James was an older man. My impression of Dr. Barry's admissions was that the Church made out James to be like an older man having an illegal relationship with a minor.
26. After James was fired from the Church, both my grandmother and me, we met with James for lunch to talk with him about what happened because of Hannah's accusation against him. He was devastated. Aside from his faith and family, James lost his most cherished livelihood and means of worship through music ministry because Hannah was being impetuous and spiteful toward James.
27. After James was fired from the Church, I reached out to Hannah and asked her what happened between she and James. I wanted to know why she accused James of having an inappropriate relationship with her. One of the text messages in particular is attached in Exhibit A, however, I don't have the entire conversation thread. I remember that Hannah denied going to the Church and accusing James of having an inappropriate relationship with her.
28. I remember saying to Hannah something along the lines of: "You and I both know this [accusation of James having an inappropriate relationship with you] is not true." Hannah claimed that she didn't want James to get in trouble at the Church over and over again. She was pressing me as to whether I believed her story or James's story instead. She was asking me about whose side I was on. She was very defensive.

29. I knew that Hannah lied to me because: (1) my grandmother told me about her conversation with Dr. Barry before James was fired related to Hannah; (2) Warren made an outburst during choir practice about James having an inappropriate relationship with one of the teenagers, and I knew that accusation involved Hannah; and, (3) Dr. Barry admitted that Hannah did report James and accuse him of having an inappropriate relationship with her.
30. My impression of Hannah's response to me was that she seemed to want to take back what she did to James afterwards because she realized the enormity of what she had done. She knew what she did at the time. But, she seemed guilty after-the-fact. When Hannah was called out for what she did, she seemed like: "Oops, what have I done?"
31. Knowing Hannah, she knew what she was doing when she accused James of having an inappropriate relationship with her without any regard for the impact that such an accusation would have on James or destroy James's reputation and livelihood. The meaning of Hannah's accusation was crystal clear. Hannah painted James out to be a predator intentionally and maliciously. If Hannah condemns James's behavior, then she condemns her own behavior because Hannah solicited James to be a mentor to her from the very beginning.
32. Hannah was a college student. She was not a child. The portrayal of Hannah as a child was grossly inaccurate and inappropriate. At the time, Hannah was eighteen (18) years old or older—she is a legal adult. She is not a minor. She can vote. She can join the military.
33. Generally speaking, when I hear the term "inappropriate relationship," I think the context refers to a romantic relationship, a sexual relationship, or any of the above between two people that is consensual. For example, that term makes me think of pornography, or sexually-natured pictures; sexts, or sex texts, sending nude photos to each other; or, two people sneaking off together in a clandestine romantic or sexual relationship like a single person having affair with a married person.
34. However, in this instance with Warren Peden, the term "inappropriate relationship" implied—without a doubt—an age difference that had the stigma of an older man pursuing a minor in a sexual manner. The intent behind Warren's statement about James was crystal clear. Nothing good comes from Warren making a statement like that to drag James's reputation through the mud. In that moment, Warren shattered James as a person intentionally and maliciously as if James was a criminal, or predator, for being some kind of child molester in church setting.
35. No matter what the context for "inappropriate relationship" means, the scope of the meaning for that phrase when accusing someone would destroy the accused person's reputation. That result would definitely apply in the workplace, especially in the workplace of a Church. James's reputation will always be stained because of this situation. He will never truly be able to recover.

36. When I hear the term "inappropriate contact," I think of physical touching that is not wanted or nonconsensual. If James were accused of having "inappropriate contact" with Hannah, then I would think that James was accused of touching Hannah without her consent. And, the very thought of James being accused of something like "inappropriate contact" with another person at the Church, or anyone really, is unthinkable.
37. If you knew James, then you knew that Hannah accusing James of having an inappropriate relationship with her as if she was a minor was outrageous. It could not be possible because James would never have an inappropriate relationship with a minor. No one would ever believe that James was a predator.
38. To me, accusing someone of having an "inappropriate relationship" versus having "inappropriate contact" with another person is vastly different. If you were to accuse an innocent man of having "inappropriate contact" with another woman, who is a legal adult by the way, in a church, then that kind of accusation is loaded—almost as if that man were accused of being a rapist. Such an accusation would break an innocent man. Such an accusation would destroy an innocent man.
39. To me, it appeared as if neither Laurel nor Warren wanted James at the Church after Hannah's accusation against him based on perpetuating a stigma instead of facts. I was and still am under the impression that if an employer has a problem with an employee, and the employer is investigating an incident concerning that employee, then the issue should be confidential and not made in an outburst in the middle of a choir practice.
40. Both Laurel and Warren were around the choir enough to see James interact with Hannah at the Church. For example, at the Christmas cantata, Warren and Laurel were around to see both Charlotte and Hannah interact with James. The way James was at the Christmas Cantata was not really different than how he was during practices.
41. Laurel was never very friendly or personable. In my opinion, she would at times act like she was better than everyone else. She had to have things her way or it isn't good enough. She calls herself a doctor and expects everyone to call her Laurel like she is a medical doctor. She doesn't like to be questioned, and she talks down to you if you do.
42. Before Warren's outburst, I always saw Warren as a father and family man in his position with the Church. After Warren's outburst, I saw Warren in a different light. Warren's behavior was so unusual and off-putting that I was shocked. I had never seen Warren act like that or make such an accusation like that about anyone else at the Church before.
43. At practices, James took prayer requests and praises for good things happening to others. James put together the music ministry that is part of the Church's ministry as a whole. While James did not

have a title of a minister at the Church, he very much filled that role in his capacity with the Church. The Church cannot crucify James without condemning others in the Church.

44. In my opinion, James is the kind of person who is friendly and outgoing in social situations, but he is still guarded and emotionally reserved. James is not an emotional person by nature. He is not the kind of man to cry easily. He is well-rounded, and he is the kind of person that has everything put together. For James to cry in front of people he is not really close to, or doesn't know as well, such as his boss or employer, would be highly unusual for James. If James were to cry in front of his boss or employer, then he would have to be very emotionally distraught and distressed to exhibit such abnormal behavior that is highly out of character for him. Knowing James, if James were threatened to face the Church congregation for being accused of having "inappropriate contact" or an "inappropriate relationship" with Hannah, James would not be in his right mind.
45. This whole situation is morally wrong. I left the Church because of how the Church handled the situation between Hannah and James, and I wanted nothing to do with the Church afterward. The Church intentionally painted James as a social pariah making James a scapegoat by sweeping the whole situation under the rug when nothing diligent was ever done about James's investigation.
46. James is an innocent man. His name should be cleared.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

8/21/2020
Date

Caroline Jenkins
Affiant Signature
Caroline Jenkins
Affiant Printed Name

STATE OF South Carolina
COUNTY OF Greenville

I, Deborah D. Davis, the undersigned Notary Public, do hereby affirm that the affiant personally appeared before me on the 21 day of August 2020, and signed the above Affidavit as the affiant's free and voluntary act and deed.

Deborah D. Davis
NOTARY PUBLIC

My Commission Expires on: 6/15/2027

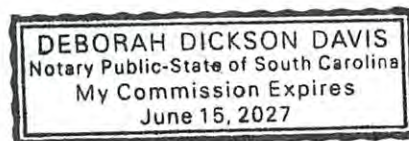


EXHIBIT A

Hannah to Caroline:
Hope you can find it in your heart to realize that this was not my fault or my intention

Caroline to Hannah:
How wasn't it your intention??
Why was this something that needed to happen??

Hannah to Caroline:
I never wanted him to resign.

Hannah to Caroline:
You don't have to believe me. You don't have to talk to me ever again. I'm sorry that you've been hurt by this. Have a good day.

Caroline to Hannah:
If that is true then why take it as far as it was taken? Why not try and figure out a different solution as you see fit?

Hannah to Caroline:
It was out of my hands. I had absolutely nothing to do with this.

Hannah to Caroline:
Literally nothing.

Caroline to Hannah:
He was asked to resign because you said to the pastor that he had an inappropriate relationship with you and that's what the pastor told him you said. He has texts to prove that the accusations aren't true.

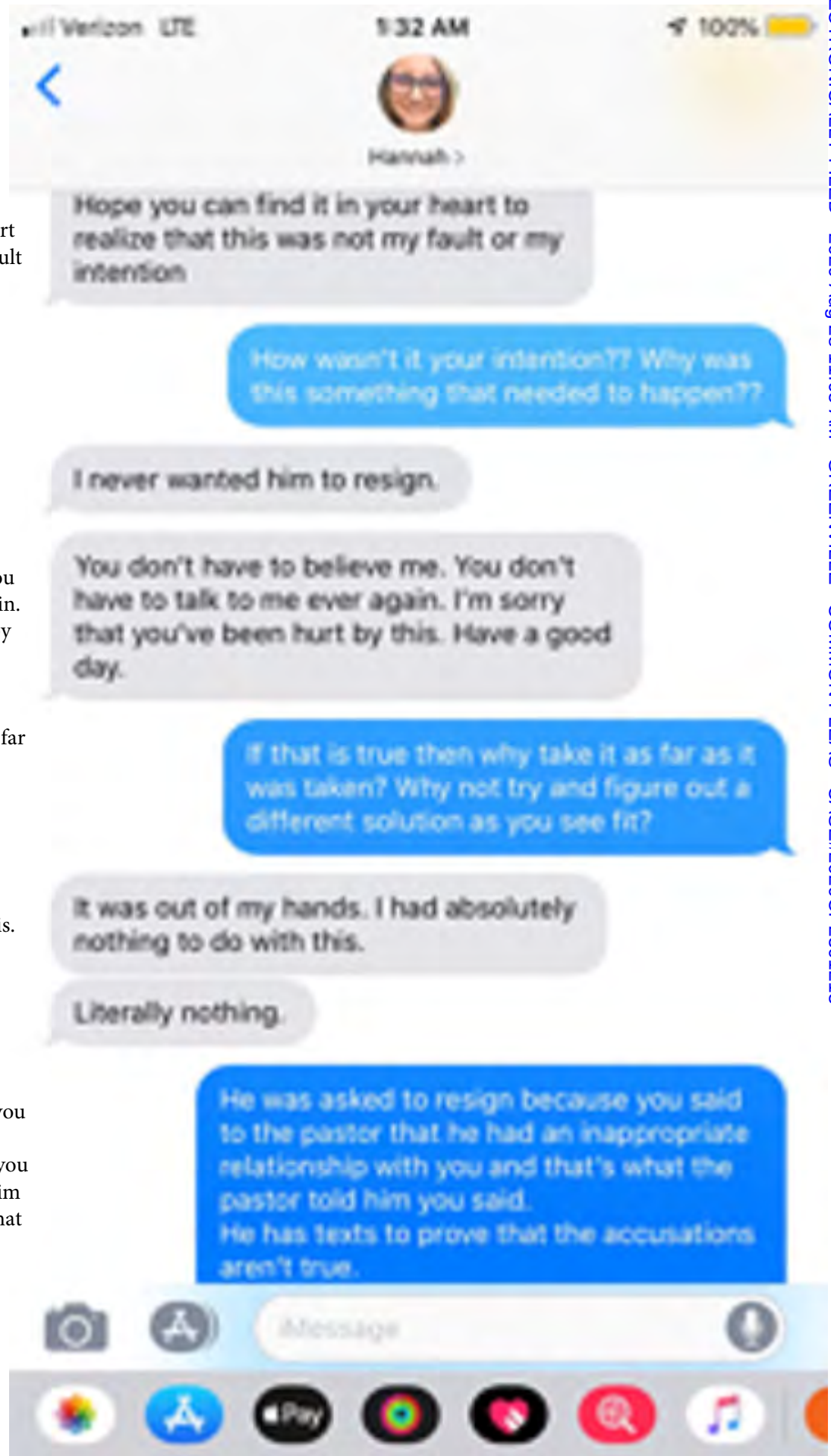


EXHIBIT B



Caroline

I just think she doesn't want to believe that such "evil" could be in the church, especially from someone they've known since Phillip was little, but I tried to get her to understand she's not remembering everything clearly. I told her regardless of how Warren is acting now, I was there that night he stood up and threw James under the bus when he wasn't allowed to say anything and how David had to get him to shut up and sit down because I was there texting you about it because I went to choir that night with Jama. I tried to get her to think of it like high school and how rumors get spread. No matter how little people know about it, the way Warren said what he did that night in choir changed the nature of the situation.



Search





Caroline

Jama thinks he said a vague statement that night at choir, but he said "inappropriate relationship with one of the teenagers" ..I remember because that's when I texted you telling you what was happening and that David told him to sit down and stop talking.

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Message



**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

JAMES EARL TEGELER,

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

v.

Plaintiff(s),

AFFIDAVIT FOR

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, NORTHGATE BAPTIST CHURCH,**

SUE LUTZ

(LEGAL NAME)

Defendant(s).

I, **SUE LUTZ**, having been duly sworn,

depose and say the following:

I am 18 years of age or older, of sound mind, and I give this affidavit on the basis of my personal knowledge of facts and circumstances concerning the matters described herein.

1. I have known James Tegeler during the time he was employed by Northgate Baptist Church.
2. I had been a member of Northgate Baptist Church for around ten (10) years. I also sing in the choir, and I am in the Women's Mission Union.
3. James is well beloved by many of the parishioners of Northgate Baptist Church, and he is well respected as a musician.
4. I have known Linda Smith for a long time as well. I would say I've known her for more than twenty (20) years I suppose. Linda Smith is the mother of Charlotte Collier and the grandmother of Hannah Collier. Charlotte was married to Craig Collier and they had Hannah Collier and Tyler Collier as their children. Craig was a cop. Linda and I also have mutual friends such as Judy Butchert, who is in a bible study group with Linda.
5. About twenty (20) years ago, and at another church, Linda and I were in Sunday school and making our prayer requests. I'll never forget what she said because it was so shocking. Linda made a prayer request to help her daughter Charlotte because Charlotte's husband Craig would beat her. When you hear something like that, it sticks with you.
6. I was aware of the divorce between Charlotte and Craig Collier. Craig is Hannah's father. Craig was very strict with Hannah. The divorce seemed to really affect Hannah. I saw a young girl who loved her father, but she didn't seem to reason her way through the divorce when Charlotte and Craig's marriage fell apart.

7. I see James as a grieving widower having lost his wife from a drawn-out terminal illness. Anyone who knows James knows that James is not interested in dating—at all. In line with his own sense of professionalism and decorum, James has been very clear at the church to avoid any dating relationships or any other kind of relationships of an intimate nature with anyone at the church.
8. While James has his own cross to bear losing his wife, he was also very concerned being there for his sons to help his sons cope with losing their mother. The experience was hard especially on his sons. James is very close to his sons, and his sons are actively involved in his life and in his home. With the planned social activities James throws together, James's sons are usually involved and participate.
9. James is the type of person who helps other people being a devout Christian. He is the kind of person who enjoys bringing people together in a shared community of faith in a very family-oriented manner. James has a very strong "father mentality" when dealing with younger adults, especially with his experience as a youth minister. He is the kind of man that asks himself what his wife would do for their child under the circumstances—what would a parent do for that child for the safety and well-being of that child. Over my years in different churches, I have observed youth ministers can often take the role of a parental figure in a spiritual sense like a faith-based guide to find one's way to walk the path of God.
10. I observed both Charlotte and Hannah Collier around James at the church. James was always trying to recruit people for the music program whether it was the Praise Team, Worship Team, or the choir. James took an interest in mentoring Hannah with her music when Hannah began singing in the Praise Team. Charlotte was often around initially as well although I only remember her singing in the Praise Team numerous times.
11. Over time, it appeared that Charlotte and Hannah Collier began getting more involved with James and his family in a family setting. I would describe Hannah as immature and a troubled youth from a broken home. Hannah is not a child nor acts like a child. But, Hannah acts immature for her age. Given Hannah's family background, James's previous experience as a youth minister, and James's allure as a wonderful father figure to his sons, it is no surprise that Hannah began to see James as a surrogate father figure.
12. Both Charlotte and Hannah seemed insecure to me in how they behaved around James at the church. Over time, it became more and more apparent that Charlotte became interested in James for more than just friendship or coordinating with James in the capacity of him being a mentor for Hannah. Oh, it was so obvious. Charlotte's dresses kept getting shorter and shorter. Charlotte started dressing more provocatively with short dresses and skirts. Not

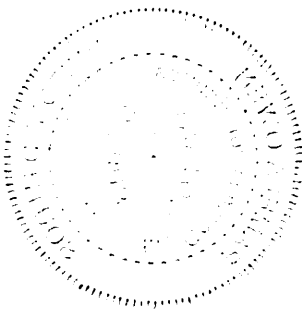
much left in the mystery there with her body if you know what I mean by the way she dressed and acted.

13. And, James. Oh, James was so oblivious to Charlotte trying to get James's attention. You know how men can be slow sometimes to pick up on that sort of thing. To women, it is more obvious. After a while with the barrage of Charlotte's attire dwindling further and further, and seeing more of her than I cared to, I finally had enough. I told James that Charlotte was after him and that he should be prepared. James was flabbergasted and said to me: "Are you kidding me?" Knowing James and his complete lack of desire for any kind of romantic or intimate relationship with anyone, I knew James would want to avoid a situation of being pursued by Charlotte and her attempts to become more involved with James whether romantically or intimately. Hannah asked James to go hiking. The plan was for only James and Charlotte to go on the hike. James asked Hannah if she was going. She said, "no, just you and mom." James said absolutely no! After this is when all the troubles started.
14. Around two (2) or three (3) months after James was fired, I went to lunch at Stax with my friend Judy, and Judy reported the most inflammatory comments from Linda about James and why James was fired. Judy commented to me about being puzzled as to why I liked James so much when the church had problems with him as its choir director. I informed her that she had the wrong impression of James. Per Judy, Linda accused James of having an "inappropriate" relationship with Hannah and that she was glad James got fired. Per Judy, Linda claimed that James had no business being around Hannah. Per Judy, Linda claimed that when Charlotte and Hannah were at James's house for a social activity playing a family-oriented game with James's family and friends, Hannah being involved and playing the game was highly inappropriate.
15. To me, when I hear the term "inappropriate relationship," the first thing that pops into my mind is something sexual happening between two people. It could mean something romantic or touchy-feely happening between two people. But, mainly, it makes me think of sex between two people. My perception of Linda's claims against James was that she portrayed James as touching Hannah in more than just being innocent in nature. I got the impression based on Linda's claims that she was accusing James of chasing Hannah like an older man chasing young girls in a perverted sense.
16. I lost my temper at Judy and had to walk away from her before I could return back to the table and regain my composure. I was so outraged, shocked, and in disbelief about how Linda could be on a rampage to ruin James's reputation so publicly that she feels the need to tell anyone she comes across. James's situation is not idle gossip. Linda's accusations of

James is so disastrous for his reputation. She is deliberately dragging James's reputation through the mud. It is as if she is determined to ruin him and will say anything to anyone to do it. That James would act in such a manner is incomprehensible.

17. This church community is a small community. Word of James's circumstances has rapidly spread like wildfire. When James got fired from the church, a lot of members, including myself, didn't understand why James was fired and we wanted to know why it happened. When I was at a meeting for the Women's Missions Group, the issue of James being fired was raised. We knew that Laurel Shaler was involved in firing James from the church and informed James that he no longer had a job. But, when we learned about Linda accusing James of having an inappropriate relationship with Hannah—we experienced disbelief and cried over something so horrible and outrageous. Shock doesn't even begin to compare to how I feel about this situation and the shame from it happening in a place of worship.
18. Such an accusation is so inflammatory like lighting a match over a can of gasoline that has torn the church apart. Since James was fired, the congregation has gotten smaller. If you know James, then such an idea is so unimaginable that he would act in such a way with Hannah. When in fact, most of us agreed that Charlotte was pursuing James, especially with her provocative attire that was clearly inappropriate in a place of worship. I can't believe that James was accused of having an inappropriate relationship with Hannah. Hateful lies.
19. I have observed Laurel Shaler at Northgate Baptist Church. Boy, does she wear her authority on her sleeve and let you know it. She has no problem overstepping others in the church affairs bypassing the chain of command easily. Laurel is arrogant and disrespectful to others in the church as her interpersonal skills are found wanting. She shoved it in your face about the string of ABC's after her name in all her degrees and that she was a doctor of something related to psychology. Or, at least that is the way she came across. She didn't dress as well for church either. Her attire wasn't nearly as provocative as Charlotte's attire, but, she wasn't far too off with short skirts and dresses either.
20. Her personality leaves a sour taste in your mouth. At the time when James got fired from the church, she was just on the personnel committee. But, she acts like she is in charge of running the church. I'm amazed at how she has sunken her claws into the church. She is rigid and inflexible—almost like she has an absolute way of thinking. It is her way or the highway. She has to have the last word and that is final. She makes it seem as if no one can question her conclusion or decision even when she has not explained how she reached it. She does not have a positive impact and contribution to the church's community.

21. But, knowing Laurel, and with her being involved in firing James, she took something like this with Hannah and ran with it unchecked. For as long as I have been a member, and as far as I am aware, the church has never known any kind of issue like what has happened to James. I really don't have anything good to say about her, and I am not alone in that sentiment. This whole situation has been blown way out of proportion.
22. Laurel Shaler has referred to Hannah as a child during all this situation. Hannah is not a child! She is over 18, she is in college, she can carry a gun, and is old enough to be married and a mother.
23. I have observed that James has been devastated by this situation. His standing in the Christian community tainted with such an awful accusation. This kind of accusation is something you never really recover from. When you accuse anyone of having an inappropriate relationship between a man like James and an immature college student like Hannah, I have no doubt that such an accusation is so inflammatory toward James in a way that he will never escape it. What Linda, Charlotte, Hannah, Laurel, and the church have done will always follow James. His good name will always be in question now. It will be hard for him to be able find work again for another church like he did at Northgate Baptist Church.
24. James has lost his good name. A good man's honor is precious. To falsely condemn an innocent man is writhing damnation for the one pointing the finger all twisted in horror like a snake unfurling from the arm to the finger with a hissing spray. May the accuser endeavor to be worthy of forgiveness because this is not the Christian way of things.



[INTENTIONALLY LEFT BLANK]

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

22 June 2020
Date

Susan J. Lutz
Affiant Signature

Susan J. Lutz
Affiant Printed Name

STATE OF South Carolina

COUNTY OF Greenville

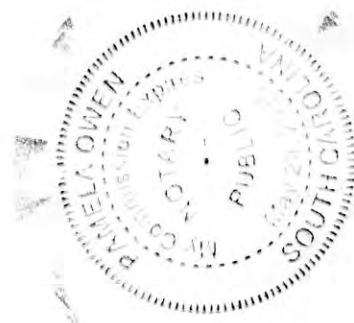
I, Pamela Owen, the undersigned Notary Public, do hereby affirm that the affiant personally appeared before me on the 22 day of June, 2020, and signed the above Affidavit as the affiant's free and voluntary act and deed.

Pamela Owen

NOTARY PUBLIC

My Commission Expires on: May 29, 2030

Pamela Owen
Notary Public, State of South Carolina
My Commission Expires May 29, 2030



**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

**IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT**

JAMES EARL TEGELER,

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

v.

Plaintiff(s),

AFFIDAVIT FOR

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, NORTHGATE BAPTIST CHURCH,**

**ROY SABEAN
(LEGAL NAME)**

Defendant(s).

I, ROY SABEAN, having been duly sworn,

depose and say the following:

I am 18 years of age or older, of sound mind, and I give this affidavit on the basis of my personal knowledge of facts and circumstances concerning the matters described herein.

1. I have known James Tegeler during the time he was employed by Northgate Baptist Church.
2. I had been a member of Northgate Baptist Church for around twenty-five (25) years.
3. At the time James was terminated on or around April 10, 2018, and subsequently thereafter, I was a Deacon of Northgate Baptist Church.
4. As a Deacon, I was part of the Deaconate for Northgate Baptist Church responsible for overseeing church affairs and providing spiritual guidance. The Personnel Committee chair reports to the Administration Cluster Leader. The Administration Cluster Leader then reports to the Leadership Council, which involves the Deacon Chairman. The Cluster Leaders are to communicate with the Personnel Committee Chair and the Leadership Council for any questions, concerns, recommendations, or actions by the Leadership Counsel that involves the Personnel Committee.
5. After James was fired by Northgate Baptist Church, I questioned Dr. Barry Jimmerson as to why James was fired. Barry silenced me by telling me not to push the issue or to interfere because of legal implications or ramifications from the church firing James. Barry just referred to the matter involved things he couldn't tell me. Barry informed me that the decision to fire James was made by the Personnel Committee.
6. The proper protocol involving the leadership hierarchy at Northgate Baptist Church was not followed when the church fired James. The Personnel Committee makes recommendations to hire or fire personnel. However, the Personnel Committee does not make charges or

accusations against church employees. And, the Personnel Committee does not investigate charges or accusations against church employees. If any disciplinary action was required against a church employee, the Deaconate should surely be apprised of the situation. But, more specifically, the Deaconate also took a special role in church matters. Without a doubt, the Deaconate should be involved in the termination of employees and investigating the surrounding circumstances. The Deaconate is there to aid the pastor and church in such matters.

7. The Deaconate should have been involved in the decision to terminate James based on allegations of James having an inappropriate relationship with Hannah Collier, who was a member of the church and sang in the Praise Team. In a matter such as the allegations against James by Charlotte Collier, who was the mother of Hannah Collier, and Hannah Collier, the Deaconate would have been in charge of the investigation. If the Deaconate were to investigate such accusations against James, then the investigation of the matter would have to be based on something other than mere hearsay. A thorough discussion with James would have been involved to present both sides of the story and get to the bottom of the issue. The Deaconate would have prayed over the matter for spiritual guidance.
8. To the best of my knowledge, if the church received any grievances against an employee or member of the church, then such a grievance was so isolated and rare. Not in all the years I was involved with the church was I ever aware of any grievance or incident involving an employee or member of the church to have legal implications. While grievances against an employee or member are permitted at the church, such an occurrence was so rare—especially an incident related to personnel problems.
9. Never has a church employee or member been accused of having an inappropriate relationship with another church employee or member to the best of my knowledge. And, to the best of my knowledge, the church does not have a history of incidents involving child molestation, adultery, or physical or sexual relations between a church employee and a member.
10. But, in this case, Laurel Shaler, who was the head of the Personnel Committee at the time James was fired by the church, deliberately bypassed the Deaconate in a godless manner. Laurel increasingly took control over more and more of the church to the point of appearing as if she ran the church. I would describe Laurel's personality as controlling, domineering, and manipulative. Here, Laurel overstepped her boundaries in this situation unquestionably. She defied the spiritual cornerstone of the church to appeal to the Christian faith regarding ghastly accusations against James. Barry just stood by and let Laurel trample over years of

church policy and procedure disrespecting the Deaconate and the Deaconate's role in the church. Their actions in this situation rendered the Deaconate as meaningless and contrary to the very foundation of this church and its organization. On something like this situation with James, the Deaconate is not supposed to be left in the dark. To me, Laurel does not inspire walking in the path of Christ that merits a leadership position in a place of worship. Instead, God played no part in what the Church did to James. The whole process was insensitive in and of itself.

11. After James was fired by Northgate Baptist Church, Linda Smith, who is the mother of Charlotte Collier and grandmother to Hannah Collier, called me stating that she wanted to straighten me out as to what happened with James being fired by the church because she knew that we, the Deaconate, were left out in the cold. Linda informed me that the church fired James because the church charged James with having an inappropriate relationship with Hannah.
12. Linda adopted and restated the church's reason to fire James for having an inappropriate relationship with Hannah as her own. Anyone who would hear such a statement would think that statement would be damaging to James's reputation.
13. In a church setting such as Northgate Baptist Church, and Linda's accusation of James having an inappropriate relationship with Hannah, the first thought that came to my mind hearing Linda's accusation is that Linda was accusing James of acting sexually inappropriate toward Hannah. Basically, my first impression of hearing "inappropriate relationship" means that sexual indiscretion between two people has taken place. To me, while the term "inappropriate relationship" may have different connotations based on the context of the situation, that term within the confines of the context of most situations clearly has a physical, emotional, touching, or sexual connotation between two individuals as is most commonly understood.
14. I emphasized that I could never imagine James having an inappropriate relationship with Hannah. The idea of James having a physical, emotional, romantic, touching, or sexual relationship of the sort with Hannah is unthinkable. The suggestion of James having a romantic or sexual relationship with Hannah is abhorrent if you truly knew James as a man of great character and a devout Christian.
15. When Charlotte and Hannah attended the church, I observed them around James. James had taken an interest in Hannah to help Hannah with her musical ability. Obviously, James mentoring someone in the Worship Team was not out of the ordinary when James was in charge of the music program at the church. I thought Hannah was an impressionistic young

girl with emotional issues. It was well known in the church that Hannah did not have a stable family unit and she was emotionally unstable.

16. Over time, I thought that Charlotte had feelings for James or a romantic attachment beyond a platonic friendship. It was obvious to me that James was oblivious to Charlotte pursuing James and that James did not reciprocate Charlotte's attempts. Charlotte's involvement in this situation seemed like that of a scorned woman.
17. I was outraged by the fact that James would be accused of having an inappropriate relationship with Hannah. Such an accusation is so serious and can utterly destroy a man let alone his reputation. The very idea is appalling. It makes me sick.
18. Essentially, the church excommunicated James and never gave James an opportunity to explain his side of the story as should have been done if the proper channels were used by the church. I see how this whole situation has been emotionally devastating for James. James got a raw deal. James should have had every opportunity to represent himself and defend himself in the face of such ghastly accusations never before heard of by this church as far as I am aware.
19. Greenville has a small-town kind of mentality. This situation at the church would make it difficult for James to get involved with another church in the same capacity as he was at Northgate Baptist Church.
20. This entire situation is terrible. I am at a loss as to how this situation got so out of hand. Everything about this situation runs contrary to the Christian doctrine. James was railroaded out of the church without the Deaconate having a say in it like a lamb left to the slaughter. This whole incident does not uphold to our Christian tenets. An injustice has been done to James and I don't want any part of it. Not long afterwards, I left the church.

[SIGNATURE PAGE TO FOLLOW]

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

April 30, 2020
Date

Roy H. Sabeen Sr.
Affiant Signature

Roy H. Sabeen Sr.
Affiant Printed Name

STATE OF South Carolina
COUNTY OF Greenville

I, PATRICK J. DANIELS, the undersigned Notary Public, do hereby affirm that the affiant personally appeared before me on the 30 day of APRIL 20 20, and signed the above Affidavit as the affiant's free and voluntary act and deed.



Patrick J. Daniels
NOTARY PUBLIC

My Commission Expires on: 12/07/26

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JAMES EARL TEGELER,

Plaintiff(s),

v.

**CHARLOTTE COLLIER, HANNAH ELIZABETH
COLLIER, NORTHGATE BAPTIST CHURCH,**

Defendant(s).

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

2020CP2301213

COMMON PLEAS CIVIL CASE NO.

AFFIDAVIT FOR

JAMES EARL TEGELER

(LEGAL NAME)

I, **JAMES EARL TEGELER**, having been duly sworn,

depose and say the following:

I am 18 years of age or older, of sound mind, and I give this affidavit on the basis of my personal knowledge of facts and circumstances concerning the matters described herein to the best of my knowledge. I reserve the right to make corrections, updates, or revisions as necessary.

1. I never had any opportunity to refute the affidavits, exhibits, or allegations, without any supporting evidence or affidavits, as presented by the opposing parties per the hearing in this case on April 18, 2020.
2. I have over 21 years of experience directing a choir and being a pianist. I also have training and extensive experience in youth ministry. I was employed by Northgate Baptist Church ("Church"). I was hired by the Church as a pianist on or around July 1, 2015, earning approximately \$250.00 per week. On or around June of 2016, the Church asked Plaintiff to take over the music program, earning an annual salary that was approximately \$33,800.00. During his employment with the Church, Plaintiff held the position of Worship Leader, Director of Music (including leadership of the Praise Team), and pianist for the congregation.
3. On or around June of 2017, I met Charlotte Collier, who is the mother of Hannah Collier and Ty Collier, through connections with the Church. On or around July of 2017, Linda Smith, who is the mother of Charlotte and grandmother to Hannah, asked me to recruit Hannah for her to sing at the Church. I interacted with Charlotte and Hannah Collier primarily from September of 2017 through March of 2018.
4. After Hannah joined the Praise Team at the Church around August or September of 2017, I helped Hannah with her music when singing in the Praise Team at the Church. On or around August or September of 2017, Hannah solicited me to become a mentor because she claimed her father was not very active in her life. After a while, Charlotte, Hannah, and Ty got involved in some of the social or family activities with my family and friends. Charlotte was typically around when Hannah was around me, including my son(s) and family friend(s). I did not see much of Charlotte or Hannah from January through February of 2018 because Charlotte was persistently trying to date me.
5. I was very clear up front setting the boundaries of my role as a mentor to Hannah for her to let me know that if for any reason she felt uncomfortable around me, then she needed to let me know (and I would

terminate the relationship). Hannah fully appreciated, understood, and consented to my expectations and boundaries. Exhibit A. At anytime, Hannah—as a legal adult—was free to terminate my mentorship of her for any reason, but she never once did so until Charlotte emailed me on or around March 12, 2018.

6. At my home in the fall of 2017, I had family friends and guests over for a party. My guests played paper ball tag. I created this indoor game for my sons that is basically a tag-you're-out game by throwing a crumpled wad of a glow-in-the-dark paper ball to hit another player and knock them out of the game (the last standing player wins). Others of all ages played in the game and had a ton of fun, including my sons and family friends. Hannah stayed behind the couch and won twice. She had a friend from U.S.C. Upstate with her too. Nothing “inappropriate” happened during that game. Hannah never raised any issues from that game. Exhibit B.
7. From that time through on or around March of 2018, Hannah began to treat me like a surrogate father figure as time passed and she did so in front of Charlotte. For example, Hannah asked to call me “dad” around October of 2017. Charlotte was happy that Hannah treated me as a surrogate father figure. My mentor relationship with Hannah was a two-way street. Hannah very much participated in treating me like a surrogate father of her own free will and volition being a legal adult. Hannah wanted me to be part of her life in the role of a surrogate father and help her make big decisions in her life. Exhibit C.
8. From that time through on or around March of 2018, the Church was aware of my mentorship of Hannah. In fact, Laurel Shaler, who was head of the personnel committee, expressed concern over Hannah’s dress attire because she believed that Hannah’s dress(es), skirt(s), or any of the above were too short and inappropriate in a place of worship when singing for the Church. Laurel expressed not having confidence to address the issue with Charlotte because she believed that Charlotte’s own dress attire was inappropriate in a place of worship. Dr. Barry Jimmerson, who was the pastor of the Church, then asked me to redirect Hannah’s dress attire when singing for the Church.
9. Hannah, including Charlotte, repeatedly stated that she did not have an issue with me, and she was fine with our surrogate father-daughter relationship. Exhibit D. Neither Charlotte nor Hannah questioned or complained about the nature of my mentorship of Hannah until I received an email for the first time on March 12, 2018, from Charlotte, of which. Craig T. Collier was also copied on the same email. Craig is Charlotte’s ex-husband and Hannah’s father.
10. During Christmas, I spoke with both Charlotte about giving Hannah Christmas money (by way of a traceable check) and gifts for the Collier family when Hannah sent me snapshots of her bank account and poor-mouthed about not having any money. Exhibit E. Hannah sent me a snapshot of my letting Craig know and he approved the same on Snapchat. Charlotte and Craig were both aware of my giving Hannah a check, and they never said anything to me about having a problem with the situation. It was clearly understood by Charlotte, Hannah, Craig, or any of the above that the money I gave to Hannah was specifically for the purpose of the Collier family giving gifts to one another and to the Tegeler family and friends at the Tegeler Christmas in 2017. Hannah and Charlotte said that was one of the best Christmas holidays they ever had.

11. After the Christmas Eve Service at the Church in December of 2017, Charlotte publicly kissed me on the cheek and gave me a full-frontal hug pressing her body against mine that made me uncomfortable—I felt violated. Then, Charlotte asked me out on a date several times afterward. Charlotte's attempts to date me made me feel uncomfortable. I rejected her attempts and did not reciprocate to Charlotte's interest in me.
12. On or around March 11, 2018, I hosted my son Alexander's birthday party at Olive Garden. Hannah had texted me prior to the party letting me know she didn't feel well. I responded essentially letting her know that she was not obligated to come if she didn't feel well. Exhibit F. I was sitting in between Charlotte and Hannah at the dinner table. Charlotte and Hannah were a very poor guests at Alexander's birthday party for the following reasons including, but not limited to, the following: (1) Hannah complained of wanting to vomit at the dinner table; (2) Hannah was completely silent staring at her plate or on her phone the entire time not talking to anyone, making the situation socially awkward; (3) I felt suffocated by both Charlotte and Hannah having to entertain them instead of being able to enjoy my son's birthday party; and, (4) Charlotte made me feel uncomfortable, especially with the provocative clothing that was more revealing than I cared to see.
13. Charlotte never said anything to Hannah being socially awkward, withdrawn, playing on her phone, or any of the above the entire time during my son's birthday party. Even others at the party thought Hannah was being rude, annoying, ungrateful, unpleasant, and socially awkward. I remember politely asking Hannah to put her phone down at the table saying something along the lines of: "If you feel good enough to text on your phone, then you should feel good enough to talk to us." Meaning, that Hannah should socialize with others at the party instead of being "plugged in" to her phone as a guest at my son's birthday party.
14. Hannah complained of not feeling well. If Hannah truly didn't feel well, then Charlotte and Hannah should not have come to the party. No one forced them to come. I remember saying something to the effect that if Hannah didn't feel good, then Hannah shouldn't feel obligated to stay at the party—I said the same thing earlier in my text messages to Hannah. Exhibit F. I was polite and never raised my voice. Hannah stormed off to the bathroom with Charlotte in tow in one of Hannah's classic mood swings. When Hannah returned, Hannah was also mad with Charlotte. Hannah ruined my son's birthday party by acting out, and Charlotte didn't do anything to redirect Hannah's behavior.
15. By this time, I found Charlotte and Hannah's behavior embarrassing for themselves in front of my family and created unnecessary drama in my life in a toxic way. I no longer wanted my sons to feel alienated because of Charlotte and Hannah trying to take the spotlight away from my own family. By then, I felt and realized that Charlotte and Hannah wanted to create a surrogate family unit with me at the expense of alienating my sons.
16. On or around March 12, 2018, Charlotte terminated my mentorship of Hannah with Craig T. Collier on the email. Charlotte was referring to some examples of alleged incidents from month(s) ago brought up for the first time that were absolutely baseless and untrue. Charlotte was there for some of these alleged incidents. Specifically, Charlotte accused me of:

Your words to her at lunch yesterday were completely out of line. And we cannot allow Hannah to be treated that way a moment longer. Especially since it is not an isolated incident. I am aware of issues that occurred at Ty's birthday party, a lengthy discussion last week, something that happened at paper ball tag, and several others that you never wanted Hannah to discuss with me Exhibit G.

17. I responded to Craig and Charlotte that I did not feel that my relationship with Hannah was inappropriate. Then, I responded to Charlotte directly and rigorously disputed her accusations of me and her allegations of my treatment of Hannah. Exhibit G.
18. My mentorship of Hannah went on for around six (6) or seven (7) months, of which Charlotte was typically around and involved during that time. I even showed Charlotte some text messages between me and Hannah during that time, and Charlotte said she thought it was cute. If Charlotte and Hannah truly had an issue, then they are grown women and legal adults who can approach the issue with me like mature adults or just stop having anything to do with me at any time. But, neither of them did that before I got Charlotte's email on or around March 12, 2018. No one forced Charlotte or Hannah to have anything to do with me. If Charlotte and Hannah truly had an issue with me, then they did not need to come to my son's birthday party. Charlotte and Hannah both interacted with me in a consensual manner.
19. Charlotte and Hannah reported me as having an "inappropriate relationship" with Hannah to the Church on or around March 12, 2018. When Charlotte and Hannah accused me of having an "inappropriate relationship" with Hannah, even Barry thought I was being accused by Charlotte and Hannah per the stigma of an older man engaging in sexual activity with a minor and questioned Hannah accordingly. Neither Charlotte nor Hannah really liked Barry as a pastor or viewed Barry as their pastor. Exhibit D. Charlotte and Hannah usually left before the sermon during Church services. Charlotte and Hannah specifically went to Barry for the purpose of complaining about me to my supervisor.
20. Both Hannah and Charlotte had the maturity and full wherewithal to appreciate the enormity of their accusation for "inappropriate relationship" against me and the way that said accusation would be understood by others per the stigma of an older man engaging in sexual activity with a minor. Specifically, Hannah was particular in her use of words, she enjoyed wordplay, and she enjoyed using her father's status in law enforcement to retaliate cruelly against other men. Exhibit H.
21. On or around August 18, 2020, the attorney for Charlotte accused me of being a predator toward Hannah in the courtroom. Such a characterization of me is wildly inappropriate and uncalled for when no such crime of being a sexual predator occurred. Clearly, Charlotte and Hannah meant to paint me in the light as a sexual predator when reporting me to the Church perpetuating the stigma of an older man sexually assaulting an underage minor. Such a statement of being a (sexual) predator leaves no room to the imagination as to the meaning of "inappropriate relationship" that was meant to crucify me regarding my fitness in my profession as a musician, music director, and minister in the Baptist church. Such characterization was wholly unnecessary and unthinkable.
22. On or around March 13, 2018, I informed Barry and other staff with the Church that my mentorship of Hannah was terminated. I showed Barry the text message from Hannah on December 31, 2017, showing a

stark contrast from the holidays to March 12, 2018. Exhibit D. Barry never expressed any concern to me at that time.

23. On or around March 14, 2018, Barry and Laurel approached me. Barry had discussed with me that Craig had called to complain about me to him. Barry relayed his conversation with Charlotte and Hannah earlier that week, Charlotte and Hannah's accusation of me having an inappropriate relationship with Hannah, and Barry's line of questioning of a romantic or sexual nature between Hannah and myself. I was floored.
24. I showed Barry and Laurel the text message again refuting that anything romantic or sexual occurred between myself and Hannah. The text message clearly conveyed Hannah seeing me in the light of a surrogate father figure. Barry made the comment that he did not think my relationship with Hannah was inappropriate. Laurel made a snide, presumptuous comment that she thought the text message from Hannah to me was inappropriate without any frame of reference and completely out of context. That was the last conversation I had with either of them had before the Church fired me on April 10, 2018.
25. Charlotte and Hannah's accusation to the Church, and my supervisor Barry, made me severely distressed. I couldn't believe they would accuse me of having a sexual or romantic relationship with Hannah—because, that is how the Church, and my supervisor, perceived their accusation of me. I felt betrayed. No one informed me that I was subject to an investigation because of Charlotte and Hannah's accusation. No one questioned me further to challenge such an accusation. I was never disciplined for this situation before I was fired from the Church. I was never quarantined by the Church before I was fired.
26. On or around April 10, 2018, the Church forced me to resign. I went into Barry's office for a staff meeting only to find Barry, Laurel, and Warren Peden, who was just a member of the Church. Warren had no involvement as my supervisor or active in the personnel committee. As far as I knew, Warren was there for security purposes being a large man that towers over me. And, Warren was in the Worship Team that I was responsible for directing. As soon as I walked into that room, the door locked behind me. As I was taking my seat in between Barry and Warren, Barry and Warren just hammered me left and right with insults and shaming me for having anything to do with "young girls" in the Church. I remember Warren or Barry saying something along the lines of: "I can't believe you would do something like this!" and "How could you?!" They were yelling at me. Warren's face was beet red. I was in shock.
27. Laurel sat in front of me. She did nothing to stop Barry and Warren's onslaught of verbal diarrhea. Laurel and Barry portrayed Hannah as a child in the eyes of the Church. She then accused me of having "inappropriate contact" with young girl(s) in the Church. Laurel offered no explanation as to what she meant by the phrase "inappropriate contact." I felt sick to my stomach when I heard her accusation. I immediately thought Laurel was accusing me of either forcing nonconsensual physical touching onto young, underage girls, sexually assaulting young, underage girls in the Church, or any of the above.
28. Laurel mentioned two examples of texting Kelsey Todd during service and asking young girl(s) to go on a trip to New York City. Laurel also commented that my mentorship of Hannah was inappropriate from the beginning. Then, Laurel talked about parishioners who would leave the Church if I was not fired. That explanation was the extent and detail of Laurel's so-called "investigation" unquestioned by Barry or Warren.

29. Each time I tried to open my mouth, or try and finish a sentence, either Barry, Warren, or both would interrupt me and put me down. I couldn't even defend myself in Laurel's one-way monologue talking down to me. Kelsey, who was a legal adult, ran the sound board in the balcony with me during worship services. I had to coordinate the music program with her during services. That accusation was baseless. Exhibit I. But, asking young girl(s) to go on a trip to New York City like I am trying to arrange a romantic get-away was a grossly inaccurate portrayal of the situation. My trip to New York City was a family trip with my son Andrew and his childhood best friend Josie Allen. I never invited Hannah on that trip.
30. But, Laurel accusing me that my entire mentorship of Hannah was inappropriate from the beginning was sickening. Barry and Laurel knew about my mentorship of Hannah from the beginning and never said anything. Warren was in the Worship Team and often passing through during the Praise Team practices.. Warren would have been able to see Charlotte and Hannah when they came to practices. Barry had already told me that Hannah denied any romantic or sexual involvement with me. Barry had already said in front of Laurel that he didn't think the text message from Hannah to me was inappropriate. Essentially, Laurel was accusing me of forcing nonconsensual physical touching onto Hannah as if she were a minor, sexually assaulting Hannah as if she were a minor, or any of the above. I felt like I had walked into a nightmare. I was blindsided, floored, shocked, and in disbelief that anyone could be so cruel to accuse me physically touching young girls without their consent or sexually assaulting young girls—especially Hannah.
31. Laurel then presented to me with the Separation Agreement and Release of Claims ("Agreement"). She started talking about the separation amount, which we discussed changing to approximately two months severance pay. Laurel also discussed that the details of this meeting would be kept confidential by all in the room. I was feeling overwhelmed. I told Laurel that I wanted to leave and continue this meeting at another time. Laurel told me that I could not leave the premises without signing the Agreement. Warren was sitting closest to the door. I felt scared that, if I tried to leave, then Warren would physically stop me.
32. I felt overcome by not having the freedom to leave the room and take time to review the Agreement when I wasn't so emotionally overwhelmed. I began crying. I am not the kind of man to cry before my employer or supervisor in a professional setting. For me to cry in a situation like this, something is very wrong and I am emotionally overwhelmed and devastated. I really lost my mind when Barry then chimed in and threatened me. Barry threatened me that, if I did not sign the Agreement then and there, then he would place me before the congregation for the congregation to vote whether to fire me from my job for having "inappropriate contact" with young girl(s) in the congregation. That threat to expose me as if I am some sexual predator before the congregation was the straw that broke the camel's back for me.
33. After that, I was not in my right mind. I don't really remember much after that point but going through the motions. When I finally was allowed to leave the room, I sat down on a chair next to the Church secretary Tina Speakman. I was literally shaking so badly and still crying. The emotional distress from when the Church fired me was worse than when I lost my wife to cancer being a grieving widower and having lost the love of my life for over 24 years. Anyone who knew me would have known that my emotional state during and after the termination meeting was abnormal and highly uncharacteristic for me.

34. The next day, I confronted Warren about disclosing the details of the termination meeting publicly to singers in the Worship Team. Exhibit J.
35. The Church used Charlotte and Hannah's accusation as a pretext to of having inappropriate contact with young girl(s) in the congregation in efforts to cut payroll costs for the Church's multi-million-dollar fundraising campaign to renovate the church aesthetically.
36. Later, members of the community reached out to me and let me know Linda Smith was dragging my name through the mud as having an "inappropriate relationship" with Hannah in wildfire gossip.
37. Generally speaking, when I hear the term "inappropriate relationship," I think the term means something romantic or sexual occurred between two people. Generally speaking, when I hear the term "inappropriate contact," I think the term means physically or sexually touching someone without that person's consent like a child molester, rapist, or any form of sexual assault or sexual harassment. In this context, it is clear that Charlotte and Hannah accused me of being a sexual predator toward Hannah—or a crime—when nothing of the sort happened. When I was fired, Laurel failed to explain what inappropriate contact meant before Barry and Warren. Both Barry and Warren were clearly incensed as if I was a sexual predator toward young girl(s) in the Church. I was fired because of hearsay and a stigma—not because of the truth or facts.
38. I never wanted sex with Hannah.
39. I never had sex with Hannah.
40. I never had romantic feelings toward Hannah.
41. I never believed that Hannah wanted to have sex with me.
42. I never believed that Hannah had romantic feelings toward me.
43. Hannah admitted that she never had sex with me.
44. Hannah admitted that she never had romantic feelings toward me.
45. Hannah admitted that she never believed that I had romantic feelings toward her.
46. At all times, Hannah was a legal adult.
47. I am not the stigma of an older man having sex with an underage minor.
48. I am not a sexual predator.
49. I have not committed a crime toward Hannah.
50. I believed that Charlotte had romantic feelings toward me.
51. Hannah cannot condemn me without condemning herself. Hannah solicited me and consented to treating me like a surrogate father figure—right in front of Charlotte. Charlotte cannot condemn me without condemning herself or her daughter Hannah. Charlotte tried to date me. Charlotte was there when Hannah was around me. Charlotte was happy about Hannah treating me like a surrogate father.
52. At no point and time did Charlotte or Hannah tell me to stop contacting them or that there was an issue with me until I received an email from Charlotte on or around March 12, 2018. Before then, nothing—nothing was said by Charlotte or Hannah over a period of around seven (7) months. Certainly, Charlotte and Hannah never described my mentorship of Hannah as an inappropriate relationship beforehand. At no point were the interactions between myself and Hannah ever perceived by myself, Hannah, or Charlotte as

anything outside the context of a mentorship relationship between myself and Hannah, a surrogate father-daughter relationship between myself and Hannah (approved of by Charlotte), or any of the above.

53. By going to my supervisor Barry, Charlotte and Hannah knew that their portrayal of me to the Church would be presented out of context for the ulterior motive of retaliating against me. Because I was not interested in Charlotte, Charlotte and Hannah were upset that they wouldn't get their fantasy surrogate family unit through using and taking advantage of me. Charlotte and Hannah knew that such an accusation would destroy my reputation, hurt my chances for current and future employment, and emotionally devastate me.
54. One of the biggest ironies is that one of the devil's favorite playground is within the four walls of a church that manifested in the way Charlotte, Hannah, Barry, Laurel, and Warren handled this situation with me; this situation of my being accused of having an "inappropriate relationship" with Hannah, being a "predator" toward Hannah, or having "inappropriate contact" with young girl(s) in the Church by Charlotte, Hannah, Barry, Laurel, Warren, or any of the above had nothing to do with God or the Christian faith.
55. I was a broken man after I was fired from the Church because of Charlotte and Hannah. Their turn of the phrase "inappropriate relationship" traced all the way to the day I was terminated coming right out of Laurel's mouth and later Linda Smith's mouth. I lost my wages from the Church. My means of worship through music was corrupted by baseless accusations. I was depressed and sought counseling. I didn't play the piano for almost a year. My sons have been affected detrimentally because of this situation—both financially and emotionally. It took me around 2 years before I could find work again just as a pianist in another church. I do not deserve what Charlotte, Hannah, and the Church did to me.
56. I am innocent, and I deserve to have my name cleared.

I SWEAR OR AFFIRM THAT THE ABOVE AND FOREGOING REPRESENTATIONS ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

8-27-20

Date

James E. Tegeler

Affiant Signature

James E. Tegeler

Affiant Printed Name

STATE OF

South Carolina

COUNTY OF

Greenville

I, Christopher Manchester, the undersigned Notary Public, do hereby affirm that the affiant personally appeared before me on the 27 day of August, 2020, and signed the above Affidavit as the affiant's free and voluntary act and deed.



Christopher Manchester

NOTARY PUBLIC

My Commission Expires on:

My Commission Expires
October 11, 2027

EXHIBIT A

Edit

Messages



< 9

HC
Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

Thank you. I have those occasionally

Like ALL the time 🤔

Oh whatever



Why do you get to whatever me and I can't whatever you?! 🤔🤔🤔🤔

Because I'm the sassy teenager. Duh

What?

I smiled at your comment 😊

Why

Because it makes sense and has some humor mixed in and I thoroughly enjoyed the comment

And that's the way it's supposed to be. 🤔

I'm going to go outside for a bit. I'll text you when I come back in 😊

Okay have fun !

Always! 🤔

Sat, Sep 2, 6:55 PM

Hey Jamie

Hey. I'm back

I see that

Lol. Is that a joke?

The green

I don't know but it makes me sad. Why would someone do that?

I figured out another reason why I've probably been so weak

Why is that?



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Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

I've lost too much weight too quickly.

I wasn't trying to. But it happened.

I was 156.ish last Sunday, and I'm 148.ish today.

I'll be honest... as I always am... you're gonna lose weight with the walking you're gonna do. You have to make yourself eat at sane eating times to keep that from happening.

It's because of exercise. So you must replenish your body.

I haven't felt well enough to eat. Especially yesterday and today.

Well that's prob because of your metabolism.

So that should get better, you think?

I hope so.

Cuz this is unhealthy

I'm gonna bug you to eat.

Not that it'll do any good.

B

I'm not doing it on purpose James.

BU

I

Do you know?

however I'm still gonna remind you.

So don't get agitated at me.

Just kind reminders.

Or more like asking.

Or pleading.

Begging.



I know you're not.

But if it were me you'd bug me constantly.

Okay it'll prob be more like encouragement.

Cause' that's what I do.



iMessage



B

BU

I

however

So

Just

Or

Or

Begging

I

But

Okay

Cause'

Edit

Messages

HC
Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

Cause' that's what I r

Sorry. It's not easy to eat when I'm nauseous. I'm hoping that'll get better soon. I wasn't trying to be snippy. I'm sorry

You being snippy at me



I was.

A little.

It's ok.

You're allowed

No, I'm not.

Yes you are 😊😊. First you don't feel good. Second you're tired. Third it doesn't matter bc I'll understand and accept you regardless.

That's not an excuse to be a jerk

But okay

No but you weren't being a jerk

I was in my head 😊

I'm not making excuses for you but if you don't feel well you're going to naturally get irritated quickly

Yea. I really just felt bad.



Don't think about it anymore.

Yes sir

Sometimes you may think you'd feel better if someone would snap back at you but that's not how I am. I never have been because it doesn't make sense. I understand girls feel bad sometimes and can't always control it. And sometimes girls may snap at you just because of their hormone changes. That's how God made you. We're not supposed understand women were supposed to accept them and be kind to them. Period 😊

Sorry for another book. That's probably an irritant itself 😊

No. I like books. Thank you. I'm sorry



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Edit

Messages



< 9

HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

No, I like books. Thank you. I'm sorry

It's all good Hannah!
Did you rest any?

Yes sir. I slept from the time I got here to 7ish

Niece

Hahah

Niece

Yea. So that was nice

I'm eating soup

That's good

Yes

I'm actually eating rotisserie chicken breast and sweet potato

Yum

And spinach

Do you spend a lot of time with your boys?

Not as much anymore because where they have their own lives now sorta. We had them really young so in later teenage years you want more time around friends. They have good friends so that makes me happy. We do still spend time together just not like when they were 10 😊

Yea

And it's okay. I understand that. We have a lot of respect for each other and a very calm and fun household

Yea

Both had to grow up really fast so that has matured them far beyond their years

Yes

That's hard

And I earn peoples trust. Like Josie's mom is excited that she's going to New York City with me and Andrew. Plus I'm taking a couple other friends. Josie is 17. Normally that would be weird but people who know me well understand know what I'm all



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Edit

Messages

HC
Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

And I earn peoples trust. Like Josie's mom is excited that she's going to New York City with me and Andrew. Plus I'm taking a couple other friends. Josie is 17. Normally that would be weird but people who know me well understand know what I'm all about. And that makes me feel really good. I love earning people's trust. I don't try to impress people I don't put on front I just get out of the way and let God use me in every area of my life. 😊

Well I'm talkative this evening



I'm going to play the piano in a minute. We need to sing together sometime

That's true. That's what my daddy would think, maybe that's why I was anxious at dinner.

Enjoy your piano. And I agree

You weren't anxious today were you

Not really

Good. Honestly I would be a little worried if you were anxious all. I happy about that.

Werer

Why would you be worried if I wasn't anxious?

Because you need to be careful

And you are a good judge of character

I'm glad you feel that way. I felt guilty about not completely trusting you. But I just have a hard time

Girl I understand. Maybe this will help... see sometimes I get anxious too. I really have to trust someone to do what I've done with you. I mean you could ruin my life with a single word, so I put a lot of trust in you also. I've spent a lifetime building my music ministry and my business and I don't want that ruined, so I understand what you mean. Not totally in the same way but I do somewhat 😊

I don't want you to trust me right away. I want you to be careful. I want you to be protected.

And I hope that's not true about the river because that's really green 🌿

You wouldn't do anything to hurt me, right? I don't think you would. People would think it's weird that we're so close. I know you don't care what people think. But



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Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

You wouldn't do anything to hurt me, right? I don't think you would. People would think it's weird that we're so close. I know you don't care what people think. But.

And in other words. I trust you 100%

I hope it's not true either.

And you don't. But it's okay

I do. Absolutely do. And Hannah, I'll never hurt you in any form. Physically mentally emotionally spiritually. I'm here to build you up and help your life not detract from it. I mean that with all my heart and every fiber of my soul 😊

I'm here to see you smile. To laugh and to enjoy life. To go for your dreams and to surpass them!!!!

Why?

I don't mean that in a bad way. But why?

First because that's just how I am with everyone that knows me. Secondly I connect with you well. I prayed a lot about it and I know God caused our paths to cross for some reason. And it helps both of us. I've told you that before 😊

I care about you therefore I want to see you meet and surpass your dreams.

I know. But what is this supposed to be? And what did you pray for

I don't know who you hang around but I guess maybe I'm just totally different from most people because that's how I've been my whole life. It's how my dad is too

I have no idea what it's supposed to be. And I'm not going to question God. I'm just going to take today and make it the best I can and not worry about the rest

I feel like your big brother and when you need somebody talk to I'm here. You know that 😊

What do you think the answer is?

I know you like to plan things and figure things out and see your pathway clearly. But sometimes you just have to take one step at a time and see where God leads you

I've just been hurt before. There's always a motive. And I just don't know. I need a plan.

I have no motive

You really do feel like I'm your sister?



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Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

I have no motives

You really do feel like I'm your sister?

Actually I do. To see you become the best you can be

Is that hard to understand

It can be if you've been hurt

Yes.

I'm sorry. It's not as if I'm not trying. But it's really really hard

Don't really know how to answer that. I feel like you're my best friend and I know it's crazy but I have no motives. You'll see.

We spent a lot of time together the last few days so it's natural to have fears and questions

Ok let's start with this... what does it feel like when I'm around

I can promise you I'm not going to be a distraction in your life. you ever think that please let me know.

Well. I'm conflicted. You say first.

So I know what you mean by the question?

What I mean is are you happy, are you scared, are you confused, are you conflicted?

Does it improve your life when I'm around

Yes to all. Which is my problem.



Look at it this way, you sing on the worship team and we worship together. We have a friendship and I help you because I know how stressful your life is. To me that's not that complicated

You're thinking too much

I've only ever had one friendship like the one I have with you and it was with a girl my age. Is it unreasonable for me to be conflicted?

I know if someone improves my life I want to be around them.

I tend to overthink things. And I don't want to lose you as my friend. I'm just still processing this friendship

Forget age for a minute. Sometimes you just have to have



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Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

Forget age for a minute. Sometimes you just have to have friends you relate to.

I'm sorry.

It's fine 😊

I over complicate things.

And that's ok

It's not okay. I do not like myself for this.

Follow your heart. If I improve your life then I don't let it scare you.

Easier said than done.

I don't have to hang around you if it confuses you

You didn't realize that I was such a nutcase.

Haha

I'm being serious.

You're just fine

That's the thing though!! I do like to spend time with you! I'm happy around you. But I'm also still processing my thoughts and trying to handle my feelings.

With what you've been through I totally understand why you're having these feelings. I'm here to be your friend. I am here to be a positive influence on your life.

It's difficult for me.

Here's what I think is happening in your mind, you really opened up and shared your past with me and now you kind of feel vulnerable. Do you think that's it? Bc if so it'll pass

Life is confusing and it'll always be confusing. Ask yourself this question. Is your life better when I'm in it or not and go with that. Sometimes you have to look the fear in the face and say stay out of the way. Take some time and process this. I'm never gonna force friendship on anyone. But I really enjoy you being my friend. And I really enjoy your contribution to our worship

You have several years to digest your life and figure out what's best for you. You can't do it in one week. Remember that

If I was a bad person, I've had every opportunity to be a bad person. I think it's pretty safe to assume I am as advertised 😊



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Edit

Messages



HC
Hannah

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HC Hannah Collier 3/11/18
I think I'll feel a little better by lunchtim...

If I was a bad person, I've had every opportunity to be a bad person. I think it's pretty safe to assume I am as advertised

Yes. I'm uncomfortable with myself, making me uncomfortable with you. Because the last time I shared this with someone, I got kind of beat down. And you do so much for me, and nobody really does that. Except for my own family. But you just do it. We just got so close so fast. Obviously we're great friends. And obviously that'll be it, because anything else would be inappropriate. AND I KNOW THAT YOU KNOW THIS. I do. But people have tried to take advantage of me in the past like that after I share myself. And I'm damaged.

I know you're an amazing person Jamie.

But I haven't and I won't. I can only apologize for what they've done to you. But it's not me that did it to you. Remember that

I'm so thankful for you being in my life.

You are not damaged. You are an amazing person

I'm sorry that I'm messed up. But I'm working on it.

I promise.

I'm sorry if I messed it up Jamie.

You haven't messed anything up

Remember. Sometimes females don't even understand themselves. That's how God made you.

Sometimes guys don't either... but I get your point. I just feel bad. Like, in my heart. Do you think I'm crazy?

Remember I don't judge. You will see. I know it feels weird. I know sometimes I might seem too good to be true. I'm certain not. I'm a follower of Christ and He controls and rules my life and my decisions and my actions.. Look what my life has been through. That has totally changed me and made me focused on others. I shared that with you last night 😊

I know.

No you're not crazy.
I'm

I'm what?

Seriously tho we understand each other

I think that's what it is and we're pretty much alike in a lot of things



iMessage



Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

Ollie looks cute. That's a lot to process right now. I really appreciate your honesty. I also really appreciate your friendship. I was completely shocked when I read what you said about romance and whatnot. I've seen you as a father figure. My own daddy can't be here to take care of me, and you've done fatherly things. Buying me an umbrella, supporting me at my audition, etc. This puts a bit of stress on me, because I don't want things to be awkward between us. Honestly, I don't know what to do or say. I don't want to feel uncomfortable around you. I think you're a great person. I feel really awkward right now, which I know was not your intention. That's kind of where I'm at right now. I don't have any other words right now.

Fri, Sep 8, 6:19 PM

And I've seen myself as a father figure to you. I haven't felt anything else except friendship toward you. I know that no one will ever replace your daddy. But I knew me being in your life may help a little with that. 😊 Plus I'm a thoughtful person. I just want you to be yourself and I hope you can 😊 I didn't know what you were feeling, and I just was guessing to try to ease your mind because you asked me point blank last week what my motive was. Therefore I felt I owed you an explanation. My motive is friendship because you help me too. 😊

Thank you for explaining.

You're not the first person I've been a father figure to. I could give you a list of ppl whom I've helped... who either lost their father, didn't have a father, or were away from him. It's so cool to see how their lives were changed. One in particular is now happily married. Not a week goes by that her mother doesn't send me a message to thank me for what I did for her. Do you realize when she was 16 her mother drove her here from Virginia to stay for almost a week to spend time with me and the boys? Her mom told me that changed her life because she got to see how real families should spend time together and do things together and have fun. That's it. I was like I was helping people before you came into my life and I'm always going to be that way. Also, when I mentioned the word romance, I was solely talking about myself and my life. I wasn't talking about you and I. I was just telling you that that was not my motive since you asked me several times last Saturday night what my motive was. I hope you didn't misunderstand that.

That's really how it came across, and it made your motives even more unclear to me. I understand now, though. I think. I know you help people, and it's great.

So you thought I had romantic feelings for you? How could you ascertain this? So I'm a little shocked now. Please keep in mind, I've never done anything except help you. Those thoughts have never once entered my mind. Never. They never would. I'm not sure why you would feel uncomfortable if you view me as a father figure. And here's how well I know you. And this is kinda funny... I knew yesterday that you would not come Saturday bc I knew you'd feel like this today. It's how you are bc of what



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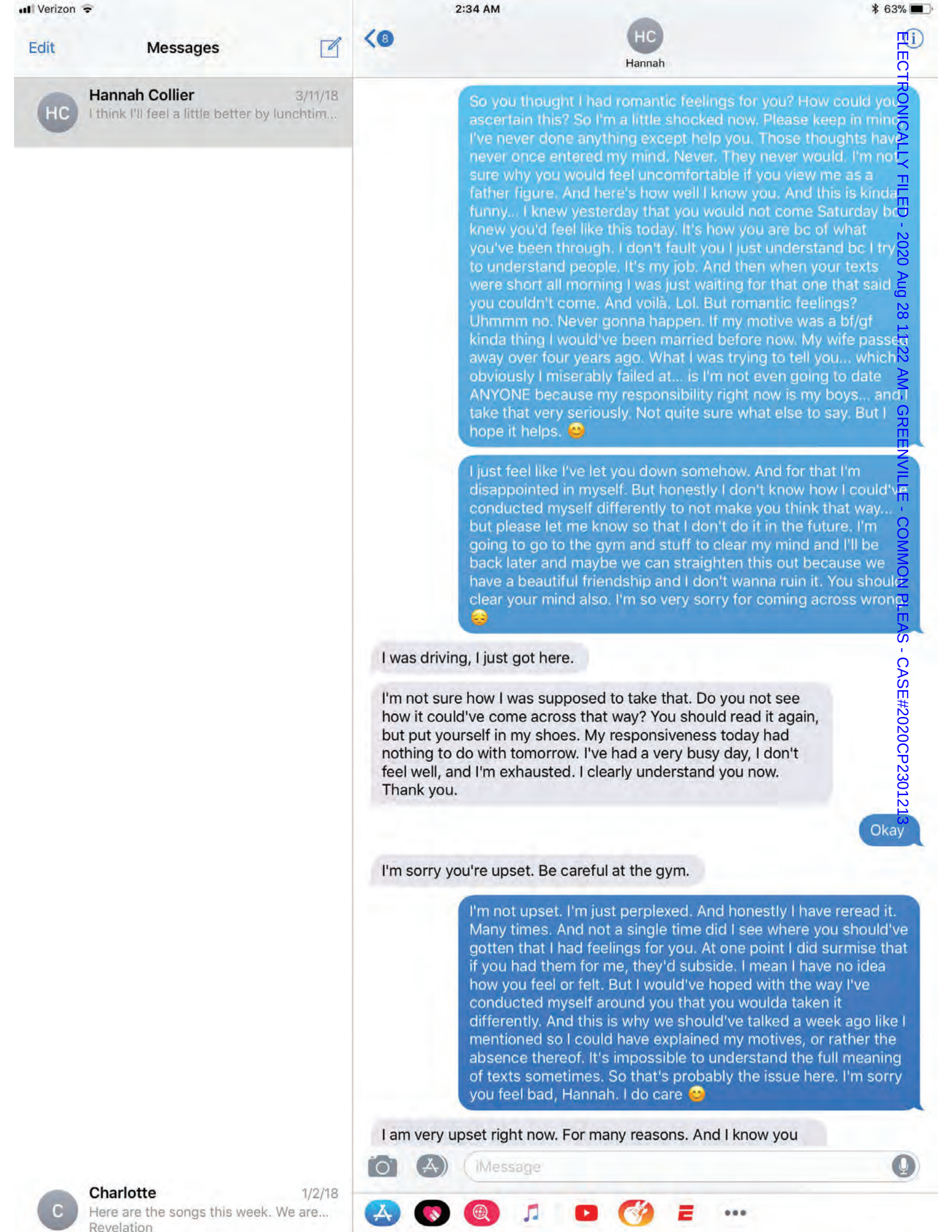
C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation





Edit

Messages



HC
Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

So you thought I had romantic feelings for you? How could you ascertain this? So I'm a little shocked now. Please keep in mind I've never done anything except help you. Those thoughts have never once entered my mind. Never. They never would. I'm not sure why you would feel uncomfortable if you view me as a father figure. And here's how well I know you. And this is kinda funny... I knew yesterday that you would not come Saturday bc I knew you'd feel like this today. It's how you are bc of what you've been through. I don't fault you I just understand bc I try to understand people. It's my job. And then when your texts were short all morning I was just waiting for that one that said you couldn't come. And voilà. Lol. But romantic feelings? Uhmmm no. Never gonna happen. If my motive was a bf/gf kinda thing I would've been married before now. My wife passed away over four years ago. What I was trying to tell you... which obviously I miserably failed at... is I'm not even going to date ANYONE because my responsibility right now is my boys... and I take that very seriously. Not quite sure what else to say. But I hope it helps. 😊

I just feel like I've let you down somehow. And for that I'm disappointed in myself. But honestly I don't know how I could've conducted myself differently to not make you think that way... but please let me know so that I don't do it in the future. I'm going to go to the gym and stuff to clear my mind and I'll be back later and maybe we can straighten this out because we have a beautiful friendship and I don't wanna ruin it. You should clear your mind also. I'm so very sorry for coming across wrong. 😞

I was driving, I just got here.

I'm not sure how I was supposed to take that. Do you not see how it could've come across that way? You should read it again, but put yourself in my shoes. My responsiveness today had nothing to do with tomorrow. I've had a very busy day, I don't feel well, and I'm exhausted. I clearly understand you now. Thank you.

Okay

I'm sorry you're upset. Be careful at the gym.

I'm not upset. I'm just perplexed. And honestly I have reread it. Many times. And not a single time did I see where you should've gotten that I had feelings for you. At one point I did surmise that if you had them for me, they'd subside. I mean I have no idea how you feel or felt. But I would've hoped with the way I've conducted myself around you that you woulda taken it differently. And this is why we should've talked a week ago like I mentioned so I could have explained my motives, or rather the absence thereof. It's impossible to understand the full meaning of texts sometimes. So that's probably the issue here. I'm sorry you feel bad, Hannah. I do care 😊

I am very upset right now. For many reasons. And I know you



iMessage



C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation



Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

I am very upset right now. For many reasons. And I know you care. I do too. That's the way it seemed to me, whether you meant it or not (obviously not). I realize that that's not actually how it is, and I was wrong. Which happens. I'm sorry. You have to understand that I don't spend time with people. I don't. So I didn't know how else I would've taken it. I do now. I was wrong. And I feel like an idiot. I knew that you wouldn't feel that way, but from what you said I thought that's what you were saying. And I was confused. But I get it now. I get it. I'm sorry I didn't understand it earlier.

It's okay Hannah. 😊. This stuff happens. I mean sometimes guys don't know how to word things and I obviously didn't. And especially since I don't have a female perspective to rely on, it's difficult for me to understand what it's like to be in your shoes. Remember I told you I'm not perfect. Well now you know for sure. 😊 I'm still learning every day. Last thing I'd ever wanna do is hurt you. Get feeling better. Clear your mind and let's start fresh! 😊

Okay. Thanks.

Fri, Sep 8, 9:18 PM

Are your boys coming Sunday?

I'm not sure if Andrew has to work yet or not. But Alexander said he was coming. I invited both Josie and Alexander's girlfriend to come over tomorrow so I'll see if his girlfriend can come Sunday too. 😊 I would like to be able to recognize him for the video. It always brings tears to my eyes when they come to church because I'm so proud of them

That's so nice. Hopefully they can all come.

Josie won't. She helps with a class at Newspring

Oh okay

That's nice of her.

Yes. I'd like you to meet her sometime. She's like a member of the family.

That'd be great.

Alexander has been building computers piece by piece since he was like 10 years old. No kidding. It amazes me

That's impressive

Did you see my announcement about Sunday on Facebook?



iMessage



C

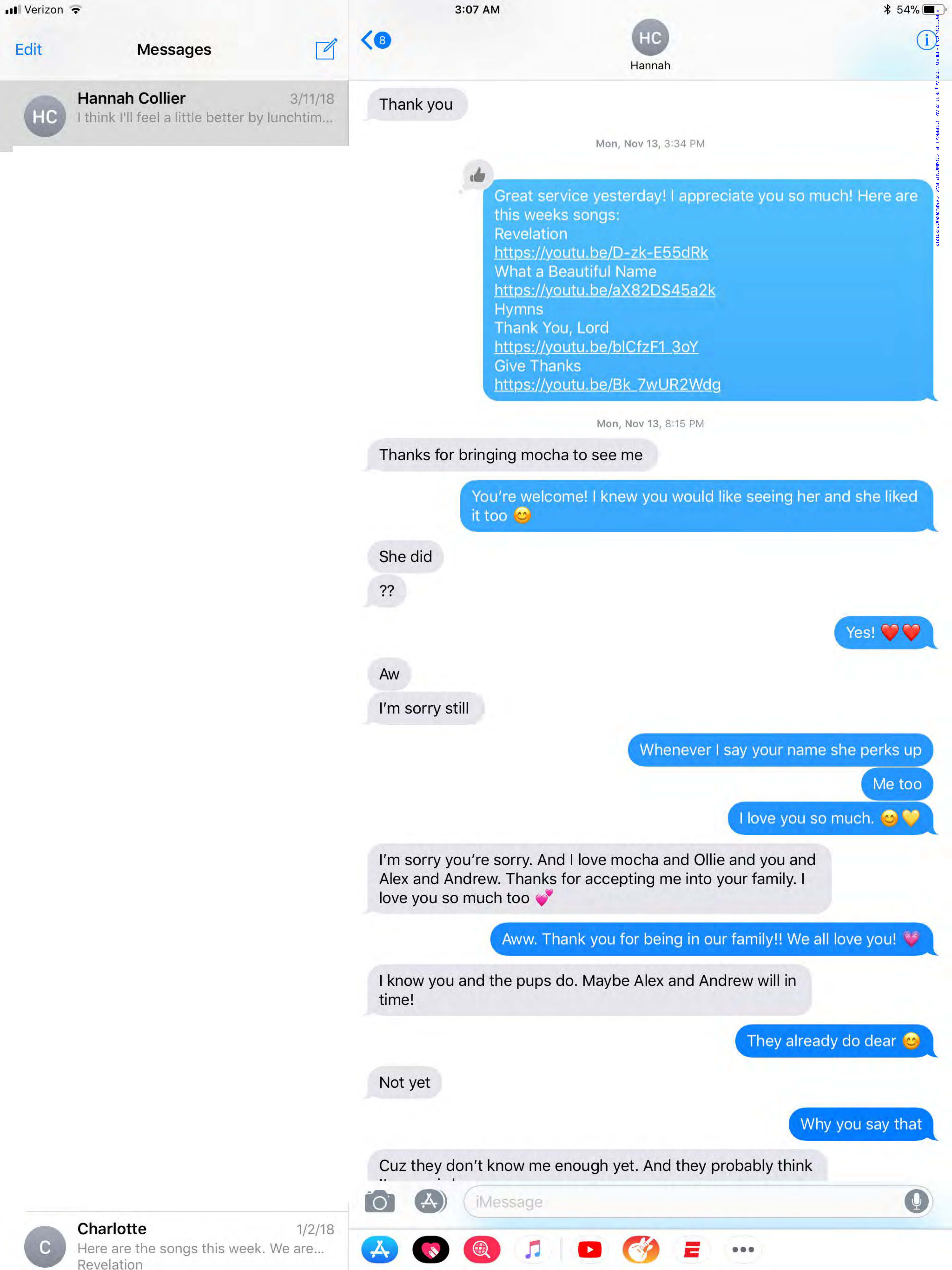
Charlotte

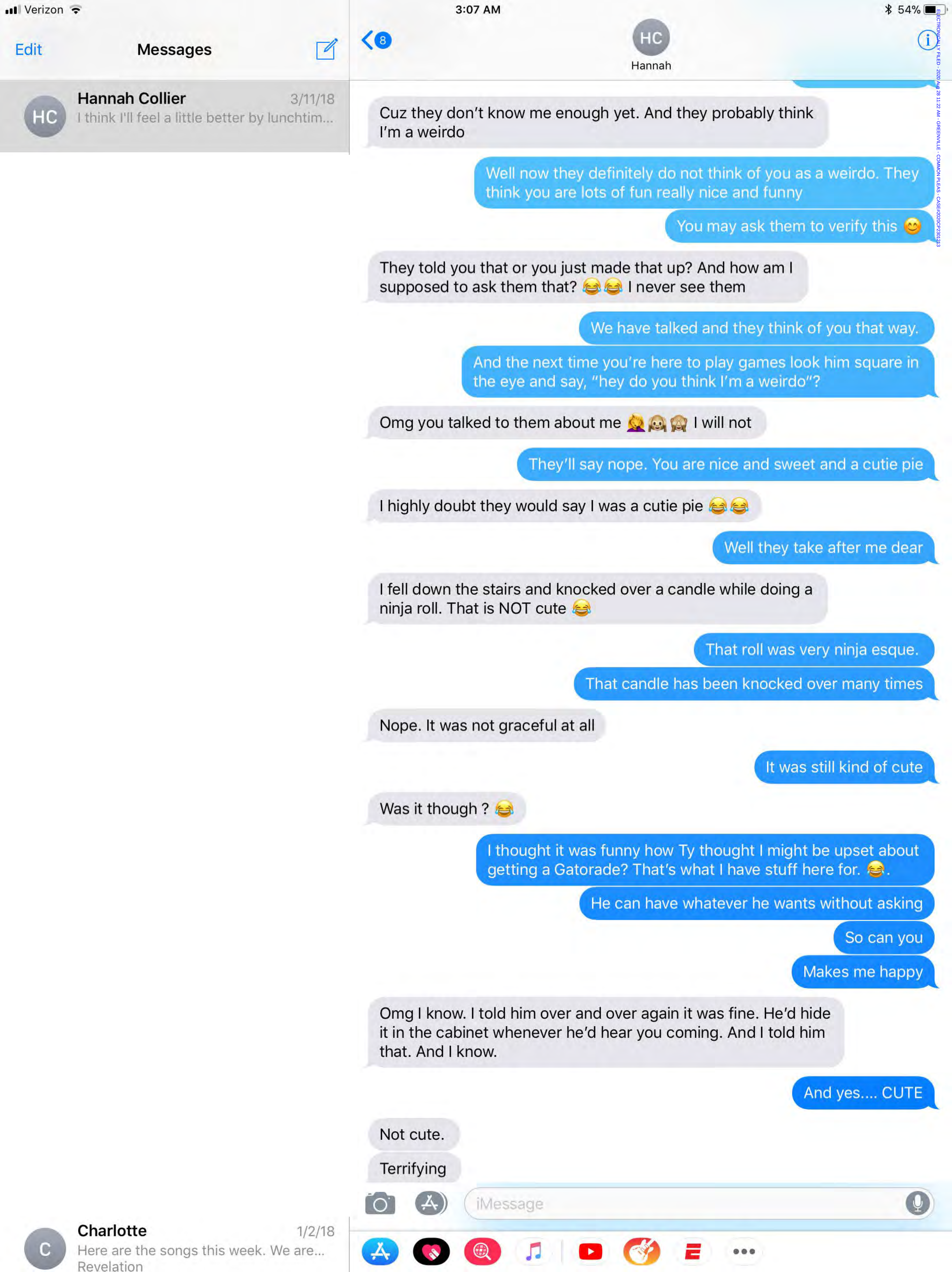
1/2/18

Here are the songs this week. We are...
Revelation



EXHIBIT B





Verizon

Messages

Edit

HC

Hannah Collier

I think I'll feel a little better by lunchtim...

3/11/18

3:07 AM

HC
Hannah

8

i

Hahahaha. Now that's hilarious. Hide in the cabinet? 😂😂😂

I feared for my life 😂

I just laughed out loud

Yes. He'd put it in the cabinet or behind something

I don't think that candle would take your life but that candlestick could do some damage

Yes I know. It almost hit me in the face

Oh no. I'll have to move them next time

Nah

I should've

I just won't roll in there

I'll roll down the stairs

Omg

Yah

May not be good for your back

No. I think that's what happened to my hip..

It's all part of the experience... Paper bowl tag

Ball

😂😂

Those stupid things hurt.

Honestly, I'd have fun playing regular hide and seek tag

I can't hit anybody with the ball.... I always missed

They're supposed to hurt a little

So I just collected them

Otherwise you wouldn't know if you got tagged with one

I know. But if we played tag with no paper balls it would still be fun

📷

🗨️

iMessage

🎤

C

Charlotte

Here are the songs this week. We are... Revelation

1/2/18

📦

📱

🌐

🎵

📺

🎸

📖

⋮

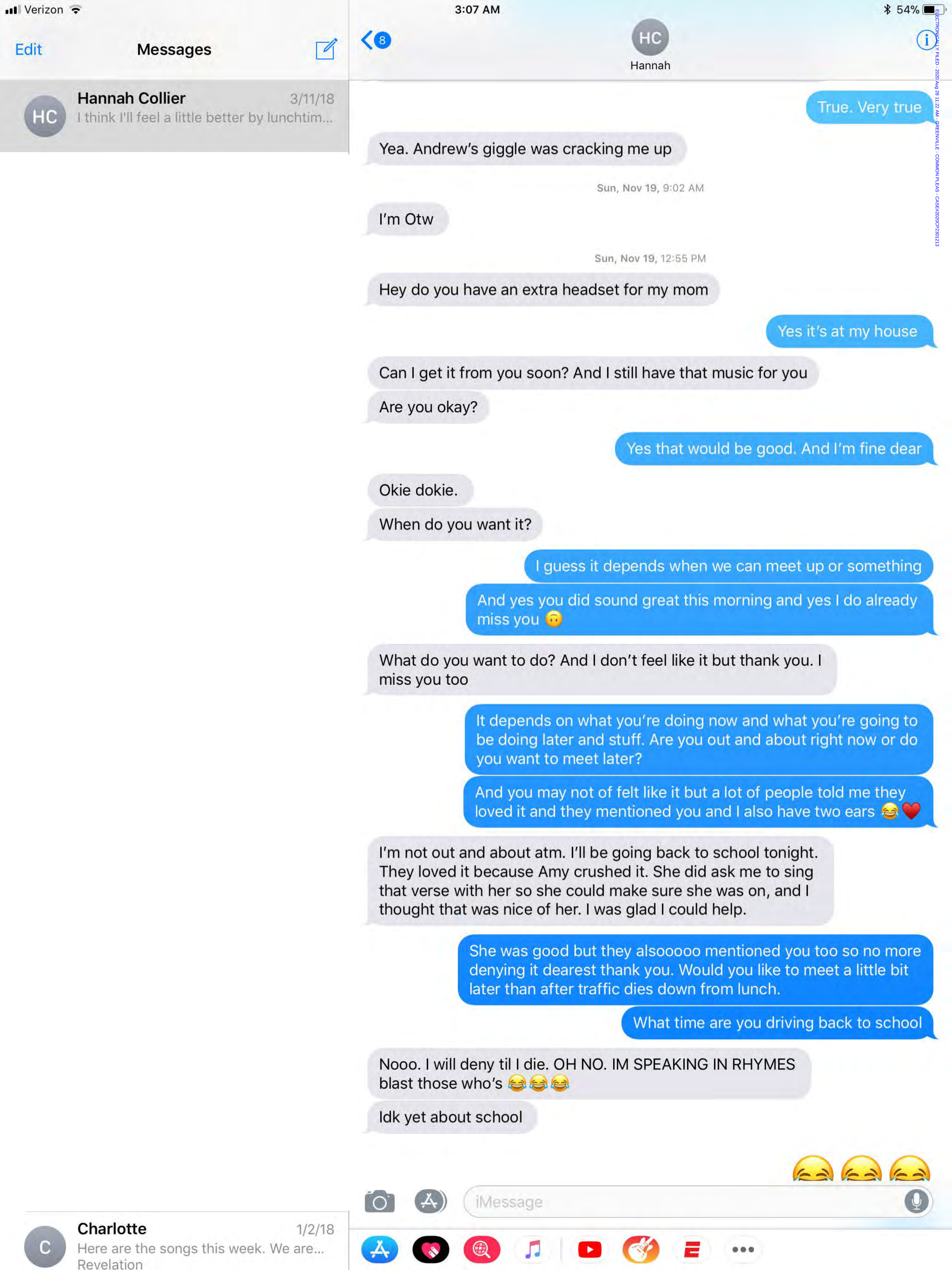


EXHIBIT C

8:49 AM

Wow. I don't have words. I just. I honestly don't know how God decided to give me you or why, but I am forever thankful. You are so beautiful. I promise to cherish your love and your heart forever and ever. I am so blessed to have you. I'm not usually so possessive, haha, but you are mine and I will love you always. Which is a long time. And I'll love you even longer than that. Forever and ever til the day I die. I'll be your little girl and your princess for as long as you'd have me. You just put into words what it means to be a father to a little girl. Keep my heart close and keep it safe. I'll trust you to help me make big decisions, just I trust my own Daddy. Just keep me safe. Let your arms always be a place I can come to and not be afraid. I love you. And that's that. Even when you're afraid that I don't anymore, that's when I love you most. I am so thankful for you. And for your family. I love you. 💕👉

EXHIBIT D

Edit

Messages



HC

Hannah

Sun, Aug 27, 6:49 PM



HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

Hiya

Hey there! May I have your mother's cell phone number? I wanted to text and thank her for singing and see if she could maybe keep singing with us

Sure. And she was worried that you'd think that her hesitation was with you and the other members. It's not. She doesn't love Mr. Barry's preaching. And she doesn't want to just come for Sunday school and singing and then leave butttt..... But it's [8033184998](tel:8033184998). And she had fun today. But she's working until 10 tonight.



Don't tell her I told you that. I told her that she was still welcome to sing

I would never say anything. That is very helpful to know though. But I never say things that people share with me. She certainly added to the worship

Does that make sense though?

Not sure what you mean about making sense? I mean I totally understand if someone doesn't like someone's preaching they don't want to have to sit through it every week. Did they have a falling out or something, or is it just she doesn't like his style of preaching?

She just doesn't like the style. There might be something more about the church itself. She had a really hard time going after Pops died. So many memories. But she likes Mrs. Beth's class.

Oh okay

But maybe she can learn to like it? I have a hard time staying focused honestly. I feel like it gets off track or something I don't know. Maybe I'm not trying hard enough.

But either way. She liked singing today



Btw I added a lead guitarist today! It's Dylan's friend his name is Adam

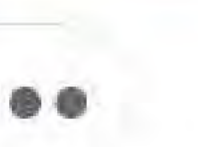
That's awesome!

Do you want me to check on Hannah?

Hmm not sure



iMessage



Verizon

Messages

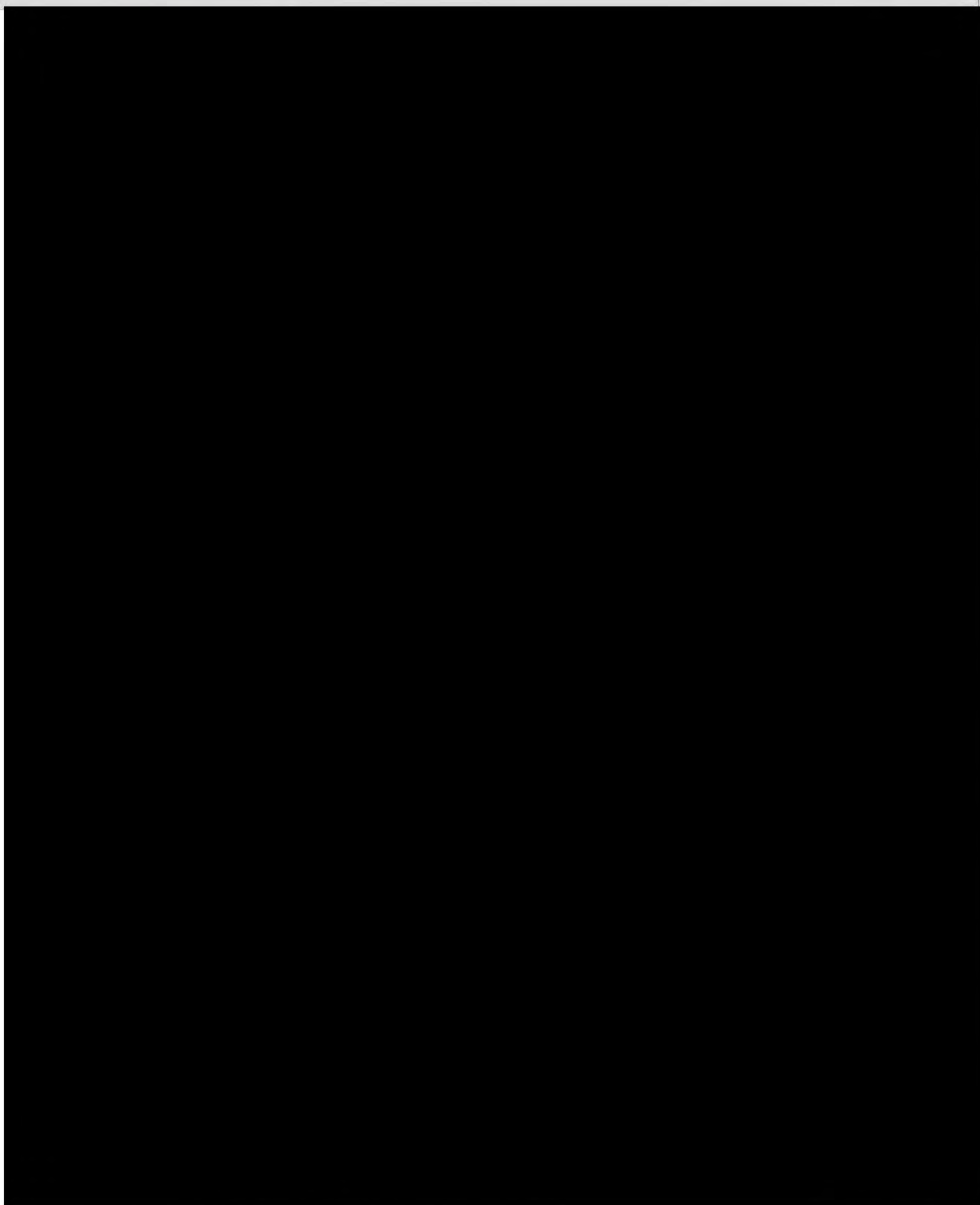
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HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...



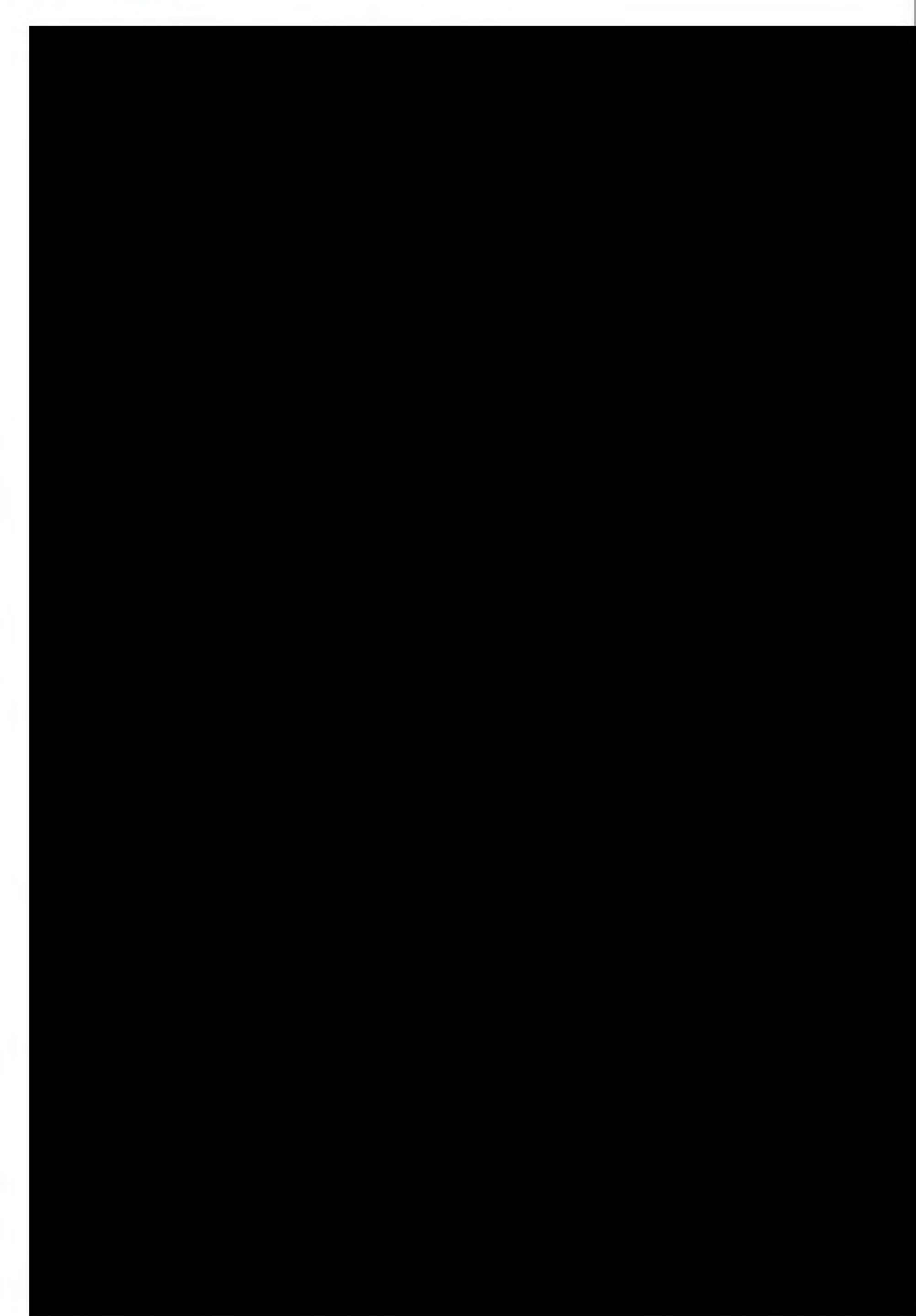
HC

SY

Sara & Hannah

2/22/18

Haha thank you!



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are... Revelation

2:36 AM

HC

Hannah

You might not have meant to.

But you still did.

Idk what else to say. You know I like you singing with us. But I'm also glad you got friends

I know. And I still will sing. But I still don't connect with Mr. Barry. So I just thought I could try something new.

And you can 😊

Alright

How many times have you heard Mr. Barry preach?

As an adult

As a legal adult, probably 8-10 times. I matured a bit quicker than others my age though. And I've been going to Northgate since I was little.

Okay. Bc The last two months he's been going through the book of James which is difficult.

I personally will be glad when he's out of it

Gotcha.

I still plan on attending northgate.

😊

I'm just thinking. After you said that. I wonder if that's why the church hasn't been growing bc it hasn't.

Probably

Not good. It gets discouraging because it's hard to keep worship team members and it makes my job tougher

I know

But I love what I do and I love the people there.

I know

I really don't even connect with him on a personal level

And this stuff we're talking about is just between you and I of course. You know I trust you 😊

But that helps me

How's Spanish??

📷

🗨️

iMessage

🎤

📦

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📖

⋮

Verizon

Messages

Edit

HC

Hannah Collier

I think I'll feel a little better by lunchtim...

3/11/18

3:05 AM

HC

Hannah

Sun, Oct 15, 1:46 PM

Hey Jamie

Hey

😊

Whatcha doing

Getting lunch 😊

What are you doing

Sitting on the floor.

Still at Lulus?

No

I'm at home.

Did you have fun?

Yes very much! Did you?

I did. She asked me... again... about our relationship 😬😬 I've told her twice now. And she asked mama. She told her the same thing.

Crazy lady

LoL

I'm glad you think is funny

How did Lulu ask the question?

She said "what is going on between you two, it seems odd"

Just forget it.

I handled it.

Thank you!

No problem

My whole life I've been surrounded by people who try to make things out of nothing. I just go about my merry happy way and don't pay them any attention. People are still going to think what they want to think in life but we can't let it affect our own lives. You obviously have to make the decisions for your life but I'm sure you want to make it based on what you want for your life and not what other people want for your life. Regardless of

📷

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iMessage

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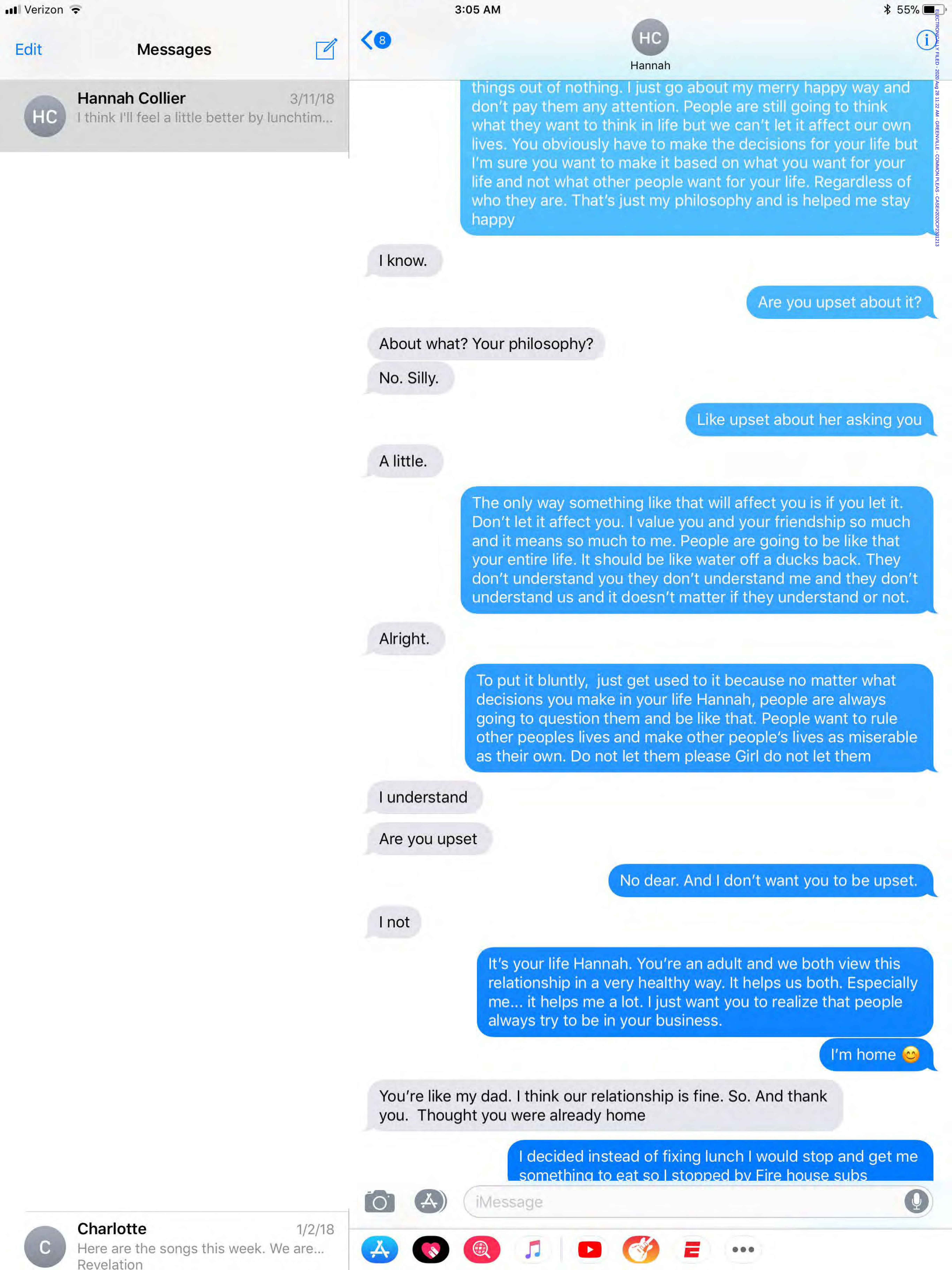
⋮

C

Charlotte

Here are the songs this week. We are... Revelation

1/2/18



Edit

Messages



< 8

HC
Hannah



HC

Hannah Collier 3/11/18
I think I'll feel a little better by lunchtim...

things out of nothing. I just go about my merry happy way and don't pay them any attention. People are still going to think what they want to think in life but we can't let it affect our own lives. You obviously have to make the decisions for your life but I'm sure you want to make it based on what you want for your life and not what other people want for your life. Regardless of who they are. That's just my philosophy and is helped me stay happy

I know.

Are you upset about it?

About what? Your philosophy?

No. Silly.

Like upset about her asking you

A little.

The only way something like that will affect you is if you let it. Don't let it affect you. I value you and your friendship so much and it means so much to me. People are going to be like that your entire life. It should be like water off a ducks back. They don't understand you they don't understand me and they don't understand us and it doesn't matter if they understand or not.

Alright.

To put it bluntly, just get used to it because no matter what decisions you make in your life Hannah, people are always going to question them and be like that. People want to rule other peoples lives and make other people's lives as miserable as their own. Do not let them please Girl do not let them

I understand

Are you upset

No dear. And I don't want you to be upset.

I not

It's your life Hannah. You're an adult and we both view this relationship in a very healthy way. It helps us both. Especially me... it helps me a lot. I just want you to realize that people always try to be in your business.

I'm home 😊

You're like my dad. I think our relationship is fine. So. And thank you. Thought you were already home

I decided instead of fixing lunch I would stop and get me something to eat so I stopped by Fire house subs



iMessage



C

Charlotte 1/2/18
Here are the songs this week. We are...
Revelation



Verizon

Messages

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

HC

Sara & Hannah

2/22/18

Haha thank you!

JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are... Revelation

2:24 AM

HC

Hannah

I know that.

I'm salty

I can see all the way through

I know that



GIF Keyboard via #images

So are you having fun or am I actually getting on your nerves. I need to know this for future reference

No you're fine. I'll tell you if I'm genuinely annoyed with you

Haha

Or send a really bad gif

How could you get annoyed of me. I'm just a barrel of fun 😂

I thought it was funny. Granted I didn't watch it all the way through. Just the first 5 seconds.

Someone sent me that because he made a bad grade on the quiz and I didn't.

Don't be salty 🙄

I get to be as salty as I wanna be.



GIF Keyboard via #images

😂

Sorry!

Did you google?



iMessage





Verizon

3:00 AM

57%

Edit

Messages

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

HC

SY

Sara & Hannah

2/22/18

Haha thank you!

JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are... Revelation

8

HC

Hannah

Okay

Always! 😊

Hey Jamie. I know you're sleeping. Just wanted to let you know that I'm headed to Columbia

Listen to the song until the whole world hears by casting crowns

Columbia? To see Eryn?

And i will

Sun, Oct 1, 7:26 PM

Call me please

Mon, Oct 2, 9:51 AM

This weeks songs!
Old Church Choir
<https://youtu.be/ECP8uhj-9D8>
Resurrecting
<https://youtu.be/vFQoUkWIZnY>
Just as I am/I come broken to be mended
<https://youtu.be/TGXDFxWM2r0>

Hymn?

Can I do the bridge on resurrecting? If it's in my range?

Since Jesus came into my heart

And yes please

YAY

😊😊😊

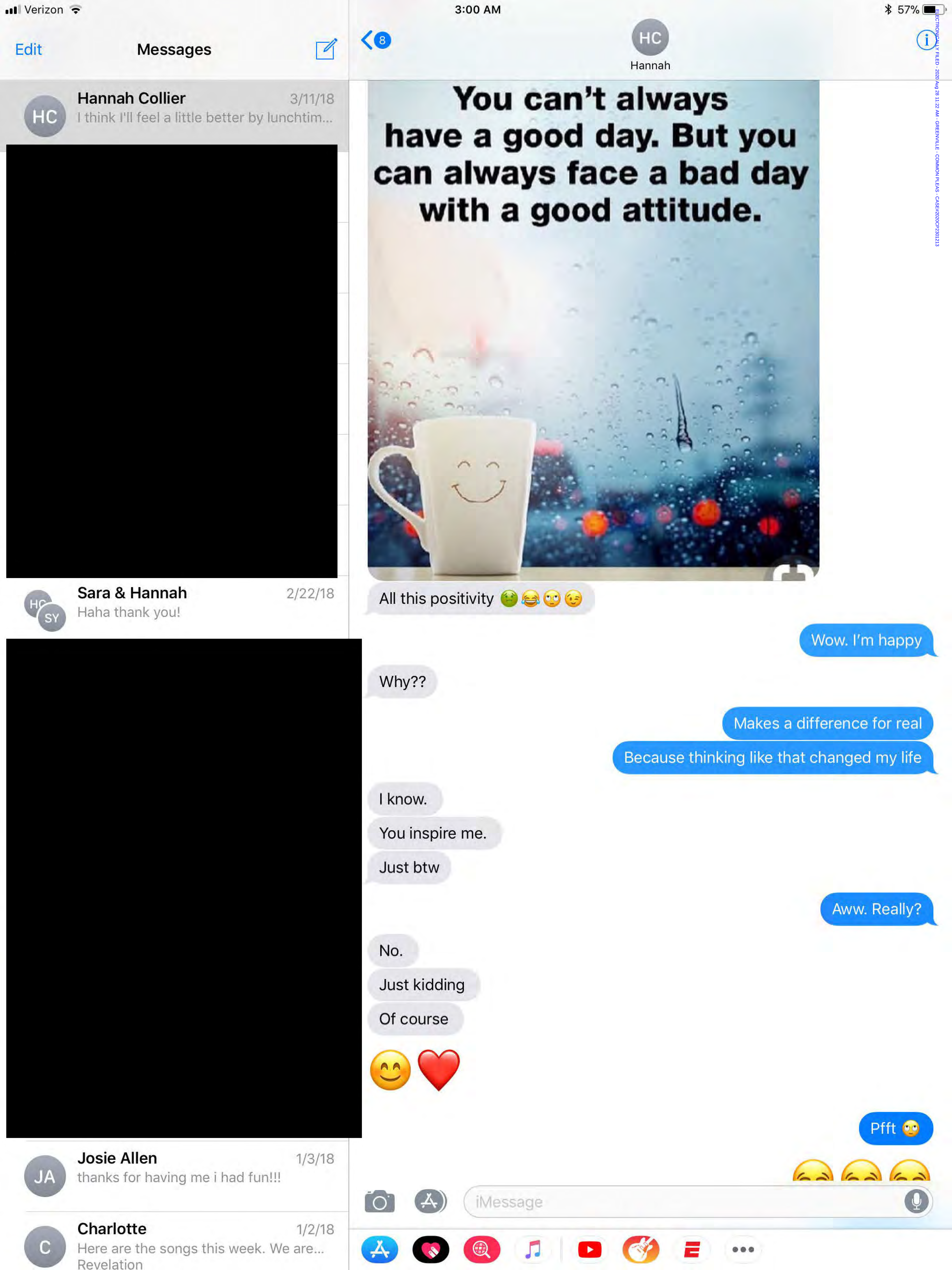
Made my day

😊😊😊

marlafanning

You can't always

iMessage



Verizon

Messages

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

D

Dad

3/10/18

Link: dlm.christianbook.com

HC

SY

Sara & Hannah

2/22/18

Haha thank you!

JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are... Revelation

3:05 AM

HC

Hannah

8

Yes

Oh. Thanks for the invitation. The girls wanted us to hang out tomorrow night though!

Okay

Are you upset?

If they change their mind it would be a good chance to get to know them

And no not upset 😊

You're inviting all of us?

I don't think I'm understanding

I was inviting you. And I meant to say that if the girls decide not to hangout it would be a perfect chance for you to get to know Andrew and Josie

Oh.

You said they and them.

I was just confused

Yes sorry about that

What time are y'all leaving? I'll let you know if I can go

Probably around 5

It's my favorite thing to do all year

I'll let you know. But please don't be upset if I don't go.

I won't

Just don't not go because you feel uncomfortable around them. You'd have an absolute blast

James Earl.

I swear.

Hannah Elizabeth

No.

I'm not going to tell you again that I'm not uncomfortable around them. I'm not using it as an excuse. I already told my roommates I'd spend tomorrow with them. I know I'd have a great time. If anything, I'll go next year. But I'm not uncomfortable around you or any of your family.

iMessage

Hannah Collier 3/11/18
I think I'll feel a little better by lunchtim...

Ouch okay. I am fake. I'm sorry.
Thank you
I'm glad I'm in your family. I already love them
I didn't mean to hurt your de
No you didn't.
You were right. I was being fake
Fake about what? Did you not enjoy yourself
I did enjoy myself.

Sat, Nov 11, 10:12 AM

Someone who has been mentally abused will:

- Constantly apologize
- Hide their feelings in fear of upsetting you
- Break down during small disagreements thinking it will explode
- Need a lot of reassurance

Please be patient, we are trying.

7M Views

Hannah Collier
Like Comment Share

I love you
I love you

Sun, Nov 12, 12:20 AM

Home

ELECTRONICALLY FILED - 2020 Aug 28 11:22 AM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301213

I think I'll feel a little better by lunchtime...

SY

Haha thank you!

HANNAH COLLIER TOOK A SCREENSHOT!

Send a chat



Q

W

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R

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G

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—

K

1

That's last last of it

I asked how your nap was.

It was great!



iMessage



< Albums

December 31, 2017

8:46 AM

Edit

Hey sweet Jamie. This is your wake up note. I know I said I was going to bed, but I ended up having a heart to heart with a few of the girls I came here with. Something that has become apparent to me is that God has put so many incredible people in my life. You've been saying this for months; but I know now that God put you in my life for a reason. I have no words to express my heart right now. I just need you to know that, as sure as I am breathing right now, my heart loves you more than anything. I am so thankful for you. You truly do not realize how much you have blessed my life. I'm weeping as I write this, because of how awestruck I am by the blessings I've been given. Thank you. From the bottom of my heart to the tips of my toes. Thank you. I've said this to my daddy and I'll say it you: I'll always be your baby girl and your little princess. You are everything to me. I trust you with my heart and my life and everything between. Thank you for loving me in the way that you do. I love you so freaking much. So much James. Love you long time. Even longer than that. Forever. And ever. I love love love you. 🧡🧡🧡🧡🧡🧡💙💙💙

Verizon

Messages

Edit

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

HC SY

Sara & Hannah

2/22/18

Haha thank you!

JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are... Revelation

3:08 AM

HC

Hannah

8

Snapchat may be having an issue my snaps don't look like they're getting to you. I'm sorry.

Thu, Feb 15, 2:55 PM

Snapchat seems to be acting up. I have sent you three messages. Two longer ones and one short. I hope they come through. It doesn't say you've read any of them. Anyways just wanted to let you know I am here. If you don't get them I can sent them another way. I love you!

I didn't get them. I'll wait until they come through. I love you

I'm sorry. I love you.

I love you too

Sun, Feb 25, 12:19 PM

I'm sorry.

It's okay. I should not have said anything. I'm sorry.

Why do you say that?

Because I should've kept my mouth shut and not hurt you and just dealt with it on my own.

I'd rather know so I can fix myself so I don't cause any more problems for you.

I just need to figure out myself. I clearly have some issues to work out. And I'm sorry that they've affected you.

Am I causing issues for you?

No.

I'm sorry for everything.

I just don't know what else to do.

It will be fine.

Ok

It simply seems like you say one thing to me and do something totally opposite with someone else, even though we are supposedly the same type of friend, and that hurts.

I know it hurts. I can't take it back. I didn't know. So. I can apologize again, but it doesn't seem to make any difference. But. I'm sorry. I hope you'll forgive me. And I don't know that I would be.

iMessage



Hannah Collier
8h ago from Camera Roll



I know I post about him a lot, but 🙄

sorry not sorry

I miss you babe



EXHIBIT E

Edit

Messages



12:58 PM

100%



Charlotte

iMessage
Sun, Aug 27, 6:57 PM

Hi Charlotte, thank you so much for singing with us this morning! You added so much to the harmony and the worship. I would like it very much if you could sing with us as much as you are able because it makes a huge difference with three parts. Plus I just added a lead guitarist today!

This is James Tegeler btw

Sun, Aug 27, 10:49 PM

Sorry it's so late. Hope this doesn't disturb you. Thank you for letting me wing it! I haven't sung in a group like that in over 10 years. I do enjoy it and I do miss it. I have refrained from committing bc I can't seem to connect with Barry. I know it's not about "a man" but the one delivering the message impacts the message. I will pray about that and about singing when I can. Thanks again!

Sure thing!

Mon, Aug 28, 5:01 PM

Here are the songs for this week... that I'd send them just in case you can sing. You certainly added a lot to the worship. Plus I've added a lead guitarist starting this week!
Home Chris tomlin
<https://youtu.be/PtUTa5Nc-e0>
I saw the light/I'll fly away
David Crowder
<https://youtu.be/sXnTXfg9d94>
Come Holy Spirit
<https://youtu.be/OKTluCNidfI>

And since we'll have a full complement of lead, rhythm, bass and drums... If we have time to practice it, we'll also do this one. Depends on how quickly we learn "Come Holy Spirit", and how long the business meeting lasts.
What a Beautiful Name

What A Beautiful Name
HILLSONG WORSHIP

Hillsong Worship - What A Beautiful Name
(with lyrics)
youtu.be

Thu, Aug 31, 8:36 AM



iMessage



ELECTRONICALLY FILED - 2020 Aug 28 11:22 AM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301213

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll
see what I can find out n

Edit

Messages



Charlotte

Thu, Aug 31, 8:36 AM



Thank you for singing last night! Btw here is that PB I was referring to I got from Publix

I was more unsure about the music last night than Sunday. But I brought Hannah's music home so I can play it out. Thx for PB picture. I want to try it. See if it's as good as my Smuckers 🤔

I also wanted to thank you for being such a good friend to Hannah.

Thu, Aug 31, 12:52 PM

Prob won't be as good as your Smuckers but hey I tried! Lol. And I'm glad I can encourage Hannah and make her laugh. Not everyone relates to my type of humor but she has the same type 🤔🤔. My happiness comes from helping others. Most of the time it's just needing someone to listen. College life can be stressful bc it's more like "real life". If there's anything I can ever do please let me know! 🤔

I am a firm believer in surrounding yourself with people that inspire and encourage. And for my kids to have kind, supportive adults in their lives besides their parents and extended family! I



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are... Revelation

HC

C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll see what I can find out n

Edit

Messages



Charlotte

1

I am a firm believer in surrounding yourself with people that inspire and encourage. And for my kids to have kind, supportive adults in their lives besides their parents and extended family! I will not hesitate to call if she needs something 😊

Fri, Sep 1, 3:50 PM

Hey, do you happen to know Hannah's mailing address? I thought it would be neat to send her an encouraging note once in while through the mail. I remember in college it was always so awesome when I got mail. 📬

Which wasn't all that often

That would be great!! And that was a great time to get mail!

Sun, Sep 3, 7:59 PM

Great service today! Here's the songs for next week

Fierce

<https://youtu.be/5zE4bNa-b88>

Whom shall I fear

<https://youtu.be/qOkImV2cJDg>

Sun, Sep 3, 10:20 PM

Thank you for your talent and your leadership! And your encouragement. I have to work Wednesday night and won't know Sunday's schedule until Wednesday morning 😬 BUT if all that works out and I can sing in Sunday... are you playing these songs in the keys of the YouTubes?

I will check. Usually not in the same key

And it's okay if you can't come Wednesday. I can practice with you for Sunday. You always pick it up quickly

And thank you! I enjoy what I do very much

Tue, Sep 5, 1:35 PM

The recording of whom shall I fear is in the original key of C. We'll be doing it in the key of G so it'll be a fourth lower. The original key for fierce is D, and we will be singing it a fifth lower in G, so there will be quite a bit a difference in the range. But it's still not difficult to pick up.

Sat, Sep 9, 5:48 PM

Do you get to come tomorrow? 🙋

Yep!

Yayy! 😊



iMessage



ELECTRONICALLY FILED - 2020 Aug 28 11:22 AM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301213

JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are...
RevelationHC
C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll see what I can find out n

Edit

Messages



Charlotte

Sun, Sep 10, 11:31 AM

Thank you for singing. It was awesome!

You're welcome! It was a great service.

Mon, Sep 11, 6:48 PM

Here are this weeks songs.

This is Amazing Grace

<https://youtu.be/zPQKj2Zpt>

Jesus Messiah

<https://youtu.be/f4whBsh9c>

Worthy is The Lamb

https://youtu.be/LApIJ0_jDF

Mon, Sep 18, 10:17 PM

Songs for this week:

The Lion and the Lamb

<https://youtu.be/rMTfj4xQjZk>

Lord I Need You

<https://youtu.be/LuvfMDhTyM>

Mon, Sep 25, 8:19 PM

Here's the songs for Sunday
Shout to The Lord<https://youtu.be/gwodt3Nhin>

Oh Praise the Name

<https://youtu.be/LqBpifDpNK>

Mon, Sep 25, 10:20 PM

I'm sorry I routinely do not respond to your message. I will make an effort to do a better job. I know I am working Wednesday and I won't know until Wednesday morning what my schedule is for the weekend. I will try to remember to let you know before practice Wednesday Night

I save these songs on my YouTube and they make for nice reflective morning walk background music. 😊

lol it's fine! I understand you have a lot on your plate. I always enjoy it when you can sing, it adds so much! It was great to spend time with you all Sunday... Even if it was 125°. 🤗🤗

Thanks! My plate is full and most of the time my life runs me! 😊 It leaves little time free time outside of my kids so I appreciate that I can hop in and sing anytime. Sunday was fun! We'll have to hang out again but in the A/C! 🤗🤗🤗



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week: We are...
Revelation

HC

C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll see what I can find out n

Edit

Messages



Charlotte

Mon, Oct 2, 9:57 AM

This weeks songs!
 Old Church Choir
<https://youtu.be/ECP8uhj-9D8>
 Resurrecting
<https://youtu.be/vFQoUkWiZnY>
 Just as I am/I come broken to be mended
<https://youtu.be/TGXDfxWM2r0>

Mon, Oct 9, 9:55 AM

Songs for this week:
 No rehearsal Wednesday
 Lord I Lift Your Name on High
 Chain breaker
<https://youtu.be/JGYjKR69M6U>
 Hymn: Down at the Cross (Glory to His Name)
 How Great is Our God
<https://youtu.be/cKLQ1td3MbE>

Tue, Oct 17, 7:34 PM

So Hannah said she's thinking about telemarketing for you. From what she's told me it sounds like something I might be interested in. Definitely would like to know more.

Okay sounds good!

Definitely will talk about it after I get back from NYC. We are coming up on open enrollment and the parent company I represent has the only major medical product other than Obamacare. Therefore we stay extremely busy during that time and I don't really have time to make the number of calls I'd like. So I'd like to hire telemarketers to free up my time. It's a simple job, but it takes someone who is tenacious and can get through the no's on the phone to a yes. Basically it's a numbers game. It can be done from home, but I have had Alexander out searching for office space this week, which will simplify things for everyone. I had an office here before, but kinda minimized things and worked from home for a while in order to spend more time with the boys when we lost their mom. But they're at the age now where I can expand again. I have a girl in Indiana going to start and if I can get some here it would be a great help. I usually hire females to tele-market because people respond more favorably to a female voice I've found. Funny but true. Sorry for the book and thank you for your interest! 🙌

Tue, Oct 17, 11:36 PM

I started this text last night but by the time I got back to finish it was way late. I know you're a night owl but I have my do I dare reply so late! After NY sounds good.

Haha!!! I just accidentally sent it. Oh well. It's way past my bedtime and I should be asleep.



iMessage



ELECTRONICALLY FILED - 2020 Aug 28 11:22 AM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301213

C

Charlotte

Haha!!! I just accidentally sent it. Oh well. It's way past my bedtime and clearly I need to sleep.

Lol it's all good! I just got home from the gym

Oh good!

Wed, Oct 25, 10:45 PM

The Lion and the Lamb

<https://youtu.be/rMTfj4xOjZk>

Just as I am/I come broken to be mended

<https://youtu.be/TGXDfxWM2r0>

Come Holy Spirit

<https://youtu.be/OkTluCNidfI>

I had an epiphany earlier today (before Hannah gave me your message 😊). I would like to sing Sunday. I'm not going to reduce myself because of Craig and Casey any more. 😊

I'm proud of you! And I agree 100%

I've tried for years to keep the peace and minimize the impact for the kids. Just not doing that anymore

And thanks!

You're a better person than I am bc I don't think I could have done that so well. Looking forward to Sunday!

Sun, Oct 29, 1:23 PM

Thank you for singing today! You did great!

Thank you! Idk about great but I enjoyed it. I appreciate you fostering and encouraging the music in Hannah! She amazes me every time!!

You're welcome! I enjoy bantering with her, and it's fun to watch young people become their own person. She did awesome today!

Sun, Oct 29, 8:48 PM

Hey my phone died so I'm plugging it up. James is here

Ok. lol! I just asked you if he was. And we're almost there.

Okie do joe

Dokie

Mon, Oct 30, 2:53 PM

Hey was wondering what time would be good for tomorrow to look at the telemarketing thing. Hannah had mentioned you could be here like 5 or so. That would be fine. I'd say as close to



IMessage



Edit

Messages



Charlotte

Mon, Oct 30, 2:53 PM

Hey was wondering what time would be good for tomorrow to look at the telemarketing thing. Hannah had mentioned you could be here like 5 or so. That would be fine. I'd say as close 5 as possible so we have enough time, bc if it gets too late the trick or treaters will start. Plus, I have an online appointment to do at like 6 so y'all could even watch what I do with clients. You could also help with trick or treaters for me while I'm making sales! Alexander will be showing you the dialer system. If you have a laptop computer, and/or a computer headset then bring it. The dialing system is done via a computer. 🤪

Mon, Oct 30, 4:12 PM

Alexander is purchasing new headsets today for you. If you only have a desktop, the dialing system can be downloaded to that as well

Hey! Tomorrow is good. I should be able to sneak away from work a little early and be there close to 5. I don't have a laptop or headset so I'll just bring me!

Sounds good

Tue, Oct 31, 4:46 PM

When you get here just come on in through the garage



Tue, Oct 31, 7:47 PM

My schedule
M-F 8:30-5 Insurance
M & W 5-10p and some weekend hours Publix (for now)
T & Th 5-8ish gym training
I have 30 mins for lunch every day. My work day is flexible and I frequently have time that I'm not busy. So if no one is working I can possibly jump in.

Wed, Nov 1, 4:32 PM

So are you saying that Monday through Friday from 8:30 AM to 5 PM is when you're available for calling?

No. I'm saying I work my full time job during that time. I sent you the times I am previously committed.

Gotcha. The word insurance threw me

Haha! I can see how that would happen.

Wed, Nov 1, 6:35 PM

Would you like me to mention to Baxter about Ty being in the youth Sunday?



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week.. We are...
Revelation

HC

C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll see what I can find out n

Edit

Messages



Charlotte

Wed, Nov 1, 8:06 PM

Thanks for thinking of that. I asked Ty earlier and he said no.

Sun, Nov 5, 10:42 PM

Here are the songs for this coming week.

Oh Praise the Name oct

<https://youtu.be/LqBpifDpNKc>

I Surrender

<https://youtu.be/ZFORjUcHkKU>

Mon, Nov 6, 12:30 PM

Can you make sure you got the dialer log in information from Alexander? Hannah said she didn't so he just re sent it to both of y'all 😊

Also, not sure what kind of insurance office you work at, but if you receive calls for health insurance and you all cannot help them, if you refer them to me I will pay you the split commission as well. Just an idea.

Mon, Nov 6, 2:47 PM

I did get the email! And we don't do health ins. It's always been so tedious 😊

OK good. What I'm saying is if someone calls in asking if you do health insurance just refer them to me and I will pay you for the referral

Oh! Gotcha!!

Tue, Nov 14, 10:40 PM

Not sure of your schedule this coming Sunday but here are the songs. Hope you are having a good week!

Revelation

<https://youtu.be/D-zk-E55dRk>

What a Beautiful Name

<https://youtu.be/aX82DS45a2k>

Hymns

Thank You, Lord

https://youtu.be/bICfzF1_3oY

Give Thanks

https://youtu.be/Bk_7wUR2Wdg

Since we will not be having practice next Wednesday, the day before Thanksgiving, we will need to run over these songs tomorrow night as well for the following Sunday.

This is Amazing Grace

<https://youtu.be/zPQKj2Zptr0>

Great are You Lord

<https://youtu.be/3jCnAAeEJSQ>

Wed, Dec 6, 10:16 AM

Wasn't sure of your schedule but here are the Songs for this



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation

HC

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll
see what I can find out n

Edit

Messages



Charlotte

Wed, Dec 6, 10:16 AM

Wasn't sure of your schedule but here are the Songs for this week:

I am

<https://youtu.be/cHLLGIE0f0>

Cornerstone

<https://youtu.be/QvLxZEU02ul>

Fri, Dec 15, 11:55 AM

You're welcome to go with Hannah this afternoon. Not that you need my permission. 😊 I'm going to try to leave work early to go too.

I was debating because Andrew mentioned it to me out of the blue and I didn't know if he wanted me there for like an approval kind of thing. I wasn't initially planning on going bc I figured that for Hannah it would kind of be like a girls thing. So we will see.



I understand the conflict!

Fri, Dec 15, 9:56 PM

I meant to talk to you about this when I saw you and in all of the tattoo excitement I forgot. I am available on Sunday to be your assistant before the cantata. Just someone to be there to help with whatever may come up. If you need water, or copies, or a message given to the kids or a reminder of who's supposed to be there. I know when I did church productions I would have been lost without my right hand helper. Just let me know what time you need me there!

That would be awesome! I could've used you Wednesday. It was a mess! 🤦🤦🤦 Anyways the choir and everyone is supposed to be there at 9 AM to practice. That is really nice of you! 😊

A bad rehearsal means a great performance! What time will YOU be there?

I'm usually there 8:45 to warm up my fingers 🙌

I'll see you then!

Okay thank you!!

Yw! 😊

Sat, Dec 16, 3:51 PM

Thinking about this for Ty for cmas. Craig & Casey would get a barbell and plate weights. Until then he could use dumbbells. As a fellow fitness buff what do you think?

Gold's Gym XR 10.1 Olympic Weight Bench
facebook.com



iMessage



Charlotte

1/2/18

Here are the songs this week: We are...
Revelation



Hannah & Charlotte

12/16/17

He hasn't said. Just put it on his list. I'll
see what I can find out n

Edit

Messages

HC
HannahC
CharlotteiMessage
Fri, Dec 15, 11:50 AM

Charlotte

Ty's Christmas Wish List

- Crewneck sweatshirts
- Long sleeve gamecock shirts
- Neymar jr jersey long sleeve
- Khaki pants and shorts not cargo
- Long sleeve columbia silky shirt
- Under Armour running shorts
- Soccer pants/goalkeeper pants
- Fit bit
- Gift cards/ money

Which fit bit does he like? And find out if anyone else is getting it for him if you can

Charlotte

He hasn't said. Just put it on his list. I'll see what I can find out n

JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation

HC

C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll
see what I can find out !!

iMessage



Edit

Messages



Charlotte

Sat, Dec 16, 4:53 PM

I love it

Sat, Dec 16, 7:36 PM

Thanks! He says he wants to get into weight lifting so we'll see if he uses it!

Well that will definitely encourage him to get into it. Once he starts seeing changes in his body hopefully it will turn into a habit

He loves going to the gym with me and he is super excited to do another competition. This will help him get there!

Sun, Dec 17, 8:50 AM

Coffee?

I had some already! ☺. Thank you

Yw. Otw and bringing mine. Didn't want to show up without a second if you were jonesing 😊

Sun, Dec 17, 12:56 PM

Thank you so much for being there and for helping me this morning! I really really appreciate it! Have a great day!

Sun, Dec 17, 5:16 PM

It was my pleasure! I didn't do much but I'm glad it helped. They sounded awesome! And having the nativity was (always is) special.

Sun, Dec 17, 6:51 PM

Still you were very helpful and the fact that I could relax because I knew the children were going to come in at the right spot was worth everything

I don't know how much of the performance you heard, but the sound of the choir during the performance was 100 percent better than the reversible. I was very proud of them

I'm so glad! The kids did great! I was able to stay until just after the kids came in. And I stayed in the sanctuary so i could listen. The choir sounded great! You have every reason to be proud!

Sun, Dec 17, 9:58 PM

I just remembered... I have your present from Hannah in the trunk of my car. I'll drop it off Wednesday

Oh right! I forgot about that. I'm working Wednesday til 830. I'm planning on coming to cmas eve service too.



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week: We are... Revelation

HC C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll see what I can find out n

Edit

Messages



JA

Josie Allen

1/3/18

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C

Charlotte

1/2/18

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HC

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list, I'll
see what I can find out n

C

Charlotte

Mon, Dec 18, 8:21 AM

Amazon's Choice

for "fitbit charge 2 small"

Color:
BlackSize:
Small (5.5 - 6.7 in)\$129⁰⁰ ~~\$149.95~~ Save \$20.95 (14%)

FREE Shipping

Arrives before Christmas.

In Stock

About this item

Features

- PurePulse continuous, automatic wrist-based heart rate tracking to better measure calorie burn all day
- Maximize your workouts using simplified heart rate zones (Fat Burn, Cardio and Peak)
- See call, text & calendar notifications on the OLED display; Automatically track how long and how well you sleep and wake with a silent vibrating alarm
- Get a better understanding of your fitness level and see how you can improve over time with a personalized Cardio Fitness Score; Use Connected GPS during run mode to see real-time stats like pace and distance on your wrist
- Track all-day activity like steps, distance, calories burned, floors climbed and active minutes; Find moments of calm throughout your day with personalized guided breathing sessions based on your



iMessage



Edit

Messages



Charlotte

Product

I ordered Ty a Fitbit and a three year extended warranty! I'm excited! 😊

Also last night, Anne was commenting what a great job you did and she said, "I'm gonna ask her to do that every time." So I thought that was a pretty good complement and you certainly did help a lot and I appreciate it!

Oh my! You are so generous! He will be excited!!

A complement from Anne?! We'll wonders never cease 🙏🙏
I am happy to help in anyway. I realized yesterday how much I miss being involved in that sort of stuff. We had years of original productions for Easter and Christmas at our "before divorce" church. Super stressful and incredibly wonderful. I hope this year i won't be as busy and can work less to live life more.

Sun, Dec 24, 8:02 AM

Wasn't sure if you were planning on coming today but I wanted to let you know that someone hit a power pole near the church and knocked out the electricity. Currently Sunday school has been canceled and they will know by 10 AM if there will be services. So there's no need to come by 9 AM, and I will let you know if you should be there by 10:00 AM. If so we could run over songs then.

Update: I am at church and the power is now on

Sun, Dec 24, 10:17 AM

Thanks! I'm working today :(but I get off at 2 and will see you tonight!

Mon, Dec 25, 9:34 PM

Christmas dinner

Dutch Oven Chicken
Mashed potatoes
Mac & cheese
Roasted veggies
Green beans
Crescent rolls
Sara is making Dessert

- Chicken (duh)
- Potatoes (I like Yukon Gold for mashed)
- (I'd like to use butter and almond milk so they're vegan)
- 8 oz elbow noodles
- 13 oz can evaporated milk
- 1/4 cup butter
- 3 large eggs
- 4 cups grated cheddar
- 1/4 cup Parmesan cheese



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

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Edit

Messages



Charlotte

ELECTRONICALLY FILED - 2020 Aug 28 11:22 AM - GREENVILLE - COMMON PLEAS - CASE#2020CP2301213

- Brussel sprouts
- Butternut squash or sweet potatoes
- Big can green beans (Hanover - White can)
- Crescent rolls



Tue, Dec 26, 9:56 PM

2-3 pounds boneless, skinless chicken breasts
 8 cups water
 3 tablespoons salt
 2 garlic cloves, whole
 1/2 tablespoon coconut aminos or homemade substitute
 1 bay leaf
 1 teaspoon whole coriander seeds
 1 teaspoon whole cumin seeds
 1 teaspoon whole black peppercorns
 2-3 pounds boneless, skinless chicken breasts

BRINING DIRECTIONS:

- 1 Put water in a large ziplock bag and add the salt, garlic, coconut aminos, bay leaf, coriander seeds, cumin seeds, and peppercorns. Let the salt dissolve.
- 2 Add the chicken breasts to the bag. This will look gross; ignore it.
- 3 Put the bag in the fridge and forget about it for 2 hours.

Wed, Dec 27, 11:11 AM

I don't see Yukon gold potatoes. Only like Idaho russet

Do your mean instant?

Not instant. Russet are fine



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation

HC

Hannah & Charlotte

12/15/17

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Edit

Messages

C
Charlotte

dissolve.

- 2 Add the chicken breasts to the bag. This will look gross; ignore it.
- 3 Put the bag in the fridge and forget about it for 2 hours.

Wed, Dec 27, 11:11 AM

I don't see Yukon gold potatoes. Only like Idaho russet

Do you mean instant

Not instant. Russet are fine



We are rich. I found gold

Potatoes that

LOL!

Excellent!

Do you mean shredded cheddar set of graded? I can't find it

Grated

Grated would be good. But we can grate it by hand if you can't find any.

Would it be in the deli

Should be with sandwich stuff. It comes in bags of 2-3 cups. Usually hanging.

I did happen to find 2 gallon Ziploc freezer bags

Good!

Tue, Jan 2, 9:53 PM

Here are the songs this week. We are practicing Wednesday night.
 Revelation
<https://youtu.be/D-zk-E55dRk>
 Death was arrested
<https://youtu.be/uMsMiluCUUj>

Delivered



iMessage



JA

Josie Allen

1/3/18

thanks for having me i had fun!!!

C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation

HC

C

Hannah & Charlotte

12/15/17

He hasn't said. Just put it on his list. I'll
see what I can find out n

EXHIBIT F

Verizon

Messages

Edit

HC

Hannah Collier

I think I'll feel a little better by lunchtim...

3/11/18

3:08 AM

HC

Hannah

I'm sorry. I'm sorry. I'm sorry.

Tue, Mar 6, 10:46 PM

Hi Princess, I didn't know your schedule but this is what I was thinking about for Sunday. The songs are more together like you suggested! 😊😊

Here in the Presence

<https://youtu.be/98vDflebJsw>

Thy will be done

https://youtu.be/iCR_Fa8YV2U

And at the end:

Draw me close to You

https://youtu.be/a_tdG9yM93A

Thank you! Songs look great, I will listen to them tomorrow!

Fri, Mar 9, 8:11 AM

Are you awake?

I have a question about work, please call me.

I have another question, so please give me a call when you can

Fri, Mar 9, 10:52 AM

pdf

March 11, 2018.pdf

Fri, Mar 9, 1:44 PM

I know you're driving. I just sent you two more worksheets.

And that bulletin looks good

And another one

Some people are RUDE 😡

Another one

Sat, Mar 10, 10:29 PM

dln.christianbook.com

dln.christianbook.com

Yea. Sorry. It's giving me fits currently.

No worries. If anything, I'll bring in the CD from my car and we can sing over it. And divide t up

Sun, Mar 11, 9:54 AM

C

Charlotte

Here are the songs this week. We are... Revelation

1/2/18

Camera

App Store

iMessage

Microphone

App Store

Health

Safari

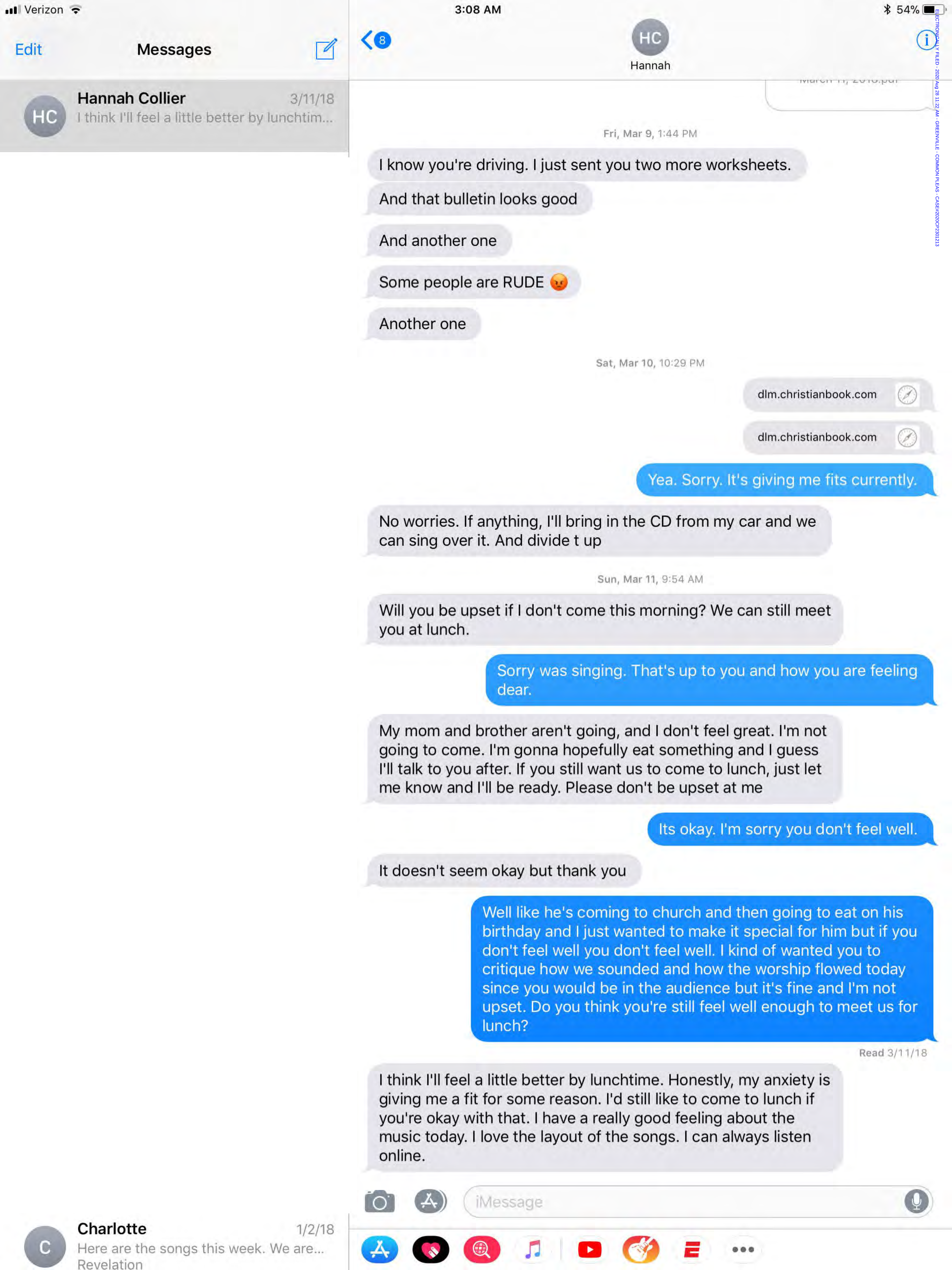
Music

YouTube

Game Center

Calendar

More



Edit

Messages



HC
Hannah



HC

Hannah Collier 3/11/18
I think I'll feel a little better by lunchtim...

Fri, Mar 9, 1:44 PM

I know you're driving. I just sent you two more worksheets.

And that bulletin looks good

And another one

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Another one

Sat, Mar 10, 10:29 PM

dln.christianbook.com



dln.christianbook.com



Yea. Sorry. It's giving me fits currently.

No worries. If anything, I'll bring in the CD from my car and we can sing over it. And divide t up

Sun, Mar 11, 9:54 AM

Will you be upset if I don't come this morning? We can still meet you at lunch.

Sorry was singing. That's up to you and how you are feeling dear.

My mom and brother aren't going, and I don't feel great. I'm not going to come. I'm gonna hopefully eat something and I guess I'll talk to you after. If you still want us to come to lunch, just let me know and I'll be ready. Please don't be upset at me

Its okay. I'm sorry you don't feel well.

It doesn't seem okay but thank you

Well like he's coming to church and then going to eat on his birthday and I just wanted to make it special for him but if you don't feel well you don't feel well. I kind of wanted you to critique how we sounded and how the worship flowed today since you would be in the audience but it's fine and I'm not upset. Do you think you're still feel well enough to meet us for lunch?

Read 3/11/18

I think I'll feel a little better by lunchtime. Honestly, my anxiety is giving me a fit for some reason. I'd still like to come to lunch if you're okay with that. I have a really good feeling about the music today. I love the layout of the songs. I can always listen online.



iMessage

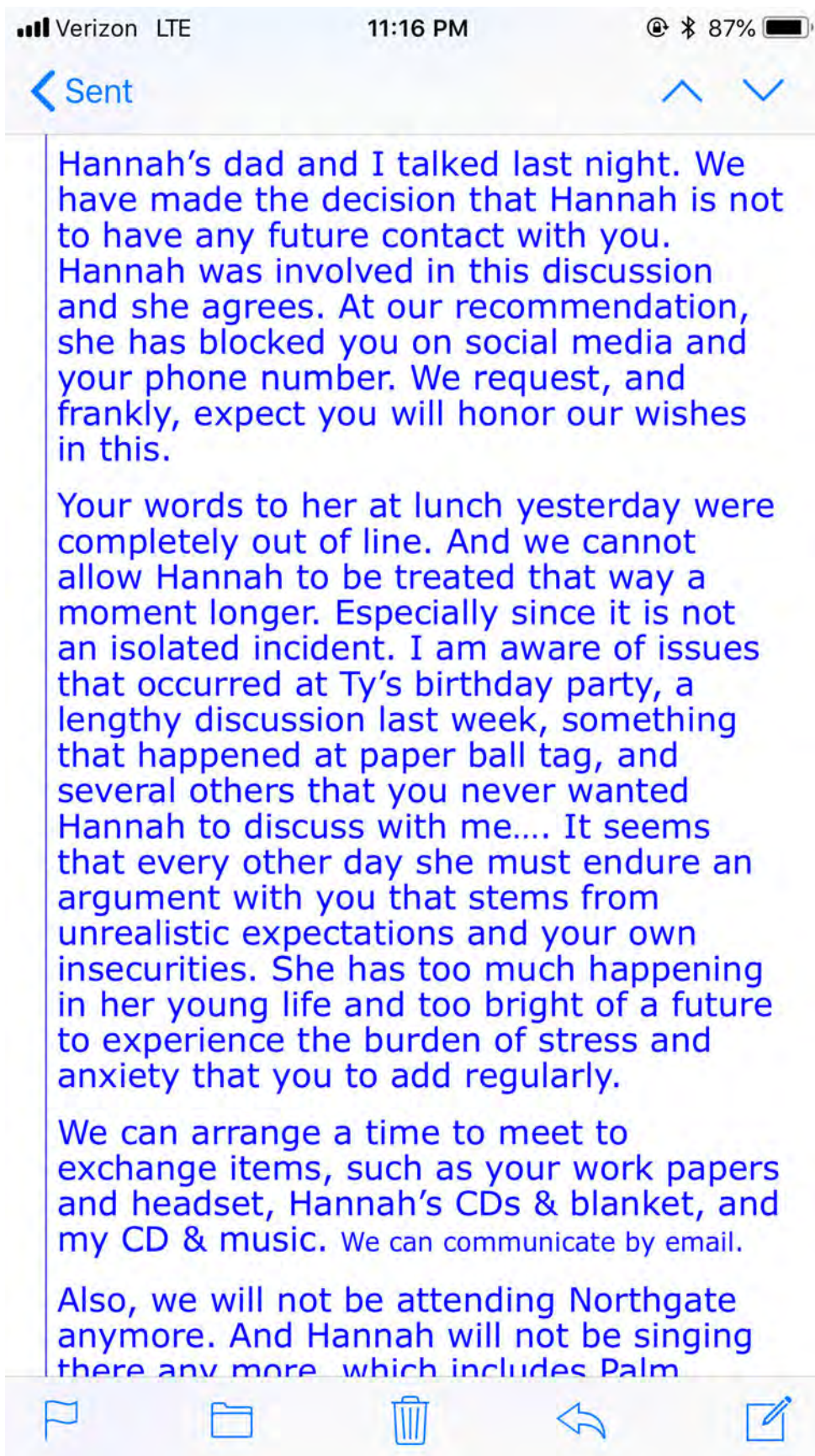


C

Charlotte 1/2/18
Here are the songs this week. We are...
Revelation



EXHIBIT G



On Mar 12, 2018, at 10:40 AM, Charlotte Collier [REDACTED] wrote:

James,

Hannah's dad and I talked last night. We have made the decision that Hannah is not to have any future contact with you. Hannah was involved in this discussion and she agrees. At our recommendation, she has blocked you on social media and your phone number. We request, and frankly, expect you will honor our wishes in this.

Your words to her at lunch yesterday were completely out of line. And we cannot allow Hannah to be treated that way a moment longer. Especially since it is not an isolated incident. I am aware of issues that occurred at Ty's birthday party, a lengthy discussion last week, something that happened at paper ball tag, and several others that you never wanted Hannah to discuss with me.... It seems that every other day she must endure an argument with you that stems from unrealistic expectations and your own insecurities. She has too much happening in her young life and too bright of a future to experience the burden of stress and anxiety that you to add regularly.

We can arrange a time to meet to exchange items, such as your work papers and headset, Hannah's CDs & blanket, and my CD & music. We can communicate by email.

Also, we will not be attending Northgate anymore. And Hannah will not be singing there any more, which includes Palm Sunday.

Thanks,

Charlotte

[REDACTED]

[REDACTED]

[REDACTED]

From: James Tegeler [REDACTED]
Date: March 12, 2018 at 9:10:58 PM EDT
To: Charlotte Collier <[REDACTED]>
Subject: Re: your letter clarification

Charlotte,

I would like for you to clarify a few things. Because I didn't do anything to her during our paper ball tag game, or at Ty's birthday. At Ty's birthday I simply wanted to know why she was avoiding me and she wouldn't tell me and was very rude for no reason. Turned out she thought I was upset about something. If that's being insecure I'll take it. You have a lot of misinformation, and even though I don't really care anymore, just know that I take great offense to some of your accusations because they are simply not true. Honestly I'm glad this is over because I'm really tired of the high school antics and drama. All I have done for both of you from the day one is to do my best to make your lives better. I do not appreciate the accusations, and I will be more than happy to sit down with you and anyone else and go over exactly what occurred every single time. But to accuse me of wanting to hide things from you? Are you kidding me?? I'll show you every single message I have between us. Frankly I'm tired of this nonsense. Life is too short to act like she did yesterday. It would be nice to receive even a little bit of credit for what I did for her, as opposed to being berated and accused of doing things I did not do. I was going to just sit and

take it and let it go, but I can't because it's untrue and hurtful to me and my family. And I certainly have never had an insecurity problem before now.

I also take great offense to you saying that I used phone calls to yell at her and upset her. That is not all the case whatsoever. But all that gets lost in the fact that she has been very difficult to get along with, especially lately. If you were honest with yourself, and you looked in her past you would see that she has lost quite a few friends for similar reasons. She even told me this herself, and she was so afraid of losing me. And if you think blocking me from her life is best for her, fine. I don't agree based on her fragile state, but frankly I don't need that in my life. Based on what she has told me I know what most of her issues are, and they aren't me. But if you want to lay the blame for her issues on me and my insecurities, which I consider very rude from you, that's your prerogative. But I find it very offensive and I do not appreciate it. I have overlooked a lot of things just to be there for her when she had no one. But yet to blame me for being a huge part of her problems? I know what a lot of her problems are, and I even know what some solutions would be. I've been a very good single parent placed into a very difficult situation. But guess what, it's blame James for my daughter's rudeness so we all feel better about ourselves. Anyway it's none of my business and I don't really care anymore. Actually that's not true, I do care. I care for her more than myself and my heart is broken right now.

Just know I take offense to what you said in your letter because the majority of it is simply not true. I'll be glad to talk to you anytime, anyplace, and with anyone else listening. I don't need this kind of drama in my life or in my children's lives. We're not used to this negativity and moodiness. If anything I could've used a little more patience, but frankly I was spent and yesterday kind of broke the camels back. I only put up with it for as long as I did the sake of betterment of your daughter's life.

Some of the things she told me in confidence were shocking. That's why I wanted to make her life happier and more positive. I was in her life for one reason, and that was to improve it. Anyway, Take some time to look honestly within yourself, because if you do, you know what I'm telling you is true. I wish you the best.

James

EXHIBIT H

Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

It's not too heavy.... and I walk a lot faster than that normally.

Give it a little bit and I bet you'll see a difference. You look great just like you are. Seriously. If you do anything with fitness, do it for yourself. Don't do it for others.

Aw

Thank you.

That's a good reason.

You're adorkable

Get it?? Dorky?

Oh yes

I relate to that very very well 🤔🤔

That's a really good word actually. I've never heard that before

Me too: the dork part. And really???

Yes. That's a Hannah word 🤔

I make them up. Because of the BFG

I love words. They are so powerful.

You are very good with words

Gracias señor!!

I thought it was very powerful when she prayed tonight between songs

I wonder if we shouldn't do something like that in the middle of come Holy Spirit. Something short at the very beginning of the ad Lib part

Me too. I can see what I can do.

Not good at public prayers

Gosh I'm still blown away by how sweet you are. You bought me an umbrella. You bought me dinner. You played for my audition and stayed here until almost 10, if not later. I'm so blessed to have you. Thank you so much. From the tips of my toes.



Message





I think I'll feel a little better by lunchtime...

Haha thank you!

thanks for having me i had fun!!!

Here are the songs this week. We are...
Revelation

Hannah

Submit Vote



Edit

Messages

HC
Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

It's okay. I have something he can drink

We can go to a vending machine and get him one

It's okay.

Sat, Sep 2, 2:36 PM

I made it home. But I'm going to run to the grocery store and get groceries for next week.

Okay have fun!

I know you said your kids go to their own church, but you should bring them by northgate soon!

They'll come on special occasions. Alexander goes with his girlfriend and Andrew goes with his friend Josie. She's like a sister. She's going to New York City with us. And yes I always have a blast in the grocery store. Who wouldn't? 😊

And will you please be sure to get a nap. You don't need to be getting sick 🤒

You should bring them tomorrow. They can see how awesome their dad is at leading worship. I'm about to leave so don't worry

Well you should've stopped here for a min bc they're both here and so is Sara



What do you mean should've

They've been quite a few times. I understand what you are saying. But my thinking was since they'd already kinda had their lives ripped apart losing their mom and their grandma I didn't want to tear them away from their friends too at their churches, yk? . But I will ask them!! 😊😊

Oh yi haven't left yet 🤔

You 🤔

I do understand. I'm sorry. Not trying to be pushy. And no I haven't left yet

I don't want to intrude in your home. I appreciate it tho

Don't be sorry

You're not an intruder



iMessage



<9

Hannah

I think I'll feel a little better by lunchtime...

Pfft

iMessage



Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

Oh. Have fun. Do great! I'm about to go to the chiropractor.

Drive safely please let me know

Okay ok 😊

Okay ok 😊

Here

Okay ok 😊😊😊

Thank you

You're welcome. 😊

Tue, Sep 12, 4:43 PM

Back

How was your presentation? Or is still happening?

It was good. How is your back

It's okay 😊

Is it improving from the treatment

I'm not sure honestly.

You're a crazy person

That's a given. 😊 What makes you say that

You'll find out eventually.



I certainly hope so 😊

Do you ever check your mail

Every once in a while. I haven't been lately. Why?

Are you trying to tell me something??

No

That was a question. If I was trying to tell you something I would've stated it in the form of a statement

Okay. I'm too tired to go right now. Maybe tomorrow. Or next week 😊



iMessage



C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation



Edit

Messages

HC
Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...



Not right now

So why am I crazy

You just are. No specific reason.

Michael drives me up THE WALL

like ho

HE irritates me. It's like he thinks he's cute but it makes me want to jump out the window.

If I say "ok" signaling the end of a conversation, he'll say "ok"

Like?! DONT REPEAT WHAT I SAID

same with "yea"

He'll say something, and I'll say yes. He said well that's good. I say yep. He goes "yep". Why??

And he wants me to come "hang out" at SMC this week. Ummm I don't have time to sleep. Let alone hang out at SMC.

Drives me bonkers.

He means well. I know. But bless his heart.

Hahaha! Bless his heart! All I can say about it is, it's dang good thing your window doesn't open.

I'd kill him.

He knows better than that. He knows my daddy. He calls just to remind him "he's everywhere" scares the poor kid to death. It's hilarious.

He really is though. Some of the campus officers know him. Some of his agents live here in Spartanburg, they're watching out for me

That's nice! And as for Michael, you did tell me from the very beginning that he was a bit goofy so there you go

I know. He is. I think he's got some sort of mental or social thing that's not quite fully developed yet. I don't know but sometimes I just want to choke him



Message



C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation

Edit

Messages



HC

Hannah

HC

Hannah Collier

3/11/18

I think I'll feel a little better by lunchtim...

I know. He is. I think he's got some sort of mental or social thing that's not quite fully developed yet. I don't know but sometimes I just want to shake him.



I might be crazy but you're hilarious. Specially the way you w... things

Shaking him might help



I'm not trying to be ugly! But maybe if I shake him, his brain will click and he'll be like, wow this annoying maybe I shouldn't repeat everything she says

Or it could further loosen something up and make it even worse

Oh gosh.

He thinks he's cute. But then it's just annoying. He was all like, I'm gonna move to upstate so I can keep an eye on ya. Like no. I'll punch you in the face. Go away.

😂😂😂 And to make you feel better, it is a fact that guys brains take longer to develop in the social skills area. So above average intelligent females have a difficult time dealing with that sometimes

Is that what I am? Above average? 😂😂 what if I was secretly a dude? 😂😂😂😂😂😂😂😂😂

That's hilarious.

I'm not. But I don't know what that's so funny to me

I'm so tired 😂😂

Well if you are a guy, then congratulations on developing your social skills so early. And yes, you are far above average in the intelligence category. I think we all know this. 😂😂

I'm sorry... not to bug you, but did you eat dinner?



That's hilarious

What do you think? 😂

Sorry. That sounds rude. No. I've not eaten yet.



iMessage



C

Charlotte

1/2/18

Here are the songs this week. We are...
Revelation



EXHIBIT I



Kelsey Todd



TODAY

ME

May I ask you something?

KELSEY

Sure

ME

Well.. my reputation is being severely damaged needlessly and I want to get to the bottom of it. So I just want to clear the air with you bc I felt we always had a fun friendship which was on the up and up. Please be honest. Did you tell Laurel Shaler or anyone else that you felt that I made sexual or inappropriate advances toward you? Or did I ever make you feel that way? 🙄

KELSEY

No I said that you gave me money, and used snapchat.

ME

Ok thank you. Did you feel that me giving you the \$50 for your birthday was inappropriate? Because I gave \$50 to each worship team member and the balcony gang also.

KELSEY

No.

Send a chat



EXHIBIT J



Warren

iMessage
Apr 11, 2018, 8:40 PM

Warren we agreed yesterday that details will be given out. However you told the choir that, "Certain parameters were crossed by James that should never be crossed by a leader of the church". That was too much information and is unacceptable. That puts into a light that I did something wrong. I did nothing wrong in this situation in my opinion. All this is based on accusation not on truths. I believe this entire thing was handled wrong biblically by the leaders of this church. Bottom line is, you said yesterday no details will be given out and what you said was too much information. You need to apologize for saying things you said yesterday you would not say. This is unacceptable.

You have upset the choir members and since you have gone back on your word I now have the



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Warren

You have upset the choir members and since you have gone back on your word I now have the responsibility to tell the truth and will.

Your information is incorrect. I have what I said recorded on my phone. You should evaluate your judgments and actions carefully.

As should you. I am disappointed in you as a leader in the church.

This is what was told me. Please tell me what wording you used that is different from this.

"Warren proceeded to say it was unanimous decision that you resign, that we love James, but there were certain parameters that were crossed that should never be crossed by a leader of the church and that our hearts are hurting for those involved in this"



iMessage



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Warren

I am sorry you are disappointed. The wording is inaccurate. Most is correct. Especially about the part about loving you and being sorry that this happened.

It was stated to me yesterday that nothing would be said, and saying "I crossed certain parameters" I believe is unacceptable. I also believe that had this been handled biblically, that the men of the church, namely you and the pastor would approach me and said James we do not approve of this relationship please stop. Had you done this and not allowed Laurel to take the lead, no poison would've spread, and we all would not be hurting right now. That's why the Bible says that. The Bible says to restore your brother and if he doesn't stop go to him again. If the action continues then you remove them from the church. I was never given this opportunity. The Bible also says women should not be



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Warren

given this opportunity. The Bible also says women should not be leaders in the church. You either believe the entire Bible or you don't. So for example, if the older women are to teach younger women back then and also in today's world, the Laurel should not have taken a leadership role over you and handled this the way she did, using her assumptions and personal opinions to present what I did as inappropriate. Basically she spread poison to the personnel committee members. Had I heard her side of the story I would've left too. I do read the Scriptures very much every day. I do stay in the Word. I did pray a lot about this and I did feel it was God's leading. I spoke with Christian counselor today who disagreed with Laurel's assessment. But yet you allowed her to do what she did. That's why am disappointed. I never did anything inappropriate with Hannah, so I just feel that you saying that and making the choir



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W

Warren 3

I'm keeping my end of the deal and not disclosing anything. Just please tell people that "James feels it was God's will for him to Move on." That is what we agreed on yesterday. I got that any parameters were crossed. Thank you.

Read 4/11/18

James I have just listen again to what I said. Recorded. Your information is not correct. I am done talking. And texting.

That's exactly what Jesus would say. Thank you for being such a great leader and protecting the church.



iMessage

