

Ex. A

**RECEIVED**

**Feb 19 2021**

**SC Court of Appeals**

# **EXHIBIT A**

Appellant A000001



I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits introduced.)

P R O C E E D I N G S

1  
2 THE COURT: This is in the interest of the -- James  
3 Earl --

4 Is that Tegeler?

5 MR. JAMES TEGELER: Yes, sir.

6 THE COURT: Tegeler, did I pronounce that correctly?  
7 (WHEREUPON, there was no response.)

8 THE COURT: James -- James Earl Tegeler v. North --  
9 Northgate Baptist Church, Defendant, and others. Case  
10 number 2020-CP-23-1213.

11 I've got three motions before the Court. One is a  
12 motion by the Northgate Baptist Church to dismiss. The  
13 other one is by Defendant Charlotte Collier, a motion to  
14 dismiss. And then a motion for judgment on the pleadings.

15 And I'll tell you, Counsel, I've just identified  
16 Ms. Davis. So Ms. Davis is one of the Plaintiff's  
17 Counsel.

18 And I'm assuming, sir, that you are Mr. Tegeler?

19 MR. JAMES TEGELER: Yes, sir.

20 THE COURT: Okay. And who I got on this side? I  
21 probably would know you if you didn't have your mask on.  
22 But tell me who you are.

23 MR. NAIL: It's Michael Nail. I represent Northgate  
24 Baptist Church.

25 THE COURT: All right. Mr. Nail. And -- and just

1 like nail, N-A-I-L?

2 MR. NAIL: N-A-I-L.

3 THE COURT: N-A-I-L.

4 All right. And then?

5 MR. HUGHES: May it please the Court.

6 Daniel Hughes. I'm here on behalf of Hannah Collier.

7 She's on the far right.

8 THE COURT: Ms. Collier, how are you?

9 MS. HANNAH COLLIER: Good.

10 How are you?

11 THE COURT: Good, good.

12 MR. HUGHES: And this is Linda Smith. I represent  
13 both of them.

14 THE COURT: All right. Yes, ma'am.

15 MS. SNYDER: Amy Snyder here, Your Honor. And I am  
16 here on behalf of Charlotte Collier. She's the one in the  
17 polka dot top at the end of that row.

18 THE COURT: I should have recognized you, Ms. Snyder.  
19 I've seen you over the years.

20 Okay. I don't really have a preference in terms of  
21 who goes first. But what I'd really like for someone to  
22 do is just kind of give me a little brief synopsis of the  
23 case, even though I've read the pleadings. And just kind  
24 of tell me where you are. Okay.

25 All right. Go ahead. Do you want to do it,

1 Ms. Davis? Who wants to do it?

2 MS. SNYDER: Michael, you are the moving party --

3 THE COURT: Yeah. Go ahead.

4 MR. NAIL: Thank you, Your Honor.

5 THE COURT: Yes, sir.

6 MR. NAIL: I appreciate the -- being able to take off  
7 the mask very briefly.

8 THE COURT: Yes, sir.

9 MR. NAIL: May it please the Court.

10 Good morning.

11 Again, my name is Michael Nail. I practice law at  
12 Ogletree Deakins right here down the street. My firm  
13 represents Northgate Baptist Church.

14 Your Honor, for the purposes of -- of our motion, I  
15 hope to be very brief. I've been wrong before, but I --  
16 but I think I can keep this -- this brief, Your Honor.

17 Northgate Baptist Church is a small not-for-profit,  
18 obviously, church on Summit Drive. Week in and week out,  
19 they have approximately a little under 200 members that  
20 attend the church.

21 Mr. Tegeler was a worship leader at Northgate. And,  
22 eventually, Northgate and its pastor, Dr. Barry Jimmerson,  
23 learned of an inappropriate relationship that Mr. Tegeler  
24 was having with Hannah Collier, an 18-year-old college  
25 student at the time. And they investigated it and,

1 frankly, Your Honor, could have terminated Mr. Tegeler,  
2 but gave him the opportunity to resign. They met with him  
3 on the topic. And he executed a severance agreement  
4 wherein he released any and all claims against Northgate  
5 Baptist Church related to his employment and his  
6 termination.

7 In that meeting, he was offered severance of \$2,600.  
8 He, actually, negotiated that up to double that to \$5,200,  
9 cashed the check, and has not raised the issue since until  
10 we received this complaint nearly two years after he  
11 signed the severance.

12 Your Honor, the severance agreement was attached to  
13 our motion to dismiss and the memorandum. It contains  
14 very clear release language.

15 And -- and, also, Your Honor, there's been a  
16 notion -- or allegation of duress, that he was forced or  
17 induced to sign this agreement during that meeting. I  
18 think the fact that he negotiated that to an increased  
19 amount makes that argument fall flat, quite frankly, Your  
20 Honor. And, also, he hasn't met the conditions precedent  
21 to -- to raising that argument.

22 In a case that we cited in our brief, the Hyman v.  
23 Ford Motor Company case, it is a United States district  
24 court case in the Charleston division. But it cites to  
25 the relevant South Carolina law on this topic. If you're

1 going to raise this issue, this issue of duress, then you  
2 have to return the consideration that you've received for  
3 that release. He hasn't done so.

4 And, also, he never raised the issue of duress  
5 timely, which is, also, a condition precedent to raising  
6 that issue. So even if there was duress in this case,  
7 he's ratified that agreement through his actions and his  
8 failure to return that consideration.

9 So for purposes of our motion, Your Honor, that's my  
10 position at this time. But I respectfully request an  
11 opportunity to respond to any of Plaintiff's arguments as  
12 well.

13 THE COURT: All right. Ms. Davis.

14 MS. DAVIS: Excuse me, Your Honor. I'll get my mask  
15 away from my hearing aids.

16 THE COURT: All right.

17 MS. DAVIS: Okay. So, Your Honor, this involves the  
18 employment of my client with Northgate Baptist Church.  
19 Essentially, this is defamation from -- you've got Linda  
20 Smith, who's the grandmother, Charlotte Collier, who's the  
21 daughter, Hannah Collier, who's the granddaughter. So  
22 you've got three generations involved in the defamation.

23 Both Hannah Collier and Charlotte Collier then  
24 reported my client to Mr. Jimmerson with Northgate Baptist  
25 Church, who is my client's supervisor. At that point in

1 time -- so what happened with -- there was -- my client  
2 had a birthday party for his son on March 11th. At that  
3 time, Hannah Collier had complained of throwing up at the  
4 table during a meal and then, simultaneously, was playing  
5 on her phone and texting. So my client disputes the  
6 allegation that he told Hannah to go throw up if that made  
7 her feel better. So that's -- we dispute that.

8 In addition, my client's comment was, if you feel  
9 good enough to text, then you should feel good enough to  
10 talk to us, instead of being on the phone. This is a  
11 common issue now with the younger generation of bringing  
12 phones to the table.

13 This event then precipitated in an e-mail from  
14 Charlotte Collier on the 12th to my client with several  
15 accusations impinging my client's reputation regarding the  
16 mentorship between my client and Hannah Collier.

17 THE COURT: On the 12th of what -- what month?

18 MS. DAVIS: So -- I'm sorry?

19 THE COURT: You said on the 12th. The 12th of --

20 MS. DAVIS: Yes, on the 12th.

21 So we've got the birthday party on the 11th. We've  
22 got the e-mail --

23 THE COURT: Which -- which month are we talking  
24 about?

25 MS. DAVIS: I'm sorry. March.

1           So this is March 11th. Then March 12th is the  
2 beginning -- this is the beginning of reporting that --

3           THE COURT: Give me -- give me the year that --

4           MS. DAVIS: I'm sorry. 2017.

5           THE COURT: Okay. Go ahead.

6           MS. DAVIS: So the 11th, birthday party, March 11,  
7 2017. March 12th, we begin with the e-mail to my client  
8 from Hannah [sic] Collier with several accusations. My  
9 client in kind then responded, specifically, to Craig  
10 Collier, who is Charlotte's ex-husband -- Charlotte  
11 Collier's ex-husband and Hannah Collier's father.

12           So my client responded just to Charlotte Collier and  
13 Craig Collier. And in that e-mail, he says, I don't think  
14 my relationship with Hannah was inappropriate, disputing  
15 that fact. What we have is my client had what you call a  
16 mentor relationship. We're not talking about I'm a mentor  
17 in a business context or employment context. This is a  
18 church.

19           My client has previous training as a youth minister.  
20 He was a youth minister. He's got the training for  
21 dealing with, you know, young adults, teenagers, so forth.  
22 One of the aspects of that training is what we call  
23 mirroring so that the -- the young adult feels accepted.  
24 So you mirror the activity or behavior of that young adult  
25 in your response. They feel accepted. That's one aspect

1 of the training.

2 When we talk about mentorship, we're talking about  
3 spiritual mentorship and growth. And we're talking about  
4 my client's faith in God in the Christian sense at a  
5 church by demonstration and love of faith with Hannah  
6 Collier. So that is the context here.

7 In that context, it was very clear at the very  
8 beginning of the mentorship in about September of 2017  
9 through, really, around January of 2017 -- excuse me, 2018  
10 and, you know, not so much February, March in 2018. That  
11 is the period of the mentorship that we're talking about  
12 that was consented to by Charlotte Collier.

13 She was aware of the behavior, witnessed the  
14 behavior. She personally had the -- saw text messages  
15 from my client. So we have here in certain aspects of  
16 defamation the false statement.

17 The other aspect is that Hannah Collier reciprocated.  
18 This was consensual. She's saying, you're my father. My  
19 client is my father -- is a surrogate father figure. She  
20 admits to that. I want to be your little girl. I want to  
21 be your daughter. Please treat me like I'm one. I love  
22 your family.

23 So she is consenting to this surrogate father  
24 position of my client. She really had an issue. She  
25 didn't hang up the phone. She doesn't have to be around

1 my client. That's her choice.

2 In the very beginning in September of 2017, there are  
3 text messages back and forth where my client, clearly,  
4 sets the tone that there is nothing romantic. There is  
5 nothing sexual. There is nothing going on in that  
6 respect. And if this makes you uncomfortable, then,  
7 please, let me know and we don't have to hang out.

8 Not only that, he tells her at the very beginning, I  
9 place my trust in you. Because one word from you could  
10 ruin me. And I've built up my faith in the ministry that  
11 I care more about that. So if you've got a problem, you  
12 need to let me know this. So that's where these --  
13 inappropriate relationship is a false statement.

14 And by contrast, also, Defendant Collier -- Charlotte  
15 Collier is aware of this. She tried to date my client in  
16 January -- in about January, February of 2018. She's  
17 hitting on my client. She's pursuing my client. She  
18 wants to date my client by asking him out for one-on-one.

19 So she knows this. My client did not reciprocate.  
20 My client did not want to date her. We have witness  
21 testimony to the fact that she was pursuing my client.

22 So here we have a socially inappropriate and awkward  
23 18-year-old of legal age that consents to a relationship  
24 acting especially in an inappropriate manner in public at  
25 a restaurant where she's a guest of my client and making

1 inappropriate statements at a table at a meal about  
2 vomiting. So we have -- so she knows this is false. So  
3 here we have -- and in addition -- so we've got false  
4 statements.

5 And then Defendant Linda Smith is then making  
6 statements to members in the community, which we provided  
7 affidavits to that effect, of the reckless disregard, the  
8 truth and falsity of the statement. Linda Smith was not  
9 privy to the things she was accusing my client of, to the  
10 consensual relationship between Hannah Collier and my  
11 client. And she's just perpetuating it, even after she  
12 received the cease and desist notice from my client.

13 So in that respect, we have the false statements. We  
14 have the reckless disregard. Those are the key aspects  
15 there.

16 The privilege communication -- well, the factual  
17 dispute will be was that lost? Was this unnecessary  
18 defamation? Did you exceed the scope? And that's  
19 something that discovery will show.

20 And the final aspect is this is slander per se that  
21 is actionable. Because when you make a defamatory  
22 statement about a person's unfitness in their business or  
23 profession, including, like, lack of impropriety such as  
24 having an inappropriate relationship between my client and  
25 Hannah Collier, that is attacking my client's unfitness --

1 fitness in his profession or business. And that falls  
2 under a crime of moral turpitude.

3 And when you have a crime of moral turpitude, the  
4 analysis is not whether the statement was clear on its  
5 face or defamation per -- you know, slander. That's not  
6 the analysis. Because the very accusation of having an  
7 inappropriate -- inappropriate relationship toward my  
8 client is the damage as a crime of moral turpitude.

9 So there we have defamation. From that, we've got  
10 intentional infliction of emotional distress, negligent in  
11 the alternative, negligent infliction of emotional  
12 distress, and civil conspiracy.

13 Quickly, on civil conspiracy, that's something that  
14 will show in discovery as well. But we've got Hannah  
15 Collier and Charlotte Collier talking with Linda Smith,  
16 who's perpetuating this inappropriate relationship,  
17 activities, or behavior in the community. We've got the  
18 harm of my client intentionally done in joint  
19 participation.

20 In addition, we've got Hannah Collier and Charlotte  
21 Collier reporting my client to the church and these  
22 actions with Laurel Shaler, who is the head of the  
23 personnel committee who supposedly was responsible for the  
24 investigation. The issue with that, Your Honor, is that  
25 my client was only approached on March 14 of 2018 prior to

1 his termination not to contact the Collier family.

2 Here in that timeline on March 12th, my client then  
3 responds to Hannah [sic] Collier. Following that, on  
4 March 14th, prior to when Laurel Shaler and Barry  
5 Jimmerson with Northgate Baptist Church approached him, he  
6 had what I would call a goodbye e-mail.

7 THE COURT: Let me ask you this, you -- you're going  
8 to, at some point, get to this release; right?

9 MS. DAVIS: I'm sorry.

10 THE COURT: This release that your client signed --

11 MS. DAVIS: Yeah.

12 THE COURT: -- you're going to get to that at some  
13 point?

14 MS. DAVIS: Yeah.

15 THE COURT: Okay.

16 MS. DAVIS: So -- and with respect to the release,  
17 Your Honor, so that kind of gives an explanation. As far  
18 as the release goes, the next part was Defendant Northgate  
19 Baptist Church.

20 So now, we have the termination agreement on 4/10 of  
21 2000 and -- of April 10th, 2018. At this meeting, my  
22 client is blind sided. So here he goes into what he  
23 thinks is a staff meeting. Other than talking with Laurel  
24 Shaler and Barry Jimmerson on March 14th of 2018 where my  
25 client shows a text message showing that Hannah Collier

1 thinks my client is like a father figure and wants to be  
2 his surrogate daughter. And Barry Jimmerson says, I don't  
3 think that's appropriate. But Laurel Shaler is like,  
4 Well, I do think it's inappropriate.

5 So my client -- the church never asked my client for  
6 any other information to defend himself, to talk about the  
7 situation. That never happened.

8 So on March 10th -- I'm sorry. On April 10th of  
9 2018, my client walks in and he is under a  
10 verage [phonetic] of harassment, hostile shaming from  
11 Barry Jimmerson, who's his supervisor, and Warren Peden,  
12 who has nothing to do with the personnel committee, has  
13 nothing to do with being on, you know, anything --  
14 relation -- he's just there. It's like a security aspect.  
15 He's a large man. My client was scared of him.

16 These two men are yelling at my client saying, I  
17 can't believe you did this. I can't believe this. I  
18 mean, he's getting shamed and yelled at. My client is  
19 sitting there shocked. Then Laurel Shaler says, We are  
20 accusing you of inappropriate contact with young girls in  
21 the congregation.

22 They listed Kelsey Todd, who was a legal adult in the  
23 sound production that my client was responsible for  
24 managing within the scope of his representation -- scope  
25 of his employment. Well, that's moot.

1           Then they, also, talk about -- the other example  
2           Laurel Shaler brings up is -- is my client was asking  
3           young girls to go on a trip to New York. That was, also,  
4           moot. I've explained that in my response.

5           But the other example was the church then, even  
6           though they were aware of the mentor relationship, aware  
7           of Hannah Collier's background coming from a broken home,  
8           being emotionally unstable, as we have testimony from  
9           witnesses, even though that was all -- now, Laurel Shaler  
10          is saying that the relationship is inappropriate since the  
11          beginning. So, now, my client is shocked.

12          And then that is during the time at which whatever  
13          negotiation -- or it's, actually, 2,000 went to 4,000 --  
14          about 40 -- about twice, a little over. However, at that  
15          point, my client is, like, do I have to sign this now?

16          THE COURT: All right. Counsel, you -- you -- I'm  
17          sure -- you realize that you're not the only case I've got  
18          today; right?

19          MS. DAVIS: Okay. Sorry.

20          So in any case --

21          THE COURT: So I -- you know, I want to listen to  
22          you. But I just want you to realize that we do have a  
23          time constraint.

24          MS. DAVIS: Yes, Your Honor.

25          THE COURT: All right. And I want to hear from all

1 the lawyers that have got two other motions. So --

2 MS. DAVIS: Yeah.

3 THE COURT: And I read the pleadings. So I -- I know  
4 what it's about.

5 So go ahead.

6 MS. DAVIS: So to wrap up, Your Honor, my client then  
7 is threatened by Barry Jimmerson that if you don't sign  
8 this now -- Laurel Shaler says he can't leave the premises  
9 until he signs this contract. My client -- Barry  
10 Jimmerson then tells my client, If you don't sign the  
11 contract, we'll put you before the congregation. And the  
12 congregation can vote whether you're -- against the  
13 charge, whether you should be terminated for having  
14 inappropriate contact with young girls in the  
15 congregation. That only applies to members, not  
16 employees, according to the articles of incorporation.  
17 And the employee -- the team ministry handbook, which I've  
18 explained, that does not apply in this context.

19 That is when my client broke down and started crying.  
20 That is when his will was oppressed. This is when the  
21 duress happened. At this point, he is not of sound mind.  
22 He believes that he is being accused of touching young  
23 girls, inappropriate contact. So this sends him over the  
24 edge. Visibly, you can see his -- visibly emotional  
25 state.

1           So here we have the duress, being overpowered. We,  
2 also, have fraud and inducement. Because the threat of  
3 putting him before the congregation is not the process for  
4 the articles of incorporation or the handbook.

5           In addition to that, we, also, have  
6 false imprisonment because he was not allowed to leave.

7           THE COURT: Let -- let me ask a question. I'm  
8 assuming that when he met with Mr. Jamerson [sic] and the  
9 other person that he, obviously, did not have legal  
10 counsel at that time?

11          MS. DAVIS: Correct. He had no --

12          THE COURT: So he got you -- so he got you later on;  
13 is that correct?

14          MS. DAVIS: Yes.

15          THE COURT: He hired you?

16          MS. DAVIS: That's correct.

17          THE COURT: All right. Here's my question, and I'll  
18 be glad to hear everything you want to tell me. But  
19 Counsel made a very interesting point when he -- when he  
20 stood and talked about, at least, one of the allegations  
21 in the complaint about duress.

22                 My question to you is, if, in fact, that's how he  
23 felt and he returned the money to the church and said,  
24 listen, I thought I was -- I thought I was under duress  
25 when I -- when you gave me this money. Here's your money

1 back, bam.

2 Did he do that, or did he keep the money?

3 MS. DAVIS: No. He has not done that. Because we're  
4 claiming that is part of his damages. So we are claiming  
5 that's part of his damages.

6 But as far as the release goes, Your Honor, the -- we  
7 find that that section -- section three primarily is -- it  
8 is ambiguous -- I'm sorry, it is ambiguous. We do think  
9 it's ambiguous. You've got -- we're releasing all these  
10 kinds of claims.

11 And then -- but within that, it's unenforceable. And  
12 it's against public policy. Because you can't disclaim --  
13 you can't release from -- the maker of the release cannot  
14 disclaim its own negligence, its own gross negligence, or  
15 intentional tort. That's against public policy.

16 THE COURT: Well, let me ask you this, I just looked  
17 at -- in the release, it says that he's releasing any and  
18 all claims as it relates to Northgate Baptist Church. Any  
19 and all claims.

20 MS. DAVIS: So there's -- the other section, Your  
21 Honor, says where this -- this release does not apply to  
22 causes of action that arise after the execution of this  
23 agreement. We do have defamatory statements that were  
24 made by Warren Peden before the choir after my client was  
25 terminated on 4/11 of 2018, saying my client was

1 terminated for having an inappropriate relationship with  
2 one of the teenagers.

3 We, also, have another instance where Barry Jimmerson  
4 then released the details of my client's termination --

5 THE COURT: And all this occurred --

6 MS. DAVIS: -- to another member --

7 THE COURT: -- after April 10th --

8 MS. DAVIS: That was after April 10th of 2018.

9 THE COURT: And that's --

10 MS. DAVIS: The other --

11 THE COURT: Go ahead.

12 MS. DAVIS: Yeah. So the other aspect as well is  
13 when a cause of action accrues is what matters. And it  
14 doesn't accrue until you have a [inaudible]. So the  
15 accrual of the causes of action don't become awry until  
16 they occur.

17 So our argument, Your Honor, is that these rights  
18 didn't accrue until after the signing of the contract.  
19 Not only that, the signing of the contract and the manner  
20 of it is part of the tortious conduct. So you can't  
21 disclaim something without reasonable opportunity while  
22 the tortious conduct is happening.

23 In addition to the release, Your Honor, we discussed  
24 duress. Duress then ties in some of the other causes of  
25 action like false imprisonment, fraud, inducement, so

1       forth.

2               We, also, address that the ambiguity, the  
3       unenforceability of certain causes of action. And part of  
4       that is when you release -- if you intend to release those  
5       causes of action, it needs to be explicitly clear, which  
6       it is not, with respect to those individual torts. And  
7       when you look at Section 3B, that is not the case.

8               You have to be very clear that you are disclaiming  
9       those individual causes of action, negligence, gross  
10       negligence, intentional torts. So that is not very clear.  
11       We have a laundry list in that of all different kinds --  
12       some of it doesn't apply to my client --

13              THE COURT: Let me ask you something, I'm looking at  
14       your complaint. Every -- everything that -- that I'm  
15       reading in your complaint alleges conduct from October of  
16       2017 through March of 2018. You just told me a minute ago  
17       that a lot of this conduct occurred after April 10th. I'm  
18       looking at your complaint. I don't see any allegation --

19              MS. DAVIS: It's towards the end, Your Honor.

20              THE COURT: I'm just -- I'm -- I mean, the period of  
21       time that you're -- the period of time that I'm looking  
22       at --

23              MS. DAVIS: It should be chronologically towards the  
24       end, Your Honor. Because I do mention Warren Peden  
25       announcing termination to the choir.

1 THE COURT: All right. Go ahead. Move it along so I  
2 can hear Counsel's response.

3 MS. DAVIS: So, at that point, I think, Your Honor,  
4 I've covered a lot of the main -- intentional infliction  
5 of emotional distress. That's something in discovery.  
6 But my client did go to counseling after this incident,  
7 sleeplessness. He experienced bodily manifest --  
8 manifestation to this outrageous contact -- contact -- I  
9 mean, outrageous conduct.

10 Negligent intentional infliction of emotional  
11 distress. I do -- in my response, I do outline that this  
12 is a new cause of action. There is a premise outside of  
13 the bystander recovery theory. And I explained that.  
14 That is not the only factor for negligent infliction of  
15 emotional distress. We have a precedent that  
16 foreseeability is a limiting aspect.

17 And so the analysis is very similar to intentional  
18 infliction of emotional distress, despite typical  
19 negligent -- negligence elements.

20 Thank you, Your Honor.

21 MR. NAIL: Thank you, Your Honor.

22 In response to the -- the duress argument, duress  
23 is -- is, basically, defined as coercing someone into  
24 doing something that's not of their free will. I think  
25 the fact that he negotiated that agreement to double what

1 he was offered entirely deflates that.

2 But if that wasn't enough, Plaintiff's motion,  
3 actually, attached an exhibit H, which are text messages  
4 between the Plaintiff and Warren Peden, the member that  
5 Ms. Davis referenced as the large man who was present in  
6 this meeting. And Mr. Tegeler, actually, references the  
7 meeting the day before.

8 THE COURT: Is that attached to your memorandum?

9 MR. NAIL: It's in Ms. Davis' memorandum, Your Honor.  
10 It's exhibit H.

11 THE COURT: Okay.

12 MR. NAIL: And Mr. Tegeler, the Plaintiff, actually,  
13 refers to that meeting the day before and says, Warren, we  
14 agreed yesterday that no details would be given out. He  
15 goes on to say, I'm keeping my end of the deal and not  
16 disclosing anything we agreed on yesterday.

17 So, clearly, even after that -- this meeting that  
18 was, apparently, such a shock and -- and caused such  
19 disbelief to Mr. Tegeler, he was talking about it the day  
20 after with one of the accusers. This duress argument  
21 entirely falls flat for that argument.

22 But even if duress was a valid argument, he hasn't  
23 met the conditions precedent, as I stated earlier, by  
24 returning the money and raising the issue timely. He  
25 waited until nearly two years after the agreement was

1 signed to raise the issue for the first time in the  
2 complaint.

3 Also, responding to Ms. Davis' argument about  
4 releasing future claims, of course, you can't do that.  
5 You cannot release future claims. But the only one that  
6 she mentioned was a claim that happened after his  
7 termination was defamation on behalf of Warren Peden, who  
8 is a member of the church, not an agent of the church.

9 So the church -- they have released all claims  
10 against the church that arise out of his employment and  
11 relate to the termination on the clear face and language  
12 of the agreement.

13 And, lastly, Your Honor, taking the arguments of  
14 Plaintiff's Counsel, Ms. Davis, at face value to -- to  
15 their reasonable interpretation, it would, basically,  
16 invalidate almost every severance agreement, every  
17 settlement agreement that has this similar language in the  
18 state. I don't think that would be a -- a proper result.

19 This was a -- a valid and enforceable agreement with  
20 valid consideration. And we -- we believe it's  
21 enforceable and should result in the dismissal of the  
22 claims against Northgate.

23 THE COURT: Okay. Ms. Davis, anything shortly in  
24 reply to that before we go to the next motion?

25 MS. DAVIS: Yes, Your Honor.

1           As far as the causes of action accrued there from  
2 when injury and damages are complete, that's when the  
3 right becomes -- that's when the Plaintiff has a right.  
4 So I, actually, do explain the causes of action and when  
5 the right, actually, accrues does fall after the  
6 termination agreement. So that is incorrect. The -- the  
7 wrongful termination as well could soon be accrued after  
8 the event. So I do want to address that.

9           As far as Warren Peden goes, Laurel Shaler, who's the  
10 head of the personnel committee, before that choir  
11 practice came to the room and said my client won't be  
12 teaching anymore. Warren Peden then stands up and makes a  
13 statement. So here we have Warren Peden was, also, part  
14 of the termination.

15           So I don't agree that Warren Peden wasn't an agent.  
16 He was part of the termination. And he speaks after  
17 Laurel Shaler with apparent authority. In addition -- and  
18 I do explain that in more detail in my response.

19           In addition to the scope of the release, just because  
20 my client said something about confidentiality, there  
21 isn't in the release something about the church  
22 maintaining confidentiality. That was agreed upon in the  
23 actual separation agreement. The confidentiality  
24 provision relates only to my client being confidential,  
25 not the church. So that's separate in addition to the

1 contract and termination.

2 Just because my client agreed to confidentiality does  
3 not mean that there was a meeting of the minds with  
4 respect to the release and the language therein.

5 Thank you, Your Honor.

6 THE COURT: Okay. What's the -- the next motion?

7 (WHEREUPON, there was no response.)

8 THE COURT: Ms. Collier? Who's representing  
9 Ms. Collier?

10 MS. SNYDER: Charlotte Collier, Your Honor, or Hannah  
11 Collier?

12 THE COURT: It looks like Defendant -- is it  
13 Charlotte Collier?

14 MS. SNYDER: That's me.

15 THE COURT: That's the next one.

16 MS. SNYDER: Okay. Your Honor, since I'm -- I'm left  
17 off the table, I'm going to come up to this podium and  
18 move it back a little bit from these nice ladies.

19 Is that --

20 THE COURT: That's -- that's fine.

21 MS. SNYDER: Okay. I've got -- I've got to put my  
22 notes down.

23 THE COURT: Okay.

24 MS. SNYDER: Your Honor, may it please the Court.

25 I'm Amy Snyder.

1 THE COURT: Yes, ma'am.

2 MS. SNYDER: I represent Charlotte Collier. She is  
3 she mother of Hannah Collier. Charlotte's over there in  
4 the polka dot shirt. Hannah is the young girl that is  
5 being discussed in all of this over there in the white  
6 sweater.

7 Ms. Collier had been a member of Northgate Baptist  
8 Church all of her life. I don't want to dig too deeply  
9 into the facts because this is a motion to dismiss that  
10 I've made on the pleadings of the complaint, Your Honor.  
11 And -- and we have a motion to dismiss as a procedural  
12 remedy because it can end cases that should have never  
13 been brought. And that's where we are today. We are here  
14 being forced to defend a case that has never been  
15 brought -- that shouldn't have been brought.

16 In the complaint, what the Plaintiff alleges is that  
17 he -- he placed himself in a supervisory position over an  
18 18-year-old girl unrelated to him, unrelated to his job.  
19 Because he's the worship minister. He's -- you know, he  
20 is not the youth pastor.

21 He's giving her financial gifts. That's in paragraph  
22 18. He alleges the 18-year-old was vulnerable. That's in  
23 paragraph 23. He alleges he decided to form a mentorship  
24 relationship with an 18-year-old girl. That's in  
25 paragraph 27. Plaintiff invited the 18-year-old to social

1 gatherings and on trips. That's in paragraph 31.

2 Plaintiff reported on observations, assessments, and  
3 issues regarding an 18-year-old girl to church staff.  
4 That's in paragraph 36. Plaintiff became a confidant to  
5 an 18-year-old girl for her personal issues and family  
6 issues. That's in paragraph 38. Others noticed the  
7 vulnerable 18-year-old Defendant being expressive and  
8 affectionate toward the Plaintiff. That's in paragraphs  
9 42 and 43 of the complaint.

10 Plaintiff attempted to redirect the anger of an  
11 18-year-old Defendant in a public setting. And the  
12 Defendant did not respond well to this. That's in  
13 paragraph 45. After, the Plaintiff alleges that the  
14 membership -- the mentorship was not working and was  
15 reduced and limited in paragraph 53. He invited the girl  
16 to a family birthday party and then corrected her behavior  
17 with regard to her cell phone usage at the table.

18 This is what the complaint alleges. Every bit of  
19 that is the definition of an inappropriate relationship  
20 with a grown man and a young girl. And I represent this  
21 young girl's mother. And she's legitimately concerned  
22 about that.

23 If -- if Ms. Collier had come to my office before  
24 these events occurred and told me this tale that's set  
25 forth in the complaint, I would have said, this is what

1 you need to do, you need to go to the church. And you  
2 need to make sure what you tell the church is factually  
3 accurate. And -- because she has a right to defend and  
4 look after her daughter whether she's 17 or 19. It  
5 doesn't matter. This idea that she's 18 and suddenly  
6 she's not her mother's daughter any more and she's not a  
7 young girl.

8 So what the complaint alleges that Ms. Collier did  
9 was go to the church and speak to the pastor, Pastor  
10 Jimmerson. That is the only person Ms. Collier spoke to.  
11 And Ms. Collier and Hannah both at that meeting said she  
12 felt that they were going to leave the church because she  
13 felt the relationship between her daughter and this older  
14 man was inappropriate, but not sexual or romantic. The  
15 complaint alleges that.

16 The complaint is clear that there were no allegations  
17 that they were having a sexual relationship. She just  
18 didn't feel that the -- the relationship, as outlined in  
19 the complaint, was appropriate. And she's that -- this  
20 girl's mother. And then she asked this gentleman not to  
21 have any contact with his mother [sic] anymore.

22 There's a million reasons why this doesn't fit the  
23 legal definition of defamation. For -- for starters, it's  
24 not a defamatory statement to say the relationship is  
25 inappropriate. That -- that's an opinion statement by its

1 nature.

2 Defamation has to be facts. It has to be something  
3 that can be true or false, not an opinion. And -- and  
4 whether the relationship that is outlined in the complaint  
5 is appropriate or inappropriate is an opinion. It's not a  
6 case where innuendo is involved. Because the parties were  
7 completely clear that the relationship was not sexual.  
8 It's a part -- it is certainly -- if it were a -- deemed  
9 to be a factual statement, it would be true. The  
10 relationship is inappropriate.

11 And then you've got the issue of qualified privilege.  
12 You have got a mother and a young woman going to talk to a  
13 pastor at their church about a family situation within the  
14 church that concerns them. They don't go off into all  
15 this that -- that Ms. Dickson [sic] went into. The  
16 complaint alleges one defamatory statement. And that is,  
17 I believe the relationship was inappropriate, but not  
18 sexual.

19 Then it is published to one person, the pastor of the  
20 church. And -- and that relationship itself for purposes  
21 of the church's involvement, the church is his employer,  
22 it is their church makes that a qualified privilege. So  
23 there isn't any defamation in this case.

24 And I read all this stuff that Ms. Dickson has put  
25 in. And this all sounds more like the Harper Valley PTA

1 than the Northgate Baptist Church. But, in reality,  
2 there's a legal framework that a defamation suit has to  
3 meet. This is not a place to come and vent because you're  
4 unhappy and spew your dirty laundry everywhere.

5 It is very concerning to me that these people have  
6 filed public documents accusing this young girl of being  
7 mentally ill and -- and going through the relationship of  
8 her parents. It is vindicative and it is wrong. And,  
9 apparently, it's going to continue because we got 50 more  
10 pages of it yesterday afternoon with -- with all of these  
11 affidavits and these text messages, which any person can  
12 go online in Greenville County and click on and see.

13 And in the end, what keeps these things from  
14 happening is the fact that this complaint has to state a  
15 legal claim. It's not enough that he's upset about this.  
16 It's got to fall within the legal parameters of  
17 defamation. And on the terms of the complaint itself, it  
18 does not.

19 With regard to outrage, that's a question of law.  
20 And it's got to be so extreme that no reasonable person  
21 could possibly bear it. And for a mother to go to a  
22 minister and express concerns that the relationship is  
23 inappropriate between one of his employees and her young  
24 daughter is not outrage. And if it doesn't meet that  
25 test, it isn't going to meet that test for intentional

1 infliction.

2 With regard to the conspiracy claims, apparently, the  
3 basis of that seems to be all these people knew each other  
4 and talked to each other. That's not a basis for civil  
5 conspiracy. She -- he's got to prove damages beyond the  
6 causes of action he has pled against these individuals.  
7 He's got to prove that there -- the conspiracy is  
8 something different than the causes of action. And -- and  
9 that's not pled, or proven, or even a correct statement of  
10 law.

11 It -- it really all comes back to the defamation.  
12 And in this instance, there is not a defamatory statement.  
13 It's not factual -- the statement's not factual. The  
14 statement is true. The statement is privileged. And this  
15 needs to stop today. She's talking about doing discovery.  
16 But -- but if she can't state a claim, we don't get to  
17 discovery.

18 She said something about an e-mail from my client to  
19 her -- to her client saying, Please, don't contact my  
20 daughter anymore. There would be no publication of a  
21 private e-mail. And that's not really listed as the basis  
22 of defamation in the complaint.

23 What's really important here and what I -- I hope we  
24 can focus on is not who texted who, and who did this, and  
25 who did that, and who wanted to date who, but what is

1 actionable under South Carolina law. And -- and this  
2 tawdry tale that they have -- have cooked up isn't  
3 actionable under the terms that they have pled in their  
4 complaint.

5 In fact, the complaint supports in every way the fact  
6 that this was an inappropriate relationship between an  
7 older man and a young girl. And if a mother can't go to  
8 a -- her minister in -- in extremely limited terms and  
9 say, I feel this is inappropriate and -- and we're going  
10 to leave the church and I think you need to know, then  
11 that's -- that's not the kind of world any of us live in.  
12 That's not the law of this state. She wants us to think  
13 it is. She wants us to think you can be sued for that  
14 behavior.

15 But, in fact, that is the exact course Ms. Collier  
16 should have taken. Her -- her statements were measured.  
17 They did not go beyond the existing circumstances. They  
18 were limited to who she gave them to. She has no other  
19 choice in this instance.

20 And -- and I heard Ms. Dickson say that, apparently,  
21 there were accusations regarding other girls. So what  
22 happens if she doesn't go to the church and she doesn't  
23 say this is happening to my daughter and something happens  
24 with somebody else's daughter? As a parent, that idea is  
25 appalling to me. The law of defamation does not prohibit

1 what happened here. This is not an actionable set of  
2 facts.

3 Thank you.

4 THE COURT: All right. Ms. Davis.

5 MS. DAVIS: Yes, Your Honor.

6 Your Honor --

7 THE COURT: Specifically -- specifically, make -- the  
8 defamatory statement that is alleged in the complaint, I  
9 want you to elaborate a little bit about that.

10 MS. DAVIS: Okay. Yes, Your Honor.

11 So here we have the -- Charlotte Collier and Hannah  
12 Collier went to not just a church minister, but my  
13 client's supervisor and employer to report my client  
14 having an inappropriate relationship with Hannah Collier.  
15 Okay. In this instance, they are accusing my client of  
16 lacking impropriety with respect to working with the  
17 church. That in itself the very capstone -- you don't get  
18 into -- you know, first of all, truth is an affirmative  
19 defense, not -- not -- it's an affirmative defense raised.  
20 But there is a lot of -- there's a factual dispute as to  
21 what -- you know, what is an inappropriate relationship.

22 However, the accusation of such when Charlotte  
23 Collier comes in this Court with unclean hands, tried to  
24 pursue a romantic relationship with my client. And then  
25 because -- and then not only that, the birthday party that

1 he's accused of is -- did not happen. There's a factual  
2 dispute of telling Hannah Collier to go throw up. My  
3 client denies that.

4 In addition, Charlotte Collier made and published  
5 statements of other accusations in -- you know, my client.  
6 And that was published to Craig Collier, the father. In  
7 addition, in the memorandum by Ms. Snyder, she admits that  
8 Jimmerson -- Barry Jimmerson came to their home and spoke  
9 to the family. That, I understand, also, included Linda  
10 Smith, if I'm not mistaken. So this is being published in  
11 front of other people, multiple people to Craig Collier,  
12 Linda Smith, and so forth.

13 So in that instance, here, we have -- I do think that  
14 Charlotte Collier is coming with unclean hands making a  
15 statement of my client lacking propriety and -- and is  
16 unfit in his profession, which is actual slander per se  
17 for accusing someone of a crime of moral turpitude with  
18 her daughter. So I disagree to that effect. I do believe  
19 that this is a false statement when [inaudible].

20 And to that -- in addition, this -- you know, I did  
21 address that these gifts that they're talking about, these  
22 were done with the consent of Charlotte Collier. There  
23 are -- discovery will show that there are text messages  
24 going back and forth about Christmas presents. There --  
25 the memorandum addresses \$500 given to Hannah Collier.

1 That was for the entire family for presents at Christmas.  
2 That was for Tyler Collier. That was for Charlotte  
3 Collier, Hannah Collier. These gifts were asked with  
4 consent, do you want --

5 THE COURT: Do they, specifically, indicate that the  
6 gifts were for the entire family? Did that --

7 MS. DAVIS: For the entire family.

8 THE COURT: That's -- that's what you say, or that's  
9 what he said? I mean, the gifts --

10 MS. DAVIS: The gifts, they're -- the gifts are -- I  
11 mean, the nature of the gifts were discussed with consent.  
12 And Hannah Collier was the one responsible for getting  
13 them.

14 So that is disputed --

15 THE COURT: Why -- why wouldn't he just give them  
16 to -- if he knew he was giving them to other members of  
17 the family, why give it to Hannah? Why not just give them  
18 to everybody? Everybody -- everybody he was giving a  
19 Christmas gift to, why didn't you just give it to them?  
20 Why did she have to be the distributor for the Christmas  
21 gifts? I'm just asking a simple question.

22 MS. DAVIS: I mean, you know, I think that was what  
23 was agreed upon. I mean, that was so that she --

24 THE COURT: She could what?

25 MS. DAVIS: You know, I mean, he could give them -- I

1 mean, that's -- in this instance, I mean, this wasn't like  
2 I'm giving you a cash gift. This is money for Christmas  
3 so you feel like you have a Christmas, you have something,  
4 you know, to have and spend so you don't feel left out at  
5 Christmas --

6 THE COURT: But she has a family. Why would she feel  
7 left out? She has -- she has her own family.

8 MS. DAVIS: Your Honor --

9 THE COURT: Well, I -- you know, he -- he can talk to  
10 you and you can talk to me. I'm just -- I'm just trying  
11 to -- to understand a couple of things. I mean, she has a  
12 family, why --

13 MS. DAVIS: She -- she complained about not having  
14 any money for Christmas, Hannah Collier.

15 (WHEREUPON, the Plaintiff and Ms. Davis had an  
16 off-the-record discussion.)

17 MR. JAMES TEGELER: She -- she said, I don't have  
18 money to buy y'all gifts and I feel funny.

19 MS. DAVIS: Yes.

20 MR. JAMES TEGELER: And as a mentor, she, also, was  
21 an intern --

22 THE COURT: All right. Hold on --

23 MS. DAVIS: That's --

24 THE COURT: Hold on one second. He's -- he's  
25 talking. I've got --

1 MR. JAMES TEGELER: I --

2 THE COURT: Hold on. Hold on. I've got the court  
3 reporter here. She needs to know who's talking.

4 So, sir, I -- you've got a lawyer. So we're trying  
5 to hear it from your lawyer. But, certainly, if you want  
6 to tell your lawyer something.

7 But let the record reflect that -- that the Plaintiff  
8 did indicate -- had a conversation with his -- with his  
9 attorney.

10 I'm -- I just asked the question because it was a  
11 very simple question. Because I'm looking at the  
12 allegations in the complaint and I'm -- and I'm trying to  
13 piggy back upon what Ms. Snyder just -- the paragraphs  
14 that she referenced. And I'm looking at them. And I just  
15 wanted to ask that question.

16 So -- so that's why I asked about the gifts.  
17 Because, I mean, obviously, she has a family. So he felt  
18 it was his responsibility to give the family \$500.

19 Is that what I'm hearing?

20 MS. DAVIS: Your Honor, yes. I mean, he felt that  
21 because he was hosting the event and because Hannah  
22 Collier was complaining about, you know, we can't provide  
23 gifts for the family, we don't have money for gifts for  
24 ourselves. That -- the money was for so they could buy  
25 gifts for --

1 THE COURT: Where did the money come from?

2 MS. DAVIS: Excuse me?

3 THE COURT: Where did the money come from, the \$500?

4 MS. DAVIS: My client.

5 THE COURT: His -- his money?

6 MS. DAVIS: His money.

7 THE COURT: His personal funds?

8 MS. DAVIS: His personal.

9 THE COURT: Okay.

10 MS. DAVIS: Now, in addition to that, my client,  
11 also, saves \$200 every month for gifts, birthday gifts,  
12 Christmas gifts. That's not unique to this family. He  
13 does that for all the members for birthdays, holidays, so  
14 forth. So his gift giving is something that the church is  
15 aware about, knows. So this isn't special treatment in  
16 this instance, no.

17 In addition to that, Your Honor, I think -- with  
18 respect -- I've already addressed some of the other  
19 aspects, you know. The constant reference of Hannah  
20 Collier as a young girl, she's a legal adult. And I think  
21 that needs to be addressed that she has the right to enter  
22 into consensual relationships, which she does and  
23 maintains that.

24 Hannah Collier was socially inappropriate and  
25 socially awkward, not just in this instance with his

1 son -- my client's son's birthday party, but throughout  
2 this entire -- she's very condescending towards members of  
3 the team when at practice. So my client wasn't just  
4 redirecting one time. This was a redirection in a polite  
5 manner over time.

6 I think that's primarily what -- an opinion, Your  
7 Honor, I've already addressed. That is still actionable.

8 THE COURT: Okay. Anything else before we go to the  
9 next --

10 Ms. Snyder.

11 MS. SNYDER: Just very briefly.

12 THE COURT: Yes, ma'am.

13 MS. SNYDER: Unclean hands, that's an equitable  
14 defense and that doesn't have anything to do with this.  
15 Whether she's texting -- it appears to be like she --  
16 we're all being sued because she had bad table manners and  
17 socially awkward mannerisms, all of which is not  
18 actionable. But that -- that's what I'm hearing. And,  
19 actually, the more they talk, the less appropriate this  
20 relationship seems to be.

21 I don't have anything else.

22 THE COURT: Okay. Ms. Smith, who's representing --  
23 that's you?

24 MR. HUGHES: Yes, sir.

25 May it please the Court.

1 THE COURT: Yes.

2 MR. HUGHES: Daniel Hughes. I'm here on behalf of  
3 Hannah Collier and Linda Smith, who's the grandmother.

4 THE COURT: And Linda Smith is?

5 MR. HUGHES: Right here.

6 THE COURT: In the pink. Got you.

7 MR. HUGHES: Judge, for the purpose of the motion and  
8 for this entire case, the interest of Hannah Collier,  
9 Linda Smith, and -- and Charlotte Collier align. So I'm  
10 going to -- I'm not going to go through every argument  
11 made by Ms. Snyder in the interest of time. But I do want  
12 to flesh out a few things.

13 THE COURT: Yes, sir.

14 MR. HUGHES: I think it's very important and I want  
15 to reiterate something that Ms. Snyder told you twice when  
16 she was arguing that this case should have never been  
17 brought. In all due respect to Ms. Davis, this case  
18 should have never been brought. I've been dealing with  
19 this issue since 2018.

20 Craig Collier is -- he works for the South Carolina  
21 Law Enforcement Division. He knows -- a friend of his is  
22 in law enforcement who I know. He referred Charlotte and  
23 Hannah to me to address a demand letter that was sent by  
24 Ms. Davis to them, based on these same accusations of  
25 defamation.

1           And in my response to Ms. Davis back in 2018, I laid  
2 out exactly why this was not defamation. And nothing has  
3 changed over the course of two years as to why this is not  
4 defamation, which Ms. Snyder did an excellent job  
5 explaining to you why it does not meet the elements of  
6 defamation under South Carolina law. This case needs to  
7 stop now. And you've got the authority, as a matter of  
8 law, to make it stop.

9           Now, I have filed an affidavit yesterday from Hannah  
10 Collier. And I think -- for the purposes of showing the  
11 truth of this alleged defamatory statement of an  
12 inappropriate relationship, I think it's important for the  
13 Court to see the nature of some of the text messages  
14 between this Plaintiff and worship minister at a church in  
15 his mid 50s to a high school student.

16           And attached to this affidavit which has been made  
17 part of the record -- and if you'll just bear with me, I'm  
18 just going to read through these --

19           THE COURT: Go ahead.

20           MR. HUGHES: -- because it's important.

21           Hey, princess -- this is from Mr. Tegeler to Hannah  
22 Collier. Hey, princess, while I'm falling asleep, I was  
23 thinking of you and how thankful I am to have you in my  
24 life. You are seriously the best friend and family member  
25 anyone could ask for, especially for the way you take up

1 for those you love. Like tonight, you were so upset for  
2 your brother. By the way, I ordered him a Fitbit. You  
3 truly do watch out for others more than you do yourself.  
4 You've made this one of the best years of my life. That's  
5 right, you. I love you so much. I can't wait for our  
6 first family Christmas together. You're a sweetie pie and  
7 a cutie pie all mixed into one amazing person. I'm so  
8 proud to have you in my life. And I can't get enough of  
9 you. I'll snap you in the a.m. That's Snapchat.

10 I love you sweet, awesome, ninja, princess daughter.  
11 Good morning. I love you. Here's a story for you, once  
12 there was a beautiful princess who had a beautiful heart  
13 and a beautiful soul. And whenever she smiled, her face  
14 lit up and her eyes twinkled like a twinkling [inaudible]  
15 star on a crisp, clear winter night. Everyone she came in  
16 contact with could feel her love, and warmth, and  
17 kindness. I loved her very much and knew I didn't want to  
18 live without her. So I adopted her into my life and into  
19 my family. And I always want her to stay there. I  
20 promise that I will never leave her. And she will always  
21 be my princess. I love you, baby girl. Sweet dreams.

22 I love you longer -- even longer than that. So last  
23 Christmas, I never imagined in my wildest dreams that such  
24 a cute, sweet, vibrant, thoughtful, caring and smart young  
25 lady would be in my life and in my heart. And to get to

1 have a family Christmas with her and her family is so much  
2 more than I could ever ask for. God is good. You've got  
3 to know if you look at me with those bright sparkling blue  
4 eyes and ask for something, I'll give it to you. Probably  
5 shouldn't have told you that, but it's too late now.  
6 Merry Christmas Eve, princess, the first of many.

7 I hope I'm not dreaming because I'd be devastated.  
8 So if I happen to pinch your arm lightly, it's to make  
9 sure you're real. And, of course, every time I look in  
10 the mirror and see my black eye you gave me for pitching  
11 you, then I'll know for sure. A little humor on a Sunday  
12 morning. But, hey, it's Christmas Eve. I love you,  
13 princess.

14 Here's your first 2018 wake up note. Without a  
15 doubt, the best thing to happen to me in 2017 was you by a  
16 long shot. I'm looking forward to this year and many more  
17 years with you in my life. There have been times when I  
18 wished I could have watched you grow up. You were so  
19 cute. It would have been lots of fun. But God has a  
20 perfect plan. And he wanted you in my life now. And I'll  
21 take that with my whole heart.

22 And, by the way, you're just as cute now as you were  
23 then, so there. Anyhow, I'm so excited to see you.  
24 Thanks for calling me tonight. Praying for safety. I  
25 love you, sweet baby girl. Thank you for being my

1 princess. Happy New Year. I can't wait to see what this  
2 year brings. My heart feels so safe with you holding it.  
3 Thank you for being so sweet to me, for loving me, and for  
4 making me feel so special. I will always take care of  
5 you, my princess.

6 That's a small sampling, Judge. Imagine being Craig  
7 Collier or Charlotte Collier and looking at these texts.  
8 What is the only reaction -- the best reaction you could  
9 have is that's inappropriate.

10 So the issue for this Court today is to decide how  
11 can a conversation between Charlotte Collier and Hannah  
12 Collier to the pastor of Northgate Baptist Church that  
13 this relationship was inappropriate, how can that be  
14 considered defamatory? And it's not. It's true.

15 And the overarching theme of our arguments today is  
16 this is a true statement. And it's a small sampling of  
17 why it's true. And there are numerous other defenses to  
18 defamation, primarily being one of qualified privilege.

19 The qualified privilege protects the statements made  
20 from Hannah Collier and Charlotte Collier to  
21 Dr. Jimmerson. They had a right to confide in him about  
22 what they viewed as an inappropriate relationship. And  
23 that's a -- that's a privileged statement that they're  
24 able to make to a minister.

25 Now, as Ms. Snyder says, this is a case that we're

1 asking to dismiss based upon the allegations of the  
2 Plaintiff's complaint. The Plaintiff's complaint admits  
3 that he -- that Dr. Jimmerson went away from that meeting  
4 and he did not believe it was a sexual relationship. In  
5 fact, the Plaintiff's complaint says that Hannah Collier  
6 denied that it was ever sexual. And he believed based on  
7 a subsequent conversation that he had with the Plaintiff  
8 that the Plaintiff knew Dr. Jimmerson knew that it wasn't  
9 a sexual relationship.

10 So there's no basis now to conclude, Your Honor, that  
11 he was -- that they -- that the church believed it was a  
12 sexual relationship. The only thing relayed from my  
13 clients to the pastor of the church was the fact that it  
14 was an inappropriate relationship, which is true. And on  
15 that basis, on truth and qualified privilege, this -- this  
16 complaint should be dismissed as -- the defamation  
17 complaint should be dismissed as a matter of law.

18 There are other causes of action in this case. One  
19 for intentional infliction of emotional distress, none of  
20 which the Plaintiff has met its burden of proving in this  
21 case.

22 Intentional infliction of emotional distress involves  
23 the intentional or reckless inflicting of severe emotional  
24 distress, or substantially certain that such distress  
25 would result from their conduct. Conduct was extreme and

1 outrageous so to exceed all bounds of decency. Atrocious  
2 and utterly intolerable -- intolerable in a civilized  
3 community and a cause of damages resulting therefrom.

4 This is a simple, private conversation, again,  
5 between Hannah Collier, Charlotte Collier, and the pastor  
6 of Northgate Baptist Church. There was nothing utterly  
7 intolerable about the conversation that they had with this  
8 pastor. Based upon -- and this is relying upon facts that  
9 all the parties can agree upon.

10 And, again, as Ms. Snyder stated out regarding the  
11 claim of civil conspiracy, you can't plead a civil  
12 conspiracy claim by making simple conclusory remarks that  
13 two or more people got together and conspired to damage a  
14 party. That's all the Plaintiff's complaint does in this  
15 case is that he alleges that two -- that the two or more  
16 people conspired to -- to damage him. And that does not  
17 meet the elements to prove a civil conspiracy that can get  
18 past a -- a motion to dismiss pursuant to Rule 12(b)(6) or  
19 Rule 12(c).

20 Now, the last cause of action, negligent infliction  
21 of emotional distress doesn't apply to the facts of this  
22 case at all. It's merely limited to bystander liability.  
23 I'm not sure what Ms. Davis is referring to as some sort  
24 of new way of viewing this cause of action as related --  
25 as relying -- as allowing something to -- to litigate

1 negligent infliction of emotional distress where there's  
2 no accident or bystander liability. I have not seen that.  
3 I'd be interested to see that case.

4 But more than that, Your Honor, negligence requires a  
5 duty being owed from one party to another. And Hannah  
6 Collier didn't -- or Linda Smith did not owe a duty to  
7 this Plaintiff.

8 Judge, I'm going to -- the last thing I'm going to  
9 touch on, Linda Smith. Her case, same basis for the  
10 motion. And if you look at the Plaintiff's complaint,  
11 now, the only thing that she -- that he alleges in his  
12 complaint was that on or around March 12th, 2018, or  
13 subsequently thereafter, Defendant Smith promulgated to  
14 third parties inside and outside the congregation of  
15 defendant church the allegations of Charlotte and Hannah  
16 of an inappropriate relationship.

17 Well, we've already covered why that's not  
18 defamatory. More than that, Your Honor, we don't have the  
19 name of the person that alleged that this statement was  
20 made to, when it was, how it was made, what exactly was  
21 said. None of that is part of the Plaintiff's complaint.  
22 And, therefore, the cause of action for defamation against  
23 Linda Smith, the grandmother of Hannah Collier, should,  
24 also, be dismissed as a matter of law.

25 THE COURT: All right. Ms. Davis.

1 MS. DAVIS: Thank you, Your Honor.

2 So in response, Your Honor, is that these text  
3 messages went both ways. So the emphasis that these text  
4 messages are one sided from my client after the boundaries  
5 had been set at the very, very beginning that this is not  
6 sexually related.

7 And not only that, he said, If this makes you  
8 uncomfortable, we don't need to hang out. So at any  
9 point, if you've got a problem, you stop. She never  
10 stopped. This went on for about seven months. And Hannah  
11 Collier could have stopped at any point in time, but  
12 didn't.

13 So this was a reciprocated relationship. This -- the  
14 context of this matters. The context of this is like a  
15 surrogate father-daughter relationship where Hannah  
16 Collier asked my client, call me your little girl, call me  
17 your princess. And I provided that text message.

18 There's also -- opposing Counsel received a plethora  
19 of text messages for the demand letter. And in that, it  
20 shows a constant back and forth between both of -- my  
21 client and Hannah Collier. So, again, I think Hannah  
22 Collier is coming to this in bad faith on a false  
23 statement when she's a legal adult engaging in a  
24 consensual relationship, had every opportunity to cease it  
25 at any point in time, but didn't. She wanted to be part

1 of that.

2 So I -- there is a factual dispute as to the premises  
3 of the inappropriate relationship when this is a  
4 consensual one when this is a surrogate father figure.  
5 She admits to looking at him like a father figure. So the  
6 misconception of my client saying that this is -- Hannah  
7 Collier asked him to do that.

8 In addition to that, the -- she's not -- Hannah  
9 Collier is not a high school student. She's a college --  
10 she's in college. She's legal age. So I think that needs  
11 to be corrected.

12 And then as well as -- okay. Neither of them -- even  
13 though -- even though Hannah Collier is claiming that the  
14 inappropriate relationship was not sexual or romantic,  
15 when she made the statement -- and I've already discussed  
16 this, the slander per se actionable because of accusing  
17 someone of a crime of moral turpitude.

18 The effect on the listener is the objective standard  
19 by which we evaluate the statement, not what they or  
20 Hannah Collier believes it means. That's -- it's a  
21 reasonable person standard from an objective point of view  
22 to the effect on the listener. And Barry Jimmerson, upon  
23 hearing inappropriate relationship, goes into a question  
24 mode about a sexual relationship or a romantic  
25 relationship between the two.

1           So the effect on the listener, even by Barry  
2 Jimmerson, is that it means that, which would be a crime  
3 of moral turpitude of inproprietary behavior by my client  
4 when employed with the church. That's an admission right  
5 there of the effect of that statement to think it's a  
6 sexual nature from that statement alone. So that's a  
7 dispute.

8           In addition, notice pleading requires putting them  
9 on -- putting the Defendant on notice. You're allowed to  
10 plead inconsistent causes of action. Because depending on  
11 discovery, one cause of action may not suffice where I  
12 would then need to amend the complaint and drop it, if the  
13 facts do not support it. We're not at that stage, Your  
14 Honor.

15           In addition, the affidavits -- we have provided  
16 affidavits regarding the defamatory statements by Linda  
17 Smith to Sue Lutz, who is still a member of Northgate  
18 Baptist Church, and then Roy Sabean, who had -- who was a  
19 former deacon, who left the church over this incident. He  
20 was no longer there when Linda Smith contacted him.

21           And the affidavits are clear about the slander per se  
22 regarding a crime of moral turpitude toward my client.  
23 Linda Smith -- not only that, especially in the affidavit  
24 with Sue Lutz, the complaints and accusation track  
25 Charlotte Collier's e-mail to my client. There's a

1 similarity there, the very reasonable basis, not only  
2 that -- so Linda Smith is perpetuating what her daughter's  
3 telling her.

4 She didn't personally observe these text messages.  
5 She didn't personally know or had a reason to know and  
6 inspect that her granddaughter engaged in this  
7 relationship consensually. She -- you know, you can't  
8 have where my client was inappropriate. If my client's  
9 inappropriate, so is Hannah Collier. Two wrongs don't  
10 make a right, you know. You can't sit there -- so there's  
11 a factual dispute as to inappropriateness as a truth,  
12 whether it's true or false.

13 So in this basis brought on bad faith -- one,  
14 expressing an opinion that's still actionable because of  
15 the factual allegations of the relationship existing  
16 between Hannah and my client support the basis for false  
17 statement to punish my client, to retaliate against my  
18 client. And Linda Smith not personally observed some of  
19 these aspects and just spewing to two witnesses regarding  
20 this incident.

21 And then there's, also, the question, was she present  
22 at the family meeting with Barry Jimmerson when Hannah  
23 Collier and Charlotte Collier reported my client to the  
24 church.

25 Thank you, Your Honor.

1 THE COURT: Anything else from anybody?

2 Go ahead.

3 MR. HUGHES: Judge, briefly.

4 THE COURT: Yes, sir.

5 MR. HUGHES: The substance for that -- I'll -- to the  
6 exact paragraph in the complaint. This can't be over --  
7 overstated in this case, the conversation we're talking  
8 about -- defamatory statement of Hannah Collier and  
9 Charlotte Collier with Barry Jimmerson. And according to  
10 the Plaintiff's complaint, he questioned her -- this is  
11 paragraph 60 -- about the allegations of having an  
12 inappropriate relationship as to whether involving a  
13 sexual relationship. And the next allegation is that she  
14 denied it. Okay.

15 So that's important in the context of -- of  
16 examining -- if you get -- let's say you get past the --  
17 the truth defense. Let's go to what's defamatory. I  
18 mean, there's two types of defamation, defamation per se  
19 or defamation per quod. Okay.

20 Defamation per se is defamatory on its face, like if  
21 I said, you are a thief. Okay. That's defamatory on its  
22 face. This -- this statement would have to be analyzed  
23 under defamatory per quod, which is what -- you have to  
24 rely upon extrinsic facts to interpret the meaning to be  
25 defamatory; right? In this case, the person -- the hearer

1 of the information, Dr. Jimmerson, already concluded based  
2 on the Plaintiff's own admission that the state -- that it  
3 was not a sexual relationship.

4 Later, the complaint goes on to say that subsequent  
5 to this personnel meeting they had at the church, then the  
6 church interpreted it to mean it was sexual in nature.  
7 That's not my client's fault. They didn't get -- they  
8 didn't tell the personnel committee that. They told  
9 Dr. Jimmerson. And what the church did with that  
10 information doesn't have any bearing on what my client  
11 said to Dr. Jimmerson in a private meeting, which was --  
12 which was privileged.

13 Based on the Plaintiff's own allegations, Judge, this  
14 is not the defamatory statement. It does not qualify.  
15 And that's if you get past the matter of whether it was  
16 true or not. And it was true, based on this inappropriate  
17 relationship.

18 Thank you.

19 THE COURT: All right. Anything else from anyone?

20 MS. SNYDER: Your Honor.

21 THE COURT: Yes, Ms. Snyder.

22 MS. SNYDER: If this is allowed to go forward, then a  
23 parent has no ability to protect their child against  
24 somebody they consider to be in a predatory relationship.  
25 Otherwise, they think they're going to be sued. That --

1 that's not what the law envisions. That's not what the  
2 law says. And the complaint doesn't meet the standards to  
3 plead the causes of action alleged.

4 Thank you.

5 THE COURT: All right. Anything from anyone on  
6 either side? No?

7 MS. DAVIS: Yes, Your Honor.

8 Just kind of going back to opposing Counsel on this  
9 is that -- very quickly, there is a factual dispute on  
10 whether inappropriate relationship is true or not, as I've  
11 already discussed. And just to clarify, the law analyzing  
12 the statement of inappropriate relationship is incorrect  
13 as to per se versus per quod.

14 Because when you accuse someone of being a -- lack of  
15 impropriety, being unfit for a business to his person, or  
16 whatnot, there isn't a per quod per se clear on the  
17 language analysis. The very accusation itself is  
18 damaging. So that -- the analysis is different.

19 Again, like I stated, it's the effect on the  
20 listener. It is not what they think. It's not what they  
21 think is true. It's the effect of someone listening.  
22 Anybody who hears the statement that my client had an  
23 inappropriate relationship with a legal adult -- that is  
24 not a predatory relationship when you're dealing with a  
25 legal adult and would be entirely impugning his

1 relationship.

2 Nobody would walk away from that statement without  
3 thinking -- questioning or generalizing my client's  
4 reputation. That's what it means. No one hearing that  
5 statement would think it was a positive statement, would  
6 think it was a good statement. It is by nature for  
7 attacking someone, the crime of moral turpitude that  
8 across the board my client lacked inproprietary in the  
9 scope -- in the employment. They don't -- Hannah Collier  
10 and Charlotte Collier didn't go to a minister, they went  
11 to my client's supervisor at his place of employment.

12 So having said that, there is a dispute on that. We  
13 do dispute predatory relationship. That is a -- that in  
14 itself is, also, vindicative when you look at the  
15 correspondences in context between Hannah Collier, also,  
16 engaging in this relationship with my client over a period  
17 of time, very clearly over months with every opportunity  
18 to stop it, very clearly states multiple times seeing my  
19 client as a father figure.

20 Thank you, Your Honor.

21 THE COURT: Anything else?

22 (WHEREUPON, there was no response.)

23 THE COURT: All right. The -- the Court had before  
24 it three -- three motions. And, certainly, I want to put  
25 on the record that I had the opportunity to read all of

1 the pleadings that was filed with the Court previously.  
2 And I, also, had the opportunity to listen to the  
3 arguments of Counsel on both sides, I would say very  
4 robust arguments of Counsel on both sides.

5 And the Court, also, had the opportunity to look at  
6 the standard that the Court applies in -- in a 12(b)(6)  
7 motion and the supporting case law. As it relates to the  
8 first motion before the Court that the Court heard, which  
9 was Northgate Baptist Church's motion to dismiss, the  
10 Court, also, examined the -- the release that was signed  
11 by Mr. Tegeler, the Plaintiff.

12 But based upon the arguments set forth by Counsel for  
13 the Northbate -- Northgate Baptist Church, the Court is  
14 inclined to grant the motion to dismiss. The Court adopts  
15 the arguments set forth by Counsel for the Defendant.

16 And I would direct Counsel for the Defendant to  
17 prepare the appropriate order setting forth the support  
18 and the cases that were cited by Counsel in his argument.  
19 And I would like you to send that to me by way of  
20 e-filing. Send a copy to opposing Counsel before you send  
21 it to me.

22 As it relates to the second motion, Defendant  
23 Charlotte Collier's motion to dismiss, the Court in  
24 utilizing the standards set forth in 12(b)(6) motions is  
25 inclined to, also, grant the Defendant's motion to

1 dismiss.

2 The Court will instruct Counsel for the Defendant to  
3 prepare the appropriate order. And send a copy to  
4 opposing Counsel before sending it to -- sending it by way  
5 of e-filing to me. The Court adopts the arguments set  
6 forth in Counsel's argument.

7 And the last motion before the Court, the motion for  
8 judgment on pleadings, the Court, also, would grant the  
9 motion in that regard as well.

10 And I would ask Counsel to prepare the appropriate  
11 order with the argument presented to the Court. And  
12 submit a copy of that order to opposing Counsel for their  
13 review.

14 I will give 20 days to get that to me by way of  
15 e-filing. Make sure you send a copy to the opposing side.

16 All right. Anything further?

17 MR. HUGHES: No, sir, Judge.

18 Thank you.

19 THE COURT: All right. You all have a good day.

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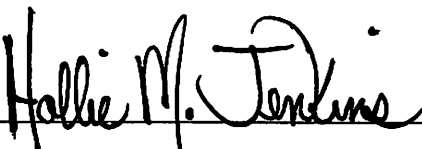
CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA            )  
COUNTY OF GREENVILLE            )

I, HOLLIE JENKINS, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and the evidence introduced in the captioned case, relative to appeal, in the Court of Common Pleas for Greenville County, South Carolina, on the 18th day of August, 2020.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

September 19, 2020

  
\_\_\_\_\_  
Hollie M. Jenkins, Court Reporter