THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Alex Kinlaw, Jr., Circuit Court Judge

Case No. 2020-001525

JAMES EARL TEGELER, ... Appellant,

v.

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

FINAL BRIEF OF RESPONDENT NORTHGATE BAPTIST CHURCH

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

RULES

STATEMENT OF ISSUES ON APPEAL

1. **WHETHER THE TRIAL COURT ERRED IN CONCLUDING THAT THE AGREEMENT BETWEEN THE PARTIES IS VALID AND ENFORCEABLE AND THE APPELLANT'S CLAIMS AGAINST NORTHGATE ARE BARRED PURSUANT TO THE RELEASE CONTAINED IN THE AGREEMENT.**

STATEMENT OF THE CASE

A. Procedural History Relevant to Northgate.

On February 25, 2020, Appellant James Earl Tegeler ("Appellant") filed a Complaint against Respondents Northgate Baptist Church ("Northgate"), Charlotte Collier, Hannah Elizabeth Collier, and Linda Smith.[1] (R. pp. 61-117.) In the Complaint, Appellant asserted the following claims against Northgate: false imprisonment; defamation; fraud in the inducement; negligent misrepresentation; negligent hiring, supervision, and retention of employees; intentional infliction of emotional distress; negligent infliction of emotional distress; wrongful termination; and civil conspiracy. (R. pp. 72-82.) On March 25, 2020, Northgate filed a Motion to Dismiss ("Northgate's Motion"), which attached a copy of Appellant's Separation Agreement and Release of Claims ("Agreement") with Northgate. (R. pp. 200-201 and R. pp. 200-207.) The Agreement contains a waiver of all claims stemming from Appellant's employment with Northgate. Accordingly, Northgate argued dismissal was proper under either a motion to dismiss or motion for summary judgment standard. (R. p. 200, FN1.) On August 13, 2020, Northgate filed its Memorandum in Support of its Motion to Dismiss. (R. pp. 212-226.) On August 17, 2020, Appellant filed his response to Northgate's Motion to Dismiss, which included a number of affidavits and exhibits. (R. pp. 253-351.)

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[1] Charlotte Collier, Hannah Elizabeth Collier, and Linda Smith are collectively hereinafter referred to as "Co-Respondents."

On August 18, 2020, a hearing was held before the Honorable Alex Kinlaw, Jr. Counsel for Appellant, Northgate, and Co-Respondents were all present and presented oral argument. The same day, Judge Kinlaw entered a Form 4 Order Granting Northgate's Motion and indicating that a formal order would follow within twenty (20) days. (R. pp. 7-9.) Before the Form 4 was entered, on August 28, 2020, Appellant filed a Motion for Reconsideration to Alter or Amend a Judgment and Motion for Relief from Judgment (R. pp. 352-378), which also included a number of untimely affidavits and exhibits – even one from Appellant himself – wherein he inappropriately attempts to provide testimony refuting Northgate's position it asserted at the hearing (R. pp. 482-489.). Appellant's Motion for Reconsideration also contained a number of untimely arguments that were not presented at the hearing, and thereby waived. Those arguments are also not properly before this Court. Northgate's Response to Appellant's Motion for Reconsideration to Alter or Amend a Judgment and Motion, which it filed on September 3, 2020, addressed these deficiencies. (R. pp. 379-383.)

On September 8, 2020, Judge Kinlaw issued the formal, written Order Granting Northgate's Motion. (R. pp. 38-48.)

Nevertheless, on September 14, 2020, Appellant filed an Amended Motion for Reconsideration to Alter or Amend a Judgment and Motion for Relief from Judgment (R. pp. 384-426), which contained even more untimely exhibits[2] and waived arguments. On September 15, 2020, Northgate filed its response to Appellant's Amended Motion for Reconsideration, only addressing the newly-formed and untimely arguments asserted by Appellant. (R. pp. 427-432.)

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[2] What is more is Appellant's inclusion of confidential pre-suit settlement communications between counsel. Accordingly, Northgate requested that those exhibits be disregarded by the court and stricken from the record. Northgate respectfully issues the same request to this Court.

On November 9, 2020, Judge Kinlaw issued an Order Denying Appellant's Amended Motion for Reconsideration. (R. pp. 49-52.)

On November 19, 2020, Appellant filed a Notice of Appeal ("Notice"). Following an Order Granting Appellant's Motion to File Appellant's Initial Brief Out of Time, Appellant filed his Initial Brief of Appellant (R. pp. 565-619) on April 23, 2021. Northgate now submits this response to Appellant's Brief as to the matters related to Northgate.

B. Appellant Released His Claims Against Northgate.

Before Appellant's separation from Northgate, he entered into a written and enforceable Agreement[3] with Northgate wherein he released all claims against Northgate related to his employment or separation from Northgate in exchange for valuable monetary consideration (severance):

> 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 R. p. 222.

Appellant even negotiated the terms of the Agreement, requesting and receiving an increase to the original severance amount offered by Northgate which is evident from the face of the Agreement.[4] Appellant signed the Agreement and kept the severance payment. Appellant has released his claims against Northgate that are the subject of the claims brought in the lawsuit.

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[3] While the Agreement was referenced in multiple paragraphs of the Complaint, it was not attached. The trial court had the option of treating a motion under SCRCP 12(b)(6) as a motion for summary judgment and consider matters presented outside of the pleadings, since the parties were afforded a reasonable opportunity to respond to such matters in accordance with Rule 56(c) and (e) of the Rules of Civil Procedure. *Brown v. Leverette*, 291 SC 364, 353 S.E.2d 697 (1987).

[4] *See* R. p. 222, wherein the proposed consideration is doubled from $2,600.00 to $5,200.00.

STANDARD OF REVIEW

I. Judicial Review of a Settlement Agreement is a Question of Law.

Settlement agreements "'are viewed as contracts'" under South Carolina law. *Byrd v. Livingston*, 398 S.C. 237, 241, 727 S.E.2d 620, 621-22 (Ct. App. 2012) (quoting *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 241, 672 S.E.2d 799, 802 (Ct. App. 2009)). "An action to construe a contract is an action at law." *Id.* at 241, 727 S.E.2d at 622 (citing *Silver v. Abstract Pools & Spas, Inc.*, 376 S.C. 585, 590, 658 S.E.2d 539, 541 (Ct. App. 2008)). Because it is an action at law, this Court is to review the Court's Order enforcing the Settlement Agreement "under an 'any evidence' standard." *Pruitt v. S.C. Med. Malpractice Liability Joint Underwriting Ass'n*, 343 S.C. 335, 339, 540 S.E.2d 843, 845 (2001) (citing *Felts v. Richland County*, 303 S.C. 354, 400 S.E.2d 781 (1991)). Accordingly, "the judge's findings will not be disturbed unless they are without evidentiary support." *Byrd*, 398 S.C. at 241, 727 S.E.2d at 622 (citing *Townes Assocs. v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976)).

II. Motion to Dismiss

A motion to dismiss under Rule 12(b)(6), SCRCP is the usual and proper method of testing the legal sufficiency of the Complaint and is directed to the factual and legal sufficiency of the Complaint. *See Food Lion, Inc. v. United Food & Commercial Workers Int'l Union*, 351 S.C. 65, 567 S.E.2d. 251 (S.C. Ct. App. 2002); *Woodell v. Marion Sch. Dist. ONE*, 307 S.C. 297, 414 S.E.2d 794 (S.C. 1992). "[A] motion under Rule 12(b)(6) . . . admits the well pleaded facts in the Complaint, but it does not admit the inferences drawn by the Plaintiff from such facts, nor does it admit conclusions of law." *Carolina Winds Owners' Ass'n, Inc. v. Joe Harden Builder, Inc.*, 297 S.C. 74, 76, 374 S.E.2d 897, 899 (S.C. Ct. App. 1988); *Carrington v. City of Spartanburg*, 283 S.C. 298, 322 S.E.2d 28 (S.C. Ct. App. 1984), overruled on other grounds, *McCall v. Batson*, 285 S.C. 243, 329 S.E.2d 741 (S.C. 1985).

III. Motion for Summary Judgment

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citing to *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment "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." SCRCP 56(c).

The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Telephone and Telegraph Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). The moving party may discharge this responsibility by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. *Id.* It is not necessary for the moving party to "support its motion with affidavits or other similar materials negating the opponent's claim." *Id.* (emphasis in original). "Once the moving party carries its initial burden, the opposing party must . . . do more than simply show that there is some metaphysical doubt as to the material facts, but must come forward with specific facts showing that there is a genuine issue for trial." *Id.* (citing *Matsushita Electric Industrial Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87, 106 S.Ct. 1348, 1356, 89 L.Ed.2d 538, 552 (1986)) (emphasis in original) (internal quotations omitted).

Courts 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. *Brown*, 291 S.C. at 353 S.E.2d at 697. This clearly occurred in the case as the

Appellant had a copy of the Agreement and Appellant was provided opportunity to brief legal arguments and attend a hearing with trial judge.

ARGUMENT[5]

1. THE TRIAL COURT PROPERLY CONCLUDED THAT THE AGREEMENT IS A VALID AND ENFORCEABLE CONTRACT AND THE APPELLANT'S CLAIMS AGAINST NORTHGATE ARE BARRED PURSUANT TO THE RELEASE CONTAINED IN THE AGREEMENT.

A. Appellant's claims against Northgate are barred.

Appellant's primary claims and arguments are not really directed toward Northgate but, rather, to the other Respondents and focus on the underling allegations and not the issue on appeal as to Northgate. This is clear from a review of how Appellant begins his Statement of Facts:

> "Context matters. Words matter. The sheer ludicrous behavior from three generations of women in the same family have set a chain of events in motion tarnishing the reputation of an upstanding widower, reporting baseless allegations to this man's employer that gets him fired, and turning that widower into a social pariah in the Christian community at best. Or, a sexual predator at worst."

(R. p. 574.) Because Appellant begins the substantive portion of his brief with this sentence, Northgate presumes Appellant finds it important. This statement is one of many, however, that are superfluous and simply have no bearing on the issues in this appeal as they relate to Appellant's claims against Northgate.

The sole issue before this Court (as was the issue before the trial court) regarding Northgate is simple: are Appellant's claims against Northgate barred by the terms of the

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[5] Northgate only addresses Appellant's arguments directed to his claims against Northgate: Section I, subparts A through C. Appellant's other assertions are irrelevant to Northgate, and have no bearing on whether Appellant's claims against Northgate, alone, survive. However, Northgate incorporates the Co-Respondents' arguments herein to the extent they are not inconsistent with Northgate's position on appeal.

Agreement? The trial court properly concluded the answer is "Yes." And because the answer is "yes," then all of Appellant's claims against Northgate are extinguished and barred as a matter of law and Appellant's appeal as to his claims against Northgate must be dismissed. Indeed, the evidence in the record clearly shows that the trial court correctly answered in the affirmative and as a matter of law, Appellant's claims against Northgate fail and should be dismissed and this appeal denied.

A release is a contract, and releases are governed by same principles of adequacy of consideration that apply to other contracts. *See Hyman v. Ford Motor Co.*, 142 F. Supp. 2d 735, 741 (D.S.C. 2001); *see also Lowery v. Callahan*, 210 S.C. 300, 304, 42 S.E.2d 457, 458 (1947) (wrongful death settlement of $500 enforced). No set form of words is necessary to constitute a release. *Gardner v. Columbia Police Dep't*, 216 S.C. 219, 223, 57 S.E.2d 308, 309-10 (1950) (construing terms of release of tortfeasor "of any trouble whatsoever" in consideration of cash payment exonerated tortfeasor from all liability). Further, words and expressions in releases are given their ordinary meaning unless the context of the instrument indicates that the words are being used in a different sense. *Id.*

In construing the terms of a contract, a court must first look at the language of the contract to determine the intentions of the parties. *C.A.N. Enterprises, Inc. v. South Carolina Health & Human Services Fin. Comm'n*, 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988). When a contract unambiguously sets forth the contracting parties' intent, a court is bound by that clearly expressed intent without resort to extrinsic evidence. *Id.* "Extrinsic evidence giving the contract a different in meaning from that indicated by its plain terms in inadmissible." *Id.* at 377-78, 373 S.E.2d at 586.

It is well established that a broad and general release of all claims, which is executed in exchange for valid consideration, acts as a bar to any claim covered by the time period of the release. *Virginia Impression Products Corp. v. SCM Corp.*, 448 F.2d 262, 265 (4th Cir. 1971) (a general release indicates that "the parties desire to settle all matters forever . . . not only enumerated specific differences, but claims of every kind or character, known and unknown") (internal citations omitted); *see also Hause v. AstraZeneca, LP,* 2015 WL 1524409 (D.S.C. 2015); *Scoggins v. Honeywell Int'l, Inc.,* 2012 WL 6102031 (D.S.C. 2012).

The trial court correctly determined that the release in the Agreement meets the requirements of South Carolina law: it unambiguously[6] represents a voluntary and bargained-for exchange whereby Appellant released Northgate and all of its employees and agents from any liability arising out of his employment. The plain terms of the Agreement unambiguously reveal Appellant's intent to release all claims against Northgate:

> 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. . .

(R. p. 222.)

> 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. . .

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[6] In determining as a matter of law whether a contract is ambiguous, the court must consider the contract as a whole, rather than deciding whether phrases in isolation could be interpreted in various ways: "[O]ne may not, by pointing out a single sentence or clause, create an ambiguity." *Yarborough v. Phoenix Mut. Life Ins. Co.*, 266 S.C. 584, 592, 225 S.E.2d 344, 348 (1976). "Whether a contract is ambiguous is to be determined from the entire contract and not from isolated portions of the contract." *Farr v. Duke Power Co.*, 265 S.C. 356, 362, 218 S.E.2d 431, 433 (1975). So, despite Appellant's attempt to isolate only a certain provision of the Agreement to cast doubt on its validity, the trial court properly determined it is enforceable based on a review of the Agreement as a whole.

(R. p. 223.)

> 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. . .

(*Id.*)

Indeed, all of the allegations against Northgate contained in Appellant's Complaint contain allegations relating to his employment with Northgate and/or circumstances surrounding his termination therefrom. Accordingly, all claims related to his employment are covered by the release in the Agreement. As such, Appellant released all such claims against Northgate when he signed the Agreement and accepted the monetary consideration in exchange for signing the release, which cannot now be the basis of a lawsuit.

The trial court considered all of the Appellant's plethora of arguments and documents, but correctly determined that the Agreement was enforceable and that all of Appellant's claims against Northgate are barred. To hold otherwise would (1) require the parties and the Court to waste time and resources litigating matters and determining issues that have already been released by way of an unambiguous and enforceable contract, and (2) taking Appellant's arguments seeking to challenge the validity of the Agreement after the fact to their logical conclusion, nearly every release agreement in this state would be unenforceable, subject to challenge by simply purporting to argue after the fact that the individual was induced to sign the release. At the least, allowing Appellant's claims against Northgate to proceed would essentially mandate every contractual dispute of its kind to reach trial, which would discourage resolutions and lead to absurd results. Indeed, the issue of the enforceability of a contract is a legal claim and thus properly suited for determination at Rule 12(b) or converted Rule 56 motion for summary judgment. This is a simple and straightforward issue before this Court, but one that Appellant

attempts to complicate in order to make a last-ditch effort to salvage his claims against Northgate. However, as the trial court correctly determined, Appellant's efforts miss the mark, and they cannot be fixed through any amendment of the Complaint.

B. The lower court correctly determined appellant has not met the conditions precedent for asserting duress because he executed the Agreement by his own free will and further ratified the Agreement by retaining the severance payment.

Nearly two years after he executed the Agreement, Appellant's appeal (and his Complaint) is improperly riddled with the notion that Northgate somehow forced him to execute the Agreement. However, it is undisputed that Appellant voluntarily executed the Agreement (even actively negotiating[7] an increase in the amount of consideration he received from Northgate for his release of claims against Northgate) and retained the monetary benefit thereof without raising the issue of duress until he filed the Complaint—two years after his termination. As such, his duress argument fails.

Under South Carolina law, duress has been defined as 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); *Cherry v. Shelby Mut. Plate Glass & Cas. Co.*, 191 S.C. 177, 4 S.E.2d 123 (1939) (duress is defined as "a condition of the mind produced by improper external pressure of influence that practically destroys the free agency of a party and causes him

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[7] An agreement is unconscionable if there is an absence of meaningful choice on the part of one party due to onesided contract provisions, and if there are "terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Brown v. Santander Consumer USA, Inc.*, No. CA 0:12-2825-CMC-PJG, 2013 WL 4017162, at *4 (D.S.C. Aug. 5, 2013) (internal citations omitted). Thus, to the extent Plaintiff's argument is guised as unconscionability, the argument still falls flat because Appellant negotiated the terms of his release, rendering it impossible to claim that the Agreement was "oppressive."

to do an act or form a contract not of his own volition"). 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. 182 S.C. at 547, 189 S.E. at 898. Whether duress exists in a particular case is a question of fact to be determined according to the circumstances of each case, such as the age, sex, and capacity of the party influenced. *See Gainey v. Gainey*, 382 S.C. 414, 428–29, 675 S.E.2d 792, 799 (Ct. App. 2009). However, there is no question of fact of duress in this case as it is undisputed Appellant clearly negotiated the terms of the severance amount and kept the severance amount and did not challenge the validity of the Agreement for over two years.

As stated *supra*, Appellant cannot demonstrate that he had no other alternative but to sign the Agreement. Indeed, his suggestion that he was under duress is deflated by his active negotiation for an increased severance payment in exchange for his release of all claims against Northgate. Additionally, the general rule in South Carolina is that when a party seeks to set aside a release, he must first return any consideration received by him for the release. *Hyman*, 142 F. Supp. 2d at 747–48 (citing *Gray v. Petoseed Co.*, 1997 WL 716454, 129 F.3d 1259 (4th Cir. 1997) (table) (affirming dismissal of fraud because under South Carolina law when a party to a compromise settlement wishes to avoid a valid 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); *McCarty v. Kendall Co.*, 242 F.Supp. 495 (W.D.S.C. 1965) (action to avoid a release allegedly induced by fraud dismissed due to plaintiff's failure to return or tender consideration given for settlement); *Dunaway v. United Ins. Co. of America*, 239 S.C. 407, 410, 123 S.E.2d 353, 354 (1962) (failure to tender or return consideration given for settlement precluded recovery in action for fraudulent inducement of

settlement); *State Farm Mut. Auto. Ins. Co. v. Turner*, 303 S.C. 99, 102, 399 S.E.2d 22, 23 (1990) ("it is well settled that one who seeks to avoid the effects of a release must first return or tender consideration paid thereof").

In *Hyman*, a former automobile dealer insisted upon retaining the benefits which he received under the contract releasing manufacturer from liability, and, at the same time, insisted upon escaping the obligations imposed by the release. *Hyman*, 142 F. Supp. 2d at 748 (D.S.C. 2001). Thus, the court noted that the condition precedent to avoiding the release (the return or tender of consideration for the release), had not been complied with. *Id.* The court took issue with the fact that the dealer knew of the alleged "duress" at the time he signed the release but did not raise the issue for over three years. *Id.* Thus, the court held that the dealer "clearly waived his right to avoid the release on claims of duress and has affirmed the release." *Id.*

Importantly, the *Hyman* court also recognized that a release which is procured by duress is not void, but merely voidable and is capable of being ratified. *Id.* The person claiming duress must act promptly to repudiate the contract or release, or he will be deemed to have waived his right to do so. *Id.* It is a well-established proposition that a voidable contract may be ratified by a party's failure to act promptly to repudiate the contract. *Id.* (citing *Anselmo v. Manufacturers Life Ins. Co.*, 771 F.2d 417, 420 (8th Cir. 1985) (plaintiff signed a release under threat of losing severance pay, then sued to rescind, claiming duress, and court held for defendant on ground that employee accepted and thereby ratified the contract). A party may ratify an agreement entered into under duress in a number of different ways: by intentionally accepting benefits under the contract; by remaining silent or acquiescing in the contract for a period of time after he has the opportunity to avoid it; or by recognizing its validity by acting upon it, performing under it or affirmatively acknowledging it. *Id.* (internal citations omitted). Thus, one seeking to repudiate

an agreement allegedly entered into under duress must promptly complain of the circumstances under which the document was signed. *Id.* The *Hyman* court concluded as follows: "The undisputed facts indicate that [the dealer] ratified the release by retaining the benefits of the release for over three years. [The dealer] seeks to have it both ways—to retain the benefits of the buy back privilege and to sue [the manufacturer] —and that is something which this court cannot allow." *Id.* at 749.

Here, it is undisputed that Appellant retained the monetary consideration he received from Northgate in exchange for his agreement to release all claims against Northgate in the Agreement. However, nearly two years later when he filed the Complaint, he then claimed that he was under "duress" when he signed the Agreement. Finally, while Appellant now alleges that he "impliedly offered" to return the consideration, the document which purports to support the notion reveals nothing of the sort.[8] (Initial Brief of Appellant (R. p. 596), which cites to Exhibit A to Appellant's Amended Motion for Reconsideration, at p. 5 (R. pp. 417-426), specifically the language in paragraph (2) (R. pp. 421).) Similar to *Hyman*, Appellant has not met the conditions

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[8] The argument on page 27 of the Initial Brief of Appellant (R. p. 596) continues to display Appellant's far-reaching attempts to keep his claims alive. In his Amended Notice and Motion for Consideration to Alter or Amend a Judgment and Motion for Relief from Judgment (R. p. 411), he stated that he offered to return the severance payment: "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." Indeed, Appellant has morphed the allegation of returned consideration (all after the trial court hearing) into an "implied" offer. A review of the record reveals neither an actual offer or implied offer to return the severance payment, and the argument is nevertheless waived because he did not timely present it to the trial court.

precedent to asserting his new proposition of "duress" and it cannot be used to circumvent the valid and enforceable Agreement. Further, by his extreme delay in raising the issue, he has nevertheless ratified the Agreement.

CONCLUSION

There is sufficient evidence to support the trial court's conclusion that the Agreement is a valid and enforceable contract that was not executed under the guise of duress. Indeed, the trial court rightly concluded that Appellant waived all of his claims against Northgate by way of his execution of the valid and enforceable Agreement and retention of the severance payment. Accordingly, Respondent Northgate Baptist Church requests that the Court affirm the decision of the trial court.

Respectfully submitted,

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September 8, 2021