

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Roger M. Young, Sr., Circuit Judge

Appellate Case No. 2022-000044
Court of Common Pleas Case No. 2020-CP-10-02726

OLIVIA M. THOMPSON, PH.D., M.P.H.,

Appellant,

v.

COLLEGE OF CHARLESTON; COLLEGE OF CHARLESTON FOUNDATION, INC.;
FRANCES C. WELCH, PH.D., M.A.; GODFREY A. GIBBISON, PH.D., M.S.; AND
CHRISTOPHER R. TOBIN,

Defendants,

v.

Of whom COLLEGE OF CHARLESTON AND FRANCES C. WELCH, PH.D., M.A.
are Respondents.

RECORD ON APPEAL

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP1002726

Olivia M Thompson
PLAINTIFF(S)

College Of Charleston et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

After careful consideration, the Plaintiff's Motion for Temporary Injunction is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/13/2020 .

Frances C Welch
Godfrey A Gibbison
Christopher R Tobin
College Of Charleston
College Of Charleston Foundation Inc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Olivia M Thompson VS College Of Charleston , defendant, et al

Case Number: 2020CP1002726

Type: Order/Electronic Form 4

So Ordered

s/Daniel D. Hall 2753

Electronically signed on 2020-08-13 16:04:32 page 3 of 3

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR
COUNTY OF CHARLESTON) THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 2020-CP-10-02726

OLIVIA M. THOMPSON, Ph.D.,
M.P.H.,

Plaintiff,

vs

COLLEGE OF CHARLESTON;
COLLEGE OF CHARLESTON
FOUNDATION, INC.; FRANCES C.
WELCH, Ph.D., M.A.; GODFREY A.
GIBBISON, Ph.D., M.S.; and
CHRISTOPHER R. TOBIN,

Defendants.

**ORDER DENYING
PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

On April 2, 2021, Plaintiff Olivia M. Thompson, Ph.D., M.P.H. ("Plaintiff" or "Thompson"), filed a Motion for Preliminary Injunction. On July 9, 2021, Thompson filed a Supplemental Motion for Temporary Restraining Order and Preliminary Injunction. These two motions are referred to and addressed herein collectively as the "Second Motions." On November 1, 2021, the Court conducted oral argument on, *inter alia*, Plaintiff's Second Motions. Attorney Randell C. Stoney argued on behalf of Defendants College of Charleston ("CofC"), Frances C. Welch, Ph.D., M.A. ("Dr. Welch") and Godfrey A. Gibbison, Ph.D., M.S. ("Dr. Gibbison"). Attorney Daniel F. Blanchard argued on behalf of Plaintiff Thompson.

Having considered the parties' filings, oral arguments and the governing law, it is hereby ORDERED, ADJUDGED and DECREED that Plaintiff Thompson's Second Motions be, and hereby are, DENIED.

INTRODUCTION

Plaintiff alleges that she was employed by CofC initially as an untenured Assistant Professor and thereafter as a tenured Associate Professor. She alleges that, prior to August 16, 2014, her faculty appointment was in CofC's School of Education, Health, and Human

Performance ("EHHP"), under the direction and supervision of its Dean, Dr. Welch. She alleges that Dr. Welch engaged in misconduct directed toward her, including efforts to terminate her and reassign grants that she had obtained. Plaintiff alleges that, as a result of Dr. Welch's conduct towards her, she and CofC entered into a Memorandum of Understanding ("MOU") on July 17, 2014, which she has asserted is a contract. She further alleges that, under the MOU, she was moved out of the EHHP and away from Dr. Welch, to CofC's School of Humanities and Social Sciences, reporting to Dr. Kendra Stewart, HSS Department Chair.

Plaintiff claims that she obtained a grant from Boeing Company ("Boeing") to fund a project entitled "Veterans Fellowship Program in Sustainable Food Systems." On or about July 1, 2019, Dr. Welch became CofC's Interim Provost and Executive Vice President for Academic Affairs. Plaintiff avers that Dr. Welch moved her back to the EHHP, contrary to the MOU. She has accused CofC of violating the MOU in various other ways. For example, she asserts that Dr. Welch returned to the EHHP to be her supervisor. Plaintiff further claims that Dr. Welch and Dr. Gibbison engaged in conduct to retaliate against her and undermine her grant from Boeing and the Program.

In her Complaint, Plaintiff alleges the following causes of action: (1) declaratory judgment against CofC; (2) breach of contract/covenant of good faith and fair dealing against CofC; (3) S.C. Payment of Wages Act against CofC and Dr. Welch; (4) intentional interference with contract against all Defendants; (5) intentional interference with prospective business relations against all Defendants; (6) defamation against all Defendants; (7) civil conspiracy against all Defendants; (8) injunctive relief against CofC and Dr. Welch; (9) conversion against Defendants College of Charleston Foundation ("Foundation") and Dr. Christopher R. Tobin ("Dr. Tobin"); and (10) attorneys' fees and costs against CofC under S.C. Code § 15-77-300. In her injunction count, Plaintiff seeks an injunction:

- a. restraining and enjoining Defendants CofC and Welch from unilaterally changing Plaintiff's faculty appointment;

- b. restraining and enjoining Defendants CofC and Welch from unilaterally transferring or moving Plaintiff back to the CofC's EHHP;
- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch's supervision;
- d. restraining and enjoining Defendants CofC and Welch from unilaterally removing Plaintiff's faculty appointment from Dr. Stewart's report;
- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment;
- f. restraining and enjoining Defendants CofC and Welch from failing to consult with the Dean of affected school or its Department Chair and/or to obtain their review or approval of the transfer of Plaintiff's faculty appointment before it is made;
- g. restraining and enjoining Defendants CofC and Welch from breaching or disregarding the terms and provisions of the MOU dated July 17, 2014;
- h. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to HSS;
- i. requiring Defendants CofC and Welch to immediately remove Plaintiff from under Defendant Welch's supervision;
- j. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to Dr. Stewart's report.

The day after Plaintiff filed her Summons and Complaint (June 24, 2020), she filed a Motion for a Preliminary Injunction ("First Motion"), seeking relief identical to the injunction requested in the Complaint. (*See* Pl.'s June 25, 2020 Mot. for Prelim. Inj., at 1-2). On August 13, 2020, before the formal joinder of pleadings, the Honorable Daniel D. Hall entered an Order denying Plaintiff's First Motion, "[a]fter careful consideration."

On April 2, 2021, Plaintiff filed a Motion for Preliminary Injunction, which relied on the MOU and made averments substantively similar to the First Motion, seeking an injunction:

- a. restraining and enjoining Defendants CofC and Welch *pendente lite* from breaching, contravening, or disregarding the terms and provisions of the written Memorandum of Understanding dated July 17, 2014 (hereinafter "MOU") that was executed and agreed to by Plaintiff and Defendants CofC

and Welch. A true and correct copy of the MOU is attached hereto as “Exhibit A” and is incorporated herein by reference;

- b. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally changing or altering Plaintiff’s faculty appointment, physical office location, and administrative location in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* maintaining and/or restoring her tenure-track faculty line, physical office, and administrative location at the Joseph P. Riley, Jr. Center for Livable Communities (hereinafter “Riley Center”) in accordance with the terms and provisions of the MOU;
- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally transferring or moving Plaintiff to the CofC’s School of Education, Health, and Human Performance (hereinafter “EHHP”) in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* maintaining and/or restoring her faculty appointment to the CofC’s School of Humanities and Social Sciences (hereinafter “HSS”) in accordance with the terms and provisions of the MOU;
- d. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch’s supervision and unilaterally removing Plaintiff’s faculty appointment from Dr. Kendra Stewart’s report in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* removing Plaintiff from under Defendant Welch’s supervision and maintaining and/or restoring her assignment or faculty appointment to the supervision of Dr. Kendra Stewart (who serves or served in the functional role as Plaintiff’s department chairperson) in accordance with the terms and provisions of the MOU;
- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with any change to or transfer of her faculty appointment, physical office location, and administrative location; and
- f. restraining and enjoining Defendants CofC and Welch *pendente lite* from otherwise retaliating against and harassing Plaintiff.

(See Pl.’s April 2, 2021 Mot. for Prelim. Inj., at 1-2). On July 9, 2021, Thompson filed her Supplemental Motion for Temporary Restraining Order and Preliminary Injunction, seeking an injunction precluding CofC:

- a. from breaching, contravening, or disregarding the terms and provisions of that written Memorandum of Understanding dated July 17, 2014 (hereinafter “MOU”) that was executed and agreed to by Plaintiff and

Defendants CofC and Frances C. Welch, Ph.D., M.A. (hereinafter “Dr. Welch”) and others;

- b. from at any time and in any manner whatsoever denying Plaintiff access to or the use of, or otherwise preventing Plaintiff from having access to or the use of, Plaintiff’s Faculty Office located in the CofC’s Joseph P. Riley, Jr. Center for Livable Communities (“Riley Center”) at 176 Lockwood Boulevard, Charleston, South Carolina, as appropriate for a full-time tenured Associate Professor of Defendant CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide Plaintiff with a fully functional key card to the exterior door on the first floor of the Riley Center for Plaintiff to use for purposes of accessing and using Plaintiff’s Faculty Office;
- c. from at any time and in any manner whatsoever denying Plaintiff access to and the use of, or otherwise preventing Plaintiff from having access to or the use of, any other facilities of Defendant CofC of whatever kind and wherever located as appropriate for a full-time tenured Associate Professor of Defendant CofC, including without limitation, all classrooms and all other instructional areas available to Instructional Faculty of the CofC for purposes of performing her responsibilities as an employee of the CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide to Plaintiff a fully functional key card or other type of key as necessary for opening the exterior and interior doors of all such facilities for Plaintiff to so access and use; and
- d. from at any time and in any manner whatsoever engaging in any retaliation against or harassment or intimidation of Plaintiff for her bringing this civil action against Defendant CofC or otherwise lawfully exercising her legal rights.

(See Pl.’s July 9, 2021 Suppl. Mot. for Temp. Restraining Order and Prelim. Inj., at 1-2).

For the following reasons, the Court DENIES Plaintiff’s Second Motions and DENIES Plaintiff any interim injunctive relief.

ANALYSIS

A. Plaintiff’s Second Motions Are Precluded by Judge Hall’s Denial of the First Motion.

The specific relief Plaintiff requested in her First Motion and Second Motions is set forth at length, *supra*. While Plaintiff changes the wording somewhat, she seeks essentially the same relief in her Second Motions that she sought in her First Motion. The primary relief sought in both motions is an injunction precluding CofC from breaching the MOU or changing Plaintiff’s location

or assignment. However, Judge Hall already denied her request for a preliminary injunction "[a]fter careful consideration."

"There is a long standing rule in this State that one judge of the same court cannot overrule another." *Sellers v. Nicholls*, 432 S.C. 101, 114, 851 S.E.2d 54, 60 (Ct. App. 2020) (quoting *Charleston Cty. Dep't of Soc. Servs. v. Father (in the Interest of Two Minors)*, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995) ("[A] successor judge may not substitute his own judgment for that of the trial judge.")); accord *Dorchester Cty. Dep't of Soc. Servs. v. Miller*, 324 S.C. 445, 457, 477 S.E.2d 476, 483 (Ct. App. 1996) (same); *Enoree Baptist Church v. Fletcher*, 287 S.C. 602, 604, 340 S.E.2d 546, 547 (1986) ("One Circuit Court Judge does not have the authority to set aside the order of another."). Under this rule, the Court may not second-guess Judge Hall's denial of the First Motion. Although Plaintiff claims that the Court should disregard Judge Hall's order because he did not receive memoranda and did not conduct a hearing, the Court notes that Plaintiff never filed a motion for reconsideration, a motion to alter or amend or any other motion asking Judge Hall to revisit his ruling. As a result, the Court is constrained to respect Judge Hall's prior Order determining that Plaintiff is not entitled to preliminary injunctive relief.

In her Memorandum in Support of her Second Motions, she posits that she is not bound by the denial of her First Motion because a ruling on a temporary injunction cannot have preclusive effect:

"[A] preliminary injunction proceeding does not fully and finally adjudicate the parties' rights, and the principles of res judicata and collateral estoppel are inapplicable to any findings made by the court during those proceedings." *Pittsburgh Logistics Sys., Inc. v. LaserShip, Inc.*, No. 2:18-CV-1382, 2019 WL 2443035, at *4 (W.D. Pa. June 12, 2019) (quoting *Porter v. Chevron Appalachia, LLC*, 204 A.3d 411, 419 n.2 (Pa. Super. Ct. 2019)); see also *Coinmach Corp. v. Fordham Hill Owners Corp.*, 770 N.Y.S.2d 310, 312 (N.Y. Sup. Ct. 2004) ("It is settled law that the grant or denial of a request for a preliminary injunction, a provisional remedy designed for the narrow purpose of maintaining the status quo, is not an adjudication on the merits and will not be given res judicata effect."); *Gessler v. Madigan*, 322 N.E.2d 127, 129 (Ohio Ct. App. 1974) ("The granting or denial of a preliminary injunction does not amount to an adjudication of the ultimate rights in controversy, is not conclusive on the court on a subsequent hearing, and concludes no rights of the parties."); *Softchoice Corp. v. MacKenzie*, 636 F. Supp.

2d 927, 936 (D. Neb. 2009) (“[T]he doctrine of collateral estoppel requires a prior final judgment; the granting or denial of a preliminary injunction is generally not based on a final decision on the merits and is not a final judgment for the purposes of collateral estoppel.”); *People of Colo. ex rel. Watrous v. Dist. Ct. of U. S. for Dist. of Colo.*, 207 F.2d 50, 58 (10th Cir. 1953) (“The denial of the preliminary injunction was not an adjudication of the ultimate rights in controversy. It will not be conclusive on the court or the rights of the plaintiffs at a subsequent hearing.”). Simply stated, the present motions are not barred by Judge Hall’s Form 4 Order.

(See Pl.’s Aug. 31, 2021 Mem. Supp. Mots. for Temp. Restraining Order and Prelim Inj., at 20-21). However, these cases are inapposite, in that the Court is not preventing Plaintiff from litigating any substantive factual or legal issues addressed in Judge Hall’s order. Instead, the Court is respecting a prior judge’s decision that this case does not warrant the extraordinary remedy of preliminary injunctive relief.

Therefore, the Court DENIES Plaintiff’s Second Motions because Judge Hall’s prior order addresses her request for interim injunctive relief.

B. Plaintiff Has Not Carried Her Burden of Showing Entitlement to Preliminary Injunctive Relief.

"A preliminary injunction should issue only if necessary to preserve the *status quo ante*." *HookPoint, LLC v. Branch Banking and Trust Co.*, 397 S.C. 507, 511, 725 S.E.2d 681, 683 (2012).

The requirements for preliminary injunctive relief are well-settled:

An applicant for a preliminary injunction must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct.App.2002). Accordingly, the applicant must establish three elements to receive this relief: (1) he will suffer immediate, irreparable harm without the injunction; (2) he has a likelihood of success on the merits; and (3) he has no adequate remedy at law. *Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 908 (2004).

Compton v. South Carolina Dep’t of Corr., 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011).

"A preliminary injunction should issue only if necessary to preserve the status quo ante, and only upon a showing by the moving party" of these requirements. See *Poynter Invs. v. Century Builders of Piedmont*, 387 S.C. 583, 586, 694 S.E.2d 15, 17 (2010). "The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it."

Compton, 709 S.E.2d at 642. For the reasons that follow, the Court concludes that Plaintiff has not carried her burden of proving the elements required for the issuance of a preliminary injunction.

1. Plaintiff Has Not Shown That She Will Suffer Irreparable Harm Without the Injunction.

Whether "a wrong is irreparable, in the sense that equity may intervene, and whether there is an adequate remedy at law, are questions that are not decided by narrow and artificial rules." *See Kirk v. Clark*, 191 S.C. 205, 211, 4 S.E.2d 13, 16 (1939). For the reasons that follow, the Court determines that Plaintiff has not carried her burden of showing that she will suffer irreparable harm without the immediate issuance of a preliminary injunction.

Plaintiff claims that she will suffer irreparable harm in that she will be subjected to retaliation and deprivation of her rights under the MOU. She also claims that she will be deprived of the opportunity to apply for the vacated HEHP chairperson position. She additionally alleges that the move of her office will harm her ability to perform her work, will damage her reputation, and will cause emotional distress. However, Plaintiff has not cited to any authority supporting that any of those alleged harms are truly "irreparable." The Court concludes that Plaintiff has not carried her heavy burden of showing that these injuries are so severe that they warrant the rare relief of a preliminary injunction. She has offered no evidence that she is in danger of sustaining any harm from which she cannot recover if the Court denies the Second Motions.

Although this case has been pending for over 15 months without injunctive relief, Plaintiff has not presented any evidence that she has been irreparably harmed during that time. To the contrary, she is performing well in her current employment with CofC. For example, for the fall semester of 2021, Plaintiff is teaching three courses in her discipline which are placed with similar disciplines in the Department of Health and Human Performance within the EHHP. Her course load is typical for a faculty member in her Department and area of study. The location of her assigned office with the other members of her department is reasonable and consistent with this academic setting. Further, Court understands that Plaintiff has been teaching and holding office hours virtually. As a result, she has been in complete control of her interaction with other

Department members, the department Chair and Dr. Welch. These facts undermine Plaintiff's claim that she will suffer irreparable harm as a result of the denial of preliminary injunctive relief.

The South Carolina cases that Plaintiff relies upon support the Court's conclusion that Plaintiff has not shown irreparable harm here. For example, in *Levine v. Spartanburg Reg'l Servs. Dist., Inc.*, 367 S.C. 458, 626 S.E.2d 38 (Ct. App. 2005), an anesthesiologist sought a preliminary injunction preventing a hospital from terminating her privileges after the expiration of an anesthesia services contract with the hospital. The Court of Appeals affirmed the grant of injunctive relief, holding that irreparable harm had been shown:

Levine has built a patient referral base through her work at the Hospital. This referral base would erode and potentially disappear if Levine lost her privileges at the Hospital while the merits of her underlying action against the Hospital and Foothills are adjudicated. Levine would also lose competency in anesthesiology if she were unable to ply her trade as the lawsuit progressed. Such inactivity could lead to the loss of her professional practice and career, which can be an irreparable harm.

See id., 367 S.C. at 465, 626 S.E.2d at 42. In this case, there is no evidence that CofC has done anything to prevent Plaintiff from performing her work. To the contrary, Plaintiff is still employed at CofC and has made no showing that her career is in immediate jeopardy from CofC's conduct.

Plaintiff also cites *Rental Uniform Servs. v. Dudley*, 278 S.C. 674, 301 S.E.2d 142 (1983), for the proposition that "a preliminary injunction is appropriate to restrain a breach of obligations imposed by an employment contract." (*See* Pl.'s Aug. 31, 2021 Mem. Supp. Mots. for Temp. Restraining Order and Prelim. Injs., at 22-23). In that case, an employer appealed the denial of a motion for injunctive relief under a covenant not to compete in an employment contract. Importantly, the Court in *Dudley* did not address irreparable harm, as the injunction sought there was permanent, not preliminary. The issue in *Dudley* was, rather, whether the trial court erred in finding that the covenant not to compete was unenforceable. *Dudley* does not stand for the proposition cited and does not support Plaintiff's claim of irreparable harm.

Therefore, for the foregoing reasons, the Court DENIES Plaintiff's Second Motions.

2. Plaintiff Has Not Shown That She Is Likely to Succeed on the Merits.

"In evaluating whether a plaintiff is entitled to a preliminary injunction, the court must examine the merits of the underlying case only to the extent necessary to determine whether the plaintiff has made a sufficient prima facie showing of entitlement to relief." *Compton v. South Carolina Dep't of Corr.*, 392 S.C. 361, 367, 709 S.E.2d 639, 642 (2011). In considering the element, the Courts will examine the merits only to the extent necessary to justify an order halting a party's injury and to afford orderly and deliberative due process." *See Transcontinental Gas Pipe Line Corp. v. Porter*, 252 S.C. 478, 167 S.E.2d 313 (1969). For the reasons that follow, the Court concludes that Plaintiff has not shown a likelihood of success on the merits.

Plaintiff first contends that she is likely to succeed on her claim that she was denied the HEHP chairperson position based on Dr. Welch's arbitrary decision to deem her application untimely, when she was not given notice of the deadline. However, the record shows that Plaintiff chose not to attend a duly-called meeting on January 26, 2021 where the announcement was made that the current Department Chair would not seek reappointment. The evidence shows that, at that meeting, Dr. Welch asked anyone interested in being considered for the chairmanship to submit their application within seven days. Because she was not at this meeting, Plaintiff did not submit a timely application. As a result of her missing that deadline, Plaintiff filed a grievance and was given a hearing before the Grievance Committee, which rendered a non-binding advisory assessment. Plaintiff acknowledged during her grievance hearing that she does not know her faculty peer group and has never attended or participated in department meetings. She has presented no evidence to show that she should have obtained this position. She has not shown that she is likely to succeed on the merits of this claim.

Plaintiff also claims that she is likely to succeed on the merits of her claim that CofC moved her office in violation of the MOU. However, Plaintiff has not presented any evidence or cited to any authority that the MOU is binding and that she is likely to show that CofC violated it. To constitute a valid and binding contract, it is essential all parties assent to the same thing in the same sense. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 894-95 (1989). "South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a

meeting of the minds between parties with regard to all essential and material terms of agreement”. *Id.* “[F]or a contract to be binding, material terms cannot be left for future agreement”; “an agreement which leaves open material terms is unenforceable.” *Stevens and Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 578-79, 762 S.E.2d 696, 701 (2014) (citation omitted). Plaintiff has not shown that she is likely to succeed on her claim that the MOU is an enforceable contract, as its terms do not evidence an intent to be contractually bound to specific, enforceable obligations.

Therefore, because Plaintiff has not shown a likelihood of success on the merits, the Court DENIES her Second Motions.

3. Plaintiff Has Not Shown That She Does Not Have an Adequate Remedy at Law.

Plaintiff has not shown that she does not have an adequate legal remedy. To the contrary, she has an adequate legal remedy in the form of a jury trial for money damages. Any harm to Plaintiff from CofC's actions can be remedied by an award of legal relief to compensate her for her injuries. Therefore, for this additional reason, the Court DENIES Plaintiff's Second Motions.

CONCLUSION

For the foregoing reasons, the Court DENIES Plaintiff's April 2, 2021 Motion for Preliminary Injunction and July 9, 2021 Supplemental Motion for Temporary Restraining Order and Preliminary Injunction.

IT IS SO ORDERED!

BY THE COURT

Roger M. Young, Sr.
Presiding Judge



Charleston Common Pleas

Case Caption: Olivia M Thompson VS College Of Charleston , defendant, et al

Case Number: 2020CP1002726

Type: Order/Temporary Injunction

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-11-12 09:30:55 page 12 of 12

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726

Olivia M. Thompson, Ph.D., M.P.H.,	)
Plaintiff,	)

ORDER

-vs-

College of Charleston; College of	)
Charleston Foundation, Inc.; Frances C.	)
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)
Ph.D., M.S.; and Christopher R. Tobin,	)
Defendants.	)

On November 2, 2021, the Court conducted a hearing on several motions filed by Plaintiff Olivia M. Thompson, Ph.D., M.P.H. ("Plaintiff"), including (1) Plaintiff's Motion to Compel against Defendant College of Charleston ("CofC") filed May 17, 2021, and (2) Plaintiff's Motion to Compel against Defendant CofC filed June 24, 2021. Both of these motions are addressed below.

Counsel who appeared at the hearing were Daniel F. Blanchard, III, Esquire, of Rosen Hagood, LLC, as counsel for Plaintiff; Randell C. Stoney, Jr., Esquire, of Barnwell Whaley Patterson & Helms LLC, as counsel for Defendants CofC, Frances C. Welch, Ph.D., M.A., and Godfrey A. Gibbison, Ph.D., M.S.; and Stafford J. McQuillin, III of Haynsworth Sinkler Boyd PA, as counsel for Defendants College of Charleston Foundation and Christopher R. Tobin.

Based on my review of the pleadings, motions, exhibits, affidavits, memoranda of law, and documents on record and carefully considering the arguments of counsel for the parties, I find the Plaintiff's motions should be granted on the terms set forth below. Plaintiff's motions seek an Order compelling Defendant CofC to produce for inspection, examination, and/or copying the following documents or things:

- The specific sections or excerpts from CofC's policies and procedures supporting the CofC's assertions (as referenced in Provost Suzanne Austin's letter dated March 10, 2021) that (i) an opening in a department chairperson position can or will be filled by

an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the open position and (ii) the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies or procedures do not exist, then the CofC shall supplement its discovery responses to state that no such policy or procedure exists.

- The two iMac desktop computers that were removed from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center on or after April 5, 2021 and which the CofC's discovery responses dated July 2, 2021 state "are currently stored in a secured site at the school."
- Any incident reports, investigative reports, or documents identifying the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center on or after April 5, 2021 and/or the identity of the person(s) who ordered or directed the removal of the computers and showing the date/time the computers were removed and the reason for their removal.
- The security camera footage, surveillance footage, or video identifying or depicting the person(s) who accessed the cubical offices in front of Plaintiff's office at the Riley Center from April 5 through April 16, 2021, including but not limited to any footage identifying or depicting the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center that occurred on or after April 5, 2021.

The scope of discovery in South Carolina is broad and "an objection on relevance grounds is likely to limit only the most excessive discovery request." Samples v. Mitchell, 329 S.C. 105, 110, 495 S.E.2d 213, 215 (Ct. App. 1997). Rule of Civil Procedure 26(b)(1) states that "[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party," and "[i]t is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence." S.C. R. CIV. PRO. 26(b)(1).

The Court finds that Plaintiff's requests seek relevant information and are not excessive. No showing has been made that the requests implicate privileged information. Accordingly, the

Court finds that Defendant CofC must produce the requested documents and things for inspection and copying by Plaintiff.

For the above reasons, it is hereby

ORDERED that Plaintiff's Motion to Compel filed against Defendant CofC on May 17, 2021, and Plaintiff's Motion to Compel filed against Defendant CofC on June 24, 2021 are hereby GRANTED; and

FURTHER ORDERED that within fifteen (15) days after the entry of this Order the Defendant CofC shall supplement its discovery responses and shall produce the following documents or things for inspection, examination, and copying by Plaintiff and/or her attorneys, experts, or consultants:

- a. The specific sections or excerpts from CofC's policies and procedures supporting the CofC's assertions (i) that an opening in a department chairperson position can or will be filled by an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the open position and (ii) that the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies or procedures do not exist, then the CofC shall supplement its discovery responses to state that no such policy or procedure exists.
- b. The two iMac desktop computers that were removed from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Joseph P. Riley, Jr. Center for Livable Communities ("Riley Center") on or after April 5, 2021 and which the CofC's discovery responses dated July 2, 2021 state "are currently stored in a secured site at the school."
- c. Any incident reports, investigative reports, or documents identifying the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center on or after April 5, 2021 and/or the identity of the person(s) who ordered or directed the removal of the computers and showing the date/time the computers were removed and the reason for their removal.
- d. The security camera footage, surveillance footage, or video identifying or depicting the person(s) who accessed the cubical offices in front of Plaintiff's office at the

Riley Center from April 5 through April 16, 2021, including but not limited to any footage identifying or depicting the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center that occurred on or after April 5, 2021.

AND IT IS SO ORDERED!

Roger M. Young, Sr.
Presiding Circuit Court Judge

_____, South Carolina.

This ____ day of _____, 2021.



Charleston Common Pleas

Case Caption: Olivia M Thompson VS College Of Charleston , defendant, et al

Case Number: 2020CP1002726

Type: Order/Compel

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-12-16 12:21:17 page 5 of 5

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
 Olivia M. Thompson, Ph.D., M.P.H.,	)	
Plaintiff,	)	ORDER DENYING PLAINTIFF'S
	)	MOTION TO ALTER
	)	OR AMEND
-vs-	)	
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
_____	)	

The Plaintiff, Olivia M. Thompson, Ph.D. M.P.H., filed a motion asking this Court to reconsider its Order dated November 12, 2021. Specifically, Plaintiff asks this Court to reconsider the order denying Plaintiff's Motion for Preliminary Injunction filed April 2, 2021 and Supplemental Motion for Preliminary Injunction filed July 9, 2021. For the reasons set forth below, the motion to reconsider is DENIED.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not

¹ Rule 59 is substantially the same as the Federal Rule. *See Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

a vehicle to re-litigate previously raised issues or “to raise argument or present evidence that could have been presented prior to the entry of judgment.” Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Plaintiff’s motion, the Court hereby DENIES Plaintiff’s Motion to Alter or Amend.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Charleston Common Pleas

Case Caption: Olivia M Thompson VS College Of Charleston , defendant, et al

Case Number: 2020CP1002726

Type: Motion/Alter and/or Amend

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-12-16 12:21:09 page 3 of 3

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO. 2020-CP-10-

Olivia M. Thompson, Ph.D., M.P.H.,)

Plaintiff,)

-vs-)

College of Charleston; College of)
 Charleston Foundation, Inc.; Frances C.)
 Welch, Ph.D., M.A.; Godfrey A. Gibbison,)
 Ph.D., M.S.; and Christopher R. Tobin,)

Defendants.)

SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, Rosen Hagood, LLC, at their offices at 151 Meeting Street, Suite 400, Charleston, South Carolina 29401, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
 Daniel F. Blanchard, III
dblanchard@rosenhagood.com
 151 Meeting Street, Suite 400
 P. O. Box 893 (29402)
 Charleston, SC 29401
 (843) 577-6726 telephone
 (843) 724-8036 facsimile
 ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
 June 22, 2020.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-
Olivia M. Thompson, Ph.D., M.P.H.,	)	
	)	
Plaintiff,	)	COMPLAINT
	)	
-vs-	)	<u>Jury Trial Demanded</u>
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
	)	
Defendants.	)	
	)	

The Plaintiff, complaining of the Defendants above-named, alleges and states that:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (hereinafter “Dr. Thompson” or “Plaintiff”) is an adult citizen and resident of Charleston County, State of South Carolina.
2. Defendant College of Charleston (hereinafter “CofC”) is a state owned and operated college or educational institution with offices located at 66 George Street, Charleston, South Carolina, with the authority to sue and be sued.
3. Defendant College of Charleston Foundation, Inc. (hereinafter “Foundation”) is a non-profit organization associated with the CofC that is organized to assist and support the CofC and its employees. The Foundation was established for the benefit and support of the CofC and receives, accepts, and administers money, property, donations, gifts, grants, and other funds to be used for the specific benefit of the CofC and its employees. The Foundation has offices at 11 College Way, Charleston, South Carolina.

4. Defendant Frances C. Welch, Ph.D., M.A. (hereinafter “Welch”) is an adult citizen and resident of Charleston County, South Carolina. Defendant Welch currently is an employee of the CofC and is the CofC’s Interim Provost and Executive Vice President for Academic Affairs. Since 2001, Defendant Welch has also been the Dean of the CofC’s School of Education, Health, and Human Performance (hereinafter “EHHP”).

5. Defendant Godfrey A. Gibbison, Ph.D., M.S. (hereinafter “Gibbison”) is an adult citizen and resident of Charleston County, South Carolina. Defendant Gibbison currently is an employee of the CofC and is the Dean of the CofC’s School of Professional Studies (hereinafter “SPS”) and Interim Dean of the CofC’s Graduate School.

6. Defendant Christopher R. Tobin (hereinafter “Tobin”) is an adult citizen and resident of Charleston County, South Carolina. Defendant Tobin currently is an employee of the CofC and is the CofC’s Executive Vice President of Institutional Advancement, as well as the Foundation’s Executive Director.

7. Except as otherwise stated below, at all times pertinent herein, in personally committing and/or participating in the acts and/or omissions alleged herein, Defendants Welch, Gibbison, and Tobin in whole and/or in part were acting as the officers, employees, and/or agents of Defendants CofC and/or Foundation, were acting within the course and scope of their employment and agency and with express or implied consent or permission of Defendants CofC and/or Foundation, were acting with the scope of their official duties, and were carrying on and furthering the business interests of Defendants CofC and/or Foundation.

8. Alternatively, Defendants Welch, Gibbison, and Tobin in whole and/or in part were acting in their individual capacities, for their own personal motivations, in furtherance of their own

personal interests, outside the scope of their official duties, and outside the course and scope of their employment with Defendants CofC and/or Foundation.

9. Defendants, directly and/or by the conduct and actions of their agents, servants, and/or employees, were transacting business in South Carolina, entering into contracts to be performed in whole or part in the State of South Carolina, and/or committing a tortious act in whole or in part in South Carolina. The causes of action alleged herein arise out of, and result from, the acts enumerated above.

10. Jurisdiction and venue are proper in this Court pursuant to South Carolina law, including but not limited to the South Carolina Long Arm Statute.

BACKGROUND COMMON TO ALL CLAIMS

Dr. Thompson's Boeing-funded work, interference by Defendant Welch, and MOU with CofC:

11. At all times relevant to this action, Dr. Thompson was an employee of the CofC serving initially as an untenured Assistant Professor and thereafter as a tenured Associate Professor at the CofC.

12. The Boeing Company ("Boeing") is the world's largest aerospace company and has a major manufacturing, assembly, and delivery plant for Boeing commercial aircraft located in North Charleston, South Carolina.

13. Over her career at the CofC, Dr. Thompson had cultivated a relationship with Boeing and had applied for and secured more than \$2 million in grant funds from Boeing that had provided direct financial or economic benefits to both the CofC and the Foundation as well as to Dr. Thompson personally.

14. Prior to August 16, 2014, Dr. Thompson's faculty appointment was in the CofC's EHHP, which placed her under the direction and supervision of Defendant Welch, as the Dean of the EHHP.

15. On or about July 22, 2013, Dr. Thompson learned that Defendant Welch was engaging in unlawful and improper actions to interfere with, undermine, and subvert Dr. Thompson's Boeing-funded work. At that time, Defendant Welch was Dr. Thompson's Dean.

16. Defendant Welch attempted to terminate Dr. Thompson during the course of her third-year review conducted during the CofC's 2013-2014 academic year and to reassign Dr. Thompson's Boeing grants to other faculty in the Department of Teacher Education. Defendant Welch communicated her plan to the CofC's then-Director of Economic Development. Additionally, during the course of Dr. Thompson's tenure and promotion proceedings occurring during the CofC's academic year for 2016-2017, Defendant Welch, even though no longer Dr. Thompson's Dean and otherwise having no authority or permission to be involved in such proceedings, egregiously and contrary to the provisions of the CofC's 2016-2017 Faculty Administration Manual (hereinafter "FAM"), surreptitiously met with Glenn F. McConnell, J.D. (hereinafter "President McConnell"), then-President of the CofC, in President McConnell's office at the CofC in what proved to be an unsuccessful last-minute attempt to persuade President McConnell not to award Dr. Thompson tenure and promotion to Associate Professor in the Joseph P. Riley Center for Livable Communities (hereinafter "Riley Center") effective August 16, 2017.

17. During Dr. Thompson's third-year review proceedings, at a meeting with Boeing's employees, Defendant Welch openly broached removing Dr. Thompson as Principal Investigator of her Boeing grants and reassigning the grants to other faculty. Defendant Welch also attempted

to redirect future Boeing grant funds to finance a daycare center on Boeing's facility so that student teachers could practice student teaching at this daycare center.

18. Defendant Welch purposefully engaged in these activities behind Dr. Thompson's back and without consulting with or including her in the communications.

19. Once Dr. Thompson learned of Defendant Welch's unlawful and improper actions, she reported Defendant Welch's activities directly to her supervisor, Dr. George W. Hynd (hereinafter "Dr. Hynd"), the CofC's then-Provost and Executive Vice President for Academic Affairs.

20. As a direct result of Dr. Thompson's reports and the CofC's own investigation and validation of Dr. Thompson's complaints or grievances involving Defendant Welch, on or about July 17, 2014, Dr. Thompson and the CofC executed and entered into a written contract and/or binding agreement to resolve and rectify these issues, which contract or agreement was labeled or entitled a "Memorandum of Understanding" (hereinafter "MOU"). A true and correct copy of the MOU is attached hereto as "Exhibit A" and is incorporated herein by reference.

21. The MOU was expressly agreed to, executed, and signed by Dr. Thompson, Defendant Welch, Dr. Hynd, Dr. Jerry Hale (hereinafter "Dr. Hale" or "Dean Hale"), the then-Dean of the CofC's School of Humanities and Social Sciences (hereinafter "HSS"), and President McConnell.

22. Under the express terms of the MOU, Dr. Thompson was to be transferred or moved from the CofC's EHHP and was placed into the CofC's HSS effective on August 16, 2014. At that time, Dr. Hale was the Dean of HSS.

23. The purpose of the agreed upon MOU was to relieve Dr. Thompson of any further accountability to Defendant Welch, to remove Defendant Welch from having any supervisory role

over Dr. Thompson or her tenure-track, and to preclude Defendant Welch from retaliating against Dr. Thompson and further adversely interfering with and affecting Dr. Thompson's Boeing-funded work. Dr. Hynd specifically removed Dr. Thompson from Defendant Welch's report so that she could effectively administer her grants without interference from and retaliation by Defendant Welch and so she could secure additional grant funding (most notably from Boeing) for the benefit of both the CofC and the Foundation as well as Dr. Thompson.

24. The CofC's administration (including then-President McConnell, then-Provost Hynd, and then-Dean Hale) was fully aware of Defendant Welch's illegal and improper actions as well as the impetus, motivations, and reasons for Dr. Thompson's transfer and placement into HSS.

25. The terms of the MOU specifically mandate that Dr. Thompson will report directly to Dr. Kendra Stewart (hereinafter "Dr. Stewart"), who would serve as Dr. Thompson's Department Chair, and Dr. Thompson's tenure-track faculty line, office, and any grant-related offices are to be moved from EHHP to the Riley Center, where they would be administratively housed or located.

26. Pursuant to the MOU, the CofC did transfer Dr. Thompson from the CofC's EHHP and placed her in the HSS effective on August 16, 2014.

27. Additionally, pursuant to the MOU, Dr. Thompson did report directly to Dr. Stewart, who served as her Department Chair, and Dr. Thompson's tenure-track faculty line, office, and any grant-related offices were moved from EHHP to the Riley Center, where they became administratively housed or located.

Dr. Thompson's successful procurement of Boeing grant for Sustainable Food Systems Program at the CofC:

28. On or about May 14, 2018, Dr. Thompson created and Denise Ciccarelli (the CofC's Executive Director of Corporate and Foundation Relations, hereinafter "Ms. Ciccarelli") submitted a written application to Boeing seeking a grant of \$250,000.00 from Boeing to the Foundation, with the grant funds to be used to fund a project to be conducted by the CofC entitled "Veterans Fellowship Program in Sustainable Food Systems" (hereinafter the "SFS Program" or "Program"). At all relevant times, Dr. Thompson has served as the Principal Investigator of the SFS Program.

29. On or about August 28, 2018, Boeing accepted the application for grant funding for the SFS Program. As a result, Boeing contractually agreed to make a grant of \$250,000.00 to the Foundation to be used for the purposes set forth in the grant application, the Foundation agreed to receive, hold, and disburse the grant funds for the SFS Program, the CofC agreed to create and implement the project or Program, and Dr. Thompson agreed to serve as Principal Investigator for the Program.

30. The Boeing grant has specifically budgeted expenses in accordance with Boeing's requirements. A portion of the Boeing grant funds were specifically to be used to pay and/or fund a portion of Dr. Thompson's salary and benefits. The grant terms for the SFS Program provide that the funds will be used to support 25% of Dr. Thompson's, as well as Co-Director Mat Garrison, M.Ed., Ph.D.'s (hereinafter "Dr. Garrison") annual salary and benefits during the SFS Program's first two pilot years.

31. Pursuant to the grant contract, the Foundation administratively holds the grant funds for the SFS Program in a restricted or designated account(s) and the CofC directs the disbursement of the funds in accordance with the terms and restrictions of the Boeing grant,

including but not limited to the payment of a portion of Dr. Thompson's annual salary. The grant for the SFS Program provided direct financial or economic benefits to both the CofC and the Foundation. The grant also financially benefited Dr. Thompson personally as a party to and/or a direct and intended third-party beneficiary of the grant contract.

32. Pursuant to commitments made to Boeing in securing the grant funds for the SFS Program, the CofC agreed to develop and implement both a professional development (continuing education) certificate program and an academic credit certificate program in Sustainable Food Systems to be administratively housed within the CofC's SPS, even though Dr. Thompson's academic home would remain in the CofC's HSS. The Foundation agreed to administratively receive, hold, and disburse the grant funds received from Boeing for the SFS Program.

33. The Boeing grant provides that the monies (tuition, fees, etc.) generated by the operations of the SFS Program are to go back to the Program to cover all Program expenses, which included part of Dr. Thompson's and Dr. Garrison's salary and benefits. The Boeing grant also specifically contemplates that the SFS Program would become self-sustaining and continue for many years in the future even after Boeing's grant funds were spent or used. The grant expressly states: "After Year 2, The College of Charleston will 'tuition share' thereby paying 100% of Dr. Garrison's FTE and awarding Dr. Thompson a summer stipend to allow her to continue to direct and evaluate the certificate program."

34. Dr. Thompson is and was a party to and/or direct and intended third-party beneficiary of the contract between Boeing, the CofC, and the Foundation involving the grant for the SFS Program.

35. The goal, plan, and reasonable expectation of Dr. Thompson, Boeing, the Foundation, and the CofC, among others, was that the SFS Program would continue for many

years after the first two pilot years of the Program had ended and would continue to pay for and/or fund 25% of Dr. Thompson's total annual salary and benefits (as adjusted annually) in those future years. If not for the Defendants' actions as described or set forth herein, it was reasonably probable that the SFS Program would have continued for many years after 2020 and would have continued to pay for and/or fund 25% of Dr. Thompson's annual salary and benefits during those future years.

CofC's unilateral breach and disregard of MOU:

36. From July 17, 2014 until August 29, 2019, Dr. Thompson was not notified of any concerns or alleged deficiencies with her performance as either Assistant or Associate Professor or her work with the Boeing-funded grant or the SFS Program.

37. As recent as August 9, 2019, Dr. Stewart (who was teaching abroad during the fall 2019 semester) discussed plans for increased integration of Dr. Thompson's work within the Riley Center.

38. On or about July 1, 2019, Defendant Welch became the CofC's Interim Provost and Executive Vice President for Academic Affairs, thus replacing Dr. Brian McGee.

39. Shortly thereafter, on or about August 29, 2019, despite Dr. Thompson's MOU or contract with the CofC and without prior consultation with Dr. Thompson or her consent, Defendant Welch unilaterally purported to move or transfer Dr. Thompson from HSS back to EHHP and into EHHP's Department of Health and Human Performance (hereinafter "Department of HHP") by virtue of an e-mail notification that Defendant Welch's assistant sent to Dr. Thompson on that date, which action would remove Dr. Thompson from Dr. Stewart's report and would ultimately return Dr. Thompson to under Defendant Welch's supervision, who the CofC has announced will be resuming the position of EHHP effective July 1, 2020.

40. Dr. Thompson did not agree or consent to this unilateral action or to her placement at EHHP and was not even consulted before this decision was made, which set the stage for Defendant Welch to again have the opportunity to retaliate against Dr. Thompson and to adversely interfere with and affect not only Dr. Thompson's Boeing-funded work and the SFS Program, but also her instructional work, promotion, and tenure-track at the CofC.

41. Not only did Defendant Welch fail to consult with Dr. Thompson or obtain her agreement with this purported transfer, but she did not consult with the Dean of EHHP (Dr. Courtney Howard) or the Chair of the Department of HHP (Dr. Wes Dudgeon) prior to the decision and they did not review or approve the transfer prior to Defendant Welch's letter to Dr. Thompson. This is highly irregular given that the CofC's own policies and procedures, including the CofC's FAM, mandate that transfers or appointments of roster faculty members (such as Dr. Thompson) outside academic departments shall exist only when recognized as such in a letter of appointment signed by the CofC's President, which is only to occur after the letter has been reviewed by all Deans and Department Chairs with an interest in the appointment. The MOU between Dr. Thompson and the CofC expressly states that all policies and procedures relative to Plaintiff's tenure and promotion (including the CofC's FAM) must be followed. The CofC did not follow its usual and customary policies and procedures when Dr. Welch purported to unilaterally transfer Dr. Thompson's faculty appointment on August 29, 2019.

42. Dr. Thompson has repeatedly demanded that the CofC honor and abide by its contractual commitments to her under the MOU and that it confirm her continued assignment to the HSS (notwithstanding Dr. Welch's unilateral actions) and/or to transfer or reassign her back to the HSS pursuant to the agreement reflected in the MOU. The CofC has refused to do so, in breach of its contractual obligations to Dr. Thompson.

43. The CofC has refused to rectify its breach of the terms of the MOU between it and Dr. Thompson dated July 17, 2014. The CofC has further notified Dr. Thompson that it does not view the MOU as a binding agreement or contract, thus repudiating the MOU.

Misappropriation of grant funds and interference with Boeing grants and SFS Program:

44. In December of 2018, without Dr. Thompson's or Boeing's knowledge or approval and in contravention of the terms of the grant contract with Boeing, Defendant Tobin and the Foundation misappropriated and diverted a portion of Boeing's grant funds intended for the SFS Program as well as monies that had been generated from the sale of textbooks developed by Dr. Thompson with the use of previously awarded Boeing grant funds, which funds were to be used to support the Farm-to-School programming.

45. Via letter to Defendant Tobin dated January 25, 2019, attorney Allan R. Holmes, Esquire detailed the misappropriation and diversion of Boeing's grant funds that belonged to the SFS Program and the monies generated from the sale of the textbooks. These actions (which did not involve Dr. Thompson and were done without her consent) were a blatant breach of the Foundation's contractual commitments to Boeing, were most disturbing to Boeing, and worked to undermine and subvert Dr. Thompson's Boeing-funded work.

46. Upon learning of the misappropriation, Dr. Thompson personally made demands to Defendant Tobin, the Foundation, and the CofC that the portion of Boeing's grant funds as well as the proceeds from textbook sales that had been misappropriated and diverted be returned or refunded. Instead of agreeing that the funds should not have been taken, Defendant Tobin was irate and furious with Dr. Thompson and attempted to defend the unlawful taking of the funds as the payment of "fees" properly charged by the Foundation.

47. Upon information and belief, Boeing's representative then contacted Defendants Foundation and Ms. Ciccarelli directly and also demanded that the misappropriated amounts be returned or refunded. Ms. Ciccarelli is a subordinate employee of the CofC who was acting and working under the close direction, supervision, and control of Defendant Tobin and the Foundation. Defendant Tobin directed Ms. Ciccarelli to falsely advise Boeing that the Foundation had inadvertently removed or taken a portion of Boeing's grant funds as the result of a clerical error, which was false. Defendant Tobin had taken the funds on purpose, not inadvertently due to a clerical error.

48. Ms. Ciccarelli did as directed and falsely reported to Boeing that the grant funds had been taken as the result of a clerical error and that Dr. Thompson was supposedly making a big deal out of nothing.

49. As a result of Dr. Thompson's and Boeing's demands, the Foundation eventually did return the portion of Boeing's grant funds that had been misappropriated, but it never returned or refunded the proceeds from the textbook sales that had been misappropriated or diverted, thus converting those funds. Thereafter, Dr. Thompson discontinued having the proceeds from the textbook sales deposited into the Foundation's account to eliminate any further misappropriation or diversion of the proceeds.

50. After Defendant Welch purported to unilaterally change Dr. Thompson's faculty appointment on August 29, 2019, Defendant Welch (with participation and cooperation by Defendants Gibbison and Tobin) began engaging in actions to retaliate against Dr. Thompson and to undermine and subvert her Boeing-funded work and the SFS Program.

51. Among other actions, Defendants Welch, Gibbison, and Tobin engaged in activities to disrupt and disparage Dr. Thompson's administration of her current Boeing grant and to

interfere with the SFS Program, all with the objective of having Dr. Thompson removed as the Principal Investigator thereof. These illegal actions by Defendants Welch, Gibbison, and Tobin damaged and directly interfered with Dr. Thompson's valuable relationship with Boeing.

52. Without Dr. Thompson's knowledge or input, Defendant Welch, in collaboration with Defendant Gibbison and others, directed the removal of SFS Program's face-to-face (in-person) academic-credit and continuing education courses from the CofC's course system and the SPS's online registration page. These actions effectively canceled both the academic and continuing education courses of the SFS Program for the spring 2020 semester. The course cancellations occurred on September 17, 2019 and November 11, 2019. These efforts detrimentally impacted enrollment in the SFS Program and directly interfered with its administration.

53. Without Dr. Thompson's knowledge or involvement, Defendant Welch and Ms. Ciccarelli (who was acting at the direction of Andrew T. Hsu, Ph.D. (hereinafter "Dr. Hsu"), the CofC's current-President) conducted a secret meeting with Boeing's representatives on December 13, 2019, to discuss the SFS Program. Neither Defendant Welch nor Dr. Hsu invited Dr. Thompson to take part in the meeting with the Boeing representatives even though she is the Principal Investigator of the SFS Program. Dr. Thompson only learned of the meeting from Boeing.

54. At the December 13, 2019 meeting, Defendant Welch and Ms. Ciccarelli (with the knowledge and approval of Defendants Gibbison and Tobin) intentionally provided false and misleading information to Boeing regarding the reasons that enrollment in the professional development track of the SFS Program was lower than the target. Defendants Welch, Gibbison,

and Tobin also authorized or directed Ms. Ciccarelli to submit a progress report to Boeing containing additional false and misleading information, which Dr. Thompson did not authorize.

55. Defendant Welch and Ms. Ciccarelli conducted this meeting behind Dr. Thompson's back and, upon information and belief, at the direction and with the approval of Defendants CofC and the Foundation, with the clear objective of disparaging Dr. Thompson and impugning her work in the eyes of Boeing. The meeting took place following Defendant Welch's prior repeated attempts to undermine Dr. Thompson's Boeing-funded work and the SFS Program and Ms. Ciccarelli's prior false and professionally disparaging criticism of Dr. Thompson to Boeing when she brought to light the Foundation's misappropriation and diversion of Boeing's grant funds as well as the proceeds from textbook sales that were to be used for Farm-to-School programming.

56. On December 18, 2019, at Defendant Welch's direction or with her involvement and without Dr. Thompson's knowledge or approval, Defendant Gibbison sent an e-mail to CofC staff (while intentionally excluding Dr. Thompson) informing them that Defendant Welch had unilaterally decided to delay or push back the spring semester SFS Program courses to spring semester Express II. Dr. Thompson was not consulted or notified regarding this decision and did not consent to the delay. Defendant Gibbison was neither a grant-funded investigator (i.e., he was not key personnel) for the Boeing grant, nor was he Dr. Thompson's Dean, and he had no authority to issue any directives with respect to the SFS Program or the Boeing grant.

57. At Defendant Welch's direction or with her involvement, in late December of 2019, Defendant Gibbison also directed his staff to notify CofC students that the SFS Program would change to a 7-week program, instead of a 14-week program. The 14-week program was supposed to commence only weeks later on January 8, 2020, but the CofC notified students on December

19, 2019 that the classes would not begin until the second half of the semester, which caused considerable confusion among students who were planning to enroll or were interested in enrolling in the courses. Dr. Thompson was not included in this change and did not approve it.

58. Defendants Welch and Gibbison made this decision without Dr. Thompson's knowledge or input and intentionally omitted her from the e-mail communicating the decision to the CofC's students, even though it clearly impacts the SFS Program of which she is the Principal Investigator.

59. By cancelling the SFS programming for the first seven weeks of the spring 2020 semester and allowing it to run only during the second seven weeks, it was not possible for the CofC to teach farming and food processing courses in such a shortened period of time because of the nature of those courses. These actions directly interfered with the administration of the SFS Program.

60. This change also breached the contractual commitments made by the CofC to Boeing under the grant as well as contractual commitments made between the CofC and two area non-profit organizations that were serving as SFS Program partners. Dr. Thompson subsequently learned from Boeing that Defendant Welch and Ms. Ciccarelli did not even discuss with Boeing's representatives during their December 13, 2019 meeting that Defendants Welch and Gibbison were planning to issue the directive that the program be changed from a 14-week program to a 7-week program.

61. Defendants Welch's and Gibbison's unilateral decision was not approved by Boeing and the course instructors had not agreed to teach during a condensed timeframe.

62. During the December 13, 2019 meeting, Defendant Welch and Ms. Ciccarelli (with the knowledge and approval of Defendants Gibbison and Tobin) represented to Boeing that the

curriculum for the professional development certificate that is part of the SFS Program was never presented to be approved by the CofC's Faculty Senate and therefore was not as popular an option since it was not accredited. This was an intentionally false statement of fact. In fact, Dr. Thompson established the curriculum for the professional development certificate during the spring 2019 semester and implemented it for the fall 2019 semester.

63. As part of its commitments made to Boeing involving the SFS Program, the CofC also agreed to develop and implement an academic credit certificate program to be administratively housed within the CofC's SPS. The implementation of this program as well as the professional development certificate program were initially delayed by one academic semester because of the CofC's delay in hiring a recruiter for the program. However, based on communications between Boeing and Dr. Thompson, Boeing agreed to allow the CofC to offer the academic credit certificate program beginning fall 2020 semester and the professional development certificate program beginning fall 2019 semester.

64. To develop and implement such an academic credit certificate program, the CofC was required to have faculty qualified to teach the courses in the SFS Program or it must join a cooperative or consortium through which it would be able to offer the courses as qualified adjunct professors could not be recruited and CofC faculty senators had previously expressed to Defendant Gibbison that they would not approve academic credit certificate programs taught solely by adjunct instructors. The CofC's 2018-2019 Academic Planning Committee completed a review of SPS certificate programs proposed for the 2019-2020 academic year and did not approve the proposals for a graduate and several undergraduate certificates presented by Defendant Gibbison because of the SPS's 100% staffing by part-time faculty of concentrations offered by the SPS, indicating that the staffing problem was exacerbated by the fact that the school had no full-time faculty of its own.

65. The CofC did not have the ability to teach the courses in the SFS Program through its own faculty. As a result, Dr. Thompson secured the CofC's membership in AgIDEA, which is a consortium of universities who house faculty offering agriculture/food systems courses. By joining this consortium, the CofC would be able to offer academic credit courses in agriculture/food systems without having to invest in hiring its own faculty to teach the courses.

66. For the CofC to join AgIDEA, it was first necessary for Defendant Welch to authorize the CofC to enter a written memorandum of understanding with AgIDEA. Dr. Thompson provided the memorandum of understanding to the CofC and it was issued to Defendant Welch by Defendant Gibbison on September 8, 2019 for her review, approval, and signature.

67. The deadline for the CofC to execute the memorandum of understanding to join the consortium was February 7, 2020. Defendant Welch (with Defendant Gibbison's approval) repeatedly failed and/or refused to execute the agreement, thus preventing the CofC from offering academic credit courses in agriculture/food systems and preventing Dr. Thompson from submitting a program proposal to the CofC Faculty Senate for approval. Despite multiple attempts by Dr. Thompson to have Defendant Welch execute the memorandum of understanding so the program could go forward, Defendant Welch ignored or declined these requests, thus the agreement was never executed. Defendant Welch refused to execute the agreement with AgIDEA in retaliation against Dr. Thompson.

68. As purported justification for Defendant Welch's failure or refusal to execute the memorandum of understanding with AgIDEA, Dr. Deanna M. Caveny, Associate Provost for Faculty Affairs under Defendant Welch, and Defendant Gibbison gave Dr. Thompson a bogus excuse that CofC policies prevented the CofC from entering into the agreement with AgIDEA. CofC's policies did not actually prevent Defendant Welch or the CofC from executing the

memorandum of understanding with AgIDEA. This excuse was merely a pretext for Defendant Welch's refusal to enter the agreement with AgIDEA and for her retaliation against Dr. Thompson.

69. In an effort to ameliorate or mitigate the damage caused by Defendants Welch, Gibbison, and Tobin, Dr. Thompson voluntarily undertook efforts to find another school or department within the CofC (other than EHHP or SPS) to serve as the SFS Program's academic or administrative home. However, she encountered further retaliation and intentional interference by Defendant Welch. Defendant Welch instructed and/or encouraged other faculty at the CofC not to work with Dr. Thompson. Defendant Welch made derogatory and defamatory statements about Dr. Thompson to these individuals intended to impeach the integrity and reputation of Dr. Thompson, thus thwarting Dr. Thompson's efforts to locate another school or department to serve as the SFS Program's academic home and thereby preventing the SFS Program from being housed in a viable school or department.

70. Defendant Welch's retaliation and unprofessional and unlawful behavior towards Dr. Thompson has poisoned the work environment at the CofC and has caused significant reputational harm and financial damage to Dr. Thompson, including harm to her relationship with Boeing.

71. On or about February 28, 2020, the CofC (through Defendants Welch and Gibbison) suddenly began harassing two individuals who were teaching courses in the SFS Program by requiring them to be re-characterized as temporary employees rather than independent contractors, even though the individuals in question do not meet the criteria for classification as temporary employees. The effect of the change was to create negative tax implications for the individuals and to subject them to Defendant Gibbison's direction and control. One of the individuals in question had previously notified the CofC that she would not work under Defendant

Gibbison or his staff because of past incidents of dissatisfaction with them. Although the two individuals and Dr. Thompson opposed the reclassification, the CofC withheld and refused to issue paychecks to the two individuals for work already performed unless they agreed to sign paperwork acknowledging their re-classification to temporary employees.

72. On repeated and numerous occasions, Dr. Thompson made it clear that she opposed and did not condone the unlawful and improper actions by Defendants Welch, Gibbison, and Tobin in interfering with and undermining her relationship with Boeing, the SFS Program, or her ability to provide courses for the SFS Program. Dr. Thompson specifically warned the CofC and Foundation that these actions by Defendants Welch, Gibbison, and Tobin were jeopardizing the Boeing funding for the SFS Program as well as Boeing's continued relationship with Dr. Thompson, the CofC, and the Foundation. Dr. Thompson warned the CofC and the Foundation that these actions by Defendants Welch, Gibbison, and Tobin would cause Boeing to withdraw or cancel its grant funding if not stopped.

73. On numerous occasions, Dr. Thompson demanded a personal meeting with Dr. Hsu to discuss these issues and concerns directly with him, but these requests for a meeting were ignored or denied. Dr. Thompson was not afforded the opportunity to meet with Dr. Hsu to discuss these issues. Upon information and belief, Dr. Hsu had already decided to condone the unlawful and improper actions by Defendants Welch, Gibbison, and Tobin.

74. Despite the fact that Dr. Thompson made the CofC and Foundation aware of the unlawful and improper actions by Defendants Welch, Gibbison, and Tobin and demanded that the CofC and Foundation take actions to stop these actions, the CofC and Foundation took no steps or actions to address those issues or to rectify the unlawful conduct that was occurring. The CofC and Foundation did nothing to require Defendants Welch, Gibbison, and Tobin to cease and desist

their unlawful conduct and retaliation against Dr. Thompson and the SFS Program, thus effectively condoning and encouraging such behavior.

75. Upon information and belief, Defendants Welch, Gibbison, and Tobin had no intention of carrying out the SFS program in accordance with the CofC's and Foundation's contractual commitments to Boeing and/or Dr. Thompson. Instead, the intention and objective of the CofC and the Foundation was to kill the SFS Program and to divert or redirect the Boeing grant funds to other programs as retaliation against Dr. Thompson, thus the CofC and Foundation, through its employees and agents, engaged in actions to interfere with and impede the SFS Program to accomplish that goal.

76. On March 17, 2020, because of the continued retaliation against Dr. Thompson and the continued interference with the SFS Program by Defendants Welch, Gibbison, and Tobin, Boeing finally notified Dr. Thompson that it was irrevocably pulling back or withdrawing its grant funding for the program. Boeing communicated its decision to Dr. Thompson on March 17, 2020 and requested the return of its grant funds for the SFS programming, less outstanding invoices and applicable payroll.

77. As a result of Boeing pulling back the grant funds, the SFS Program will no longer exist at the CofC and Dr. Thompson has lost and will continue to lose her compensation as Principal Investigator and Program Director of the SFS Program, and the accompanying increase in prestige and professional standing that comes with it. Not only has Boeing withdrawn its funding for the existing grant, but it also will not enter into future grants with the CofC or Foundation because of its actions.

78. Pursuant to the terms and conditions of Dr. Thompson's employment contract with the CofC in combination with her being a party to and/or direct and intended third-party

beneficiary of the Boeing grant contracts, the CofC is required and agreed to compensate Dr. Thompson for her summer work in the amount of \$30,083.00 plus benefits. Pursuant to the contractual commitments between Boeing, the CofC, and the Foundation involving the grant for the SFS Program, the Foundation is to administratively hold the grant funds for the program in a restricted or designated account(s) and the CofC is to direct the disbursement of the funds in accordance with the terms and restrictions of the Boeing grant. Although Dr. Thompson's summer salary and benefits for 2020 was budgeted for and the Foundation holds Boeing's grant funds to be used to pay her summer salary and benefits, the CofC has since failed and/or refused to direct the distribution of the funds to pay Dr. Thompson any of her summer salary or benefits.

79. As a direct result of the retaliation against Dr. Thompson and the interference with the SFS Program by Defendants Welch, Gibbison, and Tobin, Dr. Thompson has lost and will continue to lose her financial compensation paid from the Program's operations, including her summer salary, which is currently \$30,083.00 each summer plus benefits and would have increased annually along with her 9-month base salary and benefits.

80. Even after the CofC and Foundation were notified of Boeing's decision, the CofC and Foundation nevertheless surreptitiously attempted to draw down funds from the Boeing grant in an amount that was not authorized under the grant terms. This was done without Dr. Thompson's knowledge or approval. Upon information and belief, despite Boeing's demand for return of the unused grant funds, the CofC and Foundation have yet to return or refund to Boeing the grant funds for the SFS Program despite Boeing's demands that the funds be returned.

81. On or about May 7, 2020, at the request of Defendant Welch and Dr. Hsu, the CofC's Board of Trustees voted to close the CofC's SPS, which is where the SFS Program was administratively housed under the terms of the Boeing grant. Shortly thereafter, the CofC also

terminated the employment of Dr. Garrison (Co-Director of the SFS Program) along with all staff of the SPS. Because the CofC terminated Dr. Garrison's employment, he will be unable to work with Dr. Thompson during the summer of 2020 to write up their research and program evaluation of the SFS Program.

82. The loss of the current and future Boeing grants has caused and will continue to cause considerable financial damage to Dr. Thompson now and into the future, in addition to harm to her professional reputation and standing in the academic community and significant emotional and mental strain and harm.

83. Without the retaliation against Dr. Thompson and the interference with the SFS Program by Defendants Welch, Gibbison, and Tobin, it was reasonably probable that the SFS Program would have become self-sustaining and continued for many years in the future even after Boeing's grant funds for the initial two years of the Program were spent or exhausted.

84. The Boeing grant specifically provided that the monies generated by the SFS Program were to go back to the Program to cover all Program expenses, including Dr. Thompson's summer salary and benefits. One of the reasons Boeing agreed to fund the SFS Program in the first place was because it would be self-sustaining after a two-year pilot period. The retaliation against Dr. Thompson and the interference with the SFS Program by Defendants Welch, Gibbison, and Tobin prevented this from occurring and thwarted the Program from achieving its objective and goal of becoming a perpetual and self-sustaining Program.

85. Because Dr. Thompson will no longer be able to establish the SFS Program at the CofC, it also will prevent and impair her ability to apply for and secure other grants from Boeing as well as others grantors that build on the data she would have collected from the Boeing grant for the SFS Program.

**FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment Pursuant to S.C. CODE ANN. § 15-53-30)
(As to Defendant CofC)**

86. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

87. Plaintiff brings this action pursuant to S.C. CODE ANN. § 15-53-30.

88. Due to the facts, conditions, and circumstances as set forth in this Complaint, an actual and justiciable controversy has arisen and now exists between the Plaintiff and the Defendant CofC regarding the enforceability of the MOU dated July 17, 2014. Declaratory relief is necessary to adjudicate the rights of the parties.

89. Plaintiff is entitled to a declaratory judgment declaring the rights of the parties and, more specifically, declaring that:

- a. The MOU dated July 17, 2014 is a valid and enforceable contract between Plaintiff and the CofC.
- b. Plaintiff's correct faculty appointment since August 16, 2014 and continuing to the present is in the CofC's HSS.
- c. Plaintiff's faculty appointment requires her to report directly to Dr. Stewart, who serves as her Department Chair, and her tenure-track faculty line, office, and any grant-related offices are to be administratively housed or located in the Riley Center.

90. Plaintiff has no adequate remedy at law.

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing)
(As to Defendant CofC)**

91. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

92. As referenced herein-above, the Plaintiff and the CofC entered into the MOU dated July 17, 2014, which is a binding and enforceable contract or agreement between the parties.

Additionally, the MOU expressly states that all policies and procedures relative to Plaintiff's tenure and promotion (including the CofC's FAM) must be followed.

93. Pursuant to Plaintiff's employment contract with CofC, CofC also agreed to pay to Plaintiff wages, salary, benefits, and other compensation including but not limited to the amount of \$30,083.00 for her summer 2020 work.

94. Pursuant to the contracts between Boeing, the CofC, and the Foundation involving the grant for the SFS Program, to which Dr. Thompson is a party and/or a direct and intended third-party beneficiary, the Foundation is to administratively hold the grant funds for the program in a restricted or designated account(s) and the CofC is to direct the disbursement of the funds in accordance with the terms and restrictions of the Boeing grant. Although Dr. Thompson's summer salary and benefits for 2020 were budgeted for and the Foundation holds Boeing's grant funds to be used to pay her 2020 summer salary and benefits, the CofC has since failed and/or refused to direct the distribution of the funds to pay Dr. Thompson any of her summer salary, wages, or benefits.

95. At all times pertinent herein, the Plaintiffs has performed in accordance with her employment contract with the CofC in combination with the Boeing grant contract, including but not limited to performance of the summer work required of her.

96. The contract between the Plaintiff and the CofC includes an implied covenant of good faith and fair dealing which requires that the CofC act in all respects in good faith toward the Plaintiff with regard to the purposes of the contract.

97. CofC has breached the terms and requirements of the contract and/or breached the implied covenant of good faith and fair dealing by, *inter alia*, unilaterally changing Plaintiff's faculty appointment and transferring or moving her back to the CofC's EHHP; returning Plaintiff

to under Defendant Welch's supervision; removing Plaintiff's from Dr. Stewart's report; failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment to EHHP; failing to consult with the Dean of EHHP or Chair of the Department of HHP and/or to obtain their review or approval of the transfer before the decision was made; failing to comply with the provisions of the CofC's FAM; and/or failing to pay Dr. Thompson her wages, salary, benefits, and other compensation for her 2020 summer work, including but not limited to the \$30,083.00.

98. Plaintiff has demanded and/or requested that the CofC honor the terms and provisions of the MOU, return or restore her faculty appointment to the CofC's HSS, remove her from Defendant Welch's supervision, return her to Dr. Stewart's report, pay her 2020 summer wages, salary, benefits, and other compensation, comply with the provisions of the CofC's FAM, and otherwise comply with the terms and provisions of her contract.

99. In material breach of the terms of the parties' contract and in breach of the implied covenant of good faith and fair dealing, the CofC has refused and/or failed, and still refuses and/or fails, to honor the terms and provisions of the MOU, restore Plaintiff's faculty appointment to the CofC's HSS, remove Plaintiff from Defendant Welch's supervision, return Plaintiff to Dr. Stewart's report, comply with the provisions of the CofC's FAM, and/or pay Dr. Thompson her wages, salary, benefits, and other compensation for her summer work.

100. Plaintiff has no complete and adequate remedy at law that would be as efficient to attain the ends of justice and its prompt administration as would a decree of specific performance of the contract between the parties requiring the CofC to honor the terms and provisions of the MOU, restore Plaintiff's faculty appointment to the CofC's HSS, remove Plaintiff from Defendant Welch's supervision, return Plaintiff to Dr. Stewart's report, comply with the provisions of the

CofC's FAM, and pay Dr. Thompson her wages, salary, benefits, and other compensation for her 2020 summer work.

101. Further, as a direct and proximate result of the CofC's breaches of its contract with the Plaintiff as referenced above and its breaches of the implied covenant of good faith and fair dealing, the Plaintiff has suffered actual and special damages including, among other things, the loss of her 2020 summer salary and benefits including but not limited to the amount of \$30,083.00; loss of wages, compensation, income, revenue, and/or profits; the loss of property, assets, and opportunities; injury to professional standing, reputation, and goodwill; prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), plus such other actual, consequential, special, and incidental damages as the evidence may show.

**FOR A THIRD CAUSE OF ACTION
(S.C. Payment of Wages Act Violation)
(As to Defendants CofC and Welch)**

102. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

103. At all relevant times, Dr. Thompson is and was an "employee" of the CofC and the CofC was an "employer" of Dr. Thompson as defined by and within the meaning of § 41-10-10(1) of the South Carolina Code.

104. At the relevant times, Defendant CofC employed five or more employees at all times during the preceding twelve months.

105. Following Dr. Thompson's performance of her summer work in accordance with her employment contract with the CofC in combination with the Boeing grant contract, the CofC has failed and/or refused to pay Dr. Thompson the wages, salary, benefits, and other compensation that she earned for her work during the summer of 2020 (May 16, 2020 through August 14, 2020),

including but not limited to \$30,083.00. Unpaid wages are owed to Plaintiff in the amount of \$30,083.00.

106. Plaintiff has demanded payment of all wages, salary, benefits, and other compensation due her, including but not limited to payment of the \$30,083.00.

107. Defendant CofC violated the South Carolina Payment of Wages Act by failing and/or refusing to pay Dr. Thompson the full amount of her wages, salary, benefits, and other compensation earned, including but not limited to \$30,083.00, which conduct violates §§ 41-10-30, -40, -50, and -60 of the South Carolina Code.

108. Defendant Welch knowingly participated in, condoned, and ratified the CofC's violation of §§ 41-10-30, -40, -50, and -60 of the South Carolina Code, as described herein-above, and therefore, is personally liable for said entity's violation of the Payment of Wages Act.

109. As a direct and proximate cause of Defendant CofC wrongfully withholding Dr. Thompson's wages, salary, benefits, and other compensation after such amounts had been earned and became due, Dr. Thompson has suffered actual and compensatory damages and has been required to retain attorneys to assist in recovering money owed to her.

110. As a consequence of Defendants CofC's and Welch's actions and violations of the Payment of Wages Act, Dr. Thompson is entitled to payment of the full amount of her unpaid wages, salary, benefits, and other compensation due her or wrongfully withheld from her, plus treble damages, prejudgment interest, costs, and reasonable attorney's fees.

**FOR A FOURTH CAUSE OF ACTION
(Intentional Interference with Contract)
(As to All Defendants)**

111. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

112. As discussed above, pursuant to the terms of the grant contract between Boeing, the CofC, and the Foundation to which Plaintiff is a party and/or a direct and intended third-party beneficiary, Plaintiff contractually agreed to serve and was designated as the Principal Investigator of the Boeing grant for the SFS Program and a portion of the Boeing grant funds were specifically to be used to pay and/or fund a portion of Dr. Thompson's annual salary and benefits, including but not limited to \$30,083.00 for the summer of 2020.

113. Plaintiff in fact has served as the Principal Investigator of the Boeing grant for the SFS Program pursuant to the above-referenced grant contract.

114. The Boeing grant provides that the monies generated by the SFS Program are to go back to the program to cover all program expenses, including Plaintiff's summer salary and benefits. The Boeing grant also contemplated that the SFS Program would become self-sustaining and continue for many years in the future even after Boeing's grant funds were spent.

115. Defendants CofC, Foundation, Welch, Gibbison, and Tobin were aware of and knew about Plaintiff's work as Principal Investigator for the SFS Program and her position as a party to and/or a direct and intended third-party beneficiary of the grant contract with Boeing.

116. Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin, directly and/or by the conduct and actions of their agents, servants, and/or employees, in the absence of justification, have intentionally interfered with and intentionally procured the breach of the above-referenced contract between Plaintiff and Boeing and have procured the termination of the SFS Program by, among other things, engaging in activities to disrupt and disparage Plaintiff's administration of the Boeing grant as Principal Investigator, misappropriating and diverting Boeing's grant funds and/or monies that had been generated from the sale of textbooks intended for the Farm-to-School programming without Plaintiff's knowledge or approval, delaying the hiring of a recruiter for the

SFS Program which delayed the implementation of the Program, failing to hire or provide faculty qualified to teach the courses in the SFS Program or to enter into a cooperative or consortium through which it would be able to offer the courses, failing and/or refusing to enter into a written memorandum of understanding with AgIDEA, providing bogus and pretextual reasons for refusing to enter into a memorandum of understanding with AgIDEA, acting to undermine and subvert Plaintiff's Boeing-funded work, intentionally excluding Plaintiff from meetings and communications with Boeing although she is the Principal Investigator, intentionally excluding Plaintiff from communications with staff and students regarding the SFS program even though she is the Principal Investigator, unilaterally directing the cancellation of the academic credit and continuing education courses offered through the SFS Program and the removal of its courses from the CofC's catalog system and the SPS's online registration page, unilaterally delaying or pushing back the SFS Program courses, unilaterally changing the SFS Program from a 14-week program to a 7-week program, meeting with Boeing's employees behind Plaintiff's back and providing false and misleading information to Boeing regarding Plaintiff with the clear objective of disparaging Plaintiff and impugning her work, intentionally making false misrepresentations about Plaintiff and the SFS Program to Boeing's employees, instructing and/or encouraging other faculty at the CofC not to work with Plaintiff with respect to the SFS Program, making derogatory and defamatory statements about Plaintiff to other faculty with respect to the SFS Program, refusing to house the SFS Program in a viable school or department, surreptitiously attempting to draw down funds from the Boeing grant in an amount that was not authorized under the grant terms, harassing individuals who were teaching courses in the SFS Program, surreptitiously seeking Plaintiff's removal as Principal Investigator, acting to kill the SFS Program and to divert or redirect the Boeing grant funds to other programs, interfering with and damaging Plaintiff's valuable

relationship with Boeing behind her back, causing Boeing to irrevocably pull back or withdraw its grant funding for the SFS Program, and withholding and refusing to pay Plaintiff's 2020 summer wages, salary, benefits, and other compensation although budgeted for and even though the CofC holds Boeing's grant funds to be used to pay Plaintiff's 2020 salary, wages, benefits, and other compensation.

117. Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin induced Boeing to terminate its grant for the SFS Program and/or its contractual relationship with Plaintiff. The actions of Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin have prevented Plaintiff from receiving the benefits under her contract with Boeing and from continuing the SFS Program. The loss of the Boeing grant and the termination of the SFS Program seriously impair Plaintiff's ability to earn wages, salary, benefits, and other compensation.

118. Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin intentionally committed the foregoing acts despite their knowledge of the existing contractual relationship between Boeing and Plaintiff.

119. Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin intentionally interfered with Plaintiff's existing contractual relations with Boeing and the SFS Program without justification, for an improper purpose, and by improper methods. The actions constitute retaliation against Plaintiff for her reporting of Defendant Welch's improper and illegal actions that lead to Plaintiff's transfer to the HSS effective on August 16, 2014, constitute violations of Plaintiff's contractual rights, involve false and defamatory statements against Plaintiff, and/or involve a civil conspiracy among Defendants and others to cause harm to Plaintiff.

120. As a proximate result of Defendants CofC's, Foundation's, Welch's, Gibbison's, and/or Tobin's intentional interference with Plaintiff's contract with Boeing and/or the SFS

Program, Plaintiff has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, the loss of summer wages, salary, benefits, and other compensation including, but not limited to, the amount of \$30,083.00; loss of the SFS Program and the Boeing grant funds and Plaintiff's wages, salary, benefits, and other compensation to be paid therefrom; loss of wages, compensation, income, revenue, and/or profits; the loss of property, assets, and opportunities; injury to professional standing, reputation, and goodwill; prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), plus such other actual, consequential, special, and incidental damages as the evidence may show.

121. In doing the acts alleged above, Defendants Foundation, Welch, Gibbison, and/or Tobin acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiff. As a result, Plaintiff is entitled to an award of punitive damages against said Defendants in an amount to be determined by the trier of fact.

**FOR A FIFTH CAUSE OF ACTION
(Intentional Interference with Prospective Economic Advantage)
(As to All Defendants)**

122. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

123. Defendants CofC, Foundation, Welch, Gibbison, and Tobin were aware that Plaintiff has served as the Principal Investigator of the Boeing grant for the SFS Program pursuant to a contract with Boeing; that a portion of the Boeing grant funds were to be used to pay Plaintiff's summer wages, salary, benefits, and other compensation; that the monies generated by the SFS Program are to go back to the SFS Program to cover all SFS Program expenses, including but not limited to Plaintiff's summer wages, salary, benefits, and other compensation; and that it was

reasonably probable that the SFS Program would become self-sustaining and continue for many years in the future even after Boeing's grant funds were spent, thus continuing to pay for a portion of Plaintiff's annual wages, salary, benefits, and other compensation.

124. Plaintiff had a reasonable expectation of continuing the SFS Program until the full Boeing grant had been received or exhausted, of continuing the SFS Program at the CofC even after the Boeing grant funds had been exhausted, and of entering into additional or future grant contracts with Boeing beyond the grant for the present SFS Program. Defendants CofC, Foundation, Welch, Gibbison, and Tobin were aware of this reasonable expectation. Defendants CofC, Foundation, Welch, Gibbison, and Tobin were aware that Plaintiff was planning for the SFS Program to become self-sustaining and to continue the SFS Program at the CofC for years after the Boeing grant funds were exhausted and that she was seeking or would be seeking additional or future grants from Boeing.

125. Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin, directly and/or by the conduct and actions of their agents, servants, and/or employees, in the absence of justification, have intentionally interfered with Plaintiff's prospective contractual relations and have procured the discontinuation of the SFS Program by, among other things, engaging in activities to disrupt and disparage Plaintiff's administration of the Boeing grant as Principal Investigator, misappropriating and diverting Boeing's grant funds and/or monies that had been generated from the sale of textbooks intended for the Farm-to-School programming without Plaintiff's knowledge or approval, delaying the hiring of a recruiter for the SFS Program which delayed the implementation of the program, failing to hire or provide faculty qualified to teach the courses in the SFS Program or to enter into a cooperative or consortium through which it would be able to offer the courses, failing and/or refusing to enter into a written memorandum of understanding with AgIDEA,

providing bogus and pretextual reasons for refusing to enter into a memorandum of understanding with AgIDEA, acting to undermine and subvert Plaintiff's Boeing-funded work, intentionally excluding Plaintiff from meetings and communications with Boeing although she is the Principal Investigator, intentionally excluding Plaintiff from communications with staff and students regarding the SFS program even though she is the Principal Investigator, unilaterally directing the cancellation of the academic credit and continuing education courses offered through the SFS Program and the removal of its courses from the CofC's catalog system and the SPS's online registration page, unilaterally delaying or pushing back the SFS Program, unilaterally changing the SFS Program from a 14-week program to a 7-week program, meeting with Boeing's employees behind Plaintiff's back and providing false and misleading information to Boeing regarding Plaintiff with the clear objective of disparaging Plaintiff and impugning her work, intentionally making false misrepresentations about Plaintiff and the SFS Program to Boeing's employees, instructing and/or encouraging other faculty at the CofC not to work with Plaintiff with respect to the SFS Program, making derogatory and defamatory statements about Plaintiff to other faculty with respect to the SFS Program, refusing to house the SFS Program in a viable school or department, surreptitiously attempting to draw down funds from the Boeing grant in an amount that was not authorized under the grant terms, harassing individuals who were teaching courses in the SFS Program, surreptitiously seeking Plaintiff's removal as Principal Investigator, acting to kill the SFS Program and to divert or redirect the Boeing grant funds to other programs, interfering with and damaging Plaintiff's valuable relationship with Boeing behind her back, causing Boeing to irrevocably pull back or withdraw its grant funding for the SFS Program, and withholding and refusing to pay Plaintiff's 2020 summer wages, salary, benefits, and other compensation although

budgeted for and even though the CofC holds Boeing's grant funds to be used to pay Plaintiff's 2020 summer wages, salary, benefits, and other compensation.

126. Defendants CofC, Foundation, Welch, Gibbison, and/or Tobin intentionally interfered with Plaintiff's prospective contractual relations without justification, for an improper purpose, and by improper methods. The actions constitute retaliation against Plaintiff for her reporting of Defendant Welch's improper and illegal actions that lead to Plaintiff's transfer to the HSS effective on August 16, 2014, constitute violations of Plaintiff's contractual rights, involve false and defamatory statements against Plaintiff, and/or involve a civil conspiracy among Defendants and others to cause harm to Plaintiff.

127. As a proximate result of Defendants CofC's, Foundation's, Welch's, Gibbison's, and/or Tobin's intentional interference with Plaintiff's prospective contractual relations with Boeing and/or the SFS Program, Plaintiff has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, the loss of summer wages, salary, benefits, and other compensation including but not limited to the amount of \$30,083.00; loss of future grants and salary or compensation therefrom; loss of wages, compensation, income, revenue, and/or profits; the loss of property, assets, and opportunities; injury to professional standing, reputation, and goodwill; prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), plus such other actual, consequential, special, and incidental damages as the evidence may show.

128. In doing the acts alleged above, Defendants Foundation, Welch, Gibbison, and/or Tobin acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiff. As a result, Plaintiff is entitled to an award of punitive damages against said Defendants in an amount to be determined by the trier of fact.

**FOR A SIXTH CAUSE OF ACTION
(Defamation)
(As to All Defendants)**

129. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

130. As discussed above, Defendants CofC, Foundation, Welch, Gibbison, and Tobin communicated false and professionally disparaging messages about Plaintiff to others that injured Plaintiff's reputation.

131. In January of 2019, Defendant Tobin directed Ms. Ciccarelli to intentionally and/or negligently make and publish false and misleading statements to Boeing's representatives that the Foundation had inadvertently removed or taken a portion of Boeing's grant funds as the result of a clerical error, which was false, and that Plaintiff was making a big deal out of nothing when she had demanded that the funds be returned. Ms. Ciccarelli is a subordinate employee of the CofC who was acting and working under the close direction, supervision, and control of Defendant Tobin and the Foundation. Following Defendant Tobin's directive, Ms. Ciccarelli communicated and published the false statements to Boeing. The statements were made to discredit and disparage Plaintiff and to undermine her Boeing-funded work in the eyes of Boeing.

132. During a meeting that occurred on or about December 13, 2019, Defendant Welch and Ms. Ciccarelli (with the knowledge and approval of Defendants Gibbison and Tobin) intentionally and/or negligently made and published false and misleading statements to Boeing's representatives regarding the reasons that enrollment in the SFS Program was lower than the target, thus impugning Plaintiff's work with the SFS Program. Defendant Welch and/or Ms. Ciccarelli falsely represented to Boeing's representatives that Plaintiff had not submitted the curriculum for the SFS professional development certificate program to be approved by the CofC Faculty Senate

and therefore the program was not as popular an option since it's not accredited. Defendant Welch also authorized or directed Ms. Ciccarelli (with the knowledge and approval of Defendants Gibbison and Tobin) to publish a progress report to Boeing containing additional false and misleading information.

133. Additionally, in November of 2019, Defendant Welch instructed and/or encouraged faculty at the CofC not to work with Dr. Thompson or the SFS Program and intentionally and/or negligently made and published false, misleading, and professionally disparaging statements about Dr. Thompson to these individuals that were intended to impeach the integrity and reputation of Dr. Thompson. Defendant Welch had no legitimate common interest in publishing these false statements to these faculty members and these statements were not made in good faith or in the usual course of business.

134. The statements described above were false.

135. The statements described above concerned the Plaintiff, had a defamatory meaning, and were published with actual or implied malice.

136. The statements described above are defamatory *per se* in that the defamatory meaning is apparent from the language itself.

137. The statements described above are actionable *per se* in that Defendants CofC, Foundation, Welch, Gibbison, and Tobin have made assertions of Plaintiff's unfitness or inadequacy in performing her trade or profession, thus such statements are presumed injurious to Plaintiff. The statements tend to harm the Plaintiff's reputation by lowering her in the estimation of her peers and the educational community and to deter other persons from associating, working, or dealing with Plaintiff.

138. As a proximate result of Defendants CofC's, Foundation's, Welch's, Gibbison's, and Tobin's publication of the statements regarding Plaintiff, Plaintiff's professional reputation has been injured, other faculty at the CofC have refused or declined to work with Plaintiff and/or the Program, Plaintiff has lost compensation, earnings, and other income and business opportunities because of the publication, and Plaintiff has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, the loss of summer wages, salary, benefits, and other compensation including but not limited to the amount of \$30,083.00; loss of future grants and salary or compensation therefrom; loss of wages, compensation, income, revenue, and/or profits; the loss of property, assets, and opportunities; and injury to professional standing, reputation, and goodwill, in such amount as the evidence may show.

139. In doing the acts alleged above, Defendants Foundation, Welch, Gibbison, and Tobin acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiff. As a result, Plaintiff is entitled to an award of punitive damages against said Defendants in an amount to be determined by the trier of fact.

**FOR A SEVENTH CAUSE OF ACTION
(Civil Conspiracy)
(As to All Defendants)**

140. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

141. As discussed above, Defendants CofC, Foundation, Welch, Gibbison, and Tobin combined with other entities, corporations, and/or persons, including with each other and/or with other employees or agents of the CofC and Foundation, for the purpose and intent of retaliating against, injuring, and causing special damage to Plaintiff.

142. Defendants CofC, Foundation, Welch, Gibbison, and Tobin combined or joined with other entities, corporations, and/or persons for the purpose of injuring Plaintiff by, among other things, engaging in activities to disrupt and disparage Plaintiff's administration of the Boeing grant as Principal Investigator, misappropriating and diverting Boeing's grant funds and/or monies that had been generated from the sale of textbooks intended for the Farm-to-School programming without Plaintiff's knowledge or approval, delaying the hiring of a recruiter for the SFS Program which delayed the implementation of the Program, failing to hire or provide faculty qualified to teach the courses in the SFS Program or to enter into a cooperative or consortium through which it would be able to offer the courses, failing and/or refusing to enter into a written memorandum of understanding with AgIDEA, providing bogus and pretextual reasons for refusing to enter into a memorandum of understanding with AgIDEA, acting to undermine and subvert Plaintiff's Boeing-funded work, intentionally excluding Plaintiff from meetings and communications with Boeing although she is the Principal Investigator, intentionally excluding Plaintiff from communications with staff and students regarding the SFS program even though she is the Principal Investigator, unilaterally directing the cancellation of the academic credit and continuing education courses offered through the SFS Program and the removal of its courses from the CofC's catalog system and the SPS's online registration page, unilaterally delaying or pushing back the SFS Program courses, unilaterally changing the SFS Program from a 14-week program to a 7-week program, meeting with Boeing's employees behind Plaintiff's back and providing false and misleading information to Boeing regarding Plaintiff with the clear objective of disparaging Plaintiff and impugning her work, intentionally making false misrepresentations about Plaintiff and the SFS Program to Boeing's employees, instructing and/or encouraging other faculty at the CofC not to work with Plaintiff with respect to the SFS Program, making derogatory and defamatory

statements about Plaintiff to other faculty with respect to the SFS Program, refusing to house the SFS Program in a viable school or department, surreptitiously attempting to draw down funds from the Boeing grant in an amount that was not authorized under the grant terms, harassing individuals who were teaching courses in the SFS Program, surreptitiously seeking Plaintiff's removal as Principal Investigator, acting to kill the SFS Program and to divert or redirect the Boeing grant funds to other programs, interfering with and damaging Plaintiff's valuable relationship with Boeing behind her back, causing Boeing to irrevocably pull back or withdraw its grant funding for the SFS Program, and withholding and refusing to pay Plaintiff's 2020 summer wages, salary, benefits, and other compensation although budgeted for and even though the CofC holds Boeing's grant funds to be used to this salary.

143. Defendants Welch, Gibbison, and Tobin have personal motives or personal reasons, to retaliate against and to otherwise cause harm to Plaintiff that were not in furtherance of their official duties or employment. Defendant Welch was personally motivated to retaliate against Plaintiff for her reporting of Defendant Welch's improper and illegal actions that lead to Plaintiff's transfer to the HSS effective on August 16, 2014. Defendant Gibbison was personally motivated to retaliate against Plaintiff to appease Defendant Welch so that he may secure the appointment as Dean of the Graduate School, which is a position he currently holds in an interim capacity only. Defendant Tobin was personally motivated to retaliate against Plaintiff for her reporting of his improper and illegal actions in misappropriating and diverting Boeing's grant funds and/or monies that had been generated from the sale of textbooks intended for Farm-to-School programming.

144. Defendant Welch's, Gibbison's, and Tobin's actions were committed outside the scope of their employment and/or their official duties, were committed with the intent to harm the

Plaintiff, and were wholly disconnected from the furtherance of the CofC's or Foundation's legitimate business.

145. As a direct and proximate result of the afore-mentioned conspiracy, Plaintiff has suffered, and will continue to suffer, special damages in an amount to be determined by the trier of fact, including but not limited to termination, loss, or ruination of the SFS Program; injury to Plaintiff's occupation, career, and professional advancement; loss of future grants and salary or compensation therefrom; humiliation; emotional distress; stress; inconvenience; loss of revenue and/or profits; lost business opportunities; denial of and/or diminished professional standing and reputation; injury to reputation and professional goodwill, along with other actual, consequential, and incidental damages. Therefore, Plaintiff is entitled to compensation from Defendants CofC, Foundation, Welch, Gibbison, and Tobin for her special, actual, compensatory, consequential, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and punitive damages in an amount to be determined by the trier of fact, together with the costs and expenses incurred in the prosecution of this action.

**FOR AN EIGHTH CAUSE OF ACTION
(Temporary, Preliminary, and Permanent Injunction)
(As to Defendants CofC and Welch)**

146. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

147. The conduct and acts of the CofC and Welch as summarized above entitle the Plaintiff to a temporary, preliminary, and permanent injunction as follows:

- a. restraining and enjoining Defendants CofC and Welch from unilaterally changing Plaintiff's faculty appointment;
- b. restraining and enjoining Defendants CofC and Welch from unilaterally

transferring or moving Plaintiff back to the CofC's EHHP;

- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch's supervision;
- d. restraining and enjoining Defendants CofC and Welch from unilaterally removing Plaintiff's faculty appointment from Dr. Stewart's report;
- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment;
- f. restraining and enjoining Defendants CofC and Welch from failing to consult with the Dean of affected school or its Department Chair and/or to obtain their review or approval of the transfer of Plaintiff's faculty appointment before it is made;
- g. restraining and enjoining Defendants CofC and Welch from breaching or disregarding the terms and provisions of the MOU dated July 17, 2014;
- h. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to HSS;
- i. requiring Defendants CofC and Welch to immediately remove Plaintiff from under Defendant Welch's supervision;
- j. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to Dr. Stewart's report.

148. Plaintiff has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by Defendants CofC and Welch.

149. Plaintiff will suffer irreparable harm, damage, and injury unless the acts and conduct of Defendants CofC and Welch summarized above are enjoined and restrained. Unless an injunction is granted, Plaintiff will again be subjected to the supervision of Defendant Welch and will be accountable to her, will be subject to Defendant Welch's decisions relating to performance reviews, compensation, grants, and tenure-track, will be subjected to Defendant Welch's retaliation and unlawful and improper conduct, and will suffer irreparable loss and

damage, including loss of income, revenue, and/or profits; the loss of property, assets, and opportunities; and injury to professional standing, reputation, and goodwill.

**FOR A NINTH CAUSE OF ACTION
(Conversion)
(As to Defendants Foundation and Tobin)**

150. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

151. By virtue of the conduct summarized above, Defendants Foundation and Tobin have taken and came to exercise unauthorized possession, dominion, and control over the property, assets, and/or funds belonging to Plaintiff or subject to disbursement or other disposition by Plaintiff only and have converted to their own use said property, assets, and/or funds.

152. Defendants Foundation's and Tobin's possession, dominion, and control over said property, assets, and/or funds has been to the exclusion of, and in defiance of, the rights of the Plaintiff; has interfered with the rights of the Plaintiff in and to such property, assets, and/or funds; and was without the Plaintiff's permission. Despite demand for return of the property, assets, and/or funds, Defendants wrongfully failed to return the funds to the Plaintiff.

153. As a direct and proximate result of Defendants Foundation's and Tobin's knowing and willful conversion to their own use of the property, assets, and/or funds belonging to the Plaintiff, or subject to disbursement or other disposition by Plaintiff only, Plaintiff has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, the loss of income, revenue, and/or profits; the loss of property, assets, and funds; prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), plus such other actual, consequential, special, and incidental damages as the evidence may show.

154. In doing the acts alleged above, Defendants Foundation and Tobin acted willfully, maliciously, recklessly, carelessly, and/or wantonly for the purpose of causing injury to the Plaintiff. As a result, the Plaintiff is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

**FOR A TENTH CAUSE OF ACTION
(Attorney's Fees and Costs Pursuant to S.C. CODE ANN. § 15-77-300)
(As to Defendant CofC)**

155. Plaintiff repeats and re-alleges each and every preceding paragraph as if each were fully repeated verbatim herein.

156. By virtue of this action, Plaintiff has become involved in a civil action contesting a state action within the meaning of S.C. CODE ANN. § 15-77-300.

157. The CofC has acted without substantial justification in pressing its claim against the Plaintiff and in defending against Plaintiff's claim.

158. There are no special circumstances that would make an award of attorney's fees to Plaintiff unjust.

159. Plaintiff is entitled to an award of reasonable attorney's fees and costs against Defendant CofC pursuant to S.C. CODE ANN. § 15-77-300 and prejudgment interest on said amount at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

WHEREFORE, Plaintiff pray for judgment against the Defendants, jointly and severally, or in the alternative, as follows:

(a) For an order declaring that the MOU dated July 17, 2014 is a valid and enforceable contract between Plaintiff and the CofC; that Plaintiff's correct faculty appointment since August 16, 2014 and continuing to the present is in the CofC's HSS; and that Plaintiff's faculty appointment requires her to report directly to Dr. Stewart, who serves as her Department Chair,

and her tenure-track faculty line, office, and any grant-related offices are to be administratively housed or located in the Riley Center.

(b) For an order requiring Defendant CofC to specifically perform its obligations under the MOU and contract with Plaintiff;

(c) For an order awarding actual, special, consequential, and/or incidental damages in an amount to be determined by the trier of fact;

(d) For an order awarding treble damages against Defendants CofC and Welch in an amount to be determined by the trier of fact;

(e) For an order awarding punitive or exemplary damages against Defendants Foundation, Welch, Gibbison, and Tobin as permitted by law;

(f) For an order granting a temporary, preliminary, and permanent injunction:

1. restraining and enjoining Defendants CofC and Welch from unilaterally changing Plaintiff's faculty appointment;
2. restraining and enjoining Defendants CofC and Welch from unilaterally transferring or moving Plaintiff back to the CofC's EHHP;
3. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch's supervision;
4. restraining and enjoining Defendants CofC and Welch from unilaterally removing Plaintiff's faculty appointment from Dr. Stewart's report;
5. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment;
6. restraining and enjoining Defendants CofC and Welch from failing to consult with the Dean of affected school or its Department Chair and/or to obtain their review or approval of the transfer of Plaintiff's faculty appointment before it is made;
7. restraining and enjoining Defendants CofC and Welch from breaching or disregarding the terms and provisions of the MOU dated July 17, 2014;

8. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to HSS;

9. requiring Defendants CofC and Welch to immediately remove Plaintiff from under Defendant Welch's supervision;

10. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to Dr. Stewart's report.

(g) For an order awarding reasonable attorneys' fees to Plaintiff;

(h) For an order awarding costs, disbursements, and expenses of this action to Plaintiff;

(i) For an order awarding Plaintiff pre-judgment and post-judgment interest as allowed by law; and

(j) For an order awarding such other and further legal and equitable relief as to the Court seems just and proper.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
 Daniel F. Blanchard, III
dblanchard@rosenhagood.com
 151 Meeting Street, Suite 400
 P. O. Box 893 (29402)
 Charleston, SC 29401
 (843) 577-6726 telephone
 (843) 724-8036 facsimile
 ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
 June 22, 2020.

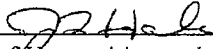
DEMAND FOR TRIAL BY JURY

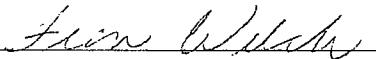
Pursuant to Rule 38(b) of the South Carolina Rules of Civil Procedure, Plaintiff hereby demands a trial by jury in this action for all issues so triable.

EXHIBIT A

MEMORANDUM

FROM: George W. Hynd 
Provost and Executive Vice President for Academic Affairs

Jerry Hale 
Dean, School of Humanities and Social Sciences

Fran Welch 
Dean, School Education, Health, and Human Performance

TO: Glenn F. McConnell, President

DATE: July 17, 2014

RE: Memorandum of Understanding for Dr. Olivia M. Thompson's Faculty Appointment

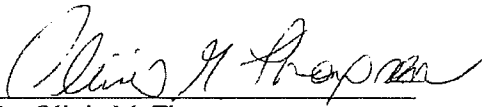
We, the aforementioned Provost and Executive Vice President for Academic Affairs, and deans of the School of Humanities and Social Sciences (HSS) and the School of Education, Health, and Human Performance (EHHP), agree to and recommend the following stipulations regarding the change in the faculty appointment of Dr. Olivia M. Thompson. The stipulations of this Memorandum of Understanding have been reviewed and agreed upon by Dr. Thompson as indicated by her signature under the agreement considerations noted below.

- It is agreed that Dr. Thompson's tenure-track faculty line, office and any grant-related offices are to be moved from EHHP to the Joseph P. Riley Jr. Center for Livable Communities (Riley Center), (a non-academic unit);
- Dr. Thompson's Boeing grant and any other sources of external funding follow her to the Riley Center where they are to be administratively located;
- The effective date of this agreement is August 16, 2014;
- All of Dr. Thompson's professional activities to date would be relevant to her continuing forward toward tenure and promotion (i.e. Dr. Thompson's tenure clock will not be changed);
- Dr. Thompson will report directly to Dr. Kendra Stewart who will serve in the functional role as her department chair;
- Dr. Stewart will be responsible for determining Dr. Thompson's budgeted time for teaching, research and service and conducting Dr. Thompson's annual evaluations;
- Dr. Thompson's basic teaching responsibilities will be three courses a semester unless grant or contract buy-outs reduce the teaching load for appropriate grant or contract duties;
- Dr. Thompson's current teaching assignments in EHHP in the Public Health Program will continue but can be modified as appropriate with the concurrence of Dr. Stewart, Dr. Hale and others who may be impacted by any modification;

- Dr. Stewart will be responsible for coordinating Dr. Thompson's panel review as she comes up for tenure and promotion;
- Construction of the panel will follow the Faculty/Administration Manual (FAM), to the extent the FAM speaks to the constitution of such panels, and beyond that will follow practices that have been developed and used for tenure-track faculty members in non-departmental programs, including review and final approval of the panel by the Provost and strict limitations on Dr. Thompson's participation in constitution of the proposed panel; and finally,
- All policies and procedures relative to tenure and promotion (as outlined in the FAM and appropriate official communications) will need to be followed.

APPROVAL:

I have read and agree to all of the stipulations noted above in regard to my faculty line being transferred from the School of Education, Health, and Human Performance to the School of Humanities and Social Sciences.


Dr. Olivia M. Thompson

7-23-2014
Date


Glenn F. McConnell, President

7-21-14
Date

CC: Dr. Kendra Stewart, Director, Joseph P. Riley Jr. Center for Livable Communities

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
 IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO. 2020-CP-10-

Olivia M. Thompson, Ph.D., M.P.H.,)

Plaintiff,)

-vs-)

College of Charleston; College of)
 Charleston Foundation, Inc.; Frances C.)
 Welch, Ph.D., M.A.; Godfrey A. Gibbison,)
 Ph.D., M.S.; and Christopher R. Tobin,)

Defendants.)

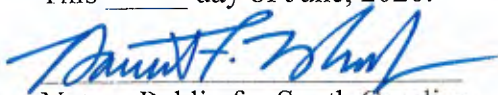
VERIFICATION

Personally appeared before me, Olivia M. Thompson, Ph.D, M.P.H., who being duly sworn does state as follows: I have read the forgoing Complaint and can verify under oath that the facts stated therein are true, except for those stated upon information and belief, and as to those allegations, the Affiant believes them to be true.


 Olivia M. Thompson, Ph.D, M.P.H.

SWORN to before me

This 22th day of June, 2020.



Notary Public for South Carolina

My Commission Expires: January 22, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	
	)	
Plaintiff,	)	MOTION FOR PRELIMINARY
	)	INJUNCTION
-vs-	)	
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE-NAMED:

PLEASE TAKE NOTICE THAT the Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (hereinafter "Plaintiff"), through her undersigned attorneys, hereby moves the Court for a preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining the Defendants College of Charleston (hereinafter "CofC") and Frances C. Welch, Ph.D., M.A. (hereinafter "Welch"), and their officers, agents, employees, attorneys, and all those in active concert or participation with said Defendants, as follows:

- a. restraining and enjoining Defendants CofC and Welch from unilaterally changing Plaintiff's faculty appointment;
- b. restraining and enjoining Defendants CofC and Welch from unilaterally transferring or moving Plaintiff back to the CofC's EHHP;
- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch's supervision;
- d. restraining and enjoining Defendants CofC and Welch from unilaterally removing Plaintiff's faculty appointment from Dr. Stewart's report;

- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment;
- f. restraining and enjoining Defendants CofC and Welch from failing to consult with the Dean of affected school or its Department Chair and/or to obtain their review or approval of the transfer of Plaintiff's faculty appointment before it is made;
- g. restraining and enjoining Defendants CofC and Welch from breaching or disregarding the terms and provisions of the MOU dated July 17, 2014;
- h. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to HSS;
- i. requiring Defendants CofC and Welch to immediately remove Plaintiff from under Defendant Welch's supervision;
- j. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to Dr. Stewart's report.

Plaintiff's Boeing-funded work, interference by Defendant Welch, and Plaintiff's MOU with CofC:

As set forth in more detailed in Plaintiff's Verified Complaint filed on June 23, 2020, Plaintiff currently is a tenured Associate Professor at the CofC. Over her career at the CofC, Plaintiff cultivated a relationship with The Boeing Company ("Boeing"), which has a major manufacturing, assembly, and delivery plant in North Charleston, South Carolina. Plaintiff applied for and secured more than \$2 million in grant funds from Boeing that had provided direct financial or economic benefits to both the CofC and the College of Charleston Foundation, Inc. (hereinafter "Foundation") as well as to Plaintiff personally.

Prior to August 16, 2014, Plaintiff's faculty appointment was in the CofC's School of Education, Health, and Human Performance (hereinafter "EHHP"), which placed her under the direction and supervision of Defendant Welch, as the Dean of the EHHP. On or about July 22, 2013, Plaintiff learned that Defendant Welch was engaging in unlawful and improper actions to

interfere with, undermine, and subvert Plaintiff's Boeing-funded work. At that time, Defendant Welch was Plaintiff's Dean.

Defendant Welch attempted to terminate Plaintiff during the course of her third-year review conducted during the CofC's 2013-2014 academic year and to reassign Plaintiff's Boeing grants to other faculty in the Department of Teacher Education. Defendant Welch communicated her plan to the CofC's then-Director of Economic Development. Additionally, during the course of Plaintiff's tenure and promotion proceedings occurring during the CofC's academic year for 2016-2017, Defendant Welch, even though no longer Plaintiff's Dean and otherwise having no authority or permission to be involved in such proceedings, egregiously and contrary to the provisions of the CofC's 2016-2017 Faculty Administration Manual (hereinafter "FAM"), surreptitiously met with Glenn F. McConnell, J.D. (hereinafter "President McConnell"), then-President of the CofC, in President McConnell's office at the CofC in what proved to be an unsuccessful last-minute attempt to persuade President McConnell not to award tenure and promotion to Plaintiff. Despite Defendant Welch's efforts, Plaintiff was awarded tenure and promoted to Associate Professor in the Joseph P. Riley Center for Livable Communities (hereinafter "Riley Center") effective on August 16, 2017. However, this did not stop Defendant Welch's improper conduct.

During Plaintiff's third-year review proceedings, at a meeting with Boeing's employees, Defendant Welch openly broached removing Plaintiff as Principal Investigator of her Boeing grants and reassigning the grants to other faculty. Defendant Welch also attempted to redirect future Boeing grant funds to finance a daycare center on Boeing's facility so that student teachers could practice student teaching at this daycare center. Defendant Welch purposefully engaged in

these activities behind Plaintiff's back and without consulting with or including her in the communications.

Once Plaintiff learned of Defendant Welch's unlawful and improper actions, she reported them directly to her supervisor, Dr. George W. Hynd (hereinafter "Dr. Hynd"), the CofC's then-Provost and Executive Vice President for Academic Affairs. As a direct result of Plaintiff's reports and the CofC's own investigation and validation of Plaintiff's complaints or grievances involving Defendant Welch, on or about July 17, 2014, Plaintiff and the CofC executed and entered into a written contract and/or binding agreement to resolve and rectify these issues, which contract or agreement was labeled or entitled a "Memorandum of Understanding" (hereinafter "MOU"). A true and correct copy of the MOU is attached as "Exhibit A" to the Verified Complaint.

The MOU was expressly agreed to, executed, and signed by Plaintiff, Defendant Welch, Dr. Hynd, Dr. Jerry Hale (hereinafter "Dr. Hale" or "Dean Hale"), the then-Dean of the CofC's School of Humanities and Social Sciences (hereinafter "HSS"), and President McConnell. Under the express terms of the MOU, Plaintiff was to be transferred or moved from the CofC's EHHP and was placed into the CofC's HSS effective on August 16, 2014. At that time, Dr. Hale was the Dean of HSS.

The purpose of the agreed upon MOU was to relieve Plaintiff of any further accountability to Defendant Welch, to remove Defendant Welch from having any supervisory role over Plaintiff or her tenure-track, and to preclude Defendant Welch from retaliating against Plaintiff and further adversely interfering with and affecting Plaintiff's Boeing-funded work. Dr. Hynd specifically removed Plaintiff from Defendant Welch's report so that she could effectively administer her grants without interference from and retaliation by Defendant Welch and so she could secure

additional grant funding (most notably from Boeing) for the benefit of both the CofC and the Foundation as well as Plaintiff.

The CofC's administration (including then-President McConnell, then-Provost Hynd, and then-Dean Hale) was fully aware of Defendant Welch's illegal and improper actions as well as the impetus, motivations, and reasons for Plaintiff's transfer and placement into HSS. The terms of the MOU specifically mandate that Plaintiff will report directly to Dr. Kendra Stewart (hereinafter "Dr. Stewart"), who would serve as Plaintiff's Department Chair, and Plaintiff's tenure-track faculty line, office, and any grant-related offices are to be moved from EHHP to the Riley Center, where they would be administratively housed or located.

Pursuant to the MOU, the CofC did transfer Plaintiff from the CofC's EHHP and placed her in the HSS effective on August 16, 2014. Additionally, pursuant to the MOU, Plaintiff did report directly to Dr. Stewart, who served as her Department Chair, and Plaintiff's tenure-track faculty line, office, and any grant-related offices were moved from EHHP to the Riley Center, where they became administratively housed or located.

Plaintiff's successful procurement of Boeing grant for Sustainable Food Systems Program at the CofC:

On or about May 14, 2018, Plaintiff created and Denise Ciccarelli (the CofC's Executive Director of Corporate and Foundation Relations, hereinafter "Ms. Ciccarelli") submitted a written application to Boeing seeking a grant of \$250,000.00 from Boeing to the Foundation, with the grant funds to be used to fund a project to be conducted by the CofC entitled "Veterans Fellowship Program in Sustainable Food Systems" (hereinafter the "SFS Program" or "Program"). At all relevant times, Plaintiff has served as the Principal Investigator of the SFS Program.

On or about August 28, 2018, Boeing accepted the application for grant funding for the SFS Program. As a result, Boeing contractually agreed to make a grant of \$250,000.00 to the

Foundation to be used for the purposes set forth in the grant application, the Foundation agreed to receive, hold, and disburse the grant funds for the SFS Program, the CofC agreed to create and implement the project or Program, and Plaintiff agreed to serve as Principal Investigator for the Program.

The Boeing grant has specifically budgeted expenses in accordance with Boeing's requirements. A portion of the Boeing grant funds were specifically to be used to pay and/or fund a portion of Plaintiff's salary and benefits. The grant terms for the SFS Program provide that the funds will be used to support 25% of Plaintiff's, as well as Co-Director Mat Garrison, M.Ed., Ph.D.'s (hereinafter "Dr. Garrison") annual salary and benefits during the SFS Program's first two pilot years.

Pursuant to the grant contract, the Foundation administratively holds the grant funds for the SFS Program in a restricted or designated account(s) and the CofC directs the disbursement of the funds in accordance with the terms and restrictions of the Boeing grant, including but not limited to the payment of a portion of Plaintiff's annual salary. The grant for the SFS Program provided direct financial or economic benefits to both the CofC and the Foundation. The grant also financially benefited Plaintiff personally as a party to and/or a direct and intended third-party beneficiary of the grant contract.

Pursuant to commitments made to Boeing in securing the grant funds for the SFS Program, the CofC agreed to develop and implement both a professional development (continuing education) certificate program and an academic credit certificate program in Sustainable Food Systems to be administratively housed within the CofC's School of Professional Studies (hereinafter "SPS"), even though Plaintiff's academic home would remain in the CofC's HSS.

The Foundation agreed to administratively receive, hold, and disburse the grant funds received from Boeing for the SFS Program.

The Boeing grant provides that the monies (tuition, fees, etc.) generated by the operations of the SFS Program are to go back to the Program to cover all Program expenses, which included part of Plaintiff's and Dr. Garrison's salary and benefits. The Boeing grant also specifically contemplates that the SFS Program would become self-sustaining and continue for many years in the future even after Boeing's grant funds were spent or used. The grant expressly states: "After Year 2, The College of Charleston will 'tuition share' thereby paying 100% of Dr. Garrison's FTE and awarding Plaintiff a summer stipend to allow her to continue to direct and evaluate the certificate program."

Plaintiff is and was a party to and/or direct and intended third-party beneficiary of the contract between Boeing, the CofC, and the Foundation involving the grant for the SFS Program. The goal, plan, and reasonable expectation of Plaintiff, Boeing, the Foundation, and the CofC, among others, was that the SFS Program would continue for many years after the first two pilot years of the Program had ended and would continue to pay for and/or fund 25% of Plaintiff's total annual salary and benefits (as adjusted annually) in those future years. If not for the Defendants' actions as described or set forth herein, it was reasonably probable that the SFS Program would have continued for many years after 2020 and would have continued to pay for and/or fund 25% of Plaintiff's annual salary and benefits during those future years.

CofC's unilateral breach and disregard of MOU:

From July 17, 2014 until August 29, 2019, Plaintiff was not notified of any concerns or alleged deficiencies with her performance as either Assistant or Associate Professor or her work with the Boeing-funded grant or the SFS Program. As recent as August 9, 2019, Dr. Stewart (who

was teaching abroad during the fall 2019 semester) discussed plans for increased integration of Plaintiff's work within the Riley Center.

On or about July 1, 2019, Defendant Welch became the CofC's Interim Provost and Executive Vice President for Academic Affairs, thus replacing Dr. Brian McGee. Shortly thereafter, on or about August 29, 2019, despite Plaintiff's MOU or contract with the CofC and without prior consultation with Plaintiff or her consent, Defendant Welch unilaterally purported to move or transfer Plaintiff from HSS back to EHHP and into EHHP's Department of Health and Human Performance (hereinafter "Department of HHP") by virtue of an e-mail notification that Defendant Welch's assistant sent to Plaintiff on that date, which action would remove Plaintiff from Dr. Stewart's report and would ultimately return Plaintiff to under Defendant Welch's supervision, who the CofC has announced will be resuming the position of EHHP effective July 1, 2020. Plaintiff did not agree or consent to this unilateral action or to her placement at EHHP and was not even consulted before this decision was made, which set the stage for Defendant Welch to again have the opportunity to retaliate against Plaintiff and to adversely interfere with and affect not only Plaintiff's Boeing-funded work and the SFS Program, but also her instructional work, promotion, and tenure-track at the CofC.

Not only did Defendant Welch fail to consult with Plaintiff or obtain her agreement with this purported transfer, but she did not consult with the Dean of EHHP (Dr. Courtney Howard) or the Chair of the Department of HHP (Dr. Wes Dudgeon) prior to the decision and they did not review or approve the transfer prior to Defendant Welch's letter to Plaintiff. This is highly irregular given that the CofC's own policies and procedures, including the CofC's FAM, mandate that transfers or appointments of roster faculty members (such as Plaintiff) outside academic departments shall exist only when recognized as such in a letter of appointment signed by the

CofC's President, which is only to occur after the letter has been reviewed by all Deans and Department Chairs with an interest in the appointment. The MOU between Plaintiff and the CofC expressly states that all policies and procedures relative to Plaintiff's tenure and promotion (including the CofC's FAM) must be followed. The CofC did not follow its usual and customary policies and procedures when Dr. Welch purported to unilaterally transfer Plaintiff's faculty appointment on August 29, 2019.

Plaintiff has repeatedly demanded that the CofC honor and abide by its contractual commitments to her under the MOU and that it confirm her continued assignment to the HSS (notwithstanding Dr. Welch's unilateral actions) and/or to transfer or reassign her back to the HSS pursuant to the agreement reflected in the MOU. The CofC has refused to do so, in breach of its contractual obligations to Plaintiff. The CofC has refused to rectify its breach of the terms of the MOU between it and Plaintiff dated July 17, 2014. The CofC has further notified Plaintiff that it does not view the MOU as a binding agreement or contract, thus repudiating the MOU.

Misappropriation of grant funds and interference with Boeing grants and SFS Program:

In December of 2018, without Plaintiff's or Boeing's knowledge or approval and in contravention of the terms of the grant contract with Boeing, Defendants Christopher R. Tobin (hereinafter "Tobin") and the Foundation misappropriated and diverted a portion of Boeing's grant funds intended for the SFS Program as well as monies that had been generated from the sale of textbooks developed by Plaintiff with the use of previously awarded Boeing grant funds, which funds were to be used to support the Farm-to-School programming.

Via letter to Defendant Tobin dated January 25, 2019, attorney Allan R. Holmes, Esquire detailed the misappropriation and diversion of Boeing's grant funds that belonged to the SFS Program and the monies generated from the sale of the textbooks. These actions (which did not

involve Plaintiff and were done without her consent) were a blatant breach of the Foundation's contractual commitments to Boeing, were most disturbing to Boeing, and worked to undermine and subvert Plaintiff's Boeing-funded work.

Upon learning of the misappropriation, Plaintiff personally made demands to Defendant Tobin, the Foundation, and the CofC that the portion of Boeing's grant funds as well as the proceeds from textbook sales that had been misappropriated and diverted be returned or refunded. Instead of agreeing that the funds should not have been taken, Defendant Tobin was irate and furious with Plaintiff and attempted to defend the unlawful taking of the funds as the payment of "fees" properly charged by the Foundation.

Upon information and belief, Boeing's representative then contacted Defendants Foundation and Ms. Ciccarelli directly and also demanded that the misappropriated amounts be returned or refunded. Ms. Ciccarelli is a subordinate employee of the CofC who was acting and working under the close direction, supervision, and control of Defendant Tobin and the Foundation. Defendant Tobin directed Ms. Ciccarelli to falsely advise Boeing that the Foundation had inadvertently removed or taken a portion of Boeing's grant funds as the result of a clerical error, which was false. Defendant Tobin had taken the funds on purpose, not inadvertently due to a clerical error. Ms. Ciccarelli did as directed and falsely reported to Boeing that the grant funds had been taken as the result of a clerical error and that Plaintiff was supposedly making a big deal out of nothing. As a result of Plaintiff's and Boeing's demands, the Foundation eventually did return the portion of Boeing's grant funds that had been misappropriated, but it never returned or refunded the proceeds from the textbook sales that had been misappropriated or diverted, thus converting those funds. Thereafter, Plaintiff discontinued having the proceeds from the textbook

sales deposited into the Foundation's account to eliminate any further misappropriation or diversion of the proceeds.

After Defendant Welch purported to unilaterally change Plaintiff's faculty appointment on August 29, 2019, Defendant Welch (with participation and cooperation by Defendants Gibbison and Tobin) began engaging in actions to retaliate against Plaintiff and to undermine and subvert her Boeing-funded work and the SFS Program. Among other actions, Defendants Welch, Gibbison, and Tobin engaged in activities to disrupt and disparage Plaintiff's administration of her current Boeing grant and to interfere with the SFS Program, all with the objective of having Plaintiff removed as the Principal Investigator thereof. These illegal actions by Defendants Welch, Gibbison, and Tobin damaged and directly interfered with Plaintiff's valuable relationship with Boeing.

Without Plaintiff's knowledge or input, Defendant Welch, in collaboration with Defendant Gibbison and others, directed the removal of SFS Program's face-to-face (in-person) academic-credit and continuing education courses from the CofC's course system and the SPS's online registration page. These actions effectively canceled both the academic and continuing education courses of the SFS Program for the spring 2020 semester. The course cancellations occurred on September 17, 2019 and November 11, 2019. These efforts detrimentally impacted enrollment in the SFS Program and directly interfered with its administration.

Without Plaintiff's knowledge or involvement, Defendant Welch and Ms. Ciccarelli (who was acting at the direction of Andrew T. Hsu, Ph.D. (hereinafter "Dr. Hsu"), the CofC's current-President) conducted a secret meeting with Boeing's representatives on December 13, 2019, to discuss the SFS Program. Neither Defendant Welch nor Dr. Hsu invited Plaintiff to take part in the meeting with the Boeing representatives even though she is the Principal Investigator of the

SFS Program. Plaintiff only learned of the meeting from Boeing. At the December 13, 2019 meeting, Defendant Welch and Ms. Ciccarelli (with the knowledge and approval of Defendants Gibbison and Tobin) intentionally provided false and misleading information to Boeing regarding the reasons that enrollment in the professional development track of the SFS Program was lower than the target. Defendants Welch, Gibbison, and Tobin also authorized or directed Ms. Ciccarelli to submit a progress report to Boeing containing additional false and misleading information, which Plaintiff did not authorize. Defendant Welch and Ms. Ciccarelli conducted this meeting behind Plaintiff's back and, upon information and belief, at the direction and with the approval of Defendants CofC and the Foundation, with the clear objective of disparaging Plaintiff and impugning her work in the eyes of Boeing. The meeting took place following Defendant Welch's prior repeated attempts to undermine Plaintiff's Boeing-funded work and the SFS Program and Ms. Ciccarelli's prior false and professionally disparaging criticism of Plaintiff to Boeing when she brought to light the Foundation's misappropriation and diversion of Boeing's grant funds as well as the proceeds from textbook sales that were to be used for Farm-to-School programming.

On December 18, 2019, at Defendant Welch's direction or with her involvement and without Plaintiff's knowledge or approval, Defendant Gibbison sent an e-mail to CofC staff (while intentionally excluding Plaintiff) informing them that Defendant Welch had unilaterally decided to delay or push back the spring semester SFS Program courses to spring semester Express II. Plaintiff was not consulted or notified regarding this decision and did not consent to the delay. Defendant Gibbison was neither a grant-funded investigator (i.e., he was not key personnel) for the Boeing grant, nor was he Plaintiff's Dean, and he had no authority to issue any directives with respect to the SFS Program or the Boeing grant.

At Defendant Welch's direction or with her involvement, in late December of 2019, Defendant Gibbison also directed his staff to notify CofC students that the SFS Program would change to a 7-week program, instead of a 14-week program. The 14-week program was supposed to commence only weeks later on January 8, 2020, but the CofC notified students on December 19, 2019 that the classes would not begin until the second half of the semester, which caused considerable confusion among students who were planning to enroll or were interested in enrolling in the courses. Plaintiff was not included in this change and did not approve it. Defendants Welch and Gibbison made this decision without Plaintiff's knowledge or input and intentionally omitted her from the e-mail communicating the decision to the CofC's students, even though it clearly impacts the SFS Program of which she is the Principal Investigator.

By cancelling the SFS programming for the first seven weeks of the spring 2020 semester and allowing it to run only during the second seven weeks, it was not possible for the CofC to teach farming and food processing courses in such a shortened period of time because of the nature of those courses. These actions directly interfered with the administration of the SFS Program. This change also breached the contractual commitments made by the CofC to Boeing under the grant as well as contractual commitments made between the CofC and two area non-profit organizations that were serving as SFS Program partners. Plaintiff subsequently learned from Boeing that Defendant Welch and Ms. Ciccarelli did not even discuss with Boeing's representatives during their December 13, 2019 meeting that Defendants Welch and Gibbison were planning to unilaterally issue the directive that the program be changed from a 14-week program to a 7-week program. Defendants Welch's and Gibbison's unilateral decision was not approved by Boeing and the course instructors had not agreed to teach during a condensed timeframe.

During the December 13, 2019 meeting, Defendant Welch and Ms. Ciccarelli (with the knowledge and approval of Defendants Gibbison and Tobin) represented to Boeing that the curriculum for the professional development certificate that is part of the SFS Program was never presented to be approved by the CofC's Faculty Senate and therefore was not as popular an option since it was not accredited. This was an intentionally false statement of fact. In fact, Plaintiff established the curriculum for the professional development certificate during the spring 2019 semester and implemented it for the fall 2019 semester.

As part of its commitments made to Boeing involving the SFS Program, the CofC also agreed to develop and implement an academic credit certificate program to be administratively housed within the CofC's SPS. The implementation of this program as well as the professional development certificate program were initially delayed by one academic semester because of the CofC's delay in hiring a recruiter for the program. However, based on communications between Boeing and Plaintiff, Boeing agreed to allow the CofC to offer the academic credit certificate program beginning fall 2020 semester and the professional development certificate program beginning fall 2019 semester.

To develop and implement such an academic credit certificate program, the CofC was required to have faculty qualified to teach the courses in the SFS Program or it must join a cooperative or consortium through which it would be able to offer the courses as qualified adjunct professors could not be recruited and CofC faculty senators had previously expressed to Defendant Gibbison that they would not approve academic credit certificate programs taught solely by adjunct instructors. The CofC's 2018-2019 Academic Planning Committee completed a review of SPS certificate programs proposed for the 2019-2020 academic year and did not approve the proposals for a graduate and several undergraduate certificates presented by Defendant Gibbison because of

the SPS's 100% staffing by part-time faculty of concentrations offered by the SPS, indicating that the staffing problem was exacerbated by the fact that the school had no full-time faculty of its own.

The CofC did not have the ability to teach the courses in the SFS Program through its own faculty. As a result, Plaintiff secured the CofC's membership in AgIDEA, which is a consortium of universities who house faculty offering agriculture/food systems courses. By joining this consortium, the CofC would be able to offer academic credit courses in agriculture/food systems without having to invest in hiring its own faculty to teach the courses. For the CofC to join AgIDEA, it was first necessary for Defendant Welch to authorize the CofC to enter a written memorandum of understanding with AgIDEA. Plaintiff provided the memorandum of understanding to the CofC and it was issued to Defendant Welch by Defendant Gibbison on September 8, 2019 for her review, approval, and signature.

The deadline for the CofC to execute the memorandum of understanding to join the consortium was February 7, 2020. Defendant Welch (with Defendant Gibbison's approval) repeatedly failed and/or refused to execute the agreement, thus preventing the CofC from offering academic credit courses in agriculture/food systems and preventing Plaintiff from submitting a program proposal to the CofC Faculty Senate for approval. Despite multiple attempts by Plaintiff to have Defendant Welch execute the memorandum of understanding so the program could go forward, Defendant Welch ignored or declined these requests, thus the agreement was never executed. Defendant Welch refused to execute the agreement with AgIDEA in retaliation against Plaintiff. As purported justification for Defendant Welch's failure or refusal to execute the memorandum of understanding with AgIDEA, Dr. Deanna M. Caveny, Associate Provost for Faculty Affairs under Defendant Welch, and Defendant Gibbison gave Plaintiff a bogus excuse that CofC policies prevented the CofC from entering into the agreement with AgIDEA. CofC's

policies did not actually prevent Defendant Welch or the CofC from executing the memorandum of understanding with AgIDEA. This excuse was merely a pretext for Defendant Welch's refusal to enter the agreement with AgIDEA and for her retaliation against Plaintiff.

In an effort to ameliorate or mitigate the damage caused by Defendants Welch, Gibbison, and Tobin, Plaintiff voluntarily undertook efforts to find another school or department within the CofC (other than EHHP or SPS) to serve as the SFS Program's academic or administrative home. However, she encountered further retaliation and intentional interference by Defendant Welch. Defendant Welch instructed and/or encouraged other faculty at the CofC not to work with Plaintiff. Defendant Welch made derogatory and defamatory statements about Plaintiff to these individuals intended to impeach the integrity and reputation of Plaintiff, thus thwarting Plaintiff's efforts to locate another school or department to serve as the SFS Program's academic home and thereby preventing the SFS Program from being housed in a viable school or department. Defendant Welch's retaliation and unprofessional and unlawful behavior towards Plaintiff has poisoned the work environment at the CofC and has caused significant reputational harm and financial damage to Plaintiff, including harm to her relationship with Boeing.

On or about February 28, 2020, the CofC (through Defendants Welch and Gibbison) suddenly began harassing two individuals who were teaching courses in the SFS Program by requiring them to be re-characterized as temporary employees rather than independent contractors, even though the individuals in question do not meet the criteria for classification as temporary employees. The effect of the change was to create negative tax implications for the individuals and to subject them to Defendant Gibbison's direction and control. One of the individuals in question had previously notified the CofC that she would not work under Defendant Gibbison or his staff because of past incidents of dissatisfaction with them. Although the two individuals and

Plaintiff opposed the reclassification, the CofC withheld and refused to issue paychecks to the two individuals for work already performed unless they agreed to sign paperwork acknowledging their re-classification to temporary employees.

On repeated and numerous occasions, Plaintiff made it clear that she opposed and did not condone the unlawful and improper actions by Defendants Welch, Gibbison, and Tobin in interfering with and undermining her relationship with Boeing, the SFS Program, or her ability to provide courses for the SFS Program. Plaintiff specifically warned the CofC and Foundation that these actions by Defendants Welch, Gibbison, and Tobin were jeopardizing the Boeing funding for the SFS Program as well as Boeing's continued relationship with Plaintiff, the CofC, and the Foundation. Plaintiff warned the CofC and the Foundation that these actions by Defendants Welch, Gibbison, and Tobin would cause Boeing to withdraw or cancel its grant funding if not stopped. On numerous occasions, Plaintiff demanded a personal meeting with Dr. Hsu to discuss these issues and concerns directly with him, but these requests for a meeting were ignored or denied. Plaintiff was not afforded the opportunity to meet with Dr. Hsu to discuss these issues. Upon information and belief, Dr. Hsu had already decided to condone the unlawful and improper actions by Defendants Welch, Gibbison, and Tobin.

Despite the fact that Plaintiff made the CofC and Foundation aware of the unlawful and improper actions by Defendants Welch, Gibbison, and Tobin and demanded that the CofC and Foundation take actions to stop these actions, the CofC and Foundation took no steps or actions to address those issues or to rectify the unlawful conduct that was occurring. The CofC and Foundation did nothing to require Defendants Welch, Gibbison, and Tobin to cease and desist their unlawful conduct and retaliation against Plaintiff and the SFS Program, thus effectively condoning and encouraging such behavior.

Upon information and belief, Defendants Welch, Gibbison, and Tobin had no intention of carrying out the SFS program in accordance with the CofC's and Foundation's contractual commitments to Boeing and/or Plaintiff. Instead, the intention and objective of the CofC and the Foundation was to kill the SFS Program and to divert or redirect the Boeing grant funds to other programs as retaliation against Plaintiff, thus the CofC and Foundation, through its employees and agents, engaged in actions to interfere with and impede the SFS Program to accomplish that goal.

On March 17, 2020, because of the continued retaliation against Plaintiff and the continued interference with the SFS Program by Defendants Welch, Gibbison, and Tobin, Boeing finally notified Plaintiff that it was irrevocably pulling back or withdrawing its grant funding for the program. Boeing communicated its decision to Plaintiff on March 17, 2020 and requested the return of its grant funds for the SFS programming, less outstanding invoices and applicable payroll. As a result of Boeing pulling back the grant funds, the SFS Program will no longer exist at the CofC and Plaintiff has lost and will continue to lose her compensation as Principal Investigator and Program Director of the SFS Program, and the accompanying increase in prestige and professional standing that comes with it. Not only has Boeing withdrawn its funding for the existing grant, but it also will not enter into future grants with the CofC or Foundation because of its actions.

Pursuant to the terms and conditions of Plaintiff's employment contract with the CofC in combination with her being a party to and/or direct and intended third-party beneficiary of the Boeing grant contracts, the CofC is required and agreed to compensate Plaintiff for her summer work in the amount of \$30,083.00 plus benefits. Pursuant to the contractual commitments between Boeing, the CofC, and the Foundation involving the grant for the SFS Program, the Foundation is to administratively hold the grant funds for the program in a restricted or designated account(s)

and the CofC is to direct the disbursement of the funds in accordance with the terms and restrictions of the Boeing grant. Although Plaintiff's summer salary and benefits for 2020 was budgeted for and the Foundation holds Boeing's grant funds to be used to pay her summer salary and benefits, the CofC has since failed and/or refused to direct the distribution of the funds to pay Plaintiff any of her summer salary or benefits. As a direct result of the retaliation against Plaintiff and the interference with the SFS Program by Defendants Welch, Gibbison, and Tobin, Plaintiff has lost and will continue to lose her financial compensation paid from the Program's operations, including her summer salary, which is currently \$30,083.00 each summer plus benefits and would have increased annually along with her 9-month base salary and benefits.

Even after the CofC and Foundation were notified of Boeing's decision, the CofC and Foundation nevertheless surreptitiously attempted to draw down funds from the Boeing grant in an amount that was not authorized under the grant terms. This was done without Plaintiff's knowledge or approval. Upon information and belief, despite Boeing's demand for return of the unused grant funds, the CofC and Foundation have yet to return or refund to Boeing the grant funds for the SFS Program despite Boeing's demands that the funds be returned.

On or about May 7, 2020, at the request of Defendant Welch and Dr. Hsu, the CofC's Board of Trustees voted to close the CofC's SPS, which is where the SFS Program was administratively housed under the terms of the Boeing grant. Shortly thereafter, the CofC also terminated the employment of Dr. Garrison (Co-Director of the SFS Program) along with all staff of the SPS. Because the CofC terminated Dr. Garrison's employment, he will be unable to work with Plaintiff during the summer of 2020 to write up their research and program evaluation of the SFS Program. The loss of the current and future Boeing grants has caused and will continue to cause considerable financial damage to Plaintiff now and into the future, in addition to harm to her

professional reputation and standing in the academic community and significant emotional and mental strain and harm.

Without the retaliation against Plaintiff and the interference with the SFS Program by Defendants Welch, Gibbison, and Tobin, it was reasonably probable that the SFS Program would have become self-sustaining and continued for many years in the future even after Boeing's grant funds for the initial two years of the Program were spent or exhausted. The Boeing grant specifically provided that the monies generated by the SFS Program were to go back to the Program to cover all Program expenses, including Plaintiff's summer salary and benefits. One of the reasons Boeing agreed to fund the SFS Program in the first place was because it would be self-sustaining after a two-year pilot period. The retaliation against Plaintiff and the interference with the SFS Program by Defendants Welch, Gibbison, and Tobin prevented this from occurring and thwarted the Program from achieving its objective and goal of becoming a perpetual and self-sustaining Program. Because Plaintiff will no longer be able to establish the SFS Program at the CofC, it also will prevent and impair her ability to apply for and secure other grants from Boeing as well as others grantors that build on the data she would have collected from the Boeing grant for the SFS Program.

Preliminary injunction is necessary and appropriate:

Plaintiff seeks a preliminary injunction maintaining the status quo that existed before Defendants CofC and Welch engaged in the contested matters involving Plaintiff's MOU dated July 17, 2014 and her faculty appointment. Plaintiff seeks a preliminary injunction during this litigation restraining and enjoining Defendants CofC and Welch from unilaterally changing Plaintiff's faculty appointment, transferring or moving Plaintiff back to the CofC's EHHP, returning Plaintiff to work under Defendant Welch's supervision, removing Plaintiff's faculty

appointment from Dr. Stewart's report, failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment, failing to consult with the Dean of affected school or its Department Chair and/or to obtain their review or approval of the transfer of Plaintiff's faculty appointment before it is made, and breaching or disregarding the terms and provisions of the MOU.

Plaintiff further seeks a preliminary injunction requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to HSS, immediately removing Plaintiff from under Defendant Welch's supervision, and immediately returning or restoring Plaintiff's faculty appointment to Dr. Stewart's report.

Unless Defendants are restrained and enjoined by Order of this Court, Plaintiff will suffer irreparable harm, damage, and injury. Unless an injunction is granted, Plaintiff will lose the benefits of the MOU and Plaintiff will again be subjected to the supervision of Defendant Welch and will be accountable to her, will be subject to Defendant Welch's decisions relating to performance reviews, compensation, grants, and tenure-track, will be subjected to Defendant Welch's retaliation and unlawful and improper conduct, and will suffer irreparable loss and damage, including loss of income, revenue, and/or profits; the loss of property, assets, and opportunities; and injury to professional standing, reputation, and goodwill, as more fully described and set forth in the Verified Complaint filed in this action. This motion is made on the additional ground that Plaintiff has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by the Defendants.

This motion will be further supported by the pleadings, affidavits, records, and other documents filed with the Court or to be filed herein and a memorandum of law to be filed with this Court.

Prior to the issuance of the injunction prayed for herein, Plaintiff is ready, willing, and able to execute a bond payable to the Defendants, or to provide such other security in such sum as this Court deems proper for such costs and damages, if any, as may be incurred or suffered by any party found to have been wrongfully enjoined or restrained.

WHEREFORE, the Plaintiff hereby moves the Court for a preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining the Defendant College of Charleston and Frances C. Welch and their officers, agents, employees, attorneys, and all those in active concert or participation with the Defendants, in the manner and particulars itemized herein-above, and to award the Plaintiff such other and further relief as the Court may deem just and proper.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
Daniel F. Blanchard, III
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ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
June 23, 2020.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2020-CP-10-02726
OLIVIA M. THOMPSON, Ph.D.,	)	
M.P.H.,	)	
	)	
Plaintiff,	)	ANSWER OF COLLEGE OF
vs	)	CHARLESTON, FRANCES C. WELCH,
	)	Ph.D., M.A.; and GODREY A. GIBBISON,
COLLEGE OF CHARLESTON;	)	Ph.D., M.S. TO PLAINTIFF'S COMPLAINT
COLLEGE OF CHARLESTON	)	
FOUNDATION, INC.; FRANCES C.	)	
WELCH, Ph.D., M.A.; GODFREY A.	)	
GIBBISON, Ph.D., M.S.; and	)	
CHRISTOPHER R. TOBIN,	)	
	)	
Defendants.	)	
	)	

NOW COME the Defendants: College of Charleston, Frances C. Welch, Ph.D., M.A. and Godfrey A. Gibbison, Ph.D., M.S. (hereinafter all collectively referred to as "C of C"), answering Plaintiff's Complaint, who state as follows:

Each and every allegation of the Complaint, not hereinafter specifically admitted, is hereby denied, in addition to the following:

PARTIES, JURISDICTION, AND VENUE

1. C of C admits Paragraph 1 of Plaintiff's Complaint on information and belief;
2. C of C admits Paragraph 2;
3. C of C admits Paragraph 3;
4. Defendant Welch, at the time of filing, was Interim Provost at C of C and Courtney Howard was Interim Dean of C of C's School of Education, Health and Human Performance, having had those roles for over a year. Since the time of filing, Defendant Welch has returned to her role as Dean;

5. Defendant Gibbison is an employee of the College and is Interim Dean of the Graduate School. The College closed its School of Professional Studies in May, 2020.;

6. C of C admits Paragraph 6;

7. Plaintiff's Paragraph 7 calls for legal conclusions which the Defendant C of C is required to neither admit nor deny;

8. Paragraph 8 calls for a legal conclusion which C of C is required to neither admit nor deny.

9. C of C denies Paragraph 9;

10. C of C acknowledges jurisdiction and venue are proper in this Court.

BACKGROUND COMMON TO ALL CLAIMS

11. C of C admits Paragraph 11;

12. C of C admits Paragraph 12;

13. C of C admits only so much of Plaintiff's Paragraph 13 as Dr. Thompson had a relationship with Boeing and that certain grant funds from Boeing had been acquired through the Foundation and provided financial and economic benefits to C of C, the Foundation and Plaintiff;

14. C of C admits Paragraph 14;

15. C of C denies Paragraph 15;

16. C of C denies Paragraph 16;

17. C of C denies Paragraph 17;

18. C of C denies Paragraph 18;

19. C of C has insufficient information to admit or deny Plaintiff's Paragraph 19 and thereby denies same and demands strict proof thereof;

20. C of C denies Paragraph 20;

21. C of C admits only so much of Paragraph 21 that a Memorandum of Understanding (hereinafter sometimes referred to as “MOU”) was entered which speaks for itself by the terms contained therein and on behalf of the signatures thereto, any other allegations in said Complaint are specifically denied and strict proof thereof demanded;

22. In responding to Paragraph 22, the C of C restates that the terms of the Memorandum of Understanding speak for themselves;

23. C of C denies Paragraph 23;

24. C of C denies Paragraph 24;

25. In responding to Paragraph 25, C of C craves reference to the MOU and stated terms therein;

26. In responding to Paragraph 26, C of C craves reference to the MOU and stated terms therein;

27. In responding to Paragraph 27, C of C craves reference to the MOU and stated terms therein;

Dr. Thompson’s successful procurement of Boeing grant for Sustainable Food Systems Program at the C of C:

28. C of C admits Paragraph 28;

29. C of C conditionally admits Plaintiff’s Paragraph 29; as Principal Investigator, the burden was on Plaintiff to comply with and fulfill the conditions and requirements of the grant, on behalf of the College;

30. In responding to Paragraph 30, C of C craves reference to the terms and conditions set forth in the grant documents;

31. In responding to Paragraph 31, C of C craves reference to the terms and conditions set forth in the grant documents;

32. In responding to Paragraph 32, C of C craves reference to the terms and conditions set forth in the grant documents;

33. In responding to Paragraph 33, C of C craves reference to the terms and conditions set forth in the grant documents;

34. In responding to Paragraph 34, C of C craves reference to the terms and conditions set forth in the grant documents;

35. C of C denies Paragraph 35;

C OF C's Unilateral Breach and Disregard of MOU:

36. C of C denies Paragraph 36;

37. C of C denies Paragraph 37;

38. C of C admits Paragraph 38;

39. C of C denies Paragraph 39;

40. C of C denies Paragraph 40;

41. C of C denies Paragraph 41;

42. C of C denies Paragraph 42;

43. C of C denies Paragraph 43;

**Misappropriation of grant funds and interference with
Boeing grants and SFS Program:**

44. Paragraph 44 is against Defendants other than the C of C, to the extent any allegations are applicable, the C of C denies same and demands strict proof thereof;

45. Paragraph 45 is against Defendants other than the C of C, to the extent any allegations are applicable, the C of C denies same and demands strict proof thereof;

46. C of C denies Paragraph 46;

47. Paragraph 47 is against Defendants other than the C of C, to the extent any allegations are applicable to the C of C, the same are denied and strict proof thereof demanded;

48. Paragraph 48 is against Defendants other than the C of C, to the extent any allegations are applicable to the C of C, the same are denied and strict proof thereof demanded;

49. Paragraph 49 is against Defendants other than the C of C, to the extent any allegations are applicable to the C of C, the same are denied and strict proof thereof demanded;

50. C of C denies Paragraph 50;

51. C of C denies Paragraph 51;

52. C of C denies Paragraph 52;

53. C of C denies Paragraph 53;

54. C of C denies Paragraph 54;

55. C of C denies Paragraph 55;

56. C of C denies Paragraph 56;

57. C of C denies Paragraph 57;

58. C of C denies Paragraph 58;

59. C of C denies Paragraph 59;

60. C of C denies Paragraph 60;

61. C of C has insufficient information to admit or deny Plaintiff's Paragraph 61, thereby denies same and demands strict proof thereof;

62. C of C denies Paragraph 62, upon information and belief;

63. C of C denies Paragraph 63;

64. Paragraph 64 contains a narrative with questionable allegations; to the extent there are allegations the C of C denies same and demands strict proof thereof;

65. C of C denies Paragraph 65;

66. C of C denies Paragraph 66;

67. C of C denies Paragraph 67;

68. C of C denies Paragraph 68;

69. C of C denies Paragraph 69;

70. C of C denies Paragraph 70;

71. C of C denies Paragraph 71;

72. C of C denies Paragraph 72;

73. C of C denies Paragraph 73;

74. C of C denies Paragraph 74;

75. C of C denies Paragraph 75;

76. The C of C has insufficient information to admit or deny Plaintiff's Paragraph 76 and therefore denies same and demands strict proof thereof;

77. C of C has insufficient information to admit or deny Plaintiff's Paragraph 77 and therefore denies same and demands strict proof thereof;

78. C of C denies Paragraph 78;

79. C of C denies Paragraph 79;

80. C of C denies Paragraph 80;

81. C of C denies Paragraph 81;

82. C of C denies Paragraph 82;

83. Plaintiff's Paragraph 83 calls for speculation which can neither be admitted nor denied; to the extent a response is required said paragraph is denied and strict proof thereof demanded;

84. C of C denies Paragraph 84;

85. Paragraph 85 calls for speculation which the C of C can neither admit nor deny, to the extent a response is required the C of C denies Paragraph 85 and demands strict proof thereof;

**FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment Pursuant to S.C. Code Ann. § 15-53-30)
(As to Defendant C of C)**

86. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

87. Paragraph 87 calls for a legal conclusion which the C of C is required to neither admit nor deny;

88. C of C denies Paragraph 88;

89. C of C denies Paragraph 89 including subparts a, b, and c;

90. C of C denies Paragraph 90;

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing)
(As to Defendant C of C)**

91. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

92. C of C denies Paragraph 92;

93. C of C denies Paragraph 93;

94. C of C denies Paragraph 94;

95. C of C denies Paragraph 95;

96. Paragraph 96 calls for a legal conclusion which the C of C is required to neither admit nor deny, to the extent a response is required C of C denies same and demands strict proof thereof;

97. C of C denies Paragraph 97;

98. Paragraph 98 is a narrative which Defendant is required to neither admit nor deny, to the extent a response is required said paragraph is denied and strict proof thereof demanded;

99. C of C denies Paragraph 99;

100. C of C denies Paragraph 100;

101. C of C denies Paragraph 101;

**FOR A THIRD CAUSE OF ACTION
(S.C. Payment of Wages Act Violation)
(As to Defendants C of C and Welch)**

102. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

103. Paragraph 103 calls for a legal conclusion which the C of C is required to neither admit nor deny, to the extent a response is required same is denied and strict proof of thereof demanded.

104. C of C admits Paragraph 104;

105. C of C denies Paragraph 105;

106. C of C denies Paragraph 106;

107. C of C denies Paragraph 107;

108. C of C denies Paragraph 108;

109. C of C denies Paragraph 109;

110. C of C denies Paragraph 110;

**FOR A FOURTH CAUSE OF ACTION
(Intentional Interference with Contract
(As to All Defendants)**

111. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

112. C of C denies Paragraph 112;

113. C of C denies Paragraph 113;

114. In responding to Paragraph 114, the C of C craves reference to the terms and conditions of the Boeing grant and the obligations and responsibilities of the respective parties thereto and principal investigator;

115. C of C partially admits Paragraph 115, but has insufficient information to admit or deny Plaintiff allegation as being an “intended” third-party beneficiary of the grant from Boeing, which C of C thereby denies, and demands strict proof thereof;

116. C of C denies Paragraph 116;

117. C of C denies Paragraph 117;

118. C of C denies Paragraph 118;

119. C of C denies Paragraph 119;

120. C of C denies Paragraph 120;

121. C of C denies Paragraph 121;

**FOR A FIFTH CAUSE OF ACTION
(Intentional Interference with Prospective Economic Advantage)
(As to All Defendants)**

122. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

123. In responding to Paragraph 123, the C of C craves reference to the Boeing grant, its terms, conditions and the responsibilities and obligations of the parties thereto. With regards to the speculative projection of the SFS Program going forward, the C of C has insufficient

information to admit, deny or speculate as to this allegation thereby denies same and demands strict proof thereof;

124. C of C has insufficient information to admit or deny Plaintiff's Paragraph 124, therefore denies same and demands strict proof thereof;

125. C of C denies Paragraph 125;

126. C of C denies Paragraph 126;

127. C of C denies Paragraph 127;

128. C of C denies Paragraph 128;

**FOR A SIXTH CAUSE OF ACTION
(Defamation)
(As to All Defendants)**

129. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

130. C of C denies Paragraph 130;

131. To the extent allegations in Paragraph 131 are directed against the C of C, same are denied and strict proof thereof demanded;

132. C of C denies Paragraph 132;

133. C of C denies Paragraph 133;

134. Plaintiff's Paragraph 134 is ambiguous and without form, to the extent it alleges anything against the C of C, same are denied and strict proof thereof demanded;

135. C of C denies Paragraph 135;

136. C of C denies Paragraph 136;

137. C of C denies Paragraph 137;

138. C of C denies Paragraph 138;

139. C of C denies Paragraph 139;

**FOR A SEVENTH CAUSE OF ACTION
(Civil Conspiracy)
(As to All Defendants)**

140. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

141. C of C denies Paragraph 141;

142. C of C denies Paragraph 142;

143. C of C denies Paragraph 143;

144. Plaintiff's Paragraph 144 calls for a legal conclusion which the Defendant C of C is required to neither admit nor deny, to the extent a response is required, C of C denies same;

145. C of C denies Paragraph 145;

**FOR AN EIGHTH CAUSE OF ACTION
(Temporary, Preliminary, and Permanent Injunction)
(As to Defendants C of C and Welch)**

146. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

147. C of C denies Paragraph 147 including subparts a, b, c, d, e, f, g, h, i, and j;

148. C of C denies Paragraph 148;

149. C of C denies Paragraph 149;

**FOR A NINTH CAUSE OF ACTION
(Conversion)
(As to Defendants Foundation and Tobin)**

150. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

151. Paragraph 151 contain allegations against Defendants other than the C of C and thereby requires no response, to the extent a response is required, C of C denies Paragraph 151 and demands strict proof thereof;

152. Paragraph 152 contains allegations against Defendants other than the C of C and thereby requires no response, to the extent a response is required, C of C denies Paragraph 152 and demands strict proof thereof;

153. Paragraph 153 contains allegations against Defendants other than the C of C and thereby requires no response, to the extent a response is required, C of C denies Paragraph 153 and demands strict proof thereof;

154. Paragraph 154 contains allegations against Defendants other than the C of C and thereby requires no response, to the extent a response is required, C of C denies Paragraph 154 and demands strict proof thereof;

**FOR A TENTH CAUSE OF ACTION
(Attorney's Fees and Costs Pursuant to S.C. Code Ann. § 15-77-300)
(As to Defendant C of C)**

155. Defendant repeats and realleges each and every response to the preceding paragraphs as though repeated herein verbatim.

156. Paragraph 156 calls for a legal conclusion which the C of C is required to neither admit nor deny;

157. C of C denies Paragraph 157;

158. C of C denies Paragraph 158;

159. C of C denies Paragraph 159, said paragraph being the last in Complaint.

**FURTHER ANSWERING AND
AS A FIRST DEFENSE**

160. Further answering and as additional defenses the C of C states as follows: Plaintiff has failed to plead special damages resulting from the alleged conspiracy and thus her claim for civil conspiracy fails as a matter of law.

AS A SECOND DEFENSE

161. Further answering and as an additional defense, C of C alleges and states Plaintiff's claims are barred by equitable doctrines including but not limited to laches, unclean hands, waiver, estoppel and unjust enrichment.

AS A THIRD DEFENSE

162. Further answering, Plaintiff has failed to mitigate her damages.

AS A FOURTH DEFENSE

163. Further answering, Plaintiff fails to state a claim upon which attorney's fees could be awarded and/or fails to allege facts which if proven, would entitle Plaintiff award of attorney's fees.

AS A FIFTH DEFENSE

164. Further, to the extent Plaintiff is seeking punitive damages, Defendants rely on the applicable statutory caps limiting the recovery of punitive damages as set forth in South Carolina Code § 15-32-30;

AS A SIXTH DEFENSE

165. Further answering, to the extent Plaintiff is seeking punitive damages, said are barred under the South Carolina Tort Claims Act to the extent Plaintiff's claims fall thereunder.

RELIANCE ON ADDITIONAL DEFENSES

166. C of C hereby gives notice of the intent to rely on any other defenses which may develop and become apparent or available during the course of discovery and thus reserve the right to amend their Answer to assert and include such defenses as appropriate and as permitted by the applicable Rules of Civil Procedure;

167. In responding to Plaintiff's prayers forming the conclusion of the Complaint, the C of C denies Plaintiff's entitlement to each and every prayer contained therein including subparts a, b, c, d, e, f (subparts 1 through 10), g, h, i, and j, said being the conclusion of the Complaint.

WHEREFORE, having fully answered the Plaintiff's Complaint, Defendants and C of C pray that the Complaint be dismissed, with prejudice, and that the Defendants and C of C be awarded costs, disbursements and fees related to this action, along with any other further relief this Court may deem just and proper.

**BARNWELL WHALEY PATTERSON
& HELMS, LLC**

s/Randell C. Stoney, Jr.,
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*Attorney for Defendants College of Charleston,
 Frances C. Welch, Ph.D., M.A. and Godfrey A.
 Gibbison, Ph.D., M.S*

August 28, 2020
 Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	
	)	
Plaintiff,	)	MOTION FOR PRELIMINARY
	)	INJUNCTION
-vs-	)	
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE-NAMED:

PLEASE TAKE NOTICE THAT the Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (hereinafter "Plaintiff"), through her undersigned attorneys, hereby moves the Court for a preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining the Defendants College of Charleston (hereinafter "CofC") and Frances C. Welch, Ph.D., M.A. (hereinafter "Welch"), and their officers, agents, employees, attorneys, and all those in active concert or participation with said Defendants, as follows:

- a. restraining and enjoining Defendants CofC and Welch *pendente lite* from breaching, contravening, or disregarding the terms and provisions of the written Memorandum of Understanding dated July 17, 2014 (hereinafter "MOU") that was executed and agreed to by Plaintiff and Defendants CofC and Welch. A true and correct copy of the MOU is attached hereto as "Exhibit A" and is incorporated herein by reference;
- b. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally changing or altering Plaintiff's faculty appointment, physical office location, and administrative location in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* maintaining and/or restoring her tenure-track faculty line, physical office, and administrative location at the Joseph

P. Riley, Jr. Center for Livable Communities (hereinafter “Riley Center”) in accordance with the terms and provisions of the MOU;

- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally transferring or moving Plaintiff to the CofC’s School of Education, Health, and Human Performance (hereinafter “EHHP”) in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* maintaining and/or restoring her faculty appointment to the CofC’s School of Humanities and Social Sciences (hereinafter “HSS”) in accordance with the terms and provisions of the MOU;
- d. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch’s supervision and unilaterally removing Plaintiff’s faculty appointment from Dr. Kendra Stewart’s report in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* removing Plaintiff from under Defendant Welch’s supervision and maintaining and/or restoring her assignment or faculty appointment to the supervision of Dr. Kendra Stewart (who serves or served in the functional role as Plaintiff’s department chairperson) in accordance with the terms and provisions of the MOU;
- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with any change to or transfer of her faculty appointment, physical office location, and administrative location; and
- f. restraining and enjoining Defendants CofC and Welch *pendente lite* from otherwise retaliating against and harassing Plaintiff.

Alternatively, if Plaintiff’s MOU agreement with Defendants is not honored, then Plaintiff seeks a preliminary injunction during this litigation restraining and enjoining Defendants CofC and Welch from denying Plaintiff the opportunity to interview and apply for the position of Chairperson of the CofC’s EHHP that is vacant or will become vacant upon the resignation of the current Chairperson (Dr. Wes Dudgeon) and restraining and enjoining Defendants CofC and Welch from disqualifying or refusing to consider Plaintiff’s application for this position.

As shown below, notwithstanding the pendency of this lawsuit, Defendants have continued to breach, contravene, and disregard the clear terms and provisions of the written MOU dated July 17, 2014 that was executed by Plaintiff and Defendants CofC and Welch. Defendants have also

continued to retaliate against, harass, and cause financial harm to Plaintiff while this litigation has been ongoing. A preliminary injunction is necessary and appropriate to maintain the status quo that existed before Defendants CofC and Welch engaged in the matters that are contested in this litigation and to prevent irreparable harm, damage, and injury to the Plaintiff.

Plaintiff's Boeing-funded work and interference by Defendant Welch:

Plaintiff is a tenured Associate Professor of the CofC. Over Plaintiff's career as an employee of the CofC, initially as an Assistant Professor, and subsequently as an Associate Professor, of Public Health, Plaintiff had cultivated a productive and recognized relationship with The Boeing Company (hereinafter "Boeing"), which has a major manufacturing, assembly, and delivery plant in North Charleston, South Carolina. Plaintiff applied for and secured more than \$2 million in grant funds from Boeing that has provided direct financial or economic benefits to both the CofC and the College of Charleston Foundation, Inc. (hereinafter "Foundation") as well as to Plaintiff personally.

Prior to August 16, 2014, Plaintiff's faculty appointment was in EHHP, which placed her under the direction and supervision of Dr. Welch, as the Dean of EHHP. On or about July 22, 2013, Plaintiff learned that Dr. Welch was engaging in unlawful and improper actions to interfere with, undermine, and subvert Plaintiff's Boeing-funded work. At that time, Dr. Welch was Plaintiff's Dean.

On March 15, 2017, Plaintiff was notified that she was awarded tenure and promotion to the rank of Associate Professor in the Riley Center effective on August 16, 2017. Dr. Welch inappropriately inserted herself into Plaintiff's tenure and promotion process. Dr. Welch surreptitiously met with then-President McConnell just before he rendered his tenure and

promotion decision. Dr. Welch made false, misleading, and disparaging claims about Plaintiff in the attempt to ensure her denial of tenure and termination from the CofC.

Dr. Welch also attempted to terminate Plaintiff during the course of her third-year review conducted during the CofC's 2013-2014 academic year and to reassign Plaintiff's Boeing grants to other faculty in the Department of Teacher Education in EHHP. Dr. Welch communicated her plan to the CofC's then-Director of Economic Development. Additionally, during the course of Plaintiff's tenure and promotion proceedings occurring during the CofC's academic year for 2016-2017, Dr. Welch, even though no longer Plaintiff's Dean and otherwise having no authority or permission to be involved in such proceedings, egregiously and contrary to the provisions of the CofC's 2016-2017 Faculty Administration Manual (hereinafter "FAM"), surreptitiously met with then-President McConnell in his office at the CofC in what proved to be an unsuccessful last-minute attempt to persuade President McConnell not to award tenure and promotion to Plaintiff. Despite Dr. Welch's efforts, Plaintiff was awarded tenure and promoted to Associate Professor in the Riley Center effective on August 16, 2017. However, this did not stop Dr. Welch's improper and wrongful conduct.

During Plaintiff's third-year review proceedings, at a meeting with Boeing's employees, Dr. Welch openly broached removing Plaintiff as Principal Investigator of her Boeing grants and reassigning the grants to other faculty. Dr. Welch also attempted to redirect future Boeing grant funds to finance a daycare center on Boeing's facility so that student teachers could practice student teaching at this daycare center. Dr. Welch purposefully engaged in these activities behind Plaintiff's back and without consulting with or including her in the communications.

Plaintiff's Written MOU with CofC and Welch:

Once Plaintiff learned of Dr. Welch's unlawful and improper actions, she reported them directly to her supervisor, Dr. Hynd, then-Provost and Executive Vice President for Academic Affairs. As a direct result of Plaintiff's reports and the CofC's own investigation and validation of Plaintiff's complaints or grievances involving Dr. Welch, on or about July 17, 2014, Plaintiff, the CofC, and Dr. Welch executed and entered a written contract and/or binding agreement to resolve and rectify these issues, which contract or agreement was labeled a "Memorandum of Understanding." The MOU expressly states it has an "effective date" of August 16, 2014.

It is settled law that the use of mere labels such as "letter of intent" or "memorandum of understanding" is not controlling on the question of whether a binding contract exists. Burbach Broad. Co. of Delaware v. Elkins Radio Corp., 278 F.3d 401, 406 (4th Cir. 2002). Instead, the law holds that an informal agreement is a binding contract when the parties intended to be bound by its terms.

Even in those situations where the parties execute an informal agreement which explicitly contemplates that a more formal document will be forthcoming, but the formal document does not come to fruition for some reason, courts will nevertheless enforce the informal agreement despite the absence of the formal document. Oeland v. Kimbrell's Furniture Co., 210 S.C. 223, 227, 42 S.E.2d 228, 228-29 (1947) ("It is a well-founded rule of law that a contract ... may be consummated by letters without the execution of a formal instrument and the fact that it is understood that the contract is to be reduced to a formal instrument does not invalidate such agreement unless there be a positive agreement that it shall not be binding until formally executed." (citing cases)); Tindall Corp. v. Mondelez Int'l, Inc., 2015 WL 996847 at *4 (N.D. Ill. Mar. 3, 2015) (applying South Carolina law) ("According to Mondelēz, the email exchange was only preliminary negotiations

because it was never ‘memorialized in a more formal contract’ and the parties ‘anticipate[d] execution of a contract in the future.’ But South Carolina recognizes that parties may bind themselves to an agreement before writing it out even if they anticipate doing so later. So the lack of a written agreement here and the email’s anticipation of one are not dispositive.”); Burbach Broad., 278 F.3d at 407-08 (“where the parties have fully agreed upon all of the matters about which they are negotiating, and have fixed their reciprocal obligations and rights so that the same cannot thereafter be changed without mutual consent, there is a valid and binding contract, notwithstanding the parties may agree that these agreements and understandings shall be subsequently reduced to writing and signed by the parties”); see also Sadighi v. Daghighfekr, 66 F. Supp. 2d 752, 762 (D.S.C. 1999) (finding parties intended to be bound, notwithstanding the language, “This letter is intended to memorialize the basic framework of an agreement and it is not intended as a final expression of the terms of the settlement. The exact terms will be expressed in a more comprehensive Settlement Agreement.”); Aperm of S. Carolina v. Roof, 290 S.C. 442, 446-48, 351 S.E.2d 171, 173-74 (Ct. App. 1986).

In this case, MOU was expressly agreed to, executed, and signed by Plaintiff, then-Provost Hynd, Dr. Welch, then-Dean of EHHP, Dr. Hale, then-Dean of HSS, and then-President McConnell. The MOU contains no language or positive agreement indicating that the parties intended not to be bound by the agreement until a more formal document was executed. Instead, the MOU was intended to be and is the final expression of the parties’ agreement.

Under the express terms of the MOU, Plaintiff was to be transferred or moved from EHHP and was placed into HSS effective on August 16, 2014, thereby removing Plaintiff from under Dr. Welch’s supervision. Dr. Hale was the Dean of HSS on and after August 16, 2014. The MOU further required that Plaintiff’s tenure-track faculty line, physical office, and administrative

location be moved to the Riley Center and also required that Plaintiff report directly to Dr. Kendra Stewart “who will serve in the functional role as [Plaintiff’s] department chair.”

The purpose of the agreed upon MOU was to relieve Plaintiff of any further accountability to Dr. Welch, to remove Dr. Welch from having any supervisory role over Plaintiff or her tenure-track, and to preclude Dr. Welch from retaliating against Plaintiff and further adversely interfering with and affecting Plaintiff’s Boeing-funded work. Provost Hynd specifically removed Plaintiff from Dr. Welch’s report so that she could effectively administer her grants without interference from and retaliation by Dr. Welch, and so she could secure additional grant funding (most notably from Boeing) for the benefit of both the CofC and the Foundation as well as Plaintiff.

The CofC’s administration (including then-President McConnell, then-Provost Hynd, and then-Dean Hale) was fully aware of Dr. Welch’s wrongful and unlawful actions as well as the impetus, motivations, and reasons for Plaintiff’s transfer and placement into HSS. The terms of the MOU specifically mandate that Plaintiff will report directly to Dr. Stewart who would serve as Plaintiff’s Department Chair, and Plaintiff’s tenure-track faculty line, office, and any grant-related offices are to be moved from EHHP to the Riley Center, where they would be administratively housed or located.

Pursuant to the MOU, the CofC did transfer Plaintiff from EHHP and placed her in HSS effective on August 16, 2014. Additionally, pursuant to the MOU, Plaintiff did report directly to Dr. Stewart, who served as her Department Chair, and Plaintiff’s tenure-track faculty line, office, and any grant-related offices were moved from EHHP to the Riley Center, where they became administratively housed or located.

Plaintiff's successful procurement of Boeing grant for Sustainable Food Systems Program at the CofC:

On or about May 14, 2018, Plaintiff created and Denise Ciccarelli (the CofC's Executive Director of Corporate and Foundation Relations, hereinafter "Ms. Ciccarelli") submitted a written application to Boeing seeking a grant of \$250,000.00 from Boeing to the Foundation, with the grant funds to be used to fund a project to be conducted by the CofC entitled "Veterans Fellowship Program in Sustainable Food Systems" ("SFS Program" or "Program"). At all relevant times, Plaintiff served as the Principal Investigator of the SFS Program.

On or about August 28, 2018, Boeing accepted the application for grant funding for the SFS Program. As a result, Boeing contractually agreed to make a grant of \$250,000.00 to the Foundation to be used for the purposes set forth in the grant application, the Foundation agreed to receive, hold, and disburse the grant funds for the SFS Program, the CofC agreed to create and implement the project or SFS Program, and Plaintiff agreed to serve as Principal Investigator for the SFS Program.

The Boeing grant specifically budgeted expenses in accordance with Boeing's requirements. A portion of the Boeing grant funds were specifically to be used to pay and/or fund a portion of Plaintiff's salary and benefits. The grant terms for the SFS Program provide that the funds will be used to support 25% of Plaintiff's, as well as Co-Director Dr. Garrison's annual salary and benefits during the SFS Program's first two pilot years.

Pursuant to the grant contract, the Foundation administratively holds the grant funds for the SFS Program in a restricted or designated account(s) and the CofC directs the disbursement of the funds in accordance with the terms and restrictions of the Boeing grant, including, but not limited to, the payment of a portion of Plaintiff's annual salary. The grant for the SFS Program provided direct financial and economic benefits to both the CofC and the Foundation. The grant

also financially benefited Plaintiff personally as a party to and/or a direct and intended third-party beneficiary of the grant contract.

Pursuant to commitments made to Boeing in securing the grant funds for the SFS Program, the CofC agreed to develop and implement both a professional development (continuing education) certificate program and an academic credit certificate program in Sustainable Food Systems to be administratively housed within the CofC's School of Professional Studies (hereinafter "SPS"), even though Plaintiff's academic home would remain in HSS. The Foundation agreed to administratively receive, hold, and disburse the grant funds received from Boeing for the SFS Program.

The Boeing grant provides that the monies (tuition, fees, etc.) generated by the operations of the SFS Program are to go back to the Program to cover all Program expenses, which included part of Plaintiff's and Dr. Garrison's salary and benefits. The Boeing grant also specifically contemplates that the SFS Program would become self-sustaining and continue for many years into the future even after Boeing's grant funds were spent or used. The grant expressly states: "After Year 2, The College of Charleston will 'tuition share' thereby paying 100% of Dr. Garrison's FTE and awarding Plaintiff a summer stipend to allow her to continue to direct and evaluate the certificate program."

Plaintiff is and was a party to and/or direct and intended third-party beneficiary of the contract between Boeing, the CofC, and the Foundation involving the grant for the SFS Program. The goal, plan, and reasonable expectation of Plaintiff, Boeing, the Foundation, and the CofC, among others, was that the SFS Program would continue for many years after the first two pilot years of the Program had ended and would continue to pay for and/or fund 25% of Plaintiff's total annual salary and benefits (as adjusted annually) in those future years. If not for the Defendants'

actions as described or set forth herein, it was reasonably probable that the SFS Program would have continued for many years after 2020 and would have continued to pay for and/or fund 25% of Plaintiff's annual salary and benefits during those future years.

CofC's unilateral breach and disregard of MOU:

From July 17, 2014 until August 29, 2019, Plaintiff was not notified of any concerns or alleged deficiencies with her performance as either Assistant or Associate Professor or her work with the Boeing-funded grant or the SFS Program. As recent as August 9, 2019, Dr. Stewart (who was teaching abroad during the fall 2019 semester) discussed plans for increased integration of Plaintiff's work within the Riley Center.

On or about July 1, 2019, Dr. Welch became the CofC's Interim Provost and Executive Vice President for Academic Affairs, thus replacing Provost McGee. Shortly thereafter, on or about August 29, 2019, despite Plaintiff's MOU or contract with the CofC and without prior consultation with Plaintiff or her consent, Dr. Welch unilaterally purported to move or transfer Plaintiff from HSS back to EHHP and into EHHP's Department of Health and Human Performance (hereinafter "HEHP") by virtue of an e-mail notification that Dr. Welch's assistant sent to Plaintiff on that date, which action would remove Plaintiff from Dr. Stewart's report and ultimately again place Plaintiff under Dr. Welch's supervision, who, as announced by the CofC, would be resuming the position of Dean of EHHP effective on July 1, 2020, all setting the stage for Dr. Welch to again have the opportunity to retaliate against Plaintiff and to adversely interfere with and affect not only Plaintiff's Boeing-funded work and the SFS Program, but also her instructional work, promotion, and tenure-track at the CofC.

Dr. Welch, in orchestrating her purported transfer of Plaintiff from HSS back to EHHP and into HEHP (and once again under the supervision of Dr. Welch), never in advance notified Plaintiff

of this purported transfer of Plaintiff, never consulted or reviewed with Plaintiff this purported transfer, and never obtained Plaintiff's approval of, agreement with or consent to this purported transfer. Moreover, Dr. Welch, in orchestrating this purported transfer of Plaintiff from HSS back to EHHP and into HEHP, never in advance notified either Dr. Howard, then-Acting Dean of EHHP, or Dr. Dudgeon, Chair of HEHP, of this purported transfer, never consulted or reviewed with then-Acting Dean Howard or Chair Dudgeon this purported transfer, and never obtained their approval of, agreement with or consent to this purported transfer. This course of action by Dr. Welch is highly irregular and without precedent given that the established and recognized institutional practice of the CofC regarding the transfer of roster faculty such as Plaintiff from one CofC School (HSS) to another CofC School (EHHP) may only legitimately occur after the proponent of the contemplated transfer has in advance notified the subject roster faculty as well as all Deans and Department Chairs with an interest in the contemplated transfer of the contemplated transfer, consulted or reviewed with the subject roster faculty and such Deans and Department Chairs the contemplated transfer, and obtained the subject roster faculty's and such Deans' and Department Chairs' approval of, agreement with or consent to the contemplated transfer. This institutional practice was the very practice faithfully followed by Provost Hynd in devising and developing the MOU, as in doing so he first consulted with and obtained the approval of Plaintiff as well as Dr. Stewart, Plaintiff's prospective Department Chair, Dr. Welch and Dean Hale, Plaintiff's prospective Dean, with the MOU once finalized as to terms and conditions being signed by Plaintiff, Provost Hynd, Dr. Welch, Dr. Hale, and President McConnell.

This established and recognized institutional practice of the CofC regarding the transfer of roster faculty from one CofC School to another CofC School is part and parcel of the policies and procedures of the CofC, and has continued operative at all times relevant to the development,

execution, implementation and enforcement of the MOU. Furthermore, the MOU expressly provides that “All policies and procedures relative to [Plaintiff’s] tenure and promotion (as outlined in the FAM and appropriate official communications) will need to be followed.” Therefore, this course of action by Dr. Welch unilaterally purporting to transfer Plaintiff from HSS back to EHHP and into HEHP, clearly is contrary to and in violation of this established and recognized institutional practice of the CofC in general, and the practice followed by Provost Hynd in devising and developing the MOU and this provision of the MOU in particular, and was orchestrated by Dr. Welch to further subject Plaintiff to the wrongful supervision of Dr. Welch as Plaintiff’s Dean. Plaintiff met with President Hsu on November 8, 2019, in the presence of Dr. Nunan, the CofC’s AAUP representative. During this meeting, President Hsu acknowledged that he was unaware that Dr. Welch’s decision to transfer Plaintiff from HSS to HEHP was not first discussed with Plaintiff, and that it was highly unusual to move a roster faculty member’s line without their knowledge and consent and without the knowledge and consent of the affected Dean, Chair and senior faculty. Nonetheless, President Hsu took no remedial action or steps. Plaintiff has “remained” in EHHP since August 28, 2019, with an official “onboarding” by way of a telephone conference with her newly assigned Dean, Acting Dean Howard, and Chair, Chair Dudgeon, occurring on December 13, 2019.

Plaintiff has repeatedly demanded that the CofC honor and abide by its contractual commitments to her under the MOU, and that pursuant to and in accordance with the MOU the CofC confirm her continued assignment to HSS notwithstanding Dr. Welch’s unilateral purported transfer of Plaintiff from HSS to EHHP into HEHP. The CofC has refused to do so in continuing breach of its contractual obligations to Plaintiff in general and the provisions of the MOU in

particular. Additionally, the CofC has notified Plaintiff that it does not view the MOU as a legally binding agreement or contract, thus repudiating the MOU.

Misappropriation of grant funds and interference with Boeing grants and SFS Program:

In December of 2018, without Plaintiff's or Boeing's knowledge or approval and in contravention of the terms of the grant contract with Boeing, Defendants Christopher R. Tobin (hereinafter "Tobin") and the Foundation misappropriated and diverted a portion of Boeing's grant funds intended for the SFS Program, as well as monies that had been generated from the sale of textbooks developed by Plaintiff with the use of previously awarded Boeing grant funds and were to be used to support the Farm-to-School programming.

Via letter to Mr. Tobin dated January 25, 2019, attorney Allan R. Holmes detailed the misappropriation and diversion of Boeing's grant funds that belonged to the SFS Program and the monies generated from the sale of the textbooks. The Foundation, under the direction of Mr. Tobin as its Executive Director, misappropriated \$15,000.00 of Boeing grant funds as well as \$420.00 of book royalty monies generated from Boeing grant-funded work. Boeing grant funds and book royalty monies were applied for a "management fee" that was not approved by Boeing, the CofC, or Plaintiff in her role as Principal Investigator of the grant. These actions (which did not involve Plaintiff and were done without her consent) were a blatant breach of the Foundation's contractual commitments to Boeing, were most disturbing to Boeing, and worked to undermine and subvert Plaintiff's Boeing-funded work.

Upon learning of this misappropriation and diversion, Plaintiff personally made demands to Mr. Tobin, the Foundation, and the CofC that the portion of Boeing's grant funds as well as the proceeds from textbook sales that had been misappropriated and diverted be returned or refunded. Instead of agreeing that the funds should not have been taken, Mr. Tobin was irate and furious

with Plaintiff, and attempted to defend this misappropriation and diversion as the payment of “fees” properly charged by the Foundation. Plaintiff discussed this issue with President Hsu on November 8, 2019, in the Presence of Dr. Nunan, President Hsu acknowledging that Mr. Tobin’s and the Foundation’s actions would likely not be compliant with IRS/federal tax requirements, but that he that he would not report the Foundation to the IRS.

Upon information and belief, Boeing’s representative then contacted the Foundation and Ms. Ciccarelli directly demanding that these misappropriated and diverted funds and monies be returned or refunded. At all times relevant to this civil action, Ms. Ciccarelli was an employee of the CofC subordinate to Mr. Tobin and acting and working under the close direction, supervision, and control of Mr. Tobin and the Foundation. Mr. Tobin directed Ms. Ciccarelli to falsely advise Boeing that the Foundation had inadvertently removed or taken a portion (the \$15,000.00) of Boeing’s grant funds as the result of a clerical error, which was false. The Foundation, under the direction of Mr. Tobin as the Executive Director of the Foundation, had taken the funds on purpose, not inadvertently due to a clerical error. Ms. Ciccarelli did as directed and falsely reported to Boeing that the grant funds had been taken as the result of a clerical error and that Plaintiff was making a “big deal” out of nothing. As a result of Plaintiff’s and Boeing’s demands, the Foundation eventually did return the portion of Boeing’s grant funds that had been misappropriated and diverted, but it never returned or refunded the proceeds from the textbook sales that had been misappropriated and diverted, thus converting those monies. Thereafter, Plaintiff discontinued having the proceeds from the textbook sales deposited into the Foundation’s account to eliminate any further misappropriation or diversion of these proceeds.

After Dr. Welch purported to unilaterally change Plaintiff’s faculty appointment on August 29, 2019, Dr. Welch, in concert with Dean Gibbison and Mr. Tobin, began engaging in actions to

retaliate against Plaintiff and to undermine and subvert her Boeing-funded work and the SFS Program. Dr. Welch, Dean Gibbison and Mr. Tobin engaged in activities to disrupt and disparage Plaintiff's administration of her current Boeing grant and to interfere with the SFS Program, all with the objective of having Plaintiff removed as the Principal Investigator thereof. These wrongful and unlawful actions by Dr. Welch and Dean Gibbison and Mr. Tobin damaged and directly interfered with Plaintiff's valuable relationship with Boeing.

Without Plaintiff's knowledge or input, Dr. Welch, in collaboration with Dean Gibbison and others, directed the removal of the SFS Program's face-to-face (in-person) academic-credit and continuing education courses from the CofC's course system and the SPS's online registration page. These actions effectively canceled both the academic and continuing education courses of the SFS Program for the 2020 spring semester. The course cancellations occurred on September 17, 2019 and November 11, 2019. These actions and cancelations detrimentally impacted enrollment in the SFS Program and directly interfered with its administration.

Without Plaintiff's knowledge or involvement, Dr. Welch and Ms. Ciccarelli (who was acting at the direction of President Hsu) conducted a secret meeting with Boeing's representatives on December 13, 2019, to discuss the SFS Program. Neither Dr. Welch nor President Hsu invited Plaintiff to take part in the meeting with the Boeing representatives even though she is the Principal Investigator of the SFS Program. Plaintiff was excluded from the meeting. Plaintiff only learned of the meeting from Boeing's employees.

At this December 13, 2019 meeting, Dr. Welch and Ms. Ciccarelli (with the knowledge and approval of Dean Gibbison and Mr. Tobin) provided false and misleading information to Boeing regarding the reasons that enrollment in the professional development track of the SFS Program was lower than the target. Additionally and significantly without Plaintiff's authorization

as the Principal Investigator of the SFS Program, Dr. Welch, Dean Gibbison and Mr. Tobin also authorized or directed Ms. Ciccarelli to submit a progress report to Boeing containing additional false and misleading information. Dr. Welch and Ms. Ciccarelli conducted this meeting behind Plaintiff's back, and upon information and belief, at the direction and with the approval of Defendants CofC and the Foundation, with the clear objective of disparaging Plaintiff and impugning her work in the eyes of Boeing. Prior to this meeting taking place, Plaintiff had brought to light the Foundation's and Mr. Tobin's misappropriation and diversion of Boeing's grant funds (the \$15,000.00), as well as the book royalty monies from textbook sales (the \$420.00) that were to be used for Farm-to-School programming, followed by Dr. Welch repeatedly acting to undermine Plaintiff's Boeing-funded work and the SFS Program, and Ms. Ciccarelli making false and professionally disparaging criticism of Plaintiff to Boeing.

On December 18, 2019, at Dr. Welch's direction or with her involvement and without Plaintiff's knowledge or approval, Dean Gibbison sent an e-mail to CofC staff (while excluding Plaintiff as a recipient thereof) informing them that Dr. Welch had unilaterally decided to delay or push back the 2020 spring semester SFS Program courses to 2020 spring semester Express II. Plaintiff was not consulted or notified regarding this decision and did not consent to this delay. Dean Gibbison was neither a grant-funded investigator (i.e., he was not key personnel) for the Boeing grant, nor was he Plaintiff's Dean, and therefore he had no authority to issue any directives with respect to the SFS Program or the Boeing grant.

At Dr. Welch's direction or with her involvement, in late December of 2019, Dean Gibbison also directed his staff to notify CofC students that the SFS Program would change from a 14-week program to a 7-week program. The 14-week program was supposed to commence only weeks later on January 8, 2020, but the CofC notified students on December 19, 2019 that the

classes would not begin until the second half of the semester, which caused considerable confusion among students who were planning to enroll or were interested in enrolling in the courses. Plaintiff was not included in this change and did not approve it. Dr. Welch and Dean Gibbison made this decision without Plaintiff's knowledge, input or approval, and Plaintiff was excluded as a recipient of the CofC's e-mail communicating this change to the CofC's students, even though this change clearly substantially impacted the SFS Program of which she is the Principal Investigator. These changes would effectively cancel the SFS Program without any consultation with or approval of Plaintiff.

By cancelling the SFS programming for the first seven weeks of the 2020 spring semester and allowing it to run only during the second seven weeks, it was not possible for the CofC to teach farming and food processing courses in such a shortened period of time because of the nature of those courses. This cancellation of the SFS programming directly interfered with the administration of the SFS Program, as well as breached the contractual commitments both made by the CofC to Boeing under the grant and made between the CofC and two area non-profit organizations that were serving as SFS Program partners. Plaintiff subsequently learned from Boeing that Dr. Welch and Ms. Ciccarelli did not even discuss with Boeing's representatives during their December 13, 2019 meeting that Dr. Welch and Dean Gibbison were planning to unilaterally issue the directive that the program be changed from a 14-week program to a 7-week program. Dr. Welch's and Dr. Gibbison's unilateral directive was not approved by Boeing, and the course instructors had not agreed to teach during a condensed timeframe.

During the December 13, 2019 meeting, Dr. Welch and Ms. Ciccarelli, upon information and belief with the knowledge and approval of Dean Gibbison and Mr. Tobin, represented to Boeing that the curriculum for the professional development certificate that is part of the SFS

Program was never presented to the CofC's Faculty Senate for approval, and consequently was not as popular an option since it was not accredited. This representation was a false statement of fact, as in fact Plaintiff had established the curriculum for the professional development certificate during the 2019 spring semester and implemented it for the 2019 fall semester.

As part of its commitments made to Boeing involving the SFS Program, the CofC also agreed to develop and implement an academic credit certificate program to be administratively housed within the SPS. The implementation of this program as well as the professional development certificate program was initially delayed by one academic semester because of the CofC's delay in hiring a recruiter for the program. However, based on communications between Boeing and Plaintiff, Boeing agreed to allow the CofC to offer the academic credit certificate program beginning 2020 fall semester and the professional development certificate program beginning 2019 fall semester.

To develop and implement such an academic credit certificate program, the CofC was required to have faculty qualified to teach the courses in the SFS Program or it must join a cooperative or consortium through which it would be able to offer the courses as qualified adjunct professors could not be recruited and CofC faculty senators had previously expressed to Dean Gibbison that they would not approve academic credit certificate programs taught solely by adjunct instructors. The CofC's 2018-2019 Academic Planning Committee completed a review of SPS certificate programs proposed for the 2019-2020 academic year and did not approve the proposals for a graduate and several undergraduate certificates presented by Dean Gibbison because of the SPS's 100% staffing by part-time faculty of concentrations offered by the SPS, indicating that the staffing problem was exacerbated by the fact that the school had no full-time faculty of its own.

The CofC did not have the ability to teach the courses in the SFS Program through its own faculty. As a result, Plaintiff secured the CofC's membership in AgIDEA, which is a consortium of universities who house faculty offering agriculture/food systems courses. By joining this consortium, the CofC would be able to offer academic credit courses in agriculture/food systems without having to invest in hiring its own faculty to teach the courses. For the CofC to join AgIDEA, it was first necessary for Dr. Welch to authorize the CofC to enter a written memorandum of understanding with AgIDEA (hereinafter "AgIDEA MOU"). Plaintiff provided an appropriate memorandum of understanding to the CofC by which to join this consortium, and on September 8, 2019, the AgIDEA MOU was submitted to Dr. Welch for her review, approval, and signature.

The deadline for the CofC to execute the AgIDEA MOU to join the consortium was February 7, 2020. Dr. Welch (with Dean Gibbison's approval) repeatedly refused or otherwise failed to execute the Ag IDEA MOU, thus preventing the CofC from offering academic credit courses in agriculture/food systems and preventing Plaintiff from submitting a program proposal to the CofC Faculty Senate for approval. Despite multiple requests by Plaintiff to have Dr. Welch execute the Ag IDEA MOU so that the SFS Program could go forward, Dr. Welch continually ignored or declined these requests, thus the AgIDEA MOU was never executed. Dr. Welch's continuing refusal or other failure to execute the AgIDEA MOU was in subversion of, interference with and retaliation against Plaintiff. As purported justification for Dr. Welch's continuing refusal or other failure to execute the AgIDEA MOU, Dr. Caveny, Associate Provost for Faculty Affairs under Dr. Welch, and Dean Gibbison gave Plaintiff a bogus excuse that CofC policies prevented the CofC from entering into the AgIDEA MOU. In fact, CofC's policies did not prevent Dr. Welch from executing the AgIDEA MOU on behalf of the CofC. This excuse was merely a pretext for

Dr. Welch's continuing refusal or other failure to execute the AgIDEA MOU in subversion of, interference with and retaliation against Plaintiff.

In an effort to ameliorate or mitigate the damage caused by Dr. Welch, Dean Gibbison, and Mr. Tobin, Plaintiff voluntarily acted to find another school or department within the CofC (other than EHHP or SPS) to serve as the SFS Program's academic or administrative home. In doing so Plaintiff was met with conduct of Dr. Welch in further subversion of, interference with and retaliation against Plaintiff, including, but not limited to, Dr. Welch instructing and/or encouraging other faculty of the CofC not to work with Plaintiff, and making derogatory and defamatory statements about Plaintiff to other faculty of the CofC in impeachment of the integrity and reputation of Plaintiff, thus thwarting Plaintiff's efforts to locate another school or department within the CofC to serve as the SFS Program's academic or administrative home, thereby preventing the SFS Program from being housed in a viable school or department. Dr. Welch's conduct in subversion of, interference with and retaliation against Plaintiff has poisoned Plaintiff's work environment at the CofC, and has caused substantial and continuing reputational harm and financial damage to Plaintiff, including, but not limited to, harm to her relationship with Boeing.

On or about February 28, 2020, the CofC, by and through conduct of Dr. Welch and Dean Gibbison, suddenly began harassing two individuals who were teaching courses in the SFS Program by requiring them to be reclassified as temporary employees rather than independent contractors, even though the individuals in question do not meet the criteria for classification as temporary employees. The effect of this reclassification was to both create negative tax implications for the individuals and to subject them to Dean Gibbison's direction and control. One of the individuals in question had previously notified the CofC that she would not work under Dean Gibbison or his staff because of past incidents of dissatisfaction with them. Although the two

individuals and Plaintiff opposed the reclassification, the CofC withheld and refused to issue paychecks to the two individuals for work already performed unless they agreed to sign paperwork acknowledging their reclassification to temporary employees.

Repeatedly, Plaintiff made it clear that she absolutely opposed and did not condone the wrongful and unlawful conduct of Dr. Welch, Dean Gibbison and Mr. Tobin in subversion of, interference with and retaliation against Plaintiff, as such conduct was interfering with and impeding and undermining her relationship with Boeing, the SFS Program, or her ability to provide courses for the SFS Program. Plaintiff specifically warned the CofC and Foundation that such conduct by Dr. Welch, Dean Gibbison and Mr. Tobin was seriously jeopardizing the Boeing funding for the SFS Program as well as Boeing's continuing relationship with Plaintiff, the CofC, and the Foundation. Moreover, Plaintiff specifically warned the CofC and the Foundation that if such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin continued, such conduct would result in Boeing withdrawing or cancelling its grant funding. Significantly, repeatedly Plaintiff requested President Hsu to personally meet with her to discuss and remedy such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin, but without explanation to Plaintiff, President Hsu has continually ignored or denied these requests resulting in President Hsu never so meeting with Plaintiff ultimately to the financial and economic detriment of the CofC and Plaintiff. Upon information and belief, President Hsu never so met with Plaintiff as he was not adverse to or in disagreement with such conduct of Dr. Welch, Dean Gibbison and Mt. Tobin, and by all appearances was supportive thereof.

Despite Plaintiff so specifically warning the CofC and Foundation of the serious adverse consequences of such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin, and Plaintiff so imploring the CofC and Foundation to promptly take appropriate action to stop Dr. Welch, Dean

Gibbison and Mr. Tobin from further engaging in such conduct, neither the CofC nor the Foundation took any steps or otherwise acted to address or stop such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin, thus effectively condoning and encouraging such conduct. Upon information and belief, neither Dr. Welch, Dean Gibbison nor Mr. Tobin demonstrated any legitimate interest in implementing the SFS Program according to the CofC's and Foundation's contractual commitments to Boeing or Plaintiff. By all appearances, both the CofC and Foundation were determined to kill the SFS Program, and thereupon divert or redirect the Boeing grant funds to other programs in subversion of, interference with and retaliation against Plaintiff. Thus the CofC and Foundation, by and through employees and agents thereof, engaged in conduct interfering with and impeding and undermining the SFS Program thereby effectuating the subversion of, interference with and retaliation against Plaintiff directly resulting in Plaintiff suffering personal (inclusive of mental anguish and emotional distress), financial and professional (inclusive of reputation and standing in academic community) harm, loss and injury resulting in Plaintiff suffering substantial damages.

On March 17, 2020, and as a direct result of such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin continuing, Boeing notified Plaintiff of Boeing's decision to irrevocably pull back or withdraw its grant funding for the SFS program. Boeing communicated this decision to Plaintiff on March 17, 2020, inclusive of demanding the return of its grant funds for the SFS programming, less outstanding invoices and applicable payroll. As a result of Boeing pulling back or withdrawing its grant funds, the SFS Program will no longer exist at the CofC, and Plaintiff has lost and will continue losing her compensation as Principal Investigator and Program Director of the SFS Program, as well as the accompanying increase in prestige and professional standing that comes with Plaintiff serving in such capacity. Not only has Boeing withdrawn its grant funding for the

SFS Program, as a direct result of such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin, and thereby the CofC and Foundation, in interfering with and impeding and undermining the SFS Program, Boeing will not enter into future grants with the CofC or Foundation.

Pursuant to the terms and conditions of Plaintiff's employment contract with the CofC in combination with her being a party to and/or direct and intended third-party beneficiary of the Boeing grant contracts, the CofC agreed and is required to pay to Plaintiff her 2020 summer salary in the amount of \$30,083.00 plus benefits. Pursuant to the contractual commitments between Boeing, the CofC, and the Foundation involving the grant for the SFS Program, the Foundation is to administratively hold the grant funds for the program in a restricted or designated account(s), and the CofC is to direct the disbursement of the funds according to the provisions of the Boeing grant contract. Although Plaintiff's 2020 summer salary and benefits was budgeted for and the Foundation holds Boeing's grant funds to be used to pay her 2020 summer salary and benefits, the CofC has refused or otherwise failed to direct the distribution of the funds to pay Plaintiff any of her 2020 summer salary or benefits. As a direct result of the conduct of Dr. Welch, Dean Gibbison and Mr. Tobin in interfering with and impeding and undermining her relationship with Boeing, the SFS Program, and her ability to provide courses for the SFS Program, Plaintiff has lost and will continue losing her compensation paid from the Program's operations, including, but not limited to, her 2020 summer salary in the amount of \$30,083.00 plus benefits and all future summer salaries plus benefits as annually increasing along with her 9-month base salary and benefits.

After the CofC and Foundation were notified of Boeing's decision of irrevocably pulling back or withdrawing its grant funding for the SFS program, the CofC and Foundation surreptitiously attempted to draw down funds from the Boeing grant in an amount that was not authorized under the grant terms. This was done without Plaintiff's knowledge or approval. Upon

information and belief, despite Boeing's demand for the return of the unused grant funds, the CofC and Foundation have yet to return to Boeing the unused grant funds for the SFS Program.

On or about May 7, 2020, and at the request of Dr. Welch and President Hsu, the CofC's Board of Trustees voted to close the SPS which is where the SFS Program was administratively housed under the provisions of the Boeing grant. Shortly thereafter, the CofC also terminated the employment of Dr. Garrison (Co-Director of the SFS Program) along with all staff of the SPS. Because the CofC terminated Dr. Garrison's employment, he will be unable to work with Plaintiff during the 2020 summer to write-up the SFS Program research and evaluation. As a direct result of the loss of the Boeing grant for the SFS Program, together with future Boeing grants, Plaintiff has suffered and will continuing suffering personal (inclusive of mental anguish and emotional distress), financial and professional (inclusive of reputation and standing in academic community) harm, loss and injury resulting in Plaintiff suffering substantial damages.

But for the conduct of Dr. Welch, Dean Gibbison and Mr. Tobin in interfering with and impeding and undermining her relationship with Boeing, the SFS Program, and her ability to provide courses for the SFS Program, it was reasonably probable that the SFS Program would have become self-sustaining and continued for many years into the future even after Boeing's grant funds for the initial two years of the Program were spent. The Boeing grant specifically provided that the monies generated by the SFS Program were to go back to the Program to cover all Program expenses, including Plaintiff's summer salary and benefits. One of the reasons Boeing agreed to fund the SFS Program in the first place was because it would be perpetual and self-sustaining after the two-year pilot period. Such conduct of Dr. Welch, Dean Gibbison and Mr. Tobin directly prevented the SFS Program from being perpetual and self-sustaining as envisioned by Boeing and Plaintiff. As a direct result of Plaintiff being precluded from establishing the SFS Program at the

CofC, Plaintiff will continue to be denied the opportunity of applying for and securing additional grants from Boeing as well as other grantors that build on the data she would have collected from the Boeing grant for the SFS Program had the SFS Program as developed, established and implemented by Plaintiff been allowed to continue for the two-year pilot period and thereafter as a perpetual and self-sustaining program of the CofC.

Commencement of Current Lawsuit:

Plaintiff commenced this lawsuit by filing a Summons and Verified Complaint against the Defendants on June 24, 2020. The Verified Complaint alleges the following causes of action:

- (1) Declaratory Judgment Action against Defendant CofC;
- (2) Breach of Contract/Breach of Covenant of Good Faith and Fair Dealing against Defendant CofC;
- (3) South Carolina Payment of Wages Act violation against Defendants CofC and Welch;
- (4) Intentional Interference with Contract against all Defendants;
- (5) Intentional Interference with Prospective Economic Advantage against all Defendants;
- (6) Defamation against all Defendants;
- (7) Civil Conspiracy against all Defendants;
- (8) Temporary, Preliminary, and Permanent Injunction against Defendants CofC and Welch;
- (9) Conversion against Defendants Foundation and Tobin; and
- (10) Attorney's Fees and Costs pursuant to S.C. Code Ann. § 15-77-300 against Defendant CofC.

Continued and Further Retaliation Against and Harassment of Plaintiff Notwithstanding Commencement of Litigation:

Since this lawsuit was commenced, Defendants CofC and Welch have continued to engage in retaliation against and harassment of Plaintiff, thereby causing additional financial loss and other harm to her.

On February 5, 2021, the CofC's HEHP issued an email notifying its faculty that the department will be relocated from the EHHP to the School of Sciences and Mathematics (SM) on a temporary basis until a new School of Health Sciences can be established. Plaintiff also received

a group email from HEHP's current chairperson (Dr. Wes Dudgeon) advising faculty that an internal candidate had expressed interest in applying for the HEHP chairperson's position that had just become open for internal application (as he was stepping down from this position because he would soon complete his 5-year term).

As soon as Plaintiff learned of this opening on February 5, 2021, she immediately sent an email to Dr. Dudgeon requesting to be considered for the chairperson position that will become vacant upon his resignation, only to be notified that Dr. Welch had imposed a deadline of February 3, 2021 for anyone to notify her of their interest in the position. Plaintiff is informed that Dr. Welch announced this arbitrary deadline during a faculty meeting that occurred on January 26, 2021 at which she knew Plaintiff was not present. Plaintiff was not notified before the January 26 faculty meeting that Dr. Dudgeon was resigning his position or that Dr. Welch would impose any deadline for candidates to apply for the vacant chairperson position caused by his resignation. As a result, the February 3rd deadline had already passed before Plaintiff was even made aware of the opening or the opportunity to apply for the position.

Despite this situation, Dr. Welch informed Plaintiff she will not consider her for the opening based on her invocation of the arbitrary February 3rd deadline of which Plaintiff had not been notified. Dr. Welch has refused to consider Plaintiff's application even though Plaintiff is more experienced and has superior qualifications than the other candidate(s) who applied for the chairperson position. As further and continued unlawful retaliation against Plaintiff, Dr. Welch is effectively thwarting Plaintiff from applying for and obtaining the chairperson position in an arbitrary and capricious manner. This position would entail a significant raise in compensation for Plaintiff as well as 2-3 months of salary that would be counted in the calculation of her state pension benefits.

On February 8, 2021, Plaintiff's counsel notified Defendant CofC's and Welch's counsel in writing of this situation and requested his direct assistance or intervention in ensuring that Plaintiff is properly considered for this opening. A copy of the letter with enclosures is attached hereto as "Exhibit B" and is incorporated herein by reference. Despite this request, nothing changed. Defendant CofC and Welch have continued to refuse to allow Plaintiff to interview for the position or to consider her application for this opening.

On February 22, 2021, Plaintiff filed a formal grievance (Notice of Grievance) with the CofC's Faculty Grievance Committee involving Dr. Welch's actions in refusing to consider Plaintiff for the open chairperson position. On March 1, 2021, the Faculty Grievance Committee issued a written report (Resolution) in the form of a letter addressed to President Andrew T. Hsu and Provost Suzanne Austin determining that Plaintiff has a legitimate grievance as she had not been provided with any advance notice of the open chairperson position or of a deadline for applying for the position, and concluding that Plaintiff is an eligible candidate for the position of chairperson of HEHP, and that her application for the position should be considered. A copy of the report is attached hereto as "Exhibit C" and is incorporated herein by reference.

Despite the Faculty Grievance Committee's report, on March 10, 2021, Provost Austin notified Dr. Yiorgos Vassilandonakis, Co-Chair of the Faculty Grievance Committee, in writing that she was overruling or disregarding the Faculty Grievance Committee's findings and recommendation. Provost Austin advised that the CofC will not consider Plaintiff's application for the open chairperson position. A copy of Provost Austin's response to the Faculty Grievance Committee's report is attached hereto as "Exhibit D" and is incorporated herein by reference. Provost Austin's decision to deny Plaintiff any opportunity to interview and apply for the position necessarily subjects Plaintiff to increasing and continuing financial harm.

In addition to denying Plaintiff the opportunity to apply for the chairperson position, Defendants CofC and Welch have engaged in further retaliation against Plaintiff. On the evening of Sunday, March 21, 2021, Plaintiff went to her office in the Riley Center for the first time in several months. Throughout the current academic year, Plaintiff has been working remotely from her home due to the Covid-19 pandemic and in accordance with the guidelines and restrictions imposed by the CofC. While in her office on March 21, 2021, Plaintiff noticed for the first time that her office telephone had been removed without her permission or knowledge.

On Monday, March 22, 2021, Plaintiff contacted the CofC's IT Service Desk to report that her office telephone was missing from her office at the Riley Center and to request a replacement telephone. The CofC's IT Department investigated the matter and advised Plaintiff that Dr. Kendra Stewart had instructed the IT Department to disconnect Plaintiff's office telephone on December 18, 2020 over the holiday break. Plaintiff had not been notified of this fact or asked for her permission or consent. Because Plaintiff had been working remotely, she was unaware that her office telephone had been removed or disconnected. Plaintiff had set up her office telephone to forward her calls to her personal cellphone, thus she was unaware that none of her calls from students, faculty, staff, administrators, etc. were actually being forwarded to her because her office telephone had been disconnected.

When the IT Department contacted Dr. Wes Dudgeon about reconnecting a telephone line for Plaintiff, he responded that the CofC will be moving Plaintiff's physical office from its present location at the Riley Center to a different building known as the Silcox Building. Plaintiff had not been notified of that decision, she had not been consulted about any relocation of her office, and she did not consent or agree to move her office from the Riley Center to the Silcox Building. Plaintiff has also learned that the CofC has removed her from the Riley Center website and building

directory without her knowledge or permission. Plaintiff was not informed that she was being deleted from the website and directory or given any reason or explanation for these actions.

Plaintiff has further learned that she has been altogether removed from the College's online Public Health Program directory for its faculty, also without her knowledge or permission. From an online standpoint, this makes it appear that Plaintiff is no longer a professor at the CofC. As a result, students, faculty, and others searching for Plaintiff's contact information on the CofC's website have no means of locating her because she has been deleted from the Riley Center's and Public Health Program's online directories. Plaintiff was not informed that she was being deleted from either directory or given any reason or explanation for these actions.

Plaintiff immediately contacted the CofC's Facilities Management Department about the Silcox location once she was told of the CofC's unilateral decision to move her office location from the Riley Center to that building. Plaintiff learned that the Silcox office that she has been assigned to occupy (Room 406) currently does not have functioning heat/air conditioning or hot or tepid water in any of the nearby restrooms. The Silcox Building is in a deplorable condition and is in a state of disrepair. Copies of photographs depicting the current condition of the Silcox Building and office to which Plaintiff would be moved are attached hereto as "Exhibit E" and are incorporated herein by reference.

The Facilities Management Department advised Plaintiff that the Silcox Building will be undergoing substantial construction and renovation work starting during next month, including a new roof, new windows, and new HVAC air handlers and ductwork. The building has asbestos ceiling tiles that are damaged, dislodged, and missing allowing asbestos fibers to become airborne and inhalable. Disturbing the tiles during construction will dangerously magnify the concentration of these airborne and inhalable asbestos fibers throughout the building. The Facilities Management

Department was unaware that Plaintiff's office was assigned to Room 406 within the Silcox Building, and advised against anyone working in the building while the construction is ongoing due to the noise, dust, etc. Plaintiff will be unable to work from her office location while the renovation work is being conducted. In fact, Dr. Wes Dudgeon advised Plaintiff during a faculty conference call on February 19, 2021 that all faculty and staff offices were going to be moved from the Silcox Building to leased space in a building next to the Charleston Aquarium during the construction and renovation period. However, the CofC has still advised Plaintiff that it is moving her office from the Riley Center to the Silcox Building despite these deplorable, unhealthy, unsafe, and unworkable conditions.

The Silcox Building is a demonstrably inferior and less desirable, safe, and healthy office location as compared to Plaintiff's current office at the Riley Center. Copies of photographs depicting the Plaintiff's current office at the Riley Center are attached hereto as "Exhibit F" and are incorporated herein by reference. As discussed above, the MOU expressly requires that Plaintiff's tenure-track faculty line, physical office, and administrative location be in the Riley Center. There is no legitimate academic or administrative need or purpose for the CofC to remove Plaintiff from the Riley Center or to relocate her to the Silcox Building. In fact, the CofC had not even notified Plaintiff that she was being moved. Instead, Plaintiff only learned of the decision due to her request for a replacement telephone made to the IT Department. Defendants CofC and Welch are unilaterally removing Plaintiff from the Riley Center in violation of the terms and provisions of the MOU and are relocating her to the Silcox Building as further and continued retaliation and harassment against her for her complaints against Dr. Welch, her commencement of this present lawsuit, and her filing of a grievance with the Faculty Grievance Committee.

On March 24, 2021, Plaintiff's counsel notified Defendant CofC's and Welch's counsel via e-mail of the situation involving Plaintiff's office relocation and requested his direct assistance or intervention in ensuring that Plaintiff would not be moved from the Riley Center until the claims in this litigation are resolved. A copy of this e-mail is attached hereto as "Exhibit G" and is incorporated herein by reference. Despite this request, nothing changed.

On the morning of March 29, 2021, Defendant CofC's IT Service Desk notified Plaintiff via e-mail that "per directions from [their] CIO and supervisors," they "are not authorized" to replace Plaintiff's telephone at the Riley Center and instead her telephone will be installed at the Silcox Building. A copy of the e-mail from the IT Service Desk is attached hereto as "Exhibit H" and is incorporated herein by reference.

Less than thirty minutes later, Dr. Wes Dudgeon notified Plaintiff that her office at the Silcox Building "should be ready to go." A copy of the e-mail from Dr. Wes Dudgeon is attached hereto as "Exhibit I" and is incorporated herein by reference. Defendants CofC and Welch obviously still plan to go forward with moving Plaintiff's office location from the Riley Center to the Silcox Building notwithstanding the terms and provisions of the MOU and the construction and renovation work that will soon be occurring at the Silcox Building.

Preliminary injunction is necessary and appropriate:

Plaintiff seeks a preliminary injunction maintaining the status quo that existed before Defendants CofC and Welch engaged in the contested matters involving Plaintiff's MOU dated July 17, 2014. Specifically, Plaintiff seeks a preliminary injunction during this litigation restraining and enjoining Defendants CofC and Welch from (a) breaching, contravening, or disregarding the MOU's terms and provisions; (b) unilaterally changing or altering Plaintiff's faculty appointment, physical office location, and administrative location in contravention of the

terms and provisions of the MOU (including an Order maintaining and/or restoring her tenure-track faculty line, physical office, and administrative location at the Riley Center); (c) unilaterally transferring or moving Plaintiff to the EHHP in contravention of the terms and provisions of the MOU (including an Order maintaining and/or restoring her faculty appointment to the HSS); (d) unilaterally returning Plaintiff to work under Dr. Welch's supervision or unilaterally removing Plaintiff's faculty appointment from Dr. Stewart's report (including an Order removing Plaintiff from under Defendant Welch's supervision and maintaining and/or restoring her assignment or faculty appointment to the supervision of Dr. Stewart who would serve in the functional role as Plaintiff's department chairperson); (e) failing to consult with Plaintiff or obtain her agreement with any change to or transfer of her faculty appointment, physical office location, and administrative location; and (f) otherwise retaliating against and harassing Plaintiff.

Alternatively, if the Defendants' agreements under the MOU are not honored, then Plaintiff seeks a preliminary injunction during this litigation restraining and enjoining Defendants CofC and Welch from denying Plaintiff the opportunity to interview and apply for the position of Chairperson of the CofC's EHHP or disqualifying or refusing to consider Plaintiff's application for this position.

Unless Defendants are restrained and enjoined by Order of this Court, Plaintiff will suffer irreparable harm, damage, and injury. Unless an injunction is granted, Plaintiff will lose the benefits of the MOU and Plaintiff will again be subjected to the supervision of Defendant Welch; will be subject to Defendant Welch's arbitrary and capricious decisions relating to promotions, performance reviews, compensation, tenure-track, and other benefits of employment; will be subjected to Defendant Welch's retaliation, harassment, and unlawful and improper conduct; and will suffer irreparable loss and damage, including loss of compensation or income and injury to

professional standing and reputation. This motion is made on the additional ground that Plaintiff can demonstrate a likelihood of success on the merits of her claims and she has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by the Defendants.

Prior to the issuance of the injunction prayed for herein, Plaintiff is ready, willing, and able to execute a bond payable to the Defendants, or to provide such other security in such sum as this Court deems proper for such costs and damages, if any, as may be incurred or suffered by any party found to have been wrongfully enjoined or restrained.

The undersigned counsel for Plaintiff hereby affirms that he has attempted in good faith to resolve the matters contained in the motion with opposing counsel as required by S.C. R. CIV. PRO. 11, but was unsuccessful in doing so. This motion will be further supported by Plaintiff's Verified Complaint filed on June 24, 2020, the pleadings, affidavits, records, and other documents filed with the Court or to be filed herein, and a memorandum of law to be filed with this Court.

WHEREFORE, the Plaintiff hereby moves the Court for a preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining the Defendant College of Charleston and Frances C. Welch and their officers, agents, employees, attorneys, and all those in active concert or participation with them, in the manner and particulars itemized herein-above, and to award the Plaintiff such other and further relief as the Court may deem just and proper.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
 Daniel F. Blanchard, III
dblanchard@rosenhagood.com
 151 Meeting Street, Suite 400
 Charleston, SC 29401
 (843) 577-6726 telephone
 ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
 April 1, 2021.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Olivia M. Thompson, Ph.D., M.P.H.,)
Plaintiff,)
- vs-)
College of Charleston; College of)
Charleston Foundation, Inc.; Frances C.)
Welch, Ph.D., M.A.; Godfrey A. Gibbison,)
Ph.D., M.S.; and Christopher R. Tobin,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2020-CP-10-02726

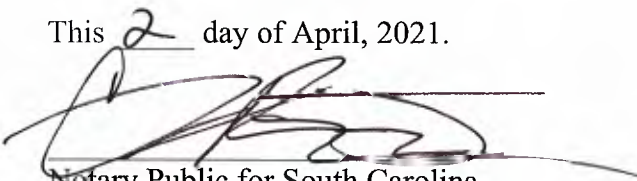
VERIFICATION

Personally appeared before me, Olivia M. Thompson, Ph.D, M.P.H., who being duly sworn does state as follows: I have read the forgoing Motion for Preliminary Injunction and can verify under oath that the facts stated therein are true, except for those stated upon information and belief, and as to those allegations, the Affiant believes them to be true.


Olivia M. Thompson, Ph.D, M.P.H.

SWORN to before me

This 2 day of April, 2021.


Notary Public for South Carolina
My Commission Expires: 6/25/2030

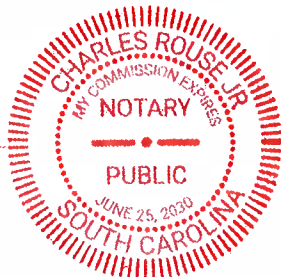


EXHIBIT A

NOTE: This document is the same document already set forth in the Record on Appeal at R_071 through R_072 (Memorandum of Understanding dated July 17, 2014). In lieu of reproducing the document again here, this note has been substituted in its place to avoid unnecessary duplication.

EXHIBIT B

ROSEN | HAGOOD

Daniel F Blanchard, III
dblanchard@rosenhagood.com
843-266-8123

February 8, 2021

VIA E-MAIL & U.S. MAIL:

Randell C. Stoney, Jr., Esquire
Barnwell Whaley Patterson & Helms, LLC
288 Meeting Street, Suite 200
P.O. Drawer H
Charleston, SC 29402

Re: Olivia M. Thompson, Ph.D, M.P.H. v. College of Charleston et al.
Case No. 2020-CP-10-02726

Dear Randell:

I am writing on behalf of Dr. Olivia M. Thompson to bring an urgent matter to your attention involving further retaliation by Dr. Frances C. Welch. I am also hereby offering the College of Charleston the opportunity to avoid causing additional financial loss to my client.

This past Friday, February 5, 2021, the College's Department of Health & Human Performance (HEHP) issued an email notifying faculty that the department will be relocated from the School of Education, Health, and Human Performance (EHHP) to the School of Math and Sciences (MS) on a temporary basis until a new School of Health Sciences can be established. Dr. Thompson also received an email from HEHP's current chairperson (Dr. Wes Dudgeon) advising her that he will resign at the end of the semester and that an internal faculty member is applying for the position.

As soon as Dr. Thompson learned of this opening, she immediately sent an email to Dr. Dudgeon requesting to be considered for the position, only to be notified that Dr. Welch had imposed a deadline of February 3rd for anyone to notify her of their interest in the position. Dr. Welch apparently announced this arbitrary deadline during a meeting at which she knew Dr. Thompson was not present and for which no minutes had been posted. As a result, the February 3rd deadline had already passed before Dr. Thompson was even made aware of the opening. Dr. Welch has since informed Dr. Thompson she will not consider her for the opening because the February 3rd deadline has lapsed. A copy of the pertinent email exchange is enclosed.

We view the above as further and continued unlawful retaliation by Dr. Welch against Dr. Thompson. Dr. Welch is clearly thwarting Dr. Thompson from applying for the position in an arbitrary and capricious manner. This opening would entail a significant raise for Dr. Thompson as well as 2-3 months of salary that would be counted in the calculation of her state pension benefits.

Randell C. Stoney, Jr., Esquire
February 8, 2021
Page 2

We are hereby requesting your assistance in ensuring that Dr. Thompson is properly considered for this opening. This matter needs your urgent attention. The other internal candidate is being interviewed for the position this week. Dr. Thompson's qualifications exceed those of the other candidate. Dr. Thompson's interview will need to be scheduled before Dr. Welch appoints anyone to the position.

I trust you will give this matter your immediate attention and make sure this notification is provided to the appropriate decision-makers and personnel at the College so that Dr. Thompson can be properly considered for the position. Of course, please do not hesitate to contact me if you have any questions about the above or wish to discuss this matter further.

With best regards, I am

Sincerely,



Daniel F. Blanchard, III

DFB/db

Cc: Dr. Olivia M. Thompson
Amy Bower, Esquire

From: Welch, Frances C <WelchF@cofc.edu>
Sent: Monday, February 8, 2021 2:30 AM
To: Thompson, Olivia Marie <thompsonom@cofc.edu>; Dudgeon, Wes <dudgeonw@cofc.edu>
Cc: Pope, Ed <popeeb@cofc.edu>; Stalvey, Dee <stalveyd@cofc.edu>
Subject: RE: Request to apply for Chair Position.

Unfortunately, you have missed the deadline as per Wes's email below.

Fran

Frances C. Welch

DEAN, SCHOOL OF EDUCATION, HEALTH, AND HUMAN PERFORMANCE

COLLEGE of CHARLESTON

86 Wentworth Street
 Charleston, SC 29424
 843-953-1984
welchf@cofc.edu

From: Thompson, Olivia Marie
Sent: Saturday, February 6, 2021 6:28 PM
To: Dudgeon, Wes <dudgeonw@cofc.edu>
Cc: Welch, Frances C <WelchF@cofc.edu>; Pope, Ed <popeeb@cofc.edu>
Subject: Re: Request to apply for Chair Position.

Wes,

Thank you. I was not aware of this Feb. 3rd deadline. I learned of your resignation as Chair and thus the opportunity for application only this past Friday.

Today is Feb. 6th and I am formally notifying you, Dean Welch, and Human Resources (Ed Pope copied) that I would like to apply for the position.

Please let me know what, if any, application materials are needed and I'll send them to your attention promptly, and copy this group.

Thank you for getting back in touch,
 Olivia

From: Dudgeon, Wes <dudgeonw@cofc.edu>
Sent: Saturday, February 6, 2021 8:00 AM
To: Thompson, Olivia Marie <thompsonom@cofc.edu>
Subject: RE: Request to apply for Chair Position.

Olivia,

Thanks for sending this. However, at our faculty meeting on January 26th Dean Welch stated that any interested faculty were to contact her by Feb. 3rd. Since that deadline is passed,

and since Dean Welch is responsible for organizing this internal search for the next HEHP chair, I recommend you contact her if you are still interested. Also, while we will be moving to SSM for a short time, the date of the move is yet to be determined, so we are still in EHHP until that time.

Thanks and happy to chat about this if needed,
Wes

Wes Dudgeon, PhD
Chair, Dept. of Health & Human Performance
College of Charleston
Silcox 307
Phone: 843.953.6538
Fax: 843.953.6757
<http://hhp.cofc.edu/faculty-staff-listing/wes-dudgeon.php>

From: Thompson, Olivia Marie
Sent: Friday, February 5, 2021 6:32 PM
To: Dudgeon, Wes <dudgeonw@cofc.edu>
Cc: Ancrum, Zipora B <AncrumZ@cofc.edu>
Subject: Request to apply for Chair Position.

Wes:

Given the recent news that HEHP will be relocated to the School of Math and Sciences, I will put my name in the applicant pool for Chair.

If you could please let me know what materials need to be submitted and when the zoom interview is to be scheduled.

I have copied Zipora for scheduling purposes.

Thanks and have a great weekend,
Olivia

EXHIBIT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Vassilandonakis, Yiorgos <vassilandonakisy@cofc.edu>

Sent: Monday, March 1, 2021 11:11 AM

To: Andrew T. Hsu <President@cofc.edu>; Provost <Provost@cofc.edu>

Cc: Thompson, Olivia Marie <thompsonom@cofc.edu>; Wise, Carl A <wiseca@cofc.edu>; Long, Mark <LongM@cofc.edu>; Mikati, Rana <mikati@cofc.edu>; Rogers, Amy L <RogersAL@cofc.edu>; Vinas De Puig, Ricard <vinasdepuigr@cofc.edu>

Subject: Grievance Committee Resolution, March 1, 2021

Dear President Hsu & Provost Austin,

Attached please find the Grievance Committee resolution on a grievance brought to us by Prof. Olivia Marie Thompson.

The grievant and committee members are copied on this email.

Thank you for your continued support.

Sincerely,

Yiorgos Vassilandonakis, co-chair

Yiorgos Vassilandonakis, PhD
ASSOCIATE PROFESSOR,
MUSIC THEORY & COMPOSITION
SCHOOL OF THE ARTS
COLLEGE *of* CHARLESTON
66 GEORGE ST. | CHARLESTON, SC | 29424-0001

OFFICE: 843.953.3845 |
vassilandonakis@cofc.edu



March 1, 2021

President Andrew T. Hsu
Office of the President
Provost Suzanne Austin
Office of the Provost
College of Charleston

Dear President Hsu & Provost Austin,

The College of Charleston Faculty Grievance Committee (hereafter, “committee”) is writing to you as part of our resolution to a recent grievance by Associate Professor of HEHP Dr. Olivia Marie Thompson (hereafter, “grievant”).

The committee received a Notice of Grievance from the grievant dated February 22nd, accompanied by a copy of an email exchange between the grievant, Associate Professor Wes Dudgeon (then Chair of HEHP) and Dean Frances Welch, along with a letter from the grievant’s attorney addressed to the College of Charleston. Subsequently, the committee also received a copy of an active litigation with the grievant as the plaintiff and the College of Charleston along with named College employees and administrators as defendants.

The grievant’s ultimate goal in submitting this grievance to the committee is to make the President and the Provost aware of her interest to apply and to be considered for the position of Chair of HEHP, even though review is currently in progress, because she was not made aware of the Chair position opening due to failure to post an agenda or minutes for the faculty meeting in which the position was announced.

The committee met via zoom on Friday, February 26th, 2021. In attendance were Yiorgos Vassilandonakis (co-chair), Mark Long, Amy Rogers, Carl Wise, Rana Mikati, Ricard Vinas de Puig. Co-chair Beth Lloyd and committee member Jason Overby recused themselves from the proceedings due to their proximity to the Department and Schools involved in the grievance.

The meeting started with an interview of the grievant by the committee. The committee explained to the grievant the limited scope of its mission, and asked that the grievant not detail matters outside the specific grievance. The grievant confirmed that she is aware of the grievance process, and that her ultimate request was to be considered for the position of Chair of HEHP. She added that it was important for her that the President and Provost are aware of her interest in the Chair position and of the lapse of communication regarding the opening of the position in time for her to apply.

The grievant stated that the announcement of the Chair position was made during a department faculty meeting that took place on January 26th, which she did not attend due to the pending litigation. There was no agenda announced prior to the meeting, nor have minutes of the meeting been shared since, as is usually done. There was also no separate email or other communication

letting faculty know the opportunity to apply for Dept. Chair. The grievant learned of the vacancy in an email by HEHP Chair Wes Dudgeon to the faculty dated February 5th, in which, along with the announcement of the relocation of HEHP to the School of Math and Science, there was mention of his resignation and ongoing internal search for his replacement. The grievant made her interest in the position immediately known via email on February 6th addressed to Dean Fran Welch, the HEHP Chair and Ed Pope (Director of HR), and was notified by Dean Welch that she had missed the deadline. She has not since heard anything from senior administrators, and her attorney sent a letter to the College's attorney on February 8th, which has also not been answered. The grievant mentioned that Dean Fran Welch is among the defendants in the ongoing litigation in which she (the grievant) is plaintiff. She believes the deadline for applying for the chair's position (February 3rd) to be arbitrary and her request to be considered to be reasonable and valid.

The committee asked about the specific process for faculty meetings, the customary process of similar announcements in the department, and if there was perhaps another avenue of communication for the announcement of the position that the grievant had missed. The grievant answered that an agenda always comes before a faculty meeting, but one was not made available for the January meeting in question. Minutes are typically posted after meetings, but not so for this meeting to date, and there has been no other email mentioning the opportunity for the position. She added that usually Dean Welch meets with individual tenured faculty to inform them of the position and gauge interest; in fact, she has recently followed this approach for another similar position. The grievant also mentioned that she has limited interaction with HEHP faculty, other than electronic communication, because her office is in the Riley Center, and because of pending litigation, she does not attend meetings. It was, therefore, known that if the announcement was made in that meeting, the grievant would not be attending. Asked by the committee whether there was ambiguity about which Dean or School she belonged to due to the shifts in administration currently in progress, the grievant replied that Dean Welch and Chair Dudgeon were both aware of the shifts as well as of an MOU between her and the College. The grievant concluded by confirming that there has since been no announcement of a decision on the Chair position, and expressed her request to be considered.

During the committee's subsequent deliberation, it was noted that there is a possibility that there are legal reasons connected with the active litigation case that restrict certain administration officials from communicating with the grievant. The committee is also aware that according to the Faculty Administration Manual, *The Chairs are appointed by the Provost with the approval of the President, and serve at the pleasure of the Provost. The Provost will receive recommendations for new appointments from departmental faculty and the Dean of the school to whom the Department Chair is accountable* (pg. 37-38, D.2).

The committee resolved that this is a legitimate grievance, and that the grievant is an eligible candidate for the position of Chair of HEHP and should be allowed to express interest in and be considered for the position, given that the search is still in progress. President Hsu and Provost Austin would therefore be made aware of her interest in the position. We agreed that the lack of an agenda and minutes from the faculty meeting where the announcement was made, or a subsequent communication to eligible tenured faculty to announce the position so they can express interest, does not promote transparency in the selection process. Allowing the grievant to be considered for the position is reasonable and does not impose undue pressure or distress on the selection process.

Furthermore, the committee would like to suggest that some measures be adopted in future searches for Chairs to promote transparency, consistency and a level playing field. We understand the complexity of this process, the variability among different Schools and Deans, and we trust the Provost's vision and leadership. The committee suggests that, when possible, a clear path of communication with eligible faculty is introduced, a reasonable timeline is set, and a process is outlined, allowing interested faculty to express interest.

We thank you for your support of our faculty. Please let us know if you have any questions.
Thank you.

Sincerely,

Yiorgos Vassilandonakis (co-chair)

Mark Long

Rana Mikati

Amy Rogers

Ricard Vinas de Puig

Carl Wise

EXHIBIT D

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Vassilandonakis, Yiorgos <yassilandonakis@cofc.edu>

Sent: Friday, March 12, 2021 11:23 AM

To: Thompson, Olivia Marie <thompsonom@cofc.edu>

Cc: Wise, Carl A <wiseca@cofc.edu>; Long, Mark <LongM@cofc.edu>; Mikati, Rana <mikati@cofc.edu>; Rogers, Amy L <RogersAL@cofc.edu>; Vinas De Puig, Ricard <vinasdepuigr@cofc.edu>; Provost <Provost@cofc.edu>

Subject: Re: Grievance Committee Resolution, March 1, 2021

Dear Dr. Thompson and grievance committee members,

Attached you will find the Provost's response to the grievance brought to us by Dr. Thompson.

This concludes the process involving our committee.

Thank you all for your work.

Yiorgos Vassilandonakis, PhD

ASSOCIATE PROFESSOR,

MUSIC THEORY & COMPOSITION
SCHOOL OF THE ARTS

COLLEGE *of* CHARLESTON

66 GEORGE ST. | CHARLESTON, SC | 29424-0001

OFFICE: 843.953.3845 |

vassilandonakis@cofc.edu

March 10, 2021

Dear Dr. Vassilandonakis:

Thank you and your committee for the valuable services that you perform for the College of Charleston and the College of Charleston faculty. I appreciate your recommendation after the committee's hearing of a grievance submitted by Dr. Olivia Thompson, based primarily on her failure to make application for the position of chair of the HEHP department within the allotted time period. Dr. Thompson has claimed that the department meeting, of which she admittedly had notice, but elected not to attend, was not proceeded by a published agenda and not followed by minutes documenting those matters covered during the meeting.

Upon review, I find the meeting procedures and the protocol followed are reasonable; notice which included a general agenda, was sent to all prospective participants. The format and content of the meeting as to those matters covered, including Dr. Wes Dudgeon's announcing his intention to leave the chairmanship at the end of his five-year term, were routine and proper. The time period for submitting an application for the chair position was reasonable; all aspects have been vetted and confirmed as proper by Vice President of Human Resources Ed Pope of the College of Charleston. Therefore, I do not find it appropriate to exempt Dr. Thompson from our hiring practices and policies in this instance.

As acknowledged in your correspondence, Dr. Thompson has initiated a lawsuit naming the College of Charleston and certain personnel as defendants. Be assured that litigation has had no impact on the clear path of communication with Dr. Thompson or in any way interfered with her right and obligation to attend and participate in the meetings of her department.

In closing, I would like to thank you for your stated trust in my vision and leadership as provost, and I assure you that all policies and procedures are applied uniformly; Dr. Thompson's case is no exception.

Sincerely,

Suzanne

Suzanne Austin

Executive Vice President and Provost

College of Charleston

EXHIBIT E

Image File_3/30/2021

1. Stairwell leading up to Office 406 in the Silcox Building



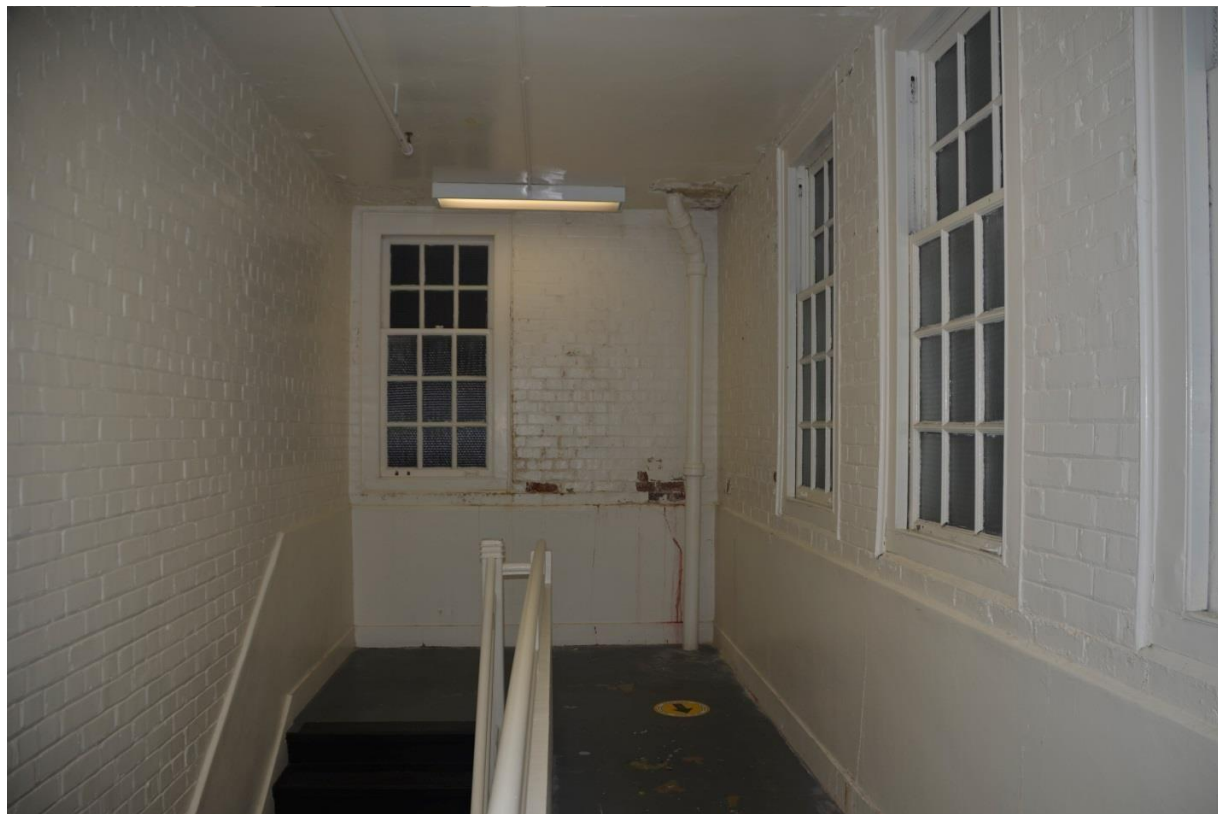


Image File_3/30/2021



2. Interior Hallway just outside of Office 406 in the Silcox Building



Image File_3/30/2021



Image File_3/30/2021



Image File_3/30/2021

3. Interior of Office 406 in the Silcox Building (Mold, Wood Rot, Compromised Asbestos Tiles)



Image File_3/30/2021



Image File_3/30/2021

4. Hallway Wall just outside of Office 406 in the Silcox Building



Image File_3/30/2021

5. Ceiling and Floor just outside of the Faculty Restroom and Reception in the Silcox Building



Image File_3/30/2021





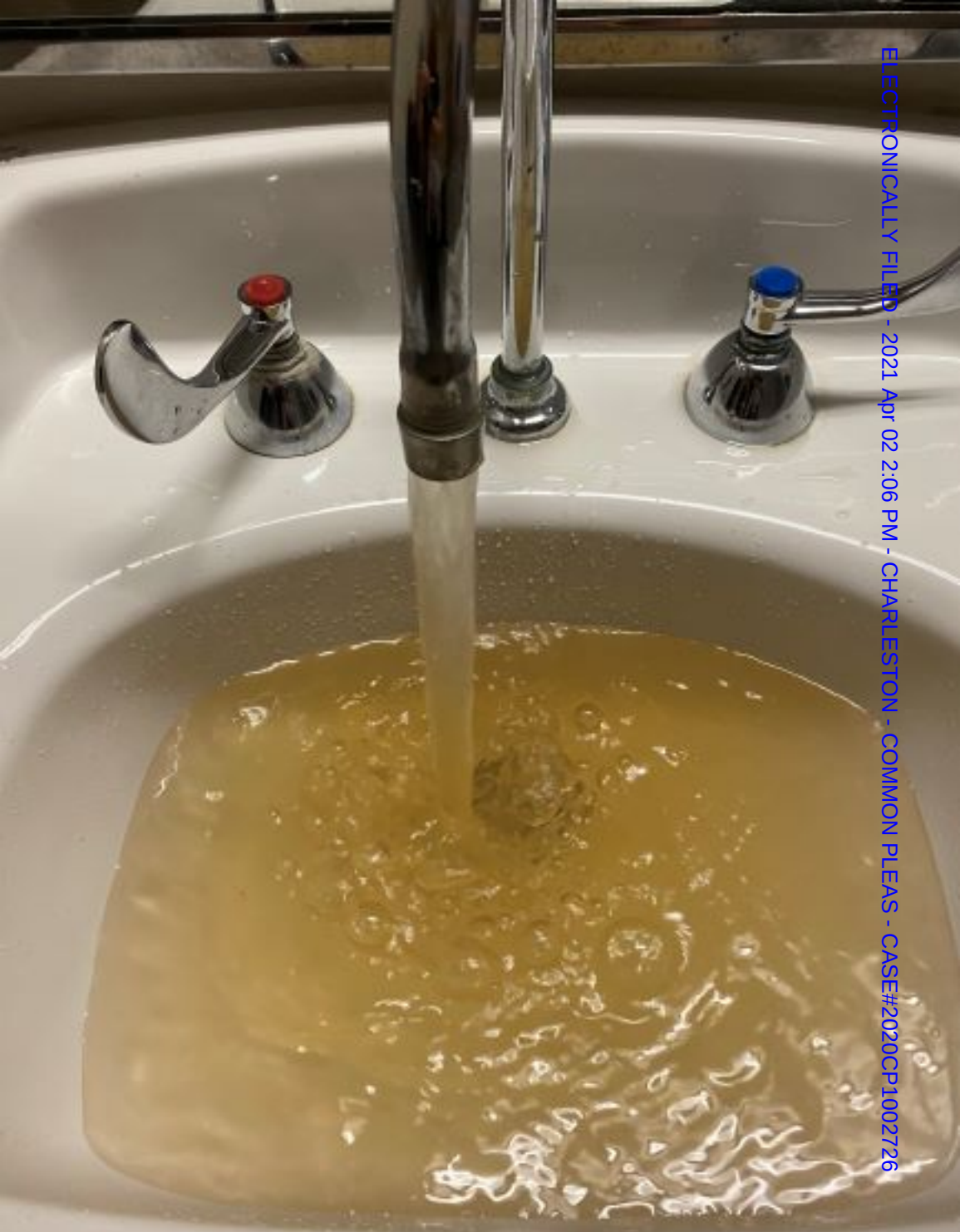












EXHIBIT F













EXHIBIT G

Frank Blanchard

From: Frank Blanchard
Sent: Wednesday, March 24, 2021 12:26 PM
To: Randell Stoney
Subject: Thompson v. College of Charleston
Attachments: College of Charleston IT Incident Comment Added (VOIP Telephone Help).pdf

Categories: Filed to ND
FilingIndicator: -1

Randell:

In follow up to our conversation this morning, I'm attaching scanned copies of the information that Olivia was sent by the College's IT department (I've redacted her forwarding emails to me). If you follow through the reports, Olivia reported to the IT this past Monday that she discovered over the weekend that her phone was missing from her office at the Riley Center. She requested a replacement phone. IT looked into the matter and advised her that Dr. Kendra Stewart had requested that Olivia's phone be disconnected back on December 18 during the holiday season. Olivia had not been notified of this fact or asked for her consent. She has been working remotely this school year due to Covid, thus she had not been at her physical office for several months. She had set up her office phone to forward her calls to her cellphone, thus she was unaware that none of her calls from students, faculty, etc. were actually being forwarded because her office phone had been disconnected. When IT contacted Dr. Wes Dudgeon about reconnecting a phone line for Olivia, he responded that Olivia has been or is being moved to the Silcox Building (406). Olivia had not been previously notified of that decision. She discovered that she has already been removed from the Riley Center website and directory. She has not been added to the HEHP website and she is not currently included in the College's online directory or organizational chart for faculty. From an online standpoint, it makes it look like she is no longer a professor at the College. Olivia contacted the College's facilities department about the Silcox location once she was told of Dr. Dudgeon's response email. She learned that the Silcox office currently doesn't have heat/air conditioning, hot water, or potable drinking water. I'll send you pictures of the Silcox office as well Olivia's current location at the Riley Center. Facilities advised her that the Silcox office will be undergoing substantial construction and renovation work starting during next month, including a new roof and new HVAC air handlers and ductwork. The building has asbestos ceiling tiles. I think they're recommending against anyone working in the building while the construction is ongoing due to the noise, dust, etc. Facilities told her that existing staff at that building are being moved to another location while the work is being done. Again, Olivia wasn't notified of any of this. Thanks for looking into this matter.

Frank Blanchard

|Attorney at Law|

151 Meeting Street, Suite 400
 Charleston, SC 29401
 |office| 843-577-6726
 |fax| 843-724-8036
 |direct phone| (843) 266-8123
 |direct fax| (843) 266-2232
 dblanchard@rosenhagood.com
 V-Card
 www.rosenhagood.com

OUR WEBSITE AND EMAIL HAVE CHANGED.

PLEASE CHANGE YOUR RECORDS ACCORDINGLY.

ROSEN | HAGOOD

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To comply with U.S. Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

ELECTRONICALLY FILED - 2021 Apr 02 2:06 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002726

EXHIBIT H

From: Amanda Moses <notify@teamdynamixapp.com>
Sent: Monday, March 29, 2021 7:18 AM
To: Thompson, Olivia Marie <thompsonom@cofc.edu>
Subject: College of Charleston IT Incident Updated (VOIP Telephone Help)

College of Charleston Incident Information

You may use the following link to view your ticket:

<https://cofc.teamdynamix.com/TDClient/1802/Portal/Requests/TicketRequests/TicketDet.aspx?TicketID=NL7zJBcwtMA>

To comment on this item, reply to this email.

Updated Incident Details

Amanda Moses commented on this incident on Mon 3/29/21 10:18 AM Eastern Daylight Time

Changed Status from **In Process** to **Awaiting Client Response**.

Changed Goes Off Hold from "Nothing" to "Wed 3/31/21 10:11 AM Eastern Daylight Time".

Olivia Thompson,

Good morning. I regret to inform you that per directions from our CIO and supervisors, we are not authorized to move your phone to the Riley Center. Your phone is still installed at Silcox. Please speak with your department supervisors if you have any questions about your office location.

Thank you,

Amanda
IT Service Desk
ITServiceDesk@cofc.edu
(843) 953-3375 Option #3

Connect with IT on Social Media!

Facebook - <http://www.facebook.com/CofCIT>

Twitter - <http://www.twitter.com/CofCIT>

Instagram - http://www.instagram.com/CofC_IT

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Ticket Summary

Requestor

Olivia Thompson

Acct/Dept

Health and Human Performance

Ticket ID

17449580

Status

Awaiting Client Response

Ticket Title

VOIP Telephone Help

Description

ISSUE:

User's phone number is 843-953-6752. It was disconnected on ID 16305796, but she was not informed. She needs a new line immediately.

ENVIRONMENT:

RESOLUTION:

To comment on this item, reply to this email.

EXHIBIT I

From: Dudgeon, Wes <dudgeonw@cofc.edu>

Sent: Monday, March 29, 2021 7:43 AM

To: Thompson, Olivia Marie <thompsonom@cofc.edu>; Ancrum, Zipora B
<AncrumZ@cofc.edu>

Subject: Offuce

Olivia-

Just a reminder that Zipora has your key and your office should be ready to go.

Thanks

Wes

Wes Dudgeon, PhD
Associate Professor and Chair
Dept. of Health & Human Performance
College of Charleston

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
 Olivia M. Thompson, Ph.D., M.P.H.,	)	MOTION TO COMPEL
Plaintiff,	)	DISCOVERY RESPONSES
	)	(College of Charleston)
-vs-	)	
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
_____	)	

TO DEFENDANT COLLEGE OF CHARLESTON:

PLEASE TAKE NOTICE THAT the Plaintiff Olivia M. Thompson, Ph.D., M.P.H., through the undersigned attorneys, pursuant to South Carolina Rule of Civil Procedure 37, hereby moves the Court as follows:

1. On March 16, 2021, Plaintiff served upon the Defendant College of Charleston's counsel, in writing, First Supplemental Requests for Production of Documents, pursuant to the applicable South Carolina Rules of Civil Procedure, a copy of which is attached hereto as Exhibit "A," and is incorporated herein by reference.

2. The responses to said discovery requests became due on April 20, 2021. However, Defendant has failed or refused to provide responses to the First Supplemental Requests for Production of Documents and said responses are now overdue.

3. After the discovery responses became overdue, Plaintiff's legal counsel spoke with Defendant's legal counsel by telephone on April 28, 2021 regarding the overdue discovery responses in an effort to avoid a motion to compel. Defendant's counsel advised at that time that the College of

Charleston would provide response to the requests. However, Defendant has since continued to fail to provide responses to the First Supplemental Requests for Production of Documents.

4. The College of Charleston has failed or refused to provide responses to the Plaintiff's First Supplemental Requests for Production of Documents served on March 16, 2021 and said responses are now overdue.

5. Plaintiff is informed and believes that the documents and information sought by the party are relevant to the pending lawsuit, or calculated to lead to discovery of relevant evidence, that the information is not subject to any privilege, and that the information and documents are, on information and belief, within the knowledge, custody, control, and/or possession of Defendant or its attorneys, employees, and agents.

6. As will be demonstrated in an affidavit of counsel to be filed, the Plaintiff has incurred legal fees and costs in preparing and prosecuting this motion. Accordingly, Plaintiff is entitled to an award of legal fees and costs pursuant to SCRPC 37(a)(4).

7. The undersigned, pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, hereby affirms as attorney for Plaintiff that consultation with opposing counsel was made before filing this motion, but the parties were not able to resolve the matter contained in this motion.

WHEREFORE, Plaintiff moves this Court (a) to require the Defendant College of Charleston to produce all of the documents which have been requested by Plaintiff as set forth in the First Supplemental Requests for Production of Documents attached hereto; (b) to award the Plaintiff her costs and attorneys' fees incurred in preparing and prosecuting this motion in an amount to be determined by the Court; and (c) to award such other and further relief as the Court may deem just and proper.

ROSEN, ROSEN & HAGOOD, LLC

/s/ Daniel F. Blanchard, III

Daniel F. Blanchard, III

dblanchard@rrhlawfirm.com

151 Meeting Street, Suite 400

P. O. Box 893 (29402)

Charleston, SC 29401

(843) 577-6726 telephone

(843) 724-8036 facsimile

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
May 17, 2021.

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	FIRST SUPPLEMENTAL
	)	REQUESTS FOR PRODUCTION
Plaintiff,	)	OF DOCUMENTS TO
	)	DEFENDANT COLLEGE OF
-vs-	)	CHARLESTON
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANT COLLEGE OF CHARLESTON:

Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (hereinafter "Plaintiff"), pursuant to South Carolina Rule of Civil Procedure 34, hereby requests that the Defendant produce for inspection and copying at the offices of Rosen Hagood, LLC, 151 Meeting Street, Suite 400, Charleston, South Carolina, 29401, and permit the attorneys for said Plaintiff to inspect, copy, or photograph the following documents or things which may be in the possession, custody, or control of Defendant or its attorneys. Each document provided in response to these requests should be identified according to the numbering of the requests below. These requests are deemed to be continuing. If Defendant becomes aware of other documents during the course of this proceeding that are responsive to the requests below, such documents must be made available to Plaintiff within 30 days after receipt of this information, but no later than 2 weeks before trial.

DEFINITIONS

The following definitions apply to these requests:

(a) "You" or "Your" refers individually, collectively, and/or alternatively to Defendant College of Charleston (or its parent, subsidiary, or affiliated entities) and shall embrace and include, in addition to said Defendant, its attorneys, agents, representatives, and others who have obtained information for or on behalf of such Defendant.

(b) "Plaintiff" means Olivia M. Thompson, Ph.D., M.P.H. or her attorneys, agents, and representatives.

(c) "Defendant" refers individually, collectively, and/or alternatively to Defendant College of Charleston, its attorneys, agents, employees, and representatives.

(d) The "Complaint" means the claim filed in this action by the Plaintiff.

(e) "Boeing" refers individually, collectively, and/or alternatively to The Boeing Company, its attorneys, agents, employees, and representatives (including, but not limited to, Jessica R. Williford, f/k/a Jessica R. Jackson; Kelley A. Halliwell; and Erin Fisher).

(f) "Welch" refers to Defendant Frances C. Welch, Ph.D., M.A.

(g) "Gibbison" refers to Defendant Godfrey A. Gibbison, Ph.D., M.S.

(h) "Tobin" refers to Defendant Christopher R. Tobin.

(i) "Foundation" refers individually, collectively, and/or alternatively to Defendant College of Charleston Foundation, Inc., its attorneys, agents, employees, and representatives.

(j) "Person" means natural persons, corporations, partnerships, sole proprietorships, unions, associations, federations, government agencies, or any other kind of entity.

(k) "Document" means documents and other tangible things as defined in the broadest sense permitted by the South Carolina Rules of Civil Procedure and shall include any printed, typewritten, handwritten, electronic, or otherwise recorded matter of whatever character, including without limitation: Originals or, if not available, true copies of all letters, memoranda, reports,

appraisals, evaluations, correspondence, communications, inter-office communications, intra-office memoranda, inter-company communications, announcements, agreements, contracts, deeds, plats, studies, photographs, statements, invoices, checks, journals, ledgers, telegrams, handwritten notes, periodicals, pamphlets, reports, computer or business machine printouts, accountants' work papers, accountants' statements and writings, notations or records of meetings, printers' galleys, books, papers, calendars, diary entries, speeches, public relations issues, advertising, annual and other reports including financial statements filed with appropriate state and federal authorities, documents filed with governmental agencies, office manuals, employee manuals, company rules and regulations, reports of experts, drafts and preliminary copies of any of the foregoing where such document is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original, tape recordings or other sound or visual reproduction materials and any other written matter, tangible or physical objects however produced or reproduced upon which words or phrases are affixed or from which by appropriate transcription such written matter or tangible thing may be produced, in the possession, custody or control of the person herein served or his agents, attorneys, or employees.

The term "documents" also includes any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced.

DOCUMENTS NOT PRODUCED

If any document requested below is claimed by you to be privileged, trial preparation materials, or otherwise non-discoverable based on some other reason, you are requested to state for each document the grounds upon which the privilege, trial preparation claim, or other objection or reason rests and to identify all such documents by specifying:

- (1) The type of document (for example, letter, memorandum, photograph, etc.);

- (2) The date the document was prepared;
- (3) The title of the document;
- (4) The person who prepared the document;
- (5) The person to whom the document was originally sent, if appropriate;
- (6) The present location of the document;
- (7) The present location of all copies of the document; and
- (8) The person or persons having possession, custody or control of the document and any copies of it.

If any document requested below has been destroyed or discarded, you are requested to identify the document destroyed or discarded in the same manner of identification as requested above for documents you claim are not discoverable and to explain when, how, and why the document ceases to exist.

DOCUMENTS REQUESTED

1. A copy of the “notice” and “general agenda” that was sent to all “prospective participants” as referenced in Suzanne Austin’s letter to Dr. Yiorgos Vassilandonakis dated March 10, 2021 (a copy of which has been produced as Bates-stamped PLF_0616 through PLF_0618). [In her letter, Dr. Austin states: “Upon review, I find the meeting procedures and the protocol followed are reasonable; notice which included a general agenda, was sent to all prospective participants.”]

2. Any distribution list, mailing list, invitation list, emails, correspondence, letters, memoranda, or other documents identifying the “prospective participants” to whom the “notice” and “general agenda” referenced in Request Number 1 herein-above were sent, transmitted, or

delivered and when, how, and/or in what format the “notice” and “general agenda” were sent, transmitted, or delivered to the individuals.

3. Any e-mails, correspondence, letters, or other documents memorializing, documenting, or confirming that the “notice” and “general agenda” as referenced in Suzanne Austin’s letter to Dr. Yiorgos Vassilandonakis dated March 10, 2021 (a copy of which has been produced as Bates-stamped PLF_0616 through PLF_0618) were sent, transmitted, or delivered to Plaintiff prior to or after the department faculty meeting that occurred on January 26, 2021.

4. Any written or electronic notice, position posting, position vacancy, job posting, or other document notifying or apprising potential applicants or interested faculty of the position opening or vacancy for the Chair of the College of Charleston’s Department of Health & Human Performance (hereinafter “HEHP”) that became available upon or with Dr. Wes Dudgeon’s resignation and/or the invitation or solicitation of candidates or applicants to fill the position.

5. Any written or electronic notice, position posting, job posting, or other document sent, transmitted, or delivered to Plaintiff notifying or apprising her of the position opening for the Chair of the HEHP that became available upon or with Dr. Wes Dudgeon’s resignation and/or inviting or soliciting Plaintiff to apply for or express her interest in the position.

6. A copy of the “hiring practices and policies” from which it would have been inappropriate to “exempt Dr. Thompson” as determined or discussed by Suzanne Austin in her letter to Dr. Yiorgos Vassilandonakis dated March 10, 2021 (a copy of which has been produced as Bates-stamped PLF_0616 through PLF_0618). [In her letter, Dr. Austin states: “Therefore, I do not find it appropriate to exempt Dr. Thompson from our hiring practices and policies in this instance.”]

7. Any policies, procedures, protocols, or hiring practices governing or applicable to the announcement of the position opening or vacancy, solicitation of interest in or applicants for the position, and consideration and selection of a replacement for the position of Chair of the HEHP that became available upon or with Dr. Wes Dudgeon's resignation.

8. Any response, reply, statement, or position summary given or provided by or on behalf of Defendant Welch to Dr. Yiorgos Vassilandonakis or the College of Charleston Faculty Grievance Committee relating to Plaintiff's Notice of Grievance dated February 22, 2021.

9. Any witness statements, affidavits, e-mails, letters, emails, responses, or other documents relating to or concerning the investigation, consideration, disposition, response or reply to, or resolution of Plaintiff's Notice of Grievance dated February 22, 2021.

If any of the documents or items requested are maintained in electronic format, Plaintiff hereby requests, in accordance with Rule 34 of the South Carolina Rules of Civil Procedure, that they be produced in electronic format.

ROSEN HAGOOD, LLC



Daniel F. Blanchard, III
dblanchard@rosenhagood.com
151 Meeting Street, Suite 400
P. O. Box 893 (29402)
Charleston, SC 29401
(843) 577-6726 telephone
(843) 724-8036 facsimile
ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
March 16, 2021.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Olivia M. Thompson, Ph.D., M.P.H.,)
Plaintiff,)
- vs-)
College of Charleston; College of)
Charleston Foundation, Inc.; Frances C.)
Welch, Ph.D., M.A.; Godfrey A. Gibbison,)
Ph.D., M.S.; and Christopher R. Tobin,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2020-CP-10-02726

CERTIFICATE OF SERVICE

TO: THE ABOVE-NAMED DEFENDANTS AND THEIR LEGAL COUNSEL:

I hereby certify that on the 16th day of March, 2021, true and correct copies of Plaintiff's First Supplemental Requests for Production of Defendant College of Charleston in the above-captioned action were deposited in the U.S. mail with sufficient first-class postage affixed thereto and addressed to:

Randell C. Stoney, Jr., Esquire
Barnwell Whaley Patterson & Helms, LLC
P.O. Drawer H
Charleston, SC 29402

Elliot Condon, Esquire
John Tiller, Esquire
Haynsworth Sinkler Boyd, P.A.
P.O. Box 340
Charleston, SC 29402

By: 
Daniel F. Blanchard, III, Esquire
ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	MOTION TO COMPEL
Plaintiff,	)	DISCOVERY RESPONSES
	)	(College of Charleston)
-vs-	)	
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
_____	)	

TO DEFENDANT COLLEGE OF CHARLESTON:

PLEASE TAKE NOTICE THAT the Plaintiff Olivia M. Thompson, Ph.D., M.P.H., through the undersigned attorneys, pursuant to South Carolina Rule of Civil Procedure 37, hereby moves the Court as follows:

1. On May 4, 2021, Plaintiff served upon the Defendant College of Charleston's counsel, in writing, Second Supplemental Requests for Production of Documents, pursuant to the applicable South Carolina Rules of Civil Procedure, a copy of which is attached hereto as Exhibit "A," and is incorporated herein by reference.

2. The responses to said discovery requests became due on June 8, 2021. However, Defendant has failed or refused to provide responses to the Second Supplemental Requests for Production of Documents and said responses are now overdue.

3. After the discovery responses became overdue, Plaintiff's legal counsel wrote to Defendant's legal counsel on June 11, 2021, requesting that the overdue discovery responses be provided by June 18, 2021 to avoid a motion to compel. A copy of the letter is attached hereto as Exhibit "B," and is incorporated herein by reference.

4. Defendant's counsel subsequently advised Plaintiff's counsel in a telephone voice message and follow up e-mail on June 17, 2021 that he was working on the responses. However, Defendant has since continued to fail to provide responses to the Second Supplemental Requests for Production of Documents.

5. The College of Charleston has failed or refused to provide responses to the Plaintiff's Second Supplemental Requests for Production of Documents served on May 4, 2021 and said responses are now fifteen days overdue.

6. Plaintiff is informed and believes that the documents and information sought by the party are relevant to the pending lawsuit, or calculated to lead to discovery of relevant evidence, that the information is not subject to any privilege, and that the information and documents are, on information and belief, within the knowledge, custody, control, and/or possession of Defendant or its attorneys, employees, and agents.

7. As will be demonstrated in an affidavit of counsel to be filed, the Plaintiff has incurred legal fees and costs in preparing and prosecuting this motion. Accordingly, Plaintiff is entitled to an award of legal fees and costs pursuant to SCRPC 37(a)(4).

8. The undersigned, pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, hereby affirms as attorney for Plaintiff that consultation with opposing counsel was made before filing this motion, but the parties were not able to resolve the matter contained in this motion.

WHEREFORE, Plaintiff moves this Court (a) to require the Defendant College of Charleston to produce all of the documents which have been requested by Plaintiff as set forth in the Second Supplemental Requests for Production of Documents attached hereto; (b) to award the Plaintiff her costs and attorneys' fees incurred in preparing and prosecuting this motion in an amount to be determined by the Court; and (c) to award such other and further relief as the Court may deem just

and proper.

ROSEN, ROSEN & HAGOOD, LLC

/s/ Daniel F. Blanchard, III

Daniel F. Blanchard, III

dblanchard@rrhlawfirm.com

151 Meeting Street, Suite 400

P. O. Box 893 (29402)

Charleston, SC 29401

(843) 577-6726 telephone

(843) 724-8036 facsimile

ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina

June 23, 2021.

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	SECOND SUPPLEMENTAL
	)	REQUESTS FOR PRODUCTION
Plaintiff,	)	OF DOCUMENTS & TANGIBLE
	)	THINGS TO DEFENDANT COLLEGE
-vs-	)	OF CHARLESTON
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
	)	
Defendants.	)	
_____	)	

TO THE DEFENDANT COLLEGE OF CHARLESTON:

Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (hereinafter “Plaintiff”), pursuant to South Carolina Rule of Civil Procedure 34, hereby requests that the Defendant produce for inspection and copying at the offices of Rosen Hagood, LLC, 151 Meeting Street, Suite 400, Charleston, South Carolina, 29401, and permit the attorneys for said Plaintiff to inspect, copy, or photograph the following documents or things which may be in the possession, custody, or control of Defendant or its attorneys. Each document provided in response to these requests should be identified according to the numbering of the requests below. These requests are deemed to be continuing. If Defendant becomes aware of other documents during the course of this proceeding that are responsive to the requests below, such documents must be made available to Plaintiff within 30 days after receipt of this information, but no later than 2 weeks before trial.

DEFINITIONS

The following definitions apply to these requests:

(a) "You" or "Your" refers individually, collectively, and/or alternatively to Defendant College of Charleston (or its parent, subsidiary, or affiliated entities) and shall embrace and include, in addition to said Defendant, its attorneys, agents, representatives, and others who have obtained information for or on behalf of such Defendant.

(b) "Plaintiff" means Olivia M. Thompson, Ph.D., M.P.H. or her attorneys, agents, and representatives.

(c) "Defendant" refers individually, collectively, and/or alternatively to Defendant College of Charleston, its attorneys, agents, employees, and representatives.

(d) The "Complaint" means the claim filed in this action by the Plaintiff.

(e) "Boeing" refers individually, collectively, and/or alternatively to The Boeing Company, its attorneys, agents, employees, and representatives (including, but not limited to, Jessica R. Williford, f/k/a Jessica R. Jackson; Kelley A. Halliwell; and Erin Fisher).

(f) "Welch" refers to Defendant Frances C. Welch, Ph.D., M.A.

(g) "Gibbison" refers to Defendant Godfrey A. Gibbison, Ph.D., M.S.

(h) "Tobin" refers to Defendant Christopher R. Tobin.

(i) "Foundation" refers individually, collectively, and/or alternatively to Defendant College of Charleston Foundation, Inc., its attorneys, agents, employees, and representatives.

(j) "Person" means natural persons, corporations, partnerships, sole proprietorships, unions, associations, federations, government agencies, or any other kind of entity.

(k) "Document" means documents and other tangible things as defined in the broadest sense permitted by the South Carolina Rules of Civil Procedure and shall include any printed, typewritten, handwritten, electronic, or otherwise recorded matter of whatever character, including without limitation: Originals or, if not available, true copies of all letters, memoranda, reports,

appraisals, evaluations, correspondence, communications, inter-office communications, intra-office memoranda, inter-company communications, announcements, agreements, contracts, deeds, plats, studies, photographs, statements, invoices, checks, journals, ledgers, telegrams, handwritten notes, periodicals, pamphlets, reports, computer or business machine printouts, accountants' work papers, accountants' statements and writings, notations or records of meetings, printers' galleys, books, papers, calendars, diary entries, speeches, public relations issues, advertising, annual and other reports including financial statements filed with appropriate state and federal authorities, documents filed with governmental agencies, office manuals, employee manuals, company rules and regulations, reports of experts, drafts and preliminary copies of any of the foregoing where such document is not an identical copy of an original or where such copy contains any commentary or notation whatsoever that does not appear on the original, tape recordings or other sound or visual reproduction materials and any other written matter, tangible or physical objects however produced or reproduced upon which words or phrases are affixed or from which by appropriate transcription such written matter or tangible thing may be produced, in the possession, custody or control of the person herein served or his agents, attorneys, or employees.

The term "documents" also includes any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced.

DOCUMENTS NOT PRODUCED

If any document requested below is claimed by you to be privileged, trial preparation materials, or otherwise non-discoverable based on some other reason, you are requested to state for each document the grounds upon which the privilege, trial preparation claim, or other objection or reason rests and to identify all such documents by specifying:

- (1) The type of document (for example, letter, memorandum, photograph, etc.);

- (2) The date the document was prepared;
- (3) The title of the document;
- (4) The person who prepared the document;
- (5) The person to whom the document was originally sent, if appropriate;
- (6) The present location of the document;
- (7) The present location of all copies of the document; and
- (8) The person or persons having possession, custody or control of the document and any copies of it.

If any document requested below has been destroyed or discarded, you are requested to identify the document destroyed or discarded in the same manner of identification as requested above for documents you claim are not discoverable and to explain when, how, and why the document ceases to exist.

DOCUMENTS OR TANGIBLE THINGS REQUESTED

1. The two iMac desktop computers that were removed from cubical offices in front of Dr. Olivia M. Thompson's office (Room 230A) at the Joseph P. Riley, Jr. Center for Livable Communities (hereinafter "Riley Center") on or after April 5, 2021.

2. Copies of the campus security or campus police incident reports, investigative reports, or other similar reports relating to the removal of two iMac desktop computers from cubical offices in front of Dr. Thompson's office at the Riley Center that occurred on or after April 5, 2021 and/or the identity of the person(s) who removed the computers.

3. The security camera footage or video tape(s) identifying or depicting the person(s) who accessed the cubical offices in front of Dr. Thompson's office at the Riley Center from April 5, 2021 through April 16, 2021, including but not limited to any footage identifying or depicting

the person(s) who removed the two iMac desktop computers from the cubical offices in front of Dr. Thompson's office at the Riley Center that occurred on or after April 5, 2021.

If any of the documents or items requested are maintained in electronic format, Plaintiff hereby requests, in accordance with Rule 34 of the South Carolina Rules of Civil Procedure, that they be produced in electronic format.

ROSEN HAGOOD, LLC



Daniel F. Blanchard, III
dblanchard@rosenhagood.com
151 Meeting Street, Suite 400
P. O. Box 893 (29402)
Charleston, SC 29401
(843) 577-6726 telephone
(843) 724-8036 facsimile
ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
May 4, 2021.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Olivia M. Thompson, Ph.D., M.P.H.,)
)
Plaintiff,)
)
-vs-)
)
College of Charleston; College of)
Charleston Foundation, Inc.; Frances C.)
Welch, Ph.D., M.A.; Godfrey A. Gibbison,)
Ph.D., M.S.; and Christopher R. Tobin,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2020-CP-10-02726

CERTIFICATE OF SERVICE

TO: THE ABOVE-NAMED DEFENDANTS AND THEIR LEGAL COUNSEL:

I hereby certify that on the 4th day of May, 2021, a true and correct copy of Plaintiff's Second Supplemental Requests for Production of Documents and Tangible Things to Defendant College of Charleston in the above-captioned action was deposited in the U.S. mail with sufficient first-class postage affixed thereto and addressed to:

Randell C. Stoney, Jr., Esquire
Barnwell Whaley Patterson & Helms, LLC
P.O. Drawer H
Charleston, SC 29402

Elliot Condon, Esquire
John Tiller, Esquire
Haynsworth Sinkler Boyd, P.A.
P.O. Box 340
Charleston, SC 29402

By: 

Daniel F. Blanchard, III, Esquire
ATTORNEYS FOR PLAINTIFF

EXHIBIT B

ROSEN | HAGOOD

Daniel F Blanchard, III
dblanchard@rosenhagood.com
843-266-8123

June 11, 2021

VIA E-MAIL ONLY:

Randell C. Stoney, Jr., Esquire
Barnwell Whaley Patterson & Helms, LLC
288 Meeting Street, Suite 200
P.O. Drawer H
Charleston, SC 29402

Re: Olivia M. Thompson, Ph.D, M.P.H. v. College of Charleston et al.
Case No. 2020-CP-10-02726

Dear Randell:

My calendar indicates that the College of Charleston's responses to the Plaintiff's Second Supplemental Requests for Production of Documents were due on June 8, 2021, but we haven't received any responses. Would you please have your client's responses to me by next week so that we can avoid a motion to compel? Thank you in advance for your attention to this matter.

With best regards, I am

Sincerely,



Daniel F. Blanchard, III

DFB/db

Cc: Dr. Olivia M. Thompson
Elliot Condon, Esquire
John Tiller, Esquire

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	SUPPLEMENTAL
Plaintiff,	)	MOTION FOR TEMPORARY
	)	RESTRAINING ORDER AND
-vs-	)	PRELIMINARY INJUNCTION
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
_____	)	

TO THE DEFENDANTS ABOVE-NAMED:

PLEASE TAKE NOTICE THAT the Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (hereinafter "Plaintiff"), through her undersigned attorneys, hereby moves the Court for a temporary restraining order and preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining *pendente lite* the Defendant College of Charleston (hereinafter "CofC"), and its officers, agents, employees, attorneys, and all those in active concert or participation with said Defendant, as follows:

- a. from breaching, contravening, or disregarding the terms and provisions of that written Memorandum of Understanding dated July 17, 2014 (hereinafter "MOU") that was executed and agreed to by Plaintiff and Defendants CofC and Frances C. Welch, Ph.D., M.A. (hereinafter "Dr. Welch") and others;
- b. from at any time and in any manner whatsoever denying Plaintiff access to or the use of, or otherwise preventing Plaintiff from having access to or the use of, Plaintiff's Faculty Office located in the CofC's Joseph P. Riley, Jr. Center for Livable Communities ("Riley Center") at 176 Lockwood Boulevard, Charleston, South Carolina, as appropriate for a full-time tenured Associate Professor of Defendant CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide Plaintiff with a fully functional key card to the exterior door on the first floor of the Riley Center for Plaintiff to use for purposes of accessing and using Plaintiff's Faculty Office;

- c. from at any time and in any manner whatsoever denying Plaintiff access to and the use of, or otherwise preventing Plaintiff from having access to or the use of, any other facilities of Defendant CofC of whatever kind and wherever located as appropriate for a full-time tenured Associate Professor of Defendant CofC, including without limitation, all classrooms and all other instructional areas available to Instructional Faculty of the CofC for purposes of performing her responsibilities as an employee of the CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide to Plaintiff a fully functional key card or other type of key as necessary for opening the exterior and interior doors of all such facilities for Plaintiff to so access and use; and
- d. from at any time and in any manner whatsoever engaging in any retaliation against or harassment or intimidation of Plaintiff for her bringing this civil action against Defendant CofC or otherwise lawfully exercising her legal rights.

This motion supplements the verified Motion for Preliminary Injunction previously filed by Plaintiff in this action on April 2, 2021. As discussed below, notwithstanding the pendency of this action and the filing of Plaintiff's previous Motion for Preliminary Injunction, Defendant CofC has continued to engage in retaliatory conduct, harassment, and intimidation towards Plaintiff even while this litigation has been ongoing. A preliminary injunction is necessary and appropriate to maintain the status quo that existed before Defendant CofC engaged in the matters that are contested in this litigation and to prevent irreparable harm, damage, and injury to the Plaintiff.

In support of the motion, Plaintiff will show as follows:

1. Plaintiff is a full-time tenured Associate Professor of Defendant College of Charleston ("CofC"), being employed full-time as Instructional Faculty continuously since August 2011.
2. On June 24, 2020, Plaintiff commenced this civil action against Defendant CofC and other defendants by duly filing with the Clerk of Court a Complaint verified by her wherein in part she demanded judgment for legal and equitable relief against the Defendants therein, including without limitation, for an order granting a temporary, preliminary, and permanent

injunction restraining and enjoining Defendant CofC and others from engaging in certain conduct relative to her, and requiring Defendant CofC and others to immediately perform certain acts relative to her. The Verified Complaint alleges the following causes of action:

- (1) Declaratory Judgment Action against Defendant CofC;
- (2) Breach of Contract/Breach of Covenant of Good Faith and Fair Dealing against Defendant CofC;
- (3) South Carolina Payment of Wages Act violation against Defendants CofC and Welch;
- (4) Intentional Interference with Contract against all Defendants;
- (5) Intentional Interference with Prospective Economic Advantage against all Defendants;
- (6) Defamation against all Defendants;
- (7) Civil Conspiracy against all Defendants;
- (8) Temporary, Preliminary, and Permanent Injunction against Defendants CofC and Welch;
- (9) Conversion against Defendants Foundation and Tobin; and
- (10) Attorney's Fees and Costs pursuant to S.C. Code Ann. § 15-77-300 against Defendant CofC.

3. Among other relief, Plaintiff's verified Complaint seeks an order enforcing the terms and provisions of the written MOU. The verified Complaint also specifically seeks to restrain and enjoin Defendant CofC and others from breaching, contravening, or disregarding the MOU's terms and provisions. To date no relief has been granted to Plaintiff. For purposes of the within motion, Plaintiff hereby incorporates by reference and reasserts all the facts stated in her verified Complaint filed in this action as if reiterated herein verbatim.

4. The MOU was specifically agreed upon and executed by Plaintiff and the CofC to directly address and resolve certain retaliation, harassment, and other unlawful conduct that Dr. Welch had directed towards and against Plaintiff. Dr. Welch had engaged in unlawful and improper actions to interfere with, undermine, and subvert Plaintiff's Boeing-funded work. Dr. Welch had also inappropriately inserted herself into Plaintiff's tenure and promotion process, had surreptitiously met with then-President Glenn McConnell just before he rendered his tenure and

promotion decision, and had made false, misleading, and disparaging claims about Plaintiff in an unsuccessful attempt to deny Plaintiff tenure and cause her termination from the CofC. Dr. Welch also attempted to terminate Plaintiff during the course of her third-year review conducted during the CofC's 2013-2014 academic year and to reassign Plaintiff's Boeing grants to other faculty.

5. Under the express terms of the MOU, the CofC agreed to transfer or move Plaintiff from the CofC's School of Education, Health, and Human Performance (hereinafter "EHHP") and place her into the CofC's School of Humanities and Social Sciences (hereinafter "HSS") on August 16, 2014, thereby removing Plaintiff from under Dr. Welch's supervision. The MOU further required that Plaintiff's tenure-track faculty line, physical office, and administrative location be moved to the Riley Center. The MOU mandated that Plaintiff report directly to Dr. Kendra Stewart "who will serve in the functional role as [Plaintiff's] department chair."

6. The purpose of the agreed upon MOU was to relieve Plaintiff of any further accountability to Dr. Welch, to remove Dr. Welch from having any supervisory role over Plaintiff or her tenure-track, and to preclude Dr. Welch from retaliating against Plaintiff and further adversely interfering with and affecting Plaintiff's Boeing-funded work. Plaintiff was specifically removed from Dr. Welch's report so that she could effectively administer her grants without interference from and retaliation by Dr. Welch, and so she could secure additional grant funding (most notably from Boeing) for the benefit of the CofC as well as Plaintiff.

7. Pursuant to the MOU, the CofC did transfer Plaintiff from EHHP and placed her in HSS effective on August 16, 2014. Additionally, pursuant to the MOU, Plaintiff did report directly to Dr. Stewart, who served as her Department Chair, and Plaintiff's tenure-track faculty line, office, and any grant-related offices were moved from EHHP to the Riley Center, where they became administratively housed or located.

8. However, a few years later, on or about July 1, 2019, Dr. Welch became the CofC's Interim Provost and Executive Vice President for Academic Affairs. Shortly thereafter, on August 29, 2019, despite Plaintiff's MOU or contract with the CofC and without prior consultation with Plaintiff or her consent, Dr. Welch unilaterally purported to move or transfer Plaintiff from HSS back to EHHP and into EHHP's Department of Health and Human Performance (hereinafter "HEHP"), which action would remove Plaintiff from Dr. Stewart's report and ultimately again place Plaintiff under Dr. Welch's supervision, who, as announced by the CofC, would be resuming the position of Dean of EHHP effective on July 1, 2020, all setting the stage for Dr. Welch to again have the opportunity to retaliate against Plaintiff and to adversely interfere with and affect not only Plaintiff's Boeing-funded work and the SFS Program, but also her instructional work, promotion, and tenure-track at the CofC.

9. Plaintiff subsequently commenced this civil action against Defendant CofC and others on June 24, 2020, when it became clear that the CofC no longer intended to honor or comply with its contractual obligations under the MOU and the Defendants' interference with Plaintiff's Boeing-funded work had caused and would continue to cause financial harm to Plaintiff. On March 17, 2020, as a direct result of interference and other wrongful conduct by Welch and others, Boeing had notified Plaintiff of its decision to irrevocably pull back or withdraw its grant funding for Plaintiff's program, thereby causing significant monetary harm and other damages to Plaintiff.

10. On April 2, 2021, Plaintiff duly filed a Motion for Preliminary Injunction in this action verified by her wherein in part she moved the Court for a preliminary injunction restraining and enjoining Defendant CofC and its officers, agents, employees, attorneys, and all those in active concert or participation with them, in the manner and particulars itemized therein. The motion sought *inter alia* a preliminary injunction enjoining and restraining the CofC from unilaterally

breaching, contravening, and disregarding the terms and provisions of the MOU. The motion was prompted by continued harassment and retaliation of Plaintiff by Dr. Welch and others that had continued to occur even after this lawsuit had been commenced. To date no hearing has been held on the Motion for Preliminary Injunction, and no relief has been granted to Plaintiff. For purposes of this motion, Plaintiff hereby incorporates by reference and reasserts all the facts stated in her verified Motion for Preliminary Injunction as if reiterated herein verbatim.

11. Despite the commencement of this lawsuit and the filing of Plaintiff's Motion for Preliminary Injunction, Defendant CofC has continued to engage in harassment, retaliation, and intimidation against Plaintiff.

12. On Tuesday, June 29, 2021, at about 10:15 P.M., and while Plaintiff was driving home from grocery shopping on Lockwood Boulevard and in the vicinity of the Riley Center, where Plaintiff's Faculty Office is located, she noticed that lights were on in the Riley Center and that a CofC Department of Public Safety ("DPS") motor vehicle was parked in the parking lot. Plaintiff parked her automobile next to the DPS motor vehicle and asked the male DPS Officer sitting in the front passenger's seat if he would let her into the Riley Center so that she could access her Faculty Office and make a photocopy of a chapter of the book she was editing. Plaintiff requested the officer to assist her with accessing the building so that she could enter her own Faculty Office. Plaintiff's key card to open the exterior door on the first floor of the Riley Center had become nonfunctional several months prior. However, in the past, DPS Officers had routinely allowed Plaintiff into the Riley Center to work in her Faculty Office after hours and on weekends.

13. On this occasion, the DPS Officer exited the vehicle and asked Plaintiff for her name, CW identification number, and identification, which Plaintiff provided. Immediately thereafter, the officer, together with a second male DPS Officer, walked with Plaintiff to the Riley

Center and used a key card to open the exterior door on the first floor of the building, thereby granting her after-hours access to and use of her Faculty Office. Both DPS Officers entered the Riley Center with Plaintiff and accompanied her to her Faculty Office on the second floor of the office building. As her key to the interior door of her Faculty Office was at her residence, the DPS Officers unlocked the interior door of her Faculty Office and walked away.

14. Plaintiff, upon entering her Faculty Office on the evening of June 29, 2021, immediately noticed that there were several seemingly new Mac computers sitting in cubicle stations located outside of Plaintiff's Faculty Office. During April 2021, two Mac computers that had been purchased with grant funds from one of Plaintiff's Boeing grants were suddenly removed from the cubicle stations located outside of Plaintiff's Faculty Office where they had been positioned for her use. The computers were missing. This removal of the computers occurred without Plaintiff's knowledge, authorization, or consent. When Plaintiff discovered the removal of the computers in April of 2021, she immediately reported them to DPS as being stolen or otherwise removed without authorization. Plaintiff further contacted the CofC's IT Department and requested that they conduct a search for the computers using their tracking software. The IT Department advised Plaintiff that they did perform a search for the missing computers, but were unable to locate the machines.

15. Plaintiff has also requested the CofC to provide her with information regarding the removal of the Mac computers, including without limitation, a copy of the relevant security videotape of the area where the computers were so positioned and a copy of the written report of the DPS investigation. The CofC has refused to disclose to Plaintiff who was involved in removing the computers from the cubicle stations located outside of Plaintiff's Faculty Office or to reveal to Plaintiff who authorized or permitted this to occur. Plaintiff has since learned that Angela B.

Mulholland (“Ms. Mulholland”), the CofC’s General Counsel, had inexplicably directed the DPS to withhold and not to provide or release any such information to Plaintiff. Plaintiff’s request for this information is the subject of a Motion to Compel filed by Plaintiff in this action on June 24, 2021, which has not yet been heard or ruled on by the Court.

16. On the evening of June 29, 2021, for the purpose of checking whether any of these seemingly new Mac computers that Plaintiff observed outside of her Faculty Office included the same two computers which she had previously reported to DPS as being stolen or otherwise removed, Plaintiff picked up or turned over several of the computers to locate and examine their serial numbers, and while doing so she heard the exterior door on the first floor of the Riley Center open, whereupon she walked to the stairway and called out to see who had entered the Riley Center. The two DPS Officers who had initially granted Plaintiff entry to the Riley Center responded by saying that they were just going to hang out for a while in the Riley Center.

17. Plaintiff walked back to the computer that she was last examining, and suddenly three DPS Officers (the two DPS Officers who had granted her entry to the Riley Center, together with a third male DPS Officer) climbed the stairway and abruptly charged at her in an aggressive manner while holding their hands on their holstered handguns as though they were about to pull their weapons and point or fire them at her. The officers’ conduct was extremely aggressive, intimidating, and frightening to Plaintiff, who was unarmed and had not acted in a threatening or improper manner. Plaintiff feared for her safety and physical well-being. Plaintiff had never before experienced such aggressive and intimidating behavior by security officers, especially by the CofC’s DPS Officers. At that particular moment, Plaintiff had no idea why these three DPS Officers were coming at her in such an aggressive and threatening manner, as they knew her identity and she had not done anything wrong while in the Riley Center or otherwise. Plaintiff was

terrified that something very bad was happening or about to happen to her, including that the officers may detain, arrest, or harm her or worse. Plaintiff feared for her safety and well-being.

18. While continuing to so charge at Plaintiff in an aggressive manner, the third male DPS Officer, Officer Shaffer, screamed or shouted at Plaintiff to stop and put the computer she was holding down. The officers acted as if Plaintiff was breaking the law or doing something illegal by examining the computer.

19. Officer Shaffer then informed Plaintiff that DPS had been directed by the CofC's General Counsel (Ms. Mulholland) that Plaintiff was no longer allowed to be in the Riley Center (where Plaintiff's Faculty Office is located), and that he was there to physically remove or escort her out of the Riley Center. Plaintiff's physical office as an Associate Professor of the CofC is at the Riley Center. It is where she keeps her office desk, chair, computer, books, journals, pictures, diplomas, desk items, and other personal affects. Plaintiff's campus mailbox is still located in the Riley Center.

20. Plaintiff requested that she be allowed to telephone or contact her legal counsel in this civil action (Daniel F. Blanchard, III, Esquire) to request his intervention in the matter, but the DPS Officers denied her request and would not permit her to contact her counsel. Plaintiff did not resist any of the officers and complied with their directives even though she did not understand or agree with the basis or reason for the General Counsel's directive. Plaintiff was removed from the premises and was not allowed to remove or recover her office desk, chair, computer, books, journals, pictures, diplomas, desk items, or other personal affects, which are still present in her Faculty Office in the Riley Center. Plaintiff has no ability to access or recover her personal items in the Riley Center at this point in time.

21. None of the three DPS Officers offered or provided to Plaintiff any explanation whatsoever as to why she was no longer allowed to be in the Riley Center or why she had never before been notified of the CofC's General Counsel's directive to DPS that she was no longer permitted to be in the Riley Center. Plaintiff had not previously been notified by the CofC or Ms. Mulholland that she was no longer permitted to access her Faculty Office in the Riley Center.

22. As the three DPS Officers physically escorted Plaintiff out of the Riley Center, Officer Shaffer instructed her that he needed to search her purse to check whether she had stolen anything from her own office. Officer Shaffer demanded that Plaintiff immediately empty the contents of her purse for his inspection and search. Plaintiff complied with Officer Shaffer's directive and was forced to tolerate and endure the officer's embarrassing, humiliating, and unwarranted intrusion into her privacy and personal property. Plaintiff feared what would happen if she resisted or refused Officer Shaffer's demand. Officer Shaffer, together with one of the other two DSP Officers, then rummaged through and inspected the contents of Plaintiff's purse and private belongings while the other of the other two DPS Officers guarded the exterior door to the Riley Center (which effectively blocked or prevented Plaintiff from trying to exit the building). The CofC's DPS, apparently at the directive of the CofC's General Counsel, treated Plaintiff like a suspected criminal without any basis or reason for doing so.

23. Officer Shaffer was satisfied that no property of the CofC was in Plaintiff's purse, whereupon he allowed Plaintiff to return her personal items to her purse. After Plaintiff had finished placing her personal items back into her purse, Officer Shaffer, together with the other two DPS Officers, stayed with Plaintiff and followed her out of the Riley Center to the area of her parked automobile. When they reached Plaintiff's automobile, the three DPS Officers stopped and stood together in a line with their hands on their holstered handguns and on what appeared to be

tasers, and remained in such an aggressive, intimidating, and threatening stance while continuing to stare at or watch Plaintiff until she entered her automobile and drove out of the parking lot. During the period while Plaintiff was being lead down the stairwell and was thereafter emptying the contents of her purse in front of the officers, Officer Shaffer's hand was placed on what appeared to be a taser. He appeared to be prepared to use the taser on Plaintiff if she did not comply with his directives. A true and correct copy of a photograph that Plaintiff took of Officer Shaffer on her Smartphone is attached hereto as "Exhibit A" and is incorporated herein by reference.

24. Once Plaintiff was outside of the Riley Center, Officer Shaffer instructed her that as directed by the CofC's General Counsel, she was no longer permitted to be in the parking lot or otherwise on the Riley Center's premises. It was clear to Plaintiff that the DPS Officers meant to emphatically demonstrate to her that she was not welcome or allowed at the Riley Center and that she should never again try to return or gain entry to her Faculty Office in the Riley Center. None of the three DPS Officers provided to Plaintiff any explanation as to why she was no longer permitted to be in the parking lot or otherwise on the premises of the Riley Center (where her Faculty Office is located) or why she had never before been notified of the CofC's General Counsel's directive to DPS that she was no longer permitted to be in the parking lot or otherwise on the premises of the Riley Center.

25. To date Plaintiff has not received from the CofC or any of its officers, agents, employees, or attorneys, including without limitation, Ms. Mulholland or any Officers of Defendant CofC's DPS, any documentation or any form of electronic communication notifying her that even though she is a full-time tenured Associate Professor of the CofC, being employed full-time as Instructional Faculty continuously since August 2011, and having her Faculty Office in the Riley Center containing her office desk, chair, computer, books, journals, pictures, diplomas,

desk items, and other personal affects that she regularly uses in performing her responsibilities as an employee of the CofC, that she is no longer permitted to be in the parking lot or otherwise on the premises of the Riley Center.

26. As noted above, the MOU expressly provides that Plaintiff's tenure-track faculty line, physical office, and administrative location be at the Riley Center. However, Plaintiff presently lacks any degree of certainty, assurance, or comfort as a full-time tenured Associate Professor of the CofC regarding which facilities of the CofC she is now permitted to access and use, if any, and during what days and time periods she may do so, without running afoul of some additional undisclosed mandate or directive of the CofC's General Counsel and thereby unknowingly subjecting herself to further egregious intimidation, fear for her physical well-being, arrest and detention, or physical harm. Such circumstances are entirely untenable and constitute further harassment, retaliation, and intimidation of Plaintiff because she has exercised her rights in bringing this civil action against the CofC and others to enforce her rights under the MOU and applicable laws.

27. In so preventing Plaintiff from having access to and the use of her Faculty Office located in the Riley Center as appropriate for a full-time tenured Associate Professor of the CofC, the CofC has directly breached, contravened, and repudiated the terms and provisions of the written MOU and is intentionally and purposefully interfering with Plaintiff's ability to timely and properly perform her responsibilities as an employee of the CofC, all due to no fault of Plaintiff in any manner whatsoever, and the CofC is intentionally and purposefully subjecting Plaintiff to ongoing and continuing harassment, intimidation, as well as immediate and irreparable injury, loss, and damage personally and professionally of an ever increasing magnitude, including without limitation, severe emotional and mental distress, embarrassment, humiliation, indignity, the

inability to conduct in-person meetings with students and others in her Faculty Office, and the inability to access books, journals, and other materials and equipment located in and about her Faculty Office that she regularly uses in performing her responsibilities as a full-time tenured Associate Professor of the CofC.

28. Upon information and belief, the CofC, by and through its General Counsel or otherwise, may already have issued or is in the process of issuing a directive or other form of authoritative instruction to DPS or others associated with and acting on behalf of the CofC that Plaintiff is to be denied access to or the use of, or otherwise prevented from accessing or using, other facilities of the CofC, thereby subjecting her to further harassment, intimidation, and immediate and irreparable injury, loss, and damage personally and professionally. As a result of the CofC's actions prior to and since the commencement of this action, Plaintiff presently feels unwelcome and unsafe trying to access or use any of the CofC's offices or premises, including her own Faculty Office in the Riley Center.

29. Upon information and belief, the CofC's conduct relative to Plaintiff occurring by and through its General Counsel and the DPS Officers as described hereinabove is wholly without just cause and violates the clear terms and provisions of the MOU, and in whole or in part was perpetrated to retaliate against, harass, intimidate, and otherwise purposefully harm her for bringing this civil action against Defendants and otherwise lawfully exercising her legal rights.

30. Plaintiff seeks a preliminary injunction maintaining the status quo that existed before Defendant CofC engaged in the contested matters involving Plaintiff's MOU dated July 17, 2014. Specifically, Plaintiff seeks a preliminary injunction during this litigation restraining and enjoining Defendants CofC and Welch from (a) breaching, contravening, or disregarding the MOU's terms and provisions; (b) denying Plaintiff access to or the use of, or otherwise preventing

Plaintiff from having access to or the use of, Plaintiff's Faculty Office located in the Riley Center; and in furtherance thereof, ordering Defendant CofC to immediately provide Plaintiff with a fully functional key card to the exterior door on the first floor of the Riley Center for Plaintiff to use for purposes of accessing and using Plaintiff's Faculty Office; (c) denying Plaintiff access to and the use of, or otherwise preventing Plaintiff from having access to or the use of, any other facilities of Defendant CofC of whatever kind and wherever located as appropriate for a full-time tenured Associate Professor of Defendant CofC, including without limitation, all classrooms and all other instructional areas available to Instructional Faculty of the CofC for purposes of performing her responsibilities as an employee of the CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide to Plaintiff a fully functional key card or other type of key as necessary for opening the exterior and interior doors of all such facilities for Plaintiff to so access and use; and (d) engaging in any retaliation against or harassment or intimidation of Plaintiff for her bringing this civil action against Defendant CofC or otherwise lawfully exercising her legal rights.

31. Unless Defendant CofC is restrained and enjoined by Order of this Court, Plaintiff will suffer irreparable harm, damage, and injury, in that she will lose the benefits and protection of the MOU; she will be subjected to Defendant CofC's continued retaliation, harassment, and intimidation; she will suffer interference with her ability to timely and properly perform her responsibilities as an employee of the CofC, including but not limited to the inability to conduct in-person meetings with students and others in her Faculty Office, and the inability to access her computer, books, journals, and other materials and equipment located in and about her Faculty Office used to perform her responsibilities as a full-time tenured Associate Professor of the CofC; she will suffer injury to reputation and professional standing; and she will suffer severe emotional and mental distress, embarrassment, humiliation, and indignity.

32. Plaintiff can demonstrate a likelihood of success on the merits of her claims and she has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by the Defendant. Prior to the issuance of the injunction prayed for herein, Plaintiff is ready, willing, and able to execute a bond payable to the Defendant, or to provide such other security in such sum as this Court deems proper for such costs and damages, if any, as may be incurred or suffered by any party found to have been wrongfully enjoined or restrained.

The undersigned counsel for Plaintiff hereby affirms that consultation with opposing counsel regarding the matters contained in this motion would be a futile gesture. This motion will be further supported by Plaintiff's Verified Complaint filed on June 24, 2020, the pleadings, affidavits, records, and other documents filed with the Court or to be filed herein, and a memorandum of law to be filed with this Court.

WHEREFORE, the Plaintiff hereby moves the Court for a temporary restraining order and preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining *pendente lite* the Defendant College of Charleston, and its officers, agents, employees, attorneys, and all those in active concert or participation with said Defendant, in the manner and particulars itemized herein-above, and to award the Plaintiff such other and further relief as the Court may deem just and proper.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
 Daniel F. Blanchard, III
dblanchard@rosenhagood.com
 151 Meeting Street, Suite 400
 Charleston, SC 29401
 (843) 577-6726 telephone
 ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
 July 7, 2021.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Olivia M. Thompson, Ph.D., M.P.H.,)
Plaintiff,)
- vs-)
College of Charleston; College of)
Charleston Foundation, Inc.; Frances C.)
Welch, Ph.D., M.A.; Godfrey A. Gibbison,)
Ph.D., M.S.; and Christopher R. Tobin,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2020-CP-10-02726

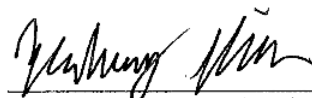
VERIFICATION

Personally appeared before me, Olivia M. Thompson, Ph.D., M.P.H., who being duly sworn does state as follows: I have read the forgoing Supplemental Motion for Temporary Restraining Order and Preliminary Injunction and can verify under oath that the facts stated therein are true, except for those stated upon information and belief, and as to those allegations, the Affiant believes them to be true.


Olivia M. Thompson, Ph.D., M.P.H.

SWORN to before me

This 8th day of July, 2021.


Notary Public for South Carolina
My Commission Expires: 09/21/2020

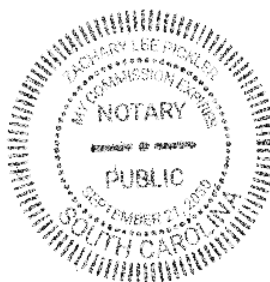


EXHIBIT A



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	AFFIDAVIT OF
Plaintiff,	)	OLIVIA M. THOMPSON, Ph.D., M.P.H.
	)	
-vs-	)	
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
_____	)	

PERSONALLY APPEARED before me Olivia M. Thompson, Ph.D, M.P.H., who, being duly sworn, does state as follows:

1. This affidavit supplements (1) my verified Complaint filed June 24, 2020, (2) my verified Motion for Preliminary Injunction filed on April 2, 2021, and (3) my verified Supplemental Motion for Preliminary Injunction filed on July 9, 2021.

2. The primary purpose of the motions has been to obtain an Order of this Court immediately restraining and enjoining Defendant College of Charleston ("CofC") and its employees and agents from breaching the terms of a written contract I entered with the CofC on July 17, 2014, and to stop the retaliation, intimidation, and harassment which the CofC has directed towards me since I commenced this civil action against the Defendants on June 24, 2020.

3. Notwithstanding the pendency of this action and the filing of the motions mentioned above, Defendant CofC and its employees and agents unfortunately have continued to engage in retaliatory conduct, harassment, and intimidation towards me even while this litigation has been ongoing. I respectfully submit the following information as a supplement to the events described in my verified Complaint and motions.

4. As detailed in the prior filings, on August 29, 2019, shortly after Frances C. Welch, Ph.D., M.A. (Dr. Welch) became the CofC's Interim Provost and Executive Vice President for Academic Affairs, she unilaterally transferred me from the CofC's School of Humanities and Social Sciences (HSS), where I had been assigned for several years pursuant to the clear terms of a written contract I entered with the CofC, and moved me back to the CofC's School of Education, Health, and Human Performance (EHHP) and into EHHP's Department of Health and Human Performance (HEHP). Dr. Welch transferred me to the EHHP and HEHP in direct contravention of my contract with the CofC and without prior consultation with me or my consent.

5. Although I have consistently objected to Dr. Welch's unilateral transfer of my faculty assignment to the EHHP and HEHP and have filed this lawsuit and related motions seeking the Court's intervention in this matter, thus far the CofC has refused to honor or abide my contract with the CofC. Despite my objections, the CofC has unilaterally placed me in the EHHP and HEHP and has refused to return me to the HSS. In this litigation, the CofC now criticizes and blames me for not acquiescing in its unilateral breach of its contract with me.

6. As discussed in my prior filings, earlier this year Dr. Welch awarded the Chairperson position for the HEHP to Dr. Kate Pfile. Dr. Welch refused to consider my application for this same position even though she failed to notify me of any deadline to apply for the open position, despite the fact the CofC's own Faculty Grievance Committee recommended that Dr. Welch should consider my application, and although Dr. Pfile is less experienced than me and has demonstrably inferior qualifications for the position. Although I should have been considered for the open position and was the most qualified of the candidates who applied for it, Dr. Welch's refusal to consider my application resulted in Dr. Pfile becoming the HEHP's Chairperson, which is the department to which Dr. Welch has unilaterally assigned me.

7. The retaliation and harassment by the CofC and its employees and agents have continued unabated. I just recently learned that on September 22, 2021, CofC President Andrew Hsu announced, in a meeting with the CofC's School of Mathematics and Sciences, that several CofC faculty had been awarded merit raises ranging between 4 and 15% of their annual base salaries. While all faculty of the CofC (including myself) received 3% cost-of-living adjustment raises, only faculty recommended by their respective Chairpersons and Deans were considered for and received merit raises at or above 4% of their annual base salaries.

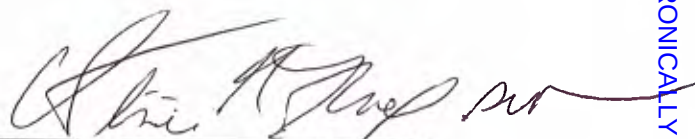
8. I also learned that the CofC's Deans had instructed their department Chairpersons to submit by July 31, 2021, their recommendations for faculty merit raises based on their merit review of faculty accomplishments made between the years 2018-2020. I did not become privy to this information until well after the fact. I learned that the merit review was to include data taken from the individual faculty members' Curricula Vitae (CV) as well as an optional one to two-page list of accomplishments that could be submitted by each faculty member. Chairpersons were instructed to solicit CVs from their faculty (if they did not already have updated CVs) as well as a one to two-page list of accomplishments to ensure they had equal data from all faculty prior to making their recommendations for merit raises to the Deans.

9. I also recently learned that Dr. Pfile, my newly appointed Chairperson, did not have my updated CV. Dr. Pfile also failed to notify me of this opportunity to receive a merit raise and, to my knowledge, she made no effort to solicit my interest in or recommend me for such a merit raise. Dr. Pfile did not solicit or request an updated CV from me, nor did she ask me to submit a one to two-page list of my accomplishments for the years 2018-2020. As a result, I was not considered for a merit raise and did not receive such an increase in pay even though I was qualified to receive such a raise.

10. I only became aware of this missed opportunity to undergo a merit review because I happened to receive an email dated July 15, 2021 from Biology Chairperson Dr. Eric McElroy, which he had sent to the faculty within his department. A true and correct copy of Dr. McElroy's email and attachment are attached hereto and incorporated herein by reference as "Exhibit A." Dr. McElroy is not my Chairperson. Unlike Dr. Pfile, he notified all of his faculty of the opportunity for a merit increase in accordance with the instructions from the Deans.

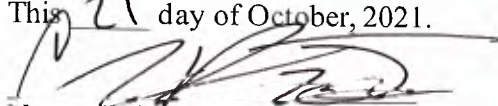
11. I received no such email or notification from Dr. Pfile, even though Dr. Welch unilaterally reassigned me to the HEHP department and Dr. Pfile is purportedly my Chairperson. It is presently unknown whether Dr. Pfile sent any emails or other notifications to other faculty within the HEHP (besides me) notifying them of the opportunity to receive a merit increase or requesting them to submit updated CVs or a list of accomplishments for the merit review. If so, I was excluded from any such email or communication.

12. Because of Dr. Phile's failure or refusal to provide me an opportunity to submit my updated CV and a list of accomplishments to her for consideration and her failure to recommend me for a merit increase, I have been further irreparably harmed by the CofC and its employees and agents. Specifically, as a direct result of the forgoing, I have been deprived of the opportunity to earn annually an additional 15% of my base salary, which amounts to approximately \$13,538.00 for the present academic year ($\$90,250.00 \times .15 = \$13,538.00$). In the present lawsuit, I am or will be seeking compensation from the CofC for this loss, including but not limited to an adjustment of my base pay for this academic year to \$103,788.00 ($\$90,250.00 + \$13,538.00 = \$103,788.00$).


Olivia M. Thompson, Ph.D., M.P.H.

SWORN to before me

This 21 day of October, 2021.


Notary Public for South Carolina

My Commission Expires: 6/25/2030

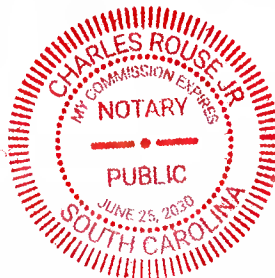


EXHIBIT A

----- Forwarded message -----

From: **McElroy, Eric J** <McelroyE@cofc.edu>

Date: Thu, Jul 15, 2021 at 4:29 PM

Subject: merit raises

To:

Hi All,

There is a pool of money that will be used to give merit-based raises. My records indicate that you rolled your evaluation in 2020. Here is the important wording in the memo that is signed with rolled evaluations:

In accordance with the College of Charleston policy on Annual and Merit Evaluation, as stated in the FAM, section VI.E., I request that my 2020 annual evaluation be rolled over from 2019 annual evaluation. I understand that I should still submit an updated CV and update my FAS profile. In the event that a pool of money to support merit raises be made available, I will undergo a merit review for the period 2018– 2020. In the case of a merit review, I may also give you a 1 – 2 page list of my activities for the 2018-2020 period, if there is more that I want you to factor into my merit review than can be found on my CV and FAS page.

This language instructs me to use your updated CV and to solicit a 1-2 page list of activities from you.

1) Many of you sent Seth an updated CV back in January/February of 2021 and I have that CV. I will contact you individually if I don't have a copy.

2) I will not use the FAS, I don't trust that that data are accurate because many of us don't keep up with it.

3) You may also fill out the attached form to help me better understand your accomplishments in 2018, 2019, 2020. This is optional and you only need to do this if there is more information that you can provide that is not already on your CV.

I sincerely apologize for asking you to respond during mid-July when most of you are 'off contract'! However, I am working under a short deadline (July 31) to submit recommendations to the Dean for merit raises and I want to ensure that I have equal data from all faculty prior to making recommendations.

I ask that you respond by the end of the day on JULY 27.

Please feel free to contact me with questions.

Eric

Eric McElroy
Professor and Chair
Department of Biology
College of Charleston
Charleston, SC 29401
mcelroye@cofc.edu

Summary of Activities for calendar years 2018, 2019, 2020.

Please list courses instructed during 2018, 2019 and 2020 in addition to notable teaching accomplishments

Please list all publications for calendar year's 2018, 2019 and 2020 (copy and paste from CV). Please indicate undergraduate authors with a * and graduate student authors with a **. Do not list papers in preparation or in review.

Please list the undergraduate students mentored in your lab during 2018, 2019 and 2020 (i.e., list all individual enrollments for which you served as instructor of record in addition to undergraduates you may have mentored in your lab as grant-funded temporary employees).

Please list the graduate students whose committees you served on in 2018, 2019 and 2020 (please distinguish those students for whom you served as the major advisor).

Please list all grant proposals submitted during these three years including your role (PI, Co-PI, Collaborator, etc). Indicate grants funded in bold.

Please list other important aspects of professional development (i.e., training received, teaching workshops attended, etc.) that do not fit into any of the categories above.

Please list your service highlights for the three target calendar years (committee service, grant panel participation, professional service, numbers of manuscript reviews, etc)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
 Olivia M. Thompson, Ph.D., M.P.H.,	)	MEMORANDUM IN SUPPORT OF
Plaintiff,	)	MOTIONS FOR TEMPORARY
-vs-	)	RESTRAINING ORDERS AND
	)	PRELIMINARY INJUNCTIONS
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
_____	)	

Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (“Plaintiff”) submits this memorandum in support of (1) Plaintiff’s Motion for Preliminary Injunction filed on April 2, 2021, and (2) Plaintiff’s Supplemental Motion for Preliminary Injunction filed on July 9, 2021. The motions seek to restrain and enjoin Defendant College of Charleston (“CofC”) from breaching the terms of a written contract the CofC executed with Plaintiff dated July 17, 2014. See “Exhibit A.”

Plaintiff is a tenured professor at the CofC. On July 17, 2014, due to serious retaliation and harassment that Plaintiff had been enduring from her department Dean, Frances C. Welch, Ph.D., M.A. (“Dr. Welch”), the CofC and Plaintiff entered a written contract to diffuse and resolve the situation and to eliminate further conflicts between Plaintiff and Dr. Welch. This contract expressly requires that Plaintiff be moved to another department, which was not under Dr. Welch’s supervision. The contract further requires that Plaintiff’s tenure-track faculty line, faculty office, and administrative location be moved to the CofC’s Joseph P. Riley, Jr. Center for Livable Communities (“Riley Center”) and that Plaintiff be under the supervision of Dr. Kendra Stewart.

Plaintiff and the CofC implemented this contract in 2014 and Plaintiff was working under that agreement without any interference by Dr. Welch. However, in 2019, after the CofC elevated Dr. Welch to Interim Provost, she then unilaterally changed Plaintiff’s faculty assignment without

Plaintiff's consent and in breach of her contract. Dr. Welch transferred Plaintiff back to the department under her supervision. Thereafter, Dr. Welch reinitiated a campaign of retaliation and harassment against Plaintiff in addition to directly interfering with and undermining a grant program that Plaintiff directed. The retaliation eventually caused the Boeing Company to withdraw its funding for the program. Boeing now refuses to enter grants with the CofC. This has caused substantial financial harm to Plaintiff and injury to her professional reputation and career.

Plaintiff filed this lawsuit on June 24, 2020, to enforce her rights under the contract with the CofC, to enjoin Dr. Welch from further retaliation and harassment against her, and to recover monetary damages for Dr. Welch's interference with Plaintiff's Boeing-funded grant program. Notwithstanding the filing of this lawsuit, the CofC and Dr. Welch have continued to engage in retaliation and harassment against Plaintiff while this litigation has been ongoing.

Plaintiff's current motions ask this Court to grant a preliminary injunction to restrain the CofC and Dr. Welch from further breaching Plaintiff's contract and to restore the status quo that existed before Plaintiff was forced to file this lawsuit.¹

¹ Despite Defendants' contrary claim, Judge Daniel Hall did not previously decide any of the matters raised in these motions. On June 25, 2020, the day after Plaintiff filed this action, she filed a Motion for Preliminary Injunction. On July 2, before any of the Defendants had even appeared in the case, the Clerk put the motion on Judge Jennifer McCoy's roster for July 27. However, on July 20, because Plaintiff's counsel had just recently talked with Randell Stoney, Esquire, and he had advised that the Defendants were trying to sort out whether they would all have the same counsel or would have different counsel and the CofC was also recovering from the recent tragic shooting of the new Provost's husband on July 17, Plaintiff's counsel agreed to the matter being continued so the Defendants could sort things out. See "Exhibit B." The Clerk later put the motion on Judge Hall's roster for August 10, 2020, which was still before any of the Defendants had appeared in the case. See "Exhibit C." Defendants did not formally appear in the case until August 28, 2020. No party requested a hearing on the motion. No briefs were submitted to Judge Hall. Judge Hall held no hearing on the motion and he had no contact with any of the parties' counsel. On August 13, 2020, he simply entered a Form 4 Order stating the motion was denied.

Judge Hall did not decide any of the matters raised in the current motions. The current motions are based on new events that have occurred since Judge Hall's Order and which could not have been before him. In any event, for the reasons discussed below, Judge Hall's Order is not res judicata as to any of the issues raised in the current motions as a matter of law.

BACKGROUND

A. Events Leading to Commencement of this Action:

Plaintiff is a tenured Associate Professor at the CofC. She has been a full-time faculty member since August 2011. On July 17, 2014, due to retaliation and harassment that Dr. Welch had been directing against Plaintiff and Plaintiff's Boeing-funded grant work at the CofC, Plaintiff and the CofC entered into a written contract to diffuse and resolve the situation and to eliminate any further conflicts between Plaintiff and Dr. Welch.

This contract was labeled a Memorandum of Understanding ("MOU"). See "Exhibit A." The contract was agreed to and signed by Plaintiff; Glenn McConnell (then the CofC's President); Dr. George Hynd (then the CofC's Provost); Dr. Jerry Hale (then the Dean of the CofC's School of Humanities and Social Sciences or "HSS"); and Dr. Welch (then the Dean of the CofC's School of Education, Health, and Human Performance or "EHHP").

Under the MOU's terms, the CofC agreed to take certain detailed actions involving Plaintiff and her faculty appointment, including the following:

- to transfer and move Plaintiff from the CofC's EHHP and place her into the CofC's HSS, which acted to remove Plaintiff from under Dr. Welch's supervision and to place her under the supervision of Dr. Hale.
- to move Plaintiff's tenure-track faculty line, faculty office, and administrative location to the CofC's Joseph P. Riley, Jr. Center for Livable Communities ("Riley Center"), which is located at 176 Lockwood Boulevard, Charleston.
- to have Plaintiff report directly to Dr. Kendra Stewart "who will serve in the functional role as [Plaintiff's] department chair."

The MOU's purpose was to relieve Plaintiff of any further accountability to Dr. Welch, to remove Dr. Welch from having any supervision over Plaintiff or her tenure-track, and to preclude Dr. Welch from retaliating against Plaintiff and interfering with her Boeing-funded grant work. Plaintiff was removed from Dr. Welch's report so she could effectively administer her grants

without interference from and retaliation by Dr. Welch, and so she could secure additional grant funding (most notably from Boeing) for the benefit of the CofC as well as Plaintiff.

In accordance with the MOU, the CofC did transfer Plaintiff from EHHP and placed her in HSS effective on August 16, 2014. Plaintiff did report directly to Dr. Stewart, who served as her Department Chair, and Plaintiff's tenure-track faculty line, faculty office, and grant-related offices were moved to the Riley Center, where they became administratively housed or located. For several years, Plaintiff thrived and worked under the MOU without any problems or issues.

In fact, on August 28, 2018, based on Plaintiff's application, Boeing agreed to make a \$250,000 grant for a project to be conducted by Plaintiff at the CofC entitled "Veterans Fellowship Program in Sustainable Food Systems" ("SFS Program"). As part of this program, the CofC agreed to develop and implement both a professional development (continuing education) certificate program and an academic credit certificate program in Sustainable Food Systems to be administratively housed within the CofC's School of Professional Studies ("SPS"), even though Plaintiff's academic home would remain in HSS.

However, on July 1, 2019, Dr. Welch became the CofC's Interim Provost and Executive Vice President for Academic Affairs when the prior Provost resigned. Shortly thereafter, on August 29, 2019, despite Plaintiff's MOU or contract with the CofC and without prior consultation with Plaintiff or her consent, Dr. Welch unilaterally transferred Plaintiff from HSS back to EHHP and into EHHP's Department of Health and Human Performance ("HEHP"), which action removed Plaintiff from Dr. Stewart's report and again placed her under Dr. Welch's supervision, who, as announced by the CofC, would be resuming the position of Dean of EHHP effective on July 1, 2020. Dr. Welch's unilateral transfer of Plaintiff in breach of the MOU set the stage for her

to again retaliate against Plaintiff and to interfere with not only Plaintiff's Boeing-funded work and the SFS Program, but also her instructional work, promotion, and tenure-track at the CofC.

As Plaintiff feared, Dr. Welch and the CofC did again retaliate against her and take actions to interfere with and undermine her Boeing-funded SFS Program. These actions include:

- Behind Plaintiff's back, Dr. Welch and others at the CofC began disparaging Plaintiff and her work to Boeing's employees, with the goal of inducing Boeing to remove Plaintiff as the Principal Investigator of the SFS Program.
- Dr. Welch, in collaboration with others at the CofC, directed the removal of the SFS Program's in-person academic-credit and continuing education courses from the CofC's course system and the SPS's online registration page. These actions effectively canceled both the academic and continuing education courses of the SFS Program for the 2020 spring semester. They detrimentally impacted enrollment in the SFS Program and interfered with its administration.
- Dr. Welch secretly met with Boeing's employees on December 13, 2019, to disparage Plaintiff and the SFS Program to Boeing. Plaintiff was not notified of or invited to take part in the meeting even though she is the program's Principal Investigator. Dr. Welch gave false information to Boeing regarding the reasons that enrollment in the professional development track of the SFS Program had not hit its target. Dr. Welch also falsely represented to Boeing that the curriculum for the professional development certificate that is a part of the SFS Program was never presented to the CofC's Faculty Senate for approval, and consequently was not as popular an option since it was not accredited. This statement was a false statement of fact.
- Without Plaintiff's knowledge, Dr. Welch authorized or directed the CofC to submit a progress report to Boeing containing false and distorted information about the SFS Program with the clear purpose of impugning Plaintiff and her work in Boeing's eyes.
- On December 18, 2019, at Dr. Welch's direction or with her involvement, the CofC sent an e-mail to CofC staff (while excluding Plaintiff) informing them that Dr. Welch had unilaterally decided to delay the 2020 spring semester SFS Program courses to 2020 spring semester Express II. Plaintiff was not consulted regarding this decision.
- At Dr. Welch's direction or with her involvement and without Plaintiff's knowledge or approval, the CofC directed staff to notify students in late December of 2019 that the SFS Program would change from a 14-week program to a 7-week program. The 14-week program was supposed to commence only weeks later on January 8, 2020, but the CofC notified students on December 19, 2019 that the classes would not begin until the second half of the semester, which caused great confusion among students who were planning to enroll or were interested in enrolling. Plaintiff was not consulted about this change and did not approve it. Plaintiff was excluded on the CofC's e-mail

communicating the change to students, even though it substantially impacted the SFS Program of which she is the Principal Investigator. These changes effectively canceled the SFS Program without any consultation with or approval of Plaintiff.

- By cancelling the SFS programming for the first seven weeks of the 2020 spring semester and allowing it to run only during the second seven weeks, it made it impossible to teach farming and food processing courses in such a shortened period of time because of the nature of those courses. They cannot be taught in seven weeks. The cancellation directly interfered with Plaintiff's administration of the SFS Program as well as breached the contractual commitments the CofC had made to Boeing under the grant contract and which the CofC had made to two area non-profit organizations that were serving as SFS Program partners.
- Under its grant contract with Boeing, the CofC had agreed to develop and implement an academic credit certificate program which it would administratively house within the SPS. To comply with this contractual obligation, the CofC had to either have faculty who were qualified to teach the courses in the SFS Program or it must join a cooperative or consortium through which it could offer the courses. The CofC did not have the ability to teach the courses through its own faculty, thus Plaintiff secured the CofC's membership in AgIDEA, which is a consortium of universities who house faculty offering agriculture/food systems courses. However, Dr. Welch refused to execute the paperwork for the CofC to enter the consortium even though Plaintiff submitted it to her on September 8, 2019. Dr. Welch's actions prevented the CofC from offering academic credit courses in agriculture/food systems and prevented Plaintiff from being able to submit a program proposal to the CofC Faculty Senate for approval.
- Dr. Welch and others at the CofC have instructed or encouraged other faculty not to work with Plaintiff and made derogatory and defamatory statements about Plaintiff to other faculty of the CofC
- Dr. Welch and others at the CofC actively thwarted Plaintiff's efforts to locate another school or department within the CofC to serve as the SFS Program's academic or administrative home, thereby preventing the SFS Program from being housed in a viable school or department.
- On or about February 28, 2020, the CofC, by and through Dr. Welch and other CofC employees, began harassing two individuals who were teaching courses in the SFS Program by requiring them to be reclassified as temporary employees rather than as independent contractors, even though the individuals had previously worked as independent contractors and do not meet the criteria for classification as temporary employees. Although the two individuals and Plaintiff opposed the reclassification, the CofC withheld and refused to issue paychecks to the two individuals for work already performed unless they agreed to sign paperwork acknowledging their reclassification to temporary employees.

In late 2019 and early 2020, Plaintiff repeatedly requested a meeting with the CofC's current President (Dr. Andrew Hsu) to demand that Dr. Welch's retaliation against her and Dr. Welch's interference with the SFS Program immediately stop. Plaintiff specifically warned the CofC that Dr. Welch's conduct was jeopardizing Boeing's grant funding for the SFS Program as well as Boeing's relationship with Plaintiff and the CofC. Dr. Hsu refused to meet with Plaintiff. The CofC took no steps to address the retaliation and interference that was occurring.

On March 17, 2020, as a direct result of Dr. Welch's and the CofC's retaliation against Plaintiff and their interference with Plaintiff's Boeing-funded work, Boeing notified Plaintiff that it was irrevocably withdrawing its grant funding for the SFS program. Boeing terminated its grants with the CofC, thereby causing significant monetary harm and other damages to Plaintiff.

B. Commencement of this Action on June 24, 2020:

On June 24, 2020, Plaintiff commenced this lawsuit against the Defendants. Among other relief, the Verified Complaint seeks an order enforcing the MOU. It also seeks to restrain and enjoin Defendants CofC and Dr. Welch from breaching and disregarding the MOU's terms and from further retaliating against and harassing her.

C. Events Subsequent to Commencement of this Action:

Since this lawsuit was commenced, Defendants CofC and Dr. Welch have continued to engage in retaliation against and harassment of Plaintiff, thereby causing additional financial loss and other harm to her.

1. Dr. Welch's Arbitrary Refusal to Consider Plaintiff for a Vacant Department Chairperson Position.

On February 5, 2021, Plaintiff received a group email from HEHP's chairperson (Dr. Wes Dudgeon) advising faculty that an internal candidate had expressed interest in applying for the chairperson's position that would become open for internal application because he was stepping

down from the position. Plaintiff instantly sent an email to Dr. Dudgeon that same day requesting to be considered for the chairperson position, only to be notified that Dr. Welch had imposed a deadline of February 3, 2021 for anyone to notify her of their interest in the position.

Plaintiff was told Dr. Welch announced this arbitrary deadline during a faculty meeting that occurred on January 26, 2021. Dr. Welch knew Plaintiff was not present at the meeting. Plaintiff was not notified before the faculty meeting that Dr. Dudgeon was resigning his position or that Dr. Welch would announce any deadline for candidates to apply for the vacant chairperson position. No agenda was sent in advance of the meeting to notify faculty that these topics would be discussed at the meeting. As a result, the February 3rd deadline had already passed before Plaintiff was even made aware of the opening or the opportunity to apply for the position.

Despite this situation, Dr. Welch refused to consider Plaintiff for the opening based on her invocation of the arbitrary February 3rd deadline of which Plaintiff had not been notified. Dr. Welch has refused to consider Plaintiff's application although she is more experienced and has superior qualifications than the other candidate who applied for the position. Dr. Welch is effectively thwarting Plaintiff from applying for and obtaining the chairperson position in an arbitrary and capricious manner. This position would entail a significant raise in compensation for Plaintiff as well as 2-3 months of salary that would be counted in the calculation of her state pension benefits.

On February 8, 2021, Plaintiff's counsel notified CofC's counsel in writing of this situation and requested his intervention in ensuring that Plaintiff is properly considered for this opening. Despite this request, nothing changed. Defendants CofC and Dr. Welch continued to refuse to allow Plaintiff to interview for the position or to consider her application for this opening.

On February 22, 2021, Plaintiff was forced to file a formal grievance with the CofC's Faculty Grievance Committee involving Dr. Welch's actions in refusing to consider her for the position. On March 1, 2021, the Faculty Grievance Committee issued a written report addressed to President Hsu and Provost Suzanne Austin determining that Plaintiff has a legitimate grievance because she was not provided with any advance notice of the open position or of a deadline for applying for the position, and concluding that Plaintiff is an eligible candidate for the chairperson position, and that her application for the position should be considered.

Despite the Faculty Grievance Committee's report, on March 10, 2021, Provost Austin notified the Faculty Grievance Committee that she was overruling and disregarding its findings and recommendation. Provost Austin advised the CofC will not consider Plaintiff's application for the open chairperson position. The CofC's refusal to consider Plaintiff for the position has subjected Plaintiff to increased and continuing financial harm.

2. Dr. Welch Unilaterally Moves Plaintiff's Faculty Office from Riley Center to Another Building Currently Undergoing Substantial Renovations and Asbestos Remediation.

As discussed above, the MOU mandates that Plaintiff's tenure-track faculty line, faculty office, and administrative location shall be in the CofC's Riley Center. On the evening of Sunday, March 21, 2021, Plaintiff went to her office in the Riley Center for the first time in several months. Throughout the 2020-21 academic year, Plaintiff had been working remotely from her home due to the Covid-19 pandemic. While in her office on March 21, Plaintiff noticed for the first time that her office telephone had been removed without her permission or knowledge.

On Monday, March 22, 2021, Plaintiff contacted the CofC's IT Service Desk to report that her office telephone was missing and to request a replacement. The IT Department investigated the matter and advised Plaintiff that Dr. Stewart had instructed the IT Department to disconnect

Plaintiff's office telephone on December 18, 2020, which was over the holiday break. Plaintiff had not been notified of this fact or asked for her permission or consent. Because Plaintiff had been working remotely, she was unaware that her office telephone had been removed or disconnected. Plaintiff had set up her office telephone to forward her calls to her personal cellphone.

When the IT Department contacted Dr. Dudgeon about reconnecting a telephone line for Plaintiff, he responded that the CofC would be moving Plaintiff's physical office from the Riley Center to a different building known as the Silcox Building. Plaintiff had not been notified of that decision, she had not been consulted about any relocation of her office, and she did not consent to the move. Plaintiff also learned that the CofC had unilaterally removed her from the Riley Center website and building directory without her permission. Plaintiff was not informed that she was being deleted from the website and directory or given any explanation for these actions.

Plaintiff has further learned that she has been altogether removed from the College's online Public Health Program directory for its faculty, also without her knowledge or permission. From an online standpoint, this makes it appear that Plaintiff is no longer a professor at the CofC. As a result, students, faculty, and others searching for Plaintiff's contact information on the CofC's website have no means of locating her because she has been deleted from the Riley Center's and Public Health Program's online directories. Plaintiff was not informed that she was being deleted from either directory or given any reason or explanation for these actions.

Plaintiff immediately contacted the CofC's Facilities Management Department about the Silcox location once she was told of the CofC's unilateral decision to remove her from the Riley Center. Plaintiff learned that the Silcox office that she has been assigned to occupy (Room 406) currently does not have functioning heat/air conditioning or hot or tepid water in any of the nearby restrooms. The Silcox Building is in a deplorable condition and is in a state of disrepair.

The Facilities Management Department advised Plaintiff that the Silcox Building is undergoing substantial construction and renovation work, including a new roof, new windows, and new HVAC air handlers and ductwork. The building has asbestos ceiling tiles that are damaged, dislodged, and missing allowing asbestos fibers to become airborne and inhalable. Disturbing the tiles during construction will dangerously magnify the concentration of these airborne and inhalable asbestos fibers throughout the building.

The Facilities Management Department was unaware that Plaintiff's office was being moved to the Silcox Building, and advised against anyone working in the building while the construction is ongoing due to the noise, dust, etc. Plaintiff will be unable to work from her office location while the renovation work is being conducted. In fact, Dr. Dudgeon advised Plaintiff during a faculty conference call on February 19, 2021 that all faculty and staff offices were going to be moved from the Silcox Building to leased space in a building next to the Charleston Aquarium during the construction and renovation period. However, notwithstanding the MOU, the CofC still advised Plaintiff that it is moving her office to the Silcox Building despite these deplorable, unhealthy, unsafe, and unworkable conditions.

The Silcox Building is a demonstrably inferior and less desirable, safe, and healthy office location compared to Plaintiff's office at the Riley Center. The MOU expressly requires that Plaintiff's tenure-track faculty line, faculty office, and administrative location be in the Riley Center. There is no legitimate academic or administrative need or purpose for the CofC to remove Plaintiff from the Riley Center or to relocate her to the Silcox Building. In fact, the CofC had not even notified Plaintiff that she was being moved. Instead, Plaintiff only learned of the decision due to her request for a replacement telephone made to the IT Department.

Defendants CofC and Dr. Welch are unilaterally removing Plaintiff from the Riley Center in violation of the MOU and are relocating her to the Silcox Building as further and continued retaliation and harassment against her for her complaints against Dr. Welch, her commencement of this present lawsuit, and her filing of a grievance with the Faculty Grievance Committee.

On March 24, 2021, Plaintiff's counsel notified Defendant CofC's and Dr. Welch's counsel via e-mail of the situation involving Plaintiff's office relocation and requested his intervention in ensuring that Plaintiff would not be moved from the Riley Center pending this litigation. Despite this request, nothing changed. On March 29, 2021, Defendant CofC's IT Service Desk notified Plaintiff via e-mail that "per directions from [their] CIO and supervisors," they "are not authorized" to replace her telephone at the Riley Center and instead her telephone will be moved to the Silcox Building. Dr. Dudgeon told Plaintiff that her office is now at the Silcox Building.

3. CofC Unilaterally Removes Plaintiff's Personal Property from Riley Center and Bars Her Access to Her Office in the Riley Center Despite Pending Motion for Preliminary Injunction.

On April 2, 2021, Plaintiff filed a Motion for Preliminary Injunction to restrain and enjoin the CofC from breaching the terms of the MOU and seeking, *inter alia*, an order preventing the CofC from removing Plaintiff's faculty office from the Riley Center and moving her to the Silcox Building. See Motion filed 4.2.21.

This motion was noticed for a hearing before Judge Jennifer McCoy for April 29, 2021. However, on April 28, 2021, the day before the hearing, the CofC's counsel requested and was granted a continuance because of his "busy schedule." Despite several requests to the Clerk's office for a new hearing date, the next available date that Plaintiff's motion could be rescheduled was for September 3, 2021. In the interim between the initial hearing date and the rescheduled

date, Defendants CofC and Dr. Welch have continued to defy the MOU and harass and retaliate against the Plaintiff.

On June 29, 2021, at about 10:15 p.m., and while Plaintiff was driving home from grocery shopping on Lockwood Boulevard and in the vicinity of the Riley Center, she noticed that lights were on in the Riley Center and that a CofC Department of Public Safety (“DPS”) motor vehicle was parked outside in the parking lot. Plaintiff parked next to the DPS vehicle and asked the male DPS Officer if he would let her into the Riley Center so she could access her faculty office. Plaintiff’s key card to open the exterior door on the first floor of the Riley Center had become nonfunctional several months prior. DPS Officers had routinely allowed Plaintiff into the Riley Center to work in her faculty office after hours and on weekends.

On this occasion, the DPS Officer exited the vehicle and asked Plaintiff for her identification number and identification, which Plaintiff provided. The officer, together with a second male DPS Officer, walked with Plaintiff to the Riley Center and used a key card to open the exterior door on the first floor, thereby granting her access to and use of her faculty office. Both DPS Officers entered the Riley Center with Plaintiff and accompanied her to her faculty office on the second floor. As her key to the interior door of her faculty office was at her residence, the DPS Officers unlocked the interior door of her faculty office and let her inside.

Upon entering her office, Plaintiff immediately noticed that there were several apparently new Mac computers sitting in cubicle stations outside of her office. This caught her attention because computers had gone missing from her office in the past.² For the purpose of checking

² In April 2021, two Mac computers that had been purchased with Boeing’s grant funds had suddenly vanished from the cubicle stations outside of Plaintiff’s faculty office where they had been positioned for her use. The computers have never been recovered. Their removal had occurred without Plaintiff’s knowledge or consent. When Plaintiff discovered they were gone, she immediately reported them to DPS as being stolen or otherwise removed without authorization. Plaintiff further contacted the CofC’s IT Department and requested that they conduct a search for

whether any of these seemingly new Mac computers included the same two computers which she had previously reported to DPS as being stolen, Plaintiff turned over several of the computers to examine their serial numbers, and while doing so she heard the exterior door on the first floor of the Riley Center open, whereupon she walked to the stairway and called out to see who had entered the floor. The two DPS Officers who had initially granted Plaintiff entry to the Riley Center responded by saying that they were just going to hang out for a while in the Riley Center.

Plaintiff walked back to the computer that she was examining, and suddenly three DPS Officers (the two DPS Officers who had granted her entry to the Riley Center, together with a third male DPS Officer) climbed the stairway and abruptly charged at her in an aggressive manner while holding their hands on their holstered handguns as though they were about to pull their weapons and point or fire them at her. The officers' conduct was extremely aggressive, intimidating, and frightening to Plaintiff, who was unarmed and had not acted in a threatening or improper manner. Plaintiff feared for her safety. At that moment, Plaintiff had no idea why these three DPS Officers were coming at her in such an aggressive and threatening manner, as they knew her identity and she had not done anything wrong. Plaintiff was terrified that something very bad was happening or about to happen to her, including that the officers may detain, arrest, or harm her or worse.

While continuing to so charge at Plaintiff in an aggressive manner, the third male DPS Officer, Officer Shaffer, screamed or shouted at Plaintiff to stop and put the computer she was

the computers using their tracking software. The IT Department advised Plaintiff they did perform a search for the missing computers, but they were unable to locate them.

In discovery in this case, Plaintiff has requested the CofC to provide her with information regarding the removal of the Mac computers, including a copy of the relevant security videotape of the area where the computers were positioned and a copy of the written report of the DPS investigation into their removal from Plaintiff's office. The CofC has refused to disclose this information to Plaintiff. Plaintiff has since learned that Angela B. Mulholland, the CofC's General Counsel, inexplicably directed the DPS to withhold and not to provide or release any such information to Plaintiff. Plaintiff's request for this information is the subject of a Motion to Compel filed by Plaintiff in this action on June 24, 2021.

holding down. The officers acted as if Plaintiff was breaking the law or doing something illegal by examining the computer.

Officer Shaffer then informed Plaintiff that DPS had been directed by the CofC's General Counsel (Ms. Mulholland) that Plaintiff was no longer allowed to be in the Riley Center (where Plaintiff's faculty office is located), and that he was to physically remove her from the building. Per the MOU's terms, Plaintiff's physical office is at the Riley Center. It is where she keeps her office desk, chair, computer, books, journals, pictures, diplomas, desk items, and other personal affects. Plaintiff's campus mailbox is located in the Riley Center.

Plaintiff requested that she be allowed to telephone or contact her legal counsel in this case to request his intervention, but the DPS Officers denied her request and would not permit her to contact him. Plaintiff did not resist any of the officers and complied with their directives even though she did not understand or agree with the basis for Ms. Mulholland's directive. Plaintiff was removed from the premises and was not allowed to recover or retrieve her office desk, chair, computer, books, journals, pictures, diplomas, desk items, or other personal affects, which were still present in her faculty office in the Riley Center.³

None of the three DPS Officers offered or provided to Plaintiff any explanation whatsoever as to why she was no longer allowed to be in the Riley Center or why she had never before been notified of the CofC's General Counsel's directive that she was no longer permitted to be in her office in the Riley Center. Plaintiff had not previously been notified by the CofC or Ms. Mulholland that she was no longer permitted to access her faculty office in the Riley Center.

As the three DPS Officers physically escorted Plaintiff out of the Riley Center, Officer Shaffer instructed her that he needed to search her purse to check whether she had stolen anything

³ The CofC's employees subsequently removed Plaintiff's personal belongings from her office, packed the items in boxes, and delivered them to her personal residence.

from her own office. He demanded that Plaintiff immediately empty the contents of her purse for his inspection and search. Plaintiff complied with Officer Shaffer's directive and was forced to tolerate and endure the officer's embarrassing, humiliating, and unwarranted intrusion into her privacy and personal property. Plaintiff feared what would happen if she resisted or refused Officer Shaffer's demand. Officer Shaffer, together with one of the other two DSP Officers, then rummaged through and inspected the contents of Plaintiff's purse and private belongings while the other two DPS Officers "guarded" the exterior door to the Riley Center (which effectively blocked or prevented Plaintiff from trying to exit the building). The CofC's DPS, apparently at the directive of the CofC's General Counsel, treated Plaintiff like a suspected criminal without any basis or reason for doing so.

Officer Shaffer was satisfied that no CofC property was in Plaintiff's purse, whereupon he allowed Plaintiff to return her personal items to her purse. After Plaintiff had finished placing her personal items back into her purse, Officer Shaffer, together with the other two DPS Officers, escorted Plaintiff out of the Riley Center to her parked vehicle. When they reached Plaintiff's vehicle, the three DPS Officers stopped and stood together in a line with their hands on their holstered handguns and on what appeared to be tasers, and remained in such an aggressive, intimidating, and threatening stance while continuing to stare at or watch Plaintiff until she entered her vehicle and drove out of the parking lot. During the period while Plaintiff was being lead down the stairwell and was thereafter emptying the contents of her purse in front of the officers, Officer Shaffer's hand was placed on what appeared to be a taser and he appeared to be prepared to use it on Plaintiff if she did not comply with his directives.

Once Plaintiff was outside of the Riley Center, Officer Shaffer instructed her that as directed by the CofC's General Counsel, she was no longer permitted to be in the parking lot or

on the Riley Center's premises. It was clear to Plaintiff that the DPS Officers meant to emphatically demonstrate to her that she was not allowed at the Riley Center and that she should never again try to return or gain entry to her faculty office in the Riley Center. None of the three DPS Officers provided to Plaintiff any explanation as to why she was no longer permitted to access her faculty office in the Riley Center or why she had never before been notified of the CofC's General Counsel's directive to DPS that she was no longer permitted to be there.

The MOU expressly provides that Plaintiff's tenure-track faculty line, physical office, and administrative location shall be at the Riley Center. Despite this clear agreement, the CofC has barred the Plaintiff from accessing her faculty office in the Riley Center. The CofC has directly breached, contravened, and repudiated the terms of the written MOU and is intentionally and purposefully interfering with Plaintiff's ability to timely and properly perform her responsibilities as an employee of the CofC. The CofC is intentionally and purposefully subjecting Plaintiff to ongoing and continuing harassment and intimidation.

On July 9, 2021, based on the events at the Riley Center, Plaintiff filed a Supplemental Motion for Preliminary Injunction to restrain and enjoin the CofC from breaching the terms of the MOU and seeking, *inter alia*, an order preventing the CofC from denying Plaintiff access to her faculty office in the Riley Center. See Motion filed 4.2.21.

ANALYSIS AND ARGUMENT

Whether a temporary injunction should be granted rests in the sound discretion of the judge to whom the application is addressed. Seabrook v. Carolina Power & Light Co., 159 S.C. 1, 156 S.E. 1 (1930); Brandt v. Gooding, 368 S.C. 618, 629, 630 S.E.2d 259, 264 (2006). A party seeking to obtain injunctive relief generally must demonstrate that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there

is an inadequate remedy at law. FOC Lawshe Ltd. Partnership v. International Paper Co., 352 S.C. 408, 574 S.E.2d 228 (Ct. App. 2002). In our state courts, there is no additional requirement that the trial judge must “balance the equities” before issuing an injunction. Poynter Investments, Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 694 S.E.2d 15, 17 (2010).

“Prohibitory preliminary injunctions aim to maintain the status quo and prevent irreparable harm while a lawsuit remains pending.” Pashby v. Delia, 709 F.3d 307, 319 (4th Cir. 2013). The “status quo” refers to “the last uncontested status between the parties which preceded the controversy.” Id. at 320; Aggarao v. MOL Ship Mgmt. Co., 675 F.3d 355, 378 (4th Cir. 2012) (“The status quo to be preserved by a preliminary injunction, however, is not the circumstances existing at the moment the lawsuit or injunction request was actually filed, but the ‘last uncontested status between the parties which preceded the controversy.’”).

“To be sure, it is sometimes necessary to require a party who has recently disturbed the status quo to reverse its actions, but ... [s]uch an injunction restores, rather than disturbs, the status quo ante.” Aggarao, 675 F.3d at 378; George Sink, P.A. Inj. Laws. v. George Sink II L. Firm LLC, 407 F. Supp. 3d 539, 549-50 (D.S.C. 2019); 43A C.J.S. Injunctions § 27 (“The status quo that will be preserved by a preliminary injunction is the last, actual, peaceable, noncontested status that preceded the pending controversy, as it presently or formerly existed. This is the last uncontested set of facts preceding the pending controversy.”).

A. Judge Hall Did Not Previously Decide the Matters Raised in The Present Motions and, in Any Event, this Court is Not Bound by His Prior Order:

As a threshold matter, Defendants erroneously claim that Judge Hall previously decided the matters raised in these motions. He did not decide any of the matters presently before this Court. Regardless, his Order is merely an interlocutory ruling that is not binding upon this Court.

On June 25, 2020, the day after Plaintiff filed this action, she also filed a Motion for Preliminary Injunction. On July 2, before any of the Defendants had even appeared in the case, the Clerk put the motion on Judge Jennifer McCoy's roster for July 27. However, on July 20, because Plaintiff's counsel had just recently talked with Randell Stoney, Esquire, and he had advised that the Defendants were trying to sort out whether they would all have the same counsel or would have different counsel and the CofC was also recovering from the recent tragic shooting of the new Provost's husband on July 17, Plaintiff's counsel agreed to the matter being continued so the Defendants could sort things out. See "Exhibit B."

The Clerk later put the motion on Judge Hall's roster for August 10, 2020, which was still before any of the Defendants had appeared in the case. See "Exhibit C." Defendants did not formally appear in the case until August 28, 2020. No party requested a hearing on the motion. No briefs were submitted to Judge Hall. Judge Hall held no hearing on the motion and he had no contact with any of the parties' counsel. Rather, on August 13, 2020, he entered a Form 4 Order stating the motion was denied. The Order states no factual findings or reason for the denial.

Regardless of the effect of the Form 4 Order, Judge Hall clearly did not decide any of the matters raised in the current motions. The current motions are based on new events that occurred after Judge Hall's Order and which could not have been before him. In any event, as a matter of law, Judge Hall's Order is not res judicata as to any of the issues raised in the current motions.

A ruling on a preliminary injunction motion is not a final determination of any factual matters in the case, but is merely an interlocutory order that is subject to modification at any point before a final judgment is entered. Roberts v. Union Cty. Bd. of Sch. Trustees, 284 S.C. 299, 301, 326 S.E.2d 163, 164 (Ct. App. 1985) (holding "it is improper for a court to make a final determination or to decide the merits of the case upon an application for a temporary injunction");

27 S.C. JUR. Injunctions § 9 (“The court issuing a preliminary injunction retains the power to modify or dissolve the injunction at any time.”).

Our appellate courts have held that “[a] temporary injunction is granted without prejudice to the rights of either party pending a hearing on the merits, and ‘when other issues are brought to trial, they are determined without reference to the temporary injunction.’” Allegro, Inc. v. Scully, 400 S.C. 33, 45, 733 S.E.2d 114, 121 (Ct. App. 2012) (citing Helsel v. City of N. Myrtle Beach, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992)); see also Alston v. Limehouse, 60 S.C. 559, 569, 39 S.E. 188, 191 (1901) (stating “no fact decided upon such motion [for a temporary injunction] is concluded thereby, and when the other issues are brought to trial they are to be determined without reference to said orders”). Even if it were assumed that Judge Hall had made “findings” in this case, which he clearly did not, this Court would not be bound by any such findings. Helsel, 307 S.C. at 32-33, 413 S.E.2d at 826 (“We hold that the trial judge erred in concluding he was bound by the findings of the hearing judge who issued the temporary injunction.”).

Our law accords with the law in other jurisdictions. Numerous state and federal courts have held that “a preliminary injunction proceeding does not fully and finally adjudicate the parties’ rights, and the principles of res judicata and collateral estoppel are inapplicable to any findings made by the court during those proceedings.” Pittsburgh Logistics Sys., Inc. v. LaserShip, Inc., No. 2:18-CV-1382, 2019 WL 2443035, at *4 (W.D. Pa. June 12, 2019) (quoting Porter v. Chevron Appalachia, LLC, 204 A.3d 411, 419 n.2 (Pa. Super. Ct. 2019)); see also Coinmach Corp. v. Fordham Hill Owners Corp., 770 N.Y.S.2d 310, 312 (N.Y. Sup. Ct. 2004) (“It is settled law that the grant or denial of a request for a preliminary injunction, a provisional remedy designed for the narrow purpose of maintaining the status quo, is not an adjudication on the merits and will not be given res judicata effect.”); Gessler v. Madigan, 322 N.E.2d 127, 129 (Ohio Ct. App. 1974) (“The

granting or denial of a preliminary injunction does not amount to an adjudication of the ultimate rights in controversy, is not conclusive on the court on a subsequent hearing, and concludes no rights of the parties.”); Softchoice Corp. v. MacKenzie, 636 F. Supp. 2d 927, 936 (D. Neb. 2009) (“[T]he doctrine of collateral estoppel requires a prior final judgment; the granting or denial of a preliminary injunction is generally not based on a final decision on the merits and is not a final judgment for the purposes of collateral estoppel.”); People of Colo. ex rel. Watrous v. Dist. Ct. of U. S. for Dist. of Colo., 207 F.2d 50, 58 (10th Cir. 1953) (“The denial of the preliminary injunction was not an adjudication of the ultimate rights in controversy. It will not be conclusive on the court or the rights of the plaintiffs at a subsequent hearing.”). Simply stated, the present motions are not barred by Judge Hall’s Form 4 Order.

B. A Preliminary Injunction is Warranted:

In this case, Plaintiff will suffer irreparable harm if an injunction is not granted; she will likely succeed on the merits of the litigation; and there is an inadequate remedy at law. A preliminary injunction is needed to maintain or restore the status quo that immediately preceded the controversy in this matter and to render complete relief to Plaintiff.

Irreparable Harm. “Irreparable injury means that the injunction is reasonably necessary to protect the rights of the plaintiff pending the litigation.” JAMES F. FLANAGAN, SOUTH CAROLINA CIVIL PROCEDURE 508 (2nd ed., 1996); Multi-Channel TV Cable Co. v. Charlottesville Quality Cable Operating Co., 22 F.3d 546, 551 (4th Cir. 1994) (“Generally, ‘irreparable injury is suffered when monetary damages are difficult to ascertain or are inadequate.’” (citation omitted)). The element of irreparable harm is satisfied when it is difficult to calculate the amount of damages, such that an equitable remedy is necessary to make the aggrieved party whole. Bethel Methodist Episcopal Church v. City of Greenville, 211 S.C. 442, 45 S.E.2d 841 (1947) (“Irreparable injury,

as used in the law of injunction, does not necessarily mean that the injury is beyond the possibility of compensation in damages.”).

Unless the CofC and Dr. Welch are restrained and enjoined by Order of this Court, Plaintiff will suffer irreparable harm. She will be subjected to continued retaliation, harassment, and intimidation by the CofC and Dr. Welch. She will lose the benefits and protection of the MOU, which is a written contract that Plaintiff specifically negotiated and entered with the CofC to avoid further harassment and retaliation by Dr. Welch.

Unless an injunction is granted, Plaintiff will be deprived of the opportunity to apply for, obtain, and perform the HEHP chairperson position that was vacated by Dr. Dudgeon even though Plaintiff has superior qualifications to the other candidate who applied for the position. The denial of this position will deprive Plaintiff of the enhancement of or increase in standing, professional reputation, notoriety, prestige, experience, and good will that accompanies the performance of the duties connected with such a position. Levine v. Spartanburg Reg'l Servs. Dist., Inc., 367 S.C. 458, 465, 626 S.E.2d 38, 42 (Ct. App. 2005) (holding that physician's loss of competency if she were unable to ply her trade as the lawsuit progressed was irreparable harm and justified preliminary injunction restraining hospital from terminating her hospital privileges); see also IAC, Ltd. v. Bell Helicopter Textron, Inc., 160 S.W.3d 191, 200 (Tex. Ct. App. 2005) (“Loss of business goodwill or loss that is not easily calculated in pecuniary terms is sufficient to show irreparable injury for purposes of obtaining a temporary injunction.”). It will also necessarily deprive Plaintiff of the increased or enhanced compensation associated with the promotion.

If an injunction is not granted, she will also be deprived of her faculty office in the Riley Center, which was a stipulation specifically negotiated and agreed to in the MOU. Our courts have held in the past that a preliminary injunction is appropriate to restrain a breach of obligations

imposed by an employment contract. See, e.g., Rental Unif. Serv. of Florence, Inc. v. Dudley, 278 S.C. 674, 675, 301 S.E.2d 142, 143 (1983) (granting preliminary injunction to enforce restrictive covenant in employment contract).

If Defendants are not enjoined, Plaintiff will suffer interference with her ability to timely and properly perform her responsibilities as an employee of the CofC, including but not limited to the inability to conduct in-person meetings with students and others in her faculty office in the Riley Center and her inability to access and use the equipment and facilities that come with this office location. She will be relocated or moved from the Riley Center to an inferior office location at the Silcox Building despite the deplorable, unhealthy, unsafe, and unworkable conditions that exist there. She will suffer injury to reputation and professional standing associated with such a demotion to an inferior building and office location. She will suffer severe emotional and mental distress, embarrassment, humiliation, and indignity based on such a transfer of her faculty appointment in violation of the MOU.

Likelihood of Success on the Merits. Petitioner is “not required to prove an absolute legal right when seeking a preliminary injunction, but [he] must present a reasonable question as to the existence of such a right.” AJG Holdings, LLC v. Dunn, 382 S.C. 43, 674 S.E.2d 505, 509 (Ct. App. 2009); see Williams v. Jones & Amerman, 92 S.C. 342, 75 S.E. 705 (1912) (“This does not mean an absolute legal right or certainty of success but rather that he has a fair question to raise as to the existence of such a right.”). Courts have broadly construed this element and a litigant is required to do little more than state a cause of action or make a *prima facie* showing. County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002); Childs v. Columbia, 87 S.C. 566, 70 S.E. 296 (1911). “Once a *prima facie* showing has been made entitling the plaintiff to

injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the merits.” Helsel, 307 S.C. at 29, 413 S.E.2d at 826.

Plaintiff has shown more than a likelihood of success on the merits. As discussed above and as detailed in Plaintiff’s affidavits, the CofC and Dr. Welch refused to consider Plaintiff for the HEHP chairperson position based on Dr. Welch’s arbitrary and capricious decision to deem Plaintiff’s application to be untimely even though she was never given notice of Dr. Welch’s verbal deadline for submission of applications. Dr. Welch verbally announced this deadline at a meeting at which she knew Plaintiff was not present. Neither Dr. Welch nor the CofC notified Plaintiff of the deadline until after it had already expired. Plaintiff notified the CofC and Dr. Welch of her desire to apply for the position the very day she learned the position was going to be vacated and long before any decision would be made on filling the position.

The CofC’s own Faculty Grievance Committee issued a written report determining that Plaintiff has a legitimate grievance because she was not provided with any advance notice of the open position or of any deadline for applying for the position, and further concluding that Plaintiff is an eligible candidate for the chairperson position, and that her application for the position should be considered. Despite the Faculty Grievance Committee’s findings, the CofC simply disregarded them. The current Provost advised Plaintiff that the CofC will not consider her application because Plaintiff was supposedly given an agenda in advance of the faculty meeting which allegedly notified her of the deadline for applying for the position, which is demonstrably false.

The MOU could not be clearer that Plaintiff’s faculty office is to be in the Riley Center. Plaintiff has never agreed to modify or waive the terms of the contract. The CofC has offered nothing to contradict the terms of the MOU, which were specifically agreed to and signed not only by Plaintiff and Dr. Welch, but also by the CofC’s then-President (Glenn McConnell), the CofC’s

then-Provost (Dr. George Hynd), and the CofC's then-Dean of HSS (Dr. Jerry Hale. The contractual obligations of the MOU should be enforced.

Adequacy of Remedy at Law. “[W]hether there is an adequate remedy at law for a wrong, [is a] question[] that [is] not decided by narrow and artificial rules.” Kirk v. Clark, 191 S.C. 205, 4 S.E.2d 13, 15 (1939). “The adequacy of a legal remedy is a pragmatic determination based upon the certainty of fixing damages, the practicality of obtaining relief, and the efficiency of the legal remedy in the particular circumstances.” FLANAGAN, SOUTH CAROLINA CIVIL PROCEDURE at 508. “[I]f the available legal remedy in a given case reduces itself to a matter of words, rather than to a matter of efficacy, because of its impracticability, or because the threatened acts may continue during the progress of an action at law, or because successive actions at law would be necessary to protect the plaintiff's rights, equity will hold that the existence of the legal remedy is not an obstacle to the exertion of the equitable power.” Columbia Broadcasting Sys., Inc. v. Custom Recording Co., 258 S.C. 465, 189 S.E.2d 305, 312 (1972).

Plaintiff has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by the Defendants. Even if a judgment is entered in Plaintiff's favor following a trial on the merits of this action, the Court wouldn't be able to undo the actions and events that will have transpired since this lawsuit was filed. A jury could not undo the fact that Plaintiff will have been deprived of the HEHP chairperson position for many months (if not much longer) before a judgment is entered after a merits trial. An award of money damages after-the-fact will not retroactively place Plaintiff in the HEHP chairperson position.

The same situation exists involving Plaintiff's faculty office in the Riley Center. A jury could not retroactively return Plaintiff to her office in the Riley Center even as part of a money judgment in her favor. Awarding money damages over that issue would be difficult to calculate.

Requirement of Bond. Petitioner has made a *prima facie* showing entitling her to injunctive relief. According to S.C. R. Civ. Pro. 65(c), a preliminary injunction shall not issue “except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained.”

In the present case, any damages that Defendants would suffer if an injunction is wrongfully entered would be minimal. If an injunction is later overturned, then Defendants can refuse to consider Plaintiff for the chairperson position and can relocate her office from the Riley Center. For these reasons, Plaintiff submits that a bond in some minimal amount is appropriate.

CONCLUSION

Plaintiff hereby moves the Court for a temporary restraining order and preliminary injunction until a final hearing and determination of the merits of the above-entitled action, pursuant to Rule 65(a) of the South Carolina Rules of Civil Procedure, enjoining and restraining *pendente lite* the Defendant College of Charleston, and its officers, agents, employees, attorneys, and all those in active concert or participation with said Defendant, in the manner and particulars itemized in Plaintiff’s motions, and to award the Plaintiff such other and further relief as the Court may deem just and proper.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
 Daniel F. Blanchard, III
dblanchard@rosenhagood.com
 151 Meeting Street, Suite 400
 Charleston, SC 29401
 (843) 577-6726 telephone
 ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
 August 31, 2021.

EXHIBIT A

NOTE: This document is the same document already set forth in the Record on Appeal at R_071 through R_072 (Memorandum of Understanding dated July 17, 2014). In lieu of reproducing the document again here, this note has been substituted in its place to avoid unnecessary duplication.

EXHIBIT B

Thank you, Lisa...and Frank, your courtesy is very much appreciated...Randell

From: Lisa E. Chapman <LChapman@charlestoncounty.org>
Sent: Monday, July 20, 2020 4:06 PM
To: Frank Blanchard <dblanchard@rosenhagood.com>
Cc: Randell Stoney <rstone@barnwell-whaley.com>
Subject: RE: Motion "MTEMPI-Motion/Temporary Injunction" for Case "2020CP1002726-Olivia M Thompson VS College Of Charleston , defendant, et al" was added to a Motions Roster for 7/27/2020 at 9:30 AM

Thank you for the information. Since you represent consent I have continued the motion off the roster. You will be notified when the matter has been rescheduled.

Please let me know if you have any further questions.

Sincerely,

Lisa Chapman-Bauknight
 Common Pleas Non-Jury Docket Coordinator &
 Evidence Custodian
 Charleston, County Clerk of Court
 100 Broad Street, Suite 106
 Charleston, SC 29401
[*Lchapman@charlestoncounty.org](mailto:Lchapman@charlestoncounty.org)
 843-958-5049 (Office)
 843-958-5020 (Fax)

*Please note my new email address, and update your record accordingly. Thank you.
<https://protect-us.mimecast.com/s/7efLCyPD5riy25kSZqdke?domain=protect-us.mimecast.com/>

From: Frank Blanchard <dblanchard@rosenhagood.com>
Sent: Monday, July 20, 2020 4:02 PM
To: Lisa E. Chapman <LChapman@charlestoncounty.org>
Cc: rstone@barnwell-whaley.com
Subject: FW: Motion "MTEMPI-Motion/Temporary Injunction" for Case "2020CP1002726-Olivia M Thompson VS College Of Charleston , defendant, et al" was added to a Motions Roster for 7/27/2020 at 9:30 AM

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Lisa,

In follow up to our phone conversation earlier today, I represent the plaintiff in the above action. Randell Stoney has advised me that he will be representing at least some of the defendants. He's still trying to sort out whether he will be representing all of the defendants or whether other counsel will be representing some of the defendants. In the interim, he requested that the hearing in this case, which is presently scheduled for the week of July 27, be continued over to the next motions term in light of the unresolved issues with counsel and also due to the tragic events that recently occurred with the new provost at the college.

My client has no objection to continuing the motion hearing to the next term. Will you please transfer the motion to the next motions term?

I'm copying Mr. Stoney on this email. Thank you in advance for your assistance.

Frank Blanchard

[Attorney at Law]

151 Meeting Street, Suite 400

Charleston, SC 29401

|office| 843-577-6726

|fax| 843-724-8036

|direct phone| (843) 266-8123

|direct fax| (843) 266-2232

dblanchard@rosenhagood.com <<mailto:dblanchard@rosenhagood.com>>

V-Card <<https://rosenhagood.com/vcards/blanchard-daniel.vcf>>

www.rosenhagood.com <<https://www.rosenhagood.com>>

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To comply with U.S. Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

From: cpas@charlestoncounty.org [<mailto:cpas@charlestoncounty.org>]

Sent: Thursday, July 2, 2020 09:21 AM

To: Frank Blanchard

CC : Lchapman@charlestoncounty.org

Subject : Motion "MTEMPI-Motion/Temporary Injunction" for Case "2020CP1002726-Olivia M Thompson VS College Of Charleston , defendant, et al" was added to a Motions Roster for 7/27/2020 at 9:30 AM

Motions in the above captioned case will be handled during THE WEEK OF JULY 27, 2020 by the Honorable Judge Jennifer McCoy. UNLESS a hearing is requested by the parties, the motion(s) will be ruled on based on the submitted briefs. Briefs are due by 5pm on Friday, July 24th. Please send the briefs to Judge McCoy's Law Clerk at the email address below:

jmccoyle@sccourts.org

IF a hearing is being requested, please also advise the Law Clerk if a Court Reporter and/or interpreter is needed. AGAIN, this motion will be decided upon by the briefs that are submitted, unless a hearing is requested through the Judge's Law Clerk, and will then be handled by via WebEx/Zoom.

EXHIBIT C

From: cpas@charlestoncounty.org <cpas@charlestoncounty.org>
Sent: Tuesday, July 28, 2020 11:49 AM
To: Frank Blanchard <dblanchard@rosenhagood.com>
Cc: Lchapman@charlestoncounty.org
Subject: Motion "MTEMPI-Motion/Temporary Injunction" for Case "2020CP1002726-Olivia M Thompson VS College Of Charleston , defendant, et al" was added to a Motions Roster for 8/10/2020 at 9:30 AM

Motions in the above captioned case will be handled during THE WEEK OF AUGUST 10, 2020 by the Honorable Judge Daniel Hall. UNLESS a hearing is requested by the parties, the motion(s) will be ruled on based on submitted briefs. Briefs are due by 5pm on Friday, August 7th. Please send the briefs to Judge Hall's Administrative Assistant AND Law Clerk at the email addresses below:
dhallsc@sccourts.org and

dhallc@sccourts.org.

IF a hearing is being requested, please also advise the Judges' Staff if a Court Reporter and/or interpreter is needed. AGAIN, this motion will be decided upon by the briefs that are submitted, unless a hearing is requested through the Judges' Staff, and will then be handled via WebEx/Zoom.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2020-CP-10-02726
Olivia M. Thompson, Ph.D., M.P.H.,	)	
Plaintiff,	)	MOTION TO ALTER OR AMEND
	)	ORDER DENYING MOTIONS FOR
-vs-	)	PRELIMINARY INJUNCTION
	)	
College of Charleston; College of	)	
Charleston Foundation, Inc.; Frances C.	)	
Welch, Ph.D., M.A.; Godfrey A. Gibbison,	)	
Ph.D., M.S.; and Christopher R. Tobin,	)	
Defendants.	)	
	)	

Pursuant to SCRCP 54(b) and 59(e), Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (“Plaintiff”), through the undersigned attorneys, hereby moves the Court for an Order altering, amending, and/or reconsidering the Order of Circuit Judge Roger M. Young, Sr. filed November 12, 2021 (a copy of which is attached hereto as “Exhibit A”), which denied Plaintiff’s (i) Motion for Preliminary Injunction filed April 2, 2021 and (ii) Supplemental Motion for Preliminary Injunction filed July 9, 2021. Plaintiff respectfully asks the Court to alter, amend, and/or reconsider its Order in the manner set forth below.

“The purpose of a preliminary injunction is merely to preserve the relative positions of the parties until a trial on the merits can be held.” Univ. of Texas v. Camenisch, 451 U.S. 390, 395 (1981). Whether a preliminary injunction should be granted rests within the trial judge’s discretion. Seabrook v. Carolina Power & Light Co., 159 S.C. 1, 156 S.E. 1 (1930); Brandt v. Gooding, 368 S.C. 618, 629, 630 S.E.2d 259, 264 (2006). “An abuse of [that] discretion occurs when the decision of the trial court is unsupported by the evidence or controlled by an error of law.” Levine v. Spartanburg Reg’l Servs. Dist., Inc., 367 S.C. 458, 463, 626 S.E.2d 38, 41 (Ct. App. 2005).

Due to their importance, trial court orders granting or refusing a preliminary injunction are immediately appealable despite their interlocutory nature. S.C. CODE ANN. § 14-3-330(4); City of Columbia v. Pic-A-Flick Video, Inc., 340 S.C. 278, 280 n.1, 531 S.E.2d 518, 519 n.1 (2000); Shapemasters Golf Course Builders, Inc. v. Shapemasters, Inc., 360 S.C. 473, 602 S.E.2d 83, 86 (Ct. App. 2004); Curtis v. State, 345 S.C. 557, 564, 549 S.E.2d 591, 594 (2001).

I. THE COURT SHOULD ALTER OR AMEND THE ORDER TO FIND THAT JUDGE HALL DID NOT PREVIOUSLY DECIDE THE MATTERS RAISED IN THE PLAINTIFF’S MOTIONS FOR PRELIMINARY INJUNCTION AND HIS ORDER DOES NOT PRECLUDE THOSE MOTIONS.

The Court’s Order holds that Plaintiff’s motions seeking a preliminary injunction were already decided by a Form 4 Order of Circuit Judge Daniel Hall, which was filed in this case on August 13, 2020. See Order pp. 5-7. Judge Hall’s Order denied a prior Motion for Preliminary Injunction that Plaintiff had filed on June 25, 2020, the day after this lawsuit was filed. This Court’s November 12, 2021 Order says it may not “second-guess” or “overturn” Judge Hall’s denial of the prior motion. See Order p. 6.

The Court erroneously construed Plaintiff’s motions as asking it to “second-guess” or “overturn” Judge Hall’s prior Order. The motions made no such request. Importantly, Plaintiff’s Motion for Preliminary Injunction filed June 25, 2020 was based on factual events that had occurred *before this lawsuit was commenced*. In contrast, her Motion for Preliminary Injunction filed April 2, 2021 and her Supplemental Motion for Preliminary Injunction filed July 9, 2021 are based on factual events that occurred *many months after this lawsuit was commenced and after Judge Hall issued his August 13, 2020 Order*. Those later events include but are not limited to:

- the CofC’s disconnection of Plaintiff’s office telephone in December 2020 and her removal from the Riley Center website and building directory without her knowledge or permission
- Dr. Welch’s arbitrary refusal in February 2021 to consider Plaintiff’s application for the HEHP Chairperson position vacated by Dr. Wes Dudgeon

- Dr. Welch’s complete removal of Plaintiff’s faculty office from the Riley Center and Dr. Welch’s relocation of Plaintiff’s office to the Silcox Building in March 2021
- the CofC’s actions in physically removing Plaintiff from the Riley Center in April 2021 and barring her access to her faculty office and personal property in that building, and
- the CofC’s actions in July 2021 in excluding Plaintiff from the opportunity to obtain a faculty merit pay raise while other faculty members were offered this opportunity.

Well-established law holds that “if an injunction has been refused (or has been granted and dissolved), the petitioner may be entitled to an injunction on an amended, supplemental or new application setting up new grounds that did not exist when the first application was filed.” 43A C.J.S. Injunctions § 79 (2021); see also 42 AM. JUR. 2D Injunctions § 278 (2021) (“Successive applications for injunctions are not encouraged, *but when events happening after the denial of an application establish the need for injunctive relief, such relief should be granted.*” (emphasis added)); Red Star Yeast & Prod. Co. v. La Budde, 83 F.2d 394, 396 (7th Cir. 1936) (“Denial of an application for a temporary injunction does not prevent another application by the same party in the same suit, if new facts warrant it.”).

This has been the rule followed in South Carolina for nearly a century. In Tallevast v. Kaminski, 146 S.C. 225, 143 S.E. 796 (1928), our state Supreme Court held that when a preliminary injunction “has been dissolved or refused, a second application for such relief must be founded upon facts other than those set forth in the original application, and that such new facts must not have been known to or reasonably ascertainable by the moving party at the time of the first application.” Id. at 225, 143 S.E. at 798. As a result, “[o]rdinarily, a second application for injunction should only be granted in the exercise of a sound discretion, and would be denied *unless the petition set up facts which were unknown at the time of the first application.*” Id. (emphasis added). “As a general rule the second application will be denied merely on a showing that the first

one was denied, *unless complainant presents new and additional matter discovered since the former hearing.*” Id. (emphasis added).

Likewise, in Thayer Co. v. Binnall, 95 N.E.2d 193 (Mass. 1950), the Court held “[t]he fact that preliminary injunctions had been previously denied did not stay the hand of the trial judge to grant relief *if the acts occurring after the hearing on the first application for an injunction warranted such action.*” Id. at 198. “Successive applications for injunctions are not to be encouraged, but where events happening after the denial of an application establish the need of injunctive relief, such relief should be granted.” Id.

This is precisely the situation here. This Court’s Order overlooks or disregards the fact that Plaintiff’s Motion for Preliminary Injunction filed April 2, 2021 and her Supplemental Motion for Preliminary Injunction filed July 9, 2021 are based on factual events that took place **after** Plaintiff filed her first Motion for Preliminary Injunction and **after** Judge Hall entered his Order denying that prior motion. Judge Hall could not have considered or ruled on those factual events when he denied Plaintiff’s prior Motion for Preliminary Injunction because they had not yet occurred.

In short, Plaintiff is not asking this Court to “second-guess” or “overturn” Judge Hall’s prior Order. It would have been pointless to do so because he did not consider or rule upon the matters raised in the current motions. Rather, Plaintiff is asking this Court to grant a preliminary injunction based on facts that occurred after Judge Hall issued his order and which he did not consider because they had not yet taken place.¹

¹ Plaintiff filed her initial Motion for Preliminary Injunction on July 25, 2020. On July 2, before any of the Defendants had even appeared in the case, the Clerk put the motion on Judge Jennifer McCoy’s roster for July 27. However, on July 20, because Randell Stoney, Esquire had advised Plaintiff’s counsel that the Defendants were trying to sort out whether they would all have the same counsel or would have different counsel and the CofC was also recovering from the recent tragic shooting of the new Provost’s husband on July 17, the matter was continued so the Defendants could sort things out. The Clerk later put the motion on Judge Hall’s roster for August 10, 2020, which was still before any of the Defendants had appeared in the case. Defendants did

This Court's November 12, 2021 Order effectively holds that Plaintiff can never obtain a preliminary injunction for the remainder of this case because Judge Hall previously denied the same legal relief (albeit based on different facts). See Order p. 5. It is akin to holding that Plaintiff cannot obtain an Order granting a Motion to Compel in this case because another Circuit Judge had previously denied another Motion to Compel by the Plaintiff even though those motions are based on different facts. The mere fact that another Judge denied a request for a preliminary injunction based on different facts does not preclude Plaintiff from obtaining a preliminary injunction based on new or additional facts.

Even assuming for argument's sake that Judge Hall had decided the matters raised in Plaintiff's Motion for Preliminary Injunction filed April 2, 2021 and her Supplemental Motion for Preliminary Injunction filed July 9, 2021, which did not actually occur, South Carolina Rule of Civil Procedure 54(b) nevertheless permits the Court to grant a preliminary injunction despite this ruling. That rule states:

(b) Judgment Upon Multiple Claims or Involving Multiple Parties. When more than one claim for relief is presented in an action, whether as a claim, counterclaim, cross-claim, or third-party claim, or when multiple parties are involved, the court may direct the entry of a final judgment as to one or more but fewer than all of the claims or parties only upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment. In the absence of such determination and direction, ***any order or other form of decision, however designated, which adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties shall not terminate the action as to any of the claims or parties, and the order or other form of decision is subject to revision at any time before the entry of judgment adjudicating all the claims and the rights and liabilities of all the parties.***

S.C. R. CIV. PRO. 54(b) (emphasis added). Our state rule is the same as the federal rule.

not formally appear in the case until August 28, 2020. No party requested a hearing on the motion. No briefs were submitted to Judge Hall. Judge Hall held no hearing on the motion and he had no contact with any of the parties' counsel. Judge Hall made no findings. Rather, on August 13, 2020, he simply entered a Form 4 Order stating the motion was denied.

“An interlocutory order is subject to reconsideration [under Rule 54(b)] at any time prior to the entry of a final judgment.” Fayetteville Investors v. Commercial Builders, Inc., 936 F.2d 1462, 1469 (4th Cir. 1991); McDevitt v. Wellin, 2014 WL 7146967, at *2 (D.S.C. Dec. 15, 2014) (“An interlocutory order can be ‘reviewed by the district court, on motion or *sua sponte*, at any time prior to the entry of a final judgment.’” (quoting Fayetteville)). This is because a trial court retains the “inherent power to reconsider and revise any interlocutory order” at any time prior to final judgment. Regan v. City of Charleston, S.C., 40 F. Supp. 3d 698, 701 (D.S.C. 2014).

Judge Hall’s Form 4 Order was not a final judgment. His Order “is subject to revision at any time” before entry of a final judgment in this case. The Court erred as a matter of law in holding that Judge Hall previously decided the matters raised in Plaintiff’s preliminary injunction motions or that his Order precluded the Court from granting those motions. The Order should be altered or amended to hold that Judge Hall’s prior Order does not bar or preclude Plaintiff’s later motions seeking a preliminary injunction.

II. THE COURT SHOULD ALTER OR AMEND THE ORDER TO REMOVE THE FACTUAL FINDINGS THAT ARE UNSUPPORTED BY TESTIMONY OR EVIDENCE IN THE RECORD AND WHICH ARE CONTRADICTED BY THE ACTUAL EVIDENCE IN THE RECORD.

The Court’s Order contains several findings of fact that are unsupported by any affidavit, testimony, or other evidence anywhere in the record. These purported factual findings are based entirely on arguments made by Defendant College of Charleston’s (“CofC”) legal counsel at the hearing on Plaintiff’s motions. Our case law has consistently and repeatedly ruled that arguments of counsel are not evidence. Bowers v. Bowers, 304 S.C. 65, 68, 403 S.E.2d 127, 129 (Ct. App. 1991) (“Arguments of counsel are also not evidence.”); McManus v. Bank of Greenwood, 171 S.C. 84, 89, 171 S.E. 473, 475 (1933) (“This court has repeatedly held that statements of fact appearing only in argument of counsel will not be considered.”); Gilmore v. Ivey, 290 S.C. 53,

348 S.E.2d 180 (Ct. App. 1986) (disregarding the statements of counsel that he claimed reflected testimony appearing in depositions not otherwise entered into evidence); S.C. Dept. of Transp. v. Thompson, 357 S.C. 101, 105, 590 S.E.2d 511, 513 (Ct. App. 2003) (“Arguments made by counsel are not evidence”); McClurg v. Deaton, 395 S.C. 85, 87, 716 S.E.2d 887, 888 n.1 (2011) (“Memorandum in support of a motion is not evidence.”).

The Order contains the following findings of fact which are not supported by any affidavit, testimony, or other evidence in the record, but are the product of CofC’s legal counsel’s arguments:

- “For example, for the fall semester of 2021, Plaintiff is teaching three courses in her discipline *which are placed with similar disciplines* in the [CofC’s] Department of Health and Human Performance [HEHP] within the [CofC’s School of Education, Health, and Human Performance or EHHP]. Her course load *is typical for a faculty member in her Department and area of study*. The location of her assigned office with the other members of her department *is reasonable and consistent with this academic setting*.” See Order p. 8 (emphasis added).

The Order cites to nothing in the record supporting any of these assertions, including the claims that the courses which Plaintiff teaches were placed with similar disciplines in the HEHP, that these courses are typical for a faculty member in the HEHP, or that Plaintiff was reassigned to the HEHP because that is where other faculty within her same discipline are located.

In fact, these assertions are incorrect. Plaintiff is an Associate Professor of Public Health. The overwhelming majority of public health courses are taught by faculty in the CofC’s School of Humanities and Social Sciences (“HSS”) and not by faculty in HEHP. As discussed in Plaintiff’s verified motions and affidavit, she had been assigned to HSS under the terms of the Memorandum of Understanding (“MOU”) dated July 17, 2014, which explicitly transferred and moved her away from Dr. Welch in EHHP and placed her in the HSS. A copy of the MOU is attached hereto as “Exhibit B.” As part of the MOU, Plaintiff’s grant-funded programs were administratively housed

within the CofC's School of Professional Studies ("SPS"), although Plaintiff's academic home was located in HSS.

In accordance with the MOU's terms, Plaintiff (along five other full-time faculty members) had been teaching health designated courses in HSS for either the B.A. or B.S. degree in Public Health from August 16, 2014 until August 29, 2019. However, on August 28, 2019, despite the MOU, Dr. Welch unilaterally pulled Plaintiff out of the HSS and transferred her to the EHHP, where she was placed in the HEHP. The CofC later closed the SPS (where Plaintiff's courses were administratively housed). Despite CofC's lawyer arguments to the contrary, the HEHP is not where the faculty in Plaintiff's same discipline teach courses, the courses that Plaintiff teaches are not typical for a faculty member in the HEHP, and the faculty within Plaintiff's same discipline are not located in HEHP. In fact, when the CofC closed the SPS, the CofC transferred all programs in that school *except Plaintiff's program* to the CofC's School of Business Administration.

The above-quoted findings in the Order are factually incorrect and are unsupported by the actual evidence in the record. They should be removed from the Order.

- "Plaintiff first contends that she is likely to succeed on her claim that she was denied the HEHP chairperson position based on Dr. Welch's arbitrary decision to deem her application untimely, *when she was not given notice of the deadline....* She has presented no evidence to show that she should have obtained this position." See Order p. 10 (emphasis added).

Plaintiff's verified motions and affidavit showed she was not provided any notice of the application deadline for the vacant HEHP chairperson position until three days after it had already expired. Despite this fact, the evidence in the record showed that Dr. Welch refused to consider Plaintiff's application for the position even though she applied for it the same day she learned of the opening. Plaintiff also submitted evidence showing she was more qualified for the position than the lone individual whose application Dr. Welch would consider.

The CofC offered no affidavit, testimony, or evidence to contract any of Plaintiff's evidence on these matters. Instead, in opposition to Plaintiff's motions, the CofC simply offered the arguments of its legal counsel who claimed the CofC gave Plaintiff proper notice of the application deadline for the chairperson position in accordance with the CofC's policies and procedures. The Court's Order cites to no evidence anywhere in the record supporting the CofC's claim (and the Court's implicit finding) that Plaintiff was given proper advance notice of the deadline for applying for the vacant HEHP chairperson position.

The Court's finding that Plaintiff "has presented no evidence to show that she should have obtained this position" misses the point and effectively imposes a requirement that no applicant could ever meet. This finding fails to appreciate that Plaintiff's motions did not ask the Court to unilaterally place her in the chairperson position. Rather, her motions sought a preliminary injunction to require the CofC to accept her application as being timely and to require the CofC to consider her application on its merits, rather than arbitrarily exclude her from consideration based on the CofC's enforcement of an application deadline of which Plaintiff was not even made aware. The Court's finding also disregards the fact that Plaintiff presented evidence showing she is the more qualified applicant for the position.

The above-quoted findings in the Order are factually incorrect and are unsupported by the actual evidence in the record. They should be removed from the Order.

- "Plaintiff has not shown that she is likely to succeed on her claim that the MOU is an enforceable contract, *as its terms do not evidence an intent to be contractually bound to specific, enforceable obligations.*" See Order p. 11 (emphasis added).

The Order cites to no evidence anywhere in the record supporting the CofC's assertion that Plaintiff and the CofC did not intend for the MOU to be an enforceable contract. Such an intent is

nowhere stated on the face of the MOU itself. The only evidence in the record shows the CofC and Plaintiff did intend for the MOU to constitute a binding contract.

The MOU was signed by Plaintiff, the CofC's then-President Glenn McConnell, Dr. George Hynd (the CofC's then-Provost), Dr. Jerry Hale (Dean of the CofC's HSS), and Dr. Welch (Dean of the CofC's EHHP). The terms of the MOU explicitly state it was "agree[d] to" by each of those signatories. The MOU sets out in considerable detail exactly what the parties had agreed upon. It nowhere leaves anything to be resolved by future agreement. It does not state the parties contemplated executing a more formal document in the future.

The CofC's own Policy Website containing its official policies includes Official Policy 2.3.1.1, which specifically addresses the nature and extent of the CofC's "contracting authority ... and how it may be exercised." This policy explicitly states that "[t]he term 'Contract' means all types of agreements (regardless of content or what they may be called) where there is a mutual exchange of promises or undertakings" and "[c]ontracts may include, but are not limited to: ... Memoranda of Understanding or Memoranda of Agreement" See Exhibit C attached hereto.

This Court's Order cites to Stevens and Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 568, 578-79, 762 S.E.2d 696, 701 (2014), for the proposition that "for a contract to be binding, material terms cannot be left for future agreement" and "an agreement which leaves open material terms is unenforceable." See Order p.11. Based on this case, the Court finds that "Plaintiff has not presented any evidence or cited to any authority that the MOU is binding." Id. However, that case has no bearing on the current case.

In Stevens, the Court followed the long-settled principle that parties will not be bound by an informal document when that document's terms clearly express the parties' positive agreement not to be bound by its terms. 762 S.E.2d at 698-99; see also Oeland v. Kimbrell's Furniture Co.,

210 S.C. 223, 42 S.E.2d 228, 228-29 (1947) (“It is a well-founded rule of law that a contract ... may be consummated by letters without the execution of a formal instrument and the fact that it is understood that the contract is to be reduced to a formal instrument does not invalidate such agreement *unless there be a positive agreement that it shall not be binding until formally executed.*” (citing cases) (italics added)); Bugg v. Bugg, 272 S.C. 122, 125, 249 S.E.2d 505, 507 (1978) (“Where it is determined that the parties intended not to be bound *until the written contract is executed*, no valid and enforceable obligation will be held to arise.”).

The MOU at issue in Stevens, which is unlike the MOU in this case in critical respects, expressly stated that in the future the parties would “execute definitive written agreements with respect to the business terms and conditions herein contained.” 762 S.E.2d at 698-99. The parties in that case had merely agreed they would work to reach an agreement in the future. Their MOU expressly contemplated they would execute a formal contract once they had finalized their agreement, which never came to fruition. Unsurprisingly, because the MOU expressly left material terms for future agreement, the Court held this showed the parties did not intend to be bound by the MOU’s terms.

The Stevens case obviously does not control the present case. Plaintiff’s MOU with the CofC does not leave any material terms open or for future agreement. It nowhere states the parties still need to agree upon any terms or contemplates they will create or execute a more formal contract in the future. Unlike the situation in Stevens, the MOU in this case is a self-contained agreement which contains no language or “positive agreement” indicating the parties intended not to be bound by the agreement until a more formal document was signed. Instead, the MOU was and is the parties’ final expression of their agreement.

The above-quoted findings in the Order are factually incorrect and are unsupported by the actual evidence in the record. They should be removed from the Order.

III. THE COURT SHOULD ALTER OR AMEND THE ORDER TO FIND THAT PLAINTIFF SATISFIES THE REQUIREMENTS FOR A PRELIMINARY INJUNCTION.

The Court's Order holds that Plaintiff failed to show she will suffer irreparable harm if an injunction is not granted, she will likely succeed on the merits, and there is an inadequate remedy at law. See Order pp. 7-11. This holding is not supported by the evidence in the record or the law. Plaintiff's verified motions, affidavits, and exhibits show she will suffer irreparable harm if an injunction is not granted, she will likely succeed on the merits, and there is an inadequate remedy at law. A preliminary injunction is needed to maintain or restore the status quo that immediately preceded the controversy in this matter and to render complete relief to Plaintiff.

Irreparable Harm. Unless the CofC and Dr. Welch are enjoined, Plaintiff will suffer irreparable harm. Plaintiff submitted abundant evidence in the record showing she will be subjected to continued retaliation, harassment, and intimidation if a preliminary injunction is not issued. Brandt, 368 S.C. at 629, 630 S.E.2d at 265 (holding that issuance of a restraining order was necessary to prevent party from harassing other parties during the litigation). She will lose the benefits and protection of the MOU, which is an agreement that Plaintiff specifically entered with the CofC to avoid further retaliation and harassment by Dr. Welch.

If an injunction is not granted, Plaintiff will be deprived of her faculty office in the Riley Center, which was a stipulation specifically negotiated and agreed to in the MOU as part of her faculty appointment and employment terms. The loss of a faculty office is not easily measured in monetary terms although it has value or benefit to the affected faculty member.

If Defendants are not enjoined, Plaintiff will suffer interference with her ability to perform her responsibilities as a tenured Associate Professor at the CofC, including but not limited to the inability to conduct in-person meetings with students and others in her faculty office in the Riley Center and her inability to access and use the equipment and facilities that come with this office location. She will be relocated from the Riley Center to an inferior office location at the Silcox Building despite the deplorable, unhealthy, unsafe, and unworkable conditions that exist there. She will suffer injury to professional standing associated with such a demotion to an inferior office location and mental distress, embarrassment, humiliation, and indignity based on such a transfer of her faculty appointment in violation of the MOU.

If an injunction is not granted, Plaintiff will also be denied the opportunity to apply for and obtain the merit pay increase awarded to other faculty members. Because of the discretion involved in awarding a merit increase to a particular faculty member—the increases range from 4% to 15% of the faculty member's annual salary—it will not be easy to calculate the financial loss to Plaintiff after the fact if she is not considered for the merit increase.

Finally, unless an injunction is granted, Plaintiff will be deprived of the opportunity to be considered for the HEHP Chairperson position. Plaintiff will be deprived of the opportunity for realizing an increase in standing, professional reputation, notoriety, prestige, experience, and good will accompanying the performance of the duties connected with the position of HEHP Chairperson. The value of this increase in professional standing is difficult to measure in monetary terms, thus its loss is irreparable.

Likelihood of Success on the Merits. Plaintiff has shown a likelihood of success on the merits. The MOU clearly states that Plaintiff's faculty office is to be in the Riley Center. Plaintiff has never agreed to modify or waive the terms of the contract. The CofC has offered nothing to

contradict the terms of the MOU, which were specifically agreed to and executed by Plaintiff, Dr. Welch, and the CofC's President, Provost, and Dean of HSS. The obligations of the MOU should be enforced.

As detailed by the evidence in the record, the CofC and Dr. Welch refused to consider Plaintiff for the HEHP Chairperson position based on Dr. Welch's arbitrary decision to deem Plaintiff's application to be untimely even though she was not notified of Dr. Welch's verbal deadline for submission of applications until after the deadline had already expired. The CofC's own Faculty Grievance Committee issued a report determining that Plaintiff has a legitimate grievance because she was not provided with notice of any deadline for applying for the position, and further concluding that Plaintiff is an eligible candidate for the chairperson position, and that her application should be considered. Despite these findings, the CofC simply disregarded them.

Plaintiff was also arbitrarily and unfairly excluded from consideration for the merit pay increase while other faculty members were offered this opportunity. The CofC tendered no justification for its failure to notify Plaintiff of this opportunity or to consider her for the merit pay increase. This Court's Order does not even address and altogether ignores this issue.

Adequacy of Remedy at Law. Plaintiff has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by the Defendants. Even if a judgment is entered in Plaintiff's favor following a trial on the merits of this action, the Court wouldn't be able to undo the actions and events that will have already transpired since this lawsuit was filed. A jury could not retroactively return Plaintiff to her office in the Riley Center even as part of a judgment in her favor. Awarding money damages over that issue would be difficult to calculate and inadequate to compensate Plaintiff for the loss of her office location.

Although the merit pay increase involves a monetary benefit, it will be difficult for a jury to determine exactly how much of a raise Plaintiff would have received if she had been properly considered for it given that the increases in salary range from 4% to 15% of the faculty member's annual salary. The uncertainty of fixing damages renders a potential monetary recovery an inadequate remedy. A jury likewise could not undo the fact that Plaintiff will have been deprived of the HEHP Chairperson position for many months before a judgment is entered after a merits trial. An award of money damages after the fact will not retroactively place Plaintiff in the HEHP Chairperson position.

In summary, the Court should alter or amend its Order to hold that Plaintiff will suffer irreparable harm if an injunction is not granted, she will likely succeed on the merits, and there is an inadequate remedy at law. The Court should further alter or amend its Order to hold that a preliminary injunction is needed to maintain or restore the status quo that immediately preceded the controversy in this matter and to render complete relief to Plaintiff.

WHEREFORE, the Plaintiff hereby moves the Court for an Order altering, amending, and/or reconsidering its Order filed November 12, 2021 in the manner set forth hereinabove and for such other and further relief as the Court may deem just and proper.

ROSEN HAGOOD, LLC

/s/ Daniel F. Blanchard, III
 Daniel F. Blanchard, III
 151 Meeting Street, Suite 400
 Charleston, SC 29401
 (843) 577-6726 telephone
 dblanchard@rosenhagood.com

Charleston, South Carolina
 November 19, 2021.

ATTORNEYS FOR PLAINTIFF

NOTE: This document is the same document already set forth in the Record on Appeal at R_004 through R_015 (Order of The Honorable Roger M. Young, Sr. Denying Plaintiff's Motion for Preliminary Injunction filed November 12, 2021). In lieu of reproducing the document again here, this note has been substituted in its place to avoid unnecessary duplication.

EXHIBIT B

NOTE: This document is the same document already set forth in the Record on Appeal at R_071 through R_072 (Memorandum of Understanding dated July 17, 2014). In lieu of reproducing the document again here, this note has been substituted in its place to avoid unnecessary duplication.

EXHIBIT C



OFFICIAL POLICY

2.3.1.1

Authority to Contract and Required Review of Contracts

10/13/2020

Policy Statement

This Policy sets forth the nature and extent of the contracting authority of the College of Charleston (hereafter, the "College") and how it may be exercised. This Policy applies whenever the College is party to a Contract. The term "Contract" means all types of agreements (regardless of content or what they may be called) where there is a mutual exchange of promises or undertakings. Contracts may include, but are not limited to: Agreements, Grants, Cooperative Agreements, Leases, Licenses, Memoranda of Understanding or Memoranda of Agreement, Purchase Orders, a consulting or other revenue-generating agreement, operational or program agreements, renewals, contractor/vendor agreements, and other agreements of any kind whether verbal or written. Certain conditions and requirements apply to all College Contracts, particularly as a result of the College's status as a state agency.

This policy supersedes any and all previous policies and delegations of authority to contract.

Policy Manager and Responsible Department or Office

The Director of Procurement and the Office of Legal Affairs shall be jointly responsible for the periodic review and maintenance of this Policy.

Purpose/Reason for the Policy

The purpose of this Policy is to set forth Contract signatory authority and Contract review requirements for Contracts entered into on behalf of the College. This Policy is intended

to promote good business practices, to help ensure the College's compliance with legal and state law requirements and to avoid unintended obligations that are not in the best interests of the College. Specifically, this policy addresses who may enter Contracts on behalf of the College and describes the necessary review and approval of Contracts prior to execution.

Departments/Offices Affected by the Policy

This Policy applies to all members of the College community, including faculty, administrators, staff, employees, student organizations, students, and all third parties who consider entering into a Contract with or on behalf of the College.

Procedures Related to the Policy

I. Signatory Authority

All prior policies regarding signatory authority are rescinded, effective immediately, and all previous delegations of authority are revoked, unless otherwise provided herein.

The operation and administration of the College has been delegated to the President by the Board of Trustees. Therefore, the President is the only person at the College who has the legal authority to enter into any Contract on behalf of the College. The President has been specifically given the power to delegate some of his authority in writing to members of the administration to maintain and ensure a smooth administrative process in the overall operation of the institution. In addition, the College General Counsel, upon consultation by the President or the EVP for Business Affairs, may sign agreements, under authority from the South Carolina Attorney General, to procure the services of outside legal counsel.

No other faculty member, staff member, student, or other member of the of the College community shall sign any Contract, or make any other agreement, intending to legally bind the College to do something, or refrain from doing something, unless such an individual has a written delegation of authority from the President to execute that type of Contract, for the dollar amount of the contemplated transaction (if specified), on behalf of the College. A person's written authority to execute a Contract on behalf of the College must be obtained in advance of that person's execution of the Contract. For a written delegation to be effective to permit an individual to execute a contract on behalf of the College, it must be signed by the President with an effective date after August 7, 2015, and it must be filed with the Office of Legal Affairs and the Director of Procurement.

ANY CONTRACT SIGNED BY AN INDIVIDUAL WITHOUT DULY DELEGATED

AUTHORITY SHALL NOT BE BINDING UPON THE COLLEGE AND MAY RESULT IN PERSONAL LIABILITY FOR THE INDIVIDUAL SIGNING. EMPLOYEES WHO SIGN CONTRACTS PURPORTING TO BIND THE COLLEGE WITHOUT AUTHORITY PROPERLY DELEGATED UNDER THIS POLICY MAY BE SUBJECT TO COLLEGE DISCIPLINARY ACTION, UP TO AND INCLUDING DISMISSAL.

II. Required Review of Certain Contracts by the College General Counsel and Required Approval of Certain Contracts by the Executive Vice President for Business Affairs and the President Prior to Execution

A. Contracts that Require Legal Review and Approval by the Executive Vice President for Business Affairs Prior to Execution

Subject to the requirements of Section A. above, **prior** to execution by an individual with signatory authority, all of the following Contracts must receive legal review by the General Counsel (or his/her designee) **and** the approval of the Executive Vice President for Business Affairs or the President (or his/her designee):

1. Contracts with a total value in excess of \$25,000, with the exception of employment agreements;
2. Contracts that involve real property, including all actions for the purchase, sale, rental, lease, license, construction, renovation, or improvement of real property (except for those contracts involving real property outlined below that require the approval of both the President (or his/her designee) and the Executive Vice President for Business Affairs (or his/her designee);
3. Contracts involving employee benefit programs;
4. Contracts that are intended for the President's signature, or that affect the President or the Office of the President, other than Contracts of a routine nature required in the normal course of business operations (e.g., office supplies and equipment);
5. Contracts for third party audits or reviews; and
6. Contracts that are determined by an Executive Vice President or the General Counsel, in the exercise of their discretion, to require review, whether on an exceptional basis or by category of supplies or services being procured.
7. Contracts that involve agreements with other state agencies and/or academic institutions;
8. Settlement or waiver of claims or liability; and
9. Novations or amendments of contracts which required approval or which the amendment or novation increases the value of the contract in excess of \$25,000.

B. Contracts that Require Legal Review Prior to Execution

Subject to the requirements of Section A. above, **prior** to execution by an individual with signatory authority, **all** of the following Contracts **must** receive legal review by the General Counsel (or his/her designee) or the President (or his/her designee):

1. Contracts that involve the intellectual property of the College (e.g., use or licensing of innovations, patents, trademarks and copyrights);
2. Contracts that contain provisions affected by requirements specific to state agencies or Contracts that could potentially expose the College to liability even if there is no direct expenditure of funds (for example, a

Contract that contains an indemnification provision, a Contract that contains a limitation of liability or otherwise allocates liability among the parties; or a Contract that states that the laws of a state other than South Carolina govern);

3. Contracts that involve license agreements;
4. Contracts that involve minors or individuals requiring legal guardianship;
5. Settlement agreements and/or release forms where the College is compensated for damage to real property, personal injury, breach of contract, or other matters;
6. Contracts with third parties for presentations, performances, speeches, concerts, and other events of any nature on the College campus or any of its properties; and
7. Confidentiality or non-disclosure agreements.

Questions about whether a Contract requires prior review should be directed to the General Counsel for further guidance in advance of Contract execution.

C. Contracts that Require Approval by the Executive Vice President for Business Affairs and the President Prior to Execution

Subject to the requirements of Section A. above, **prior** to execution by an individual with signatory authority, **all** of the following must receive approval by the President (or his/her designee) and the Executive Vice President for Business Affairs (or his/her designee):

1. Any offer letters, employment contracts, letter of appointment, or other document(s) modifying the terms or conditions of employment (including, but not limited to, specific parking spaces, moving expenses, sabbaticals, or benefits of employment beyond the last day of on the job attendance) for anyone with Vice President, Provost, or Counsel in their title;
2. Any document which transfers a staff employee to a faculty position;
3. Any contract for the acquisition, sale, or disposal of any land and/or buildings; and
4. Any real property leases through the South Carolina General Services Division.

Notwithstanding any provisions hereof, all appointments or contracts for anyone with Dean in their title must have the approval of the President of the College. In addition, any document which amends any offer letter, contract or appointment letter for a faculty member serving in an administrative capacity must have the approval of the President if it changes the compensation, benefits, or terms of employment from those that existed at the time the faculty member was offered and accepted the administrative appointment.

III. Procurement

Any procurement where the total cumulative value of the goods and services is \$2,500 or less, and a purchasing card is used shall be exempt from all College Procurement Policies **except** for the conditions outlined in the Purchasing Card Manual (see <http://procurement.cofc.edu/documents/PCardManual-10.2014.pdf>).

The College's Procurement Office is the central authority for the procurement of goods and services required by any College department or operating unit. Unless specifically exempted, or excluded, all procurements must be made in accordance with the South Carolina Consolidated Procurement Code, rules and regulations, and those College policies and procedures prescribed by the Director of Procurement. Such College policies

and procedures include, but are not limited to, the Procurement Services and Supply Manual (see <http://procurement.cofc.edu/procurement-manual/index.php>) and all other guidelines, forms, policies, and procedures on the Procurement website (see <http://procurement.cofc.edu>).

The following procurements are exempt from the application of the South Carolina Consolidated Procurement Code and from all College Procurement Policies;

1. Agreements between two or more units, divisions or departments of the College;
2. Procurements made with certain Federal funds, but only to the extent provided for in S.C. Code Ann. §11- 35-40(3);
3. Gifts and the issuance of grants¹ and scholarships by the College;
4. Other supplies as may, from time to time, be exempted under the Procurement Code and College Procurement Policies

Notwithstanding the exclusion described in the first sentence of this Section C. (dealing with Contracts of \$2,500 or less), the Office of Procurement reserves the right to review any Contract, on a case by case basis, regardless of the dollar amount.²

IV. Specific Exemptions from Central Purchasing Authority

These supplies and services listed below may be made by the employee who is serving in the position listed next to each item:

- Copyrighted Print and Non-Print Library Materials (Dean of Libraries)
- Travel, under Travel Authorization (Controller)
- Bookstore Resale Items (Bookstore Contractor)
- Campus Shops Resale Items (Shop Manager)
- Classified and Unclassified Employee Costs (Director of Human Resources)

V. Contract Execution and Monitoring

Contract form, content, and monitoring **must** comply with the South Carolina Consolidated Procurement Code and rules and regulations promulgated under that statute. The Contract execution process must include a business review to determine the appropriateness of the acquisition and a procurement review to assess risk and compliance with controlling regulations. In addition, as indicated under Section B., certain types of Contracts may **also** require **prior legal review**.

VI. Contract Retention

All original signed Contracts **must** be maintained by the Office that generates the Contract. In addition, the individual responsible for signing a Contract also shall provide an electronic copy of the fully executed Contract to the Office of Legal Affairs within Three (3) days of execution. The Office of Legal Affairs shall retain all original Contracts or duplicate originals as the case may be to which the College is a party; provided, however, the Office of Research and Grants shall be the repository of all research and researchrelated Contracts.

VII. Conflicts of Interest and Compliance with Other Laws

College officials with Contract signature authority must exercise that authority in a manner consistent with the College's Ethics Policy and the South Carolina Ethics Code and Rules of Conduct. Additionally, signature authority requires the holder to comply with all other applicable laws or policy, including but not limited to any provision of the South Carolina Consolidated Procurement Code, or rules and regulations promulgated under that statute.

VIII. Conflicts

Should any authorization herein conflict with any other procedure or policies or create an

ambiguity said conflict and/or ambiguity shall be interpreted to require the approval of the President or his/her specific designee prior to execution.

Related Policies, Documents or Forms

Presidential Delegation of Signatory Authority for Execution of Contracts
9.1.9 Ethics Policy

Issue Date:8/7/2015¹
Date of Policy Review: 10/13/2020

Next Review Date:10/15/2025

POLICY APPROVAL

(For use by the Office of the Board of Trustees or the Office of the President)

Policy Number: 2.3.1.1

President or
Chairman, Board of Trustees



Date: 10/13/2020

¹ Approved by vote of the College of Charleston Board of Trustees, August 7, 2015.

State of South Carolina	)	Court of Common Pleas
	)	Ninth Judicial Circuit
County of Charleston	)	Case No. 2020-CP-10-02726
	)	
Olivia Thompson,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	Transcript of Record
	)	
College of Charleston, et al,	)	
	)	
Defendants.	)	
	)	

November 2, 2021
Via Virtual Courtroom

B E F O R E:

The Honorable Roger Young, Judge

A P P E A R A N C E S:

Daniel Francis Blanchard, Esquire
Attorney for the Plaintiff

Randell Stoney, Esquire
Attorney for the Defendant College of Charleston

Proceedings taken down electronically

Transcribed by:
Krystal J. Smith
Official Circuit Court Reporter

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I N D E X

<u>WITNESS/DESCRIPTION</u>	<u>PAGE NUMBER</u>
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Motion to Compel.....	27
Court Reporter Certification.....	37

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E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID.</u>	<u>EV.</u>

(No Exhibits Presented)

COURT REPORTER LEGEND

dashes	--	intentional or purposeful interruption
		or change in thought
ellipses	. . .	trailing off
[ph]		phonetically written
[sic]		written as said

1 NOVEMBER 2, 2021

2 (WHEREUPON, the proceedings began at 2:35 p.m. via the
3 virtual courtroom. The recording starts as follows.)

4 THE COURT: It says temporary injunction and motion to
5 compel. Judge Hall already turned it down on TRO; so I don't
6 understand why you're back on a TRO.

7 MR. BLANCHARD: Thank you, Your Honor. This is Frank
8 Blanchard. I represent the plaintiff, Olivia Thompson.

9 But just to clarify on that, Judge Hall did prepare an
10 order denying the motion that had been filed the day after
11 the case was commenced. The motion that we're before you on
12 today involves some events that happened since the lawsuit
13 was filed. We actually never had a hearing in front of Judge
14 Hall. What had happened, the case was filed and we filed a
15 motion and the clerk of court put it on the docket for July
16 of last year.

17 I had a conversation with Mr. Stoney, and he was -- he
18 had not made an appearance. Nobody had appeared to us as far
19 as defendants, and he was trying to sort out with -- I think
20 it was the insurance company who was going to be representing
21 the pleadings.

22 So I had needed to postpone or to continue the hearing.
23 It was continued and set on Judge Hall's docket for August
24 10th, I believe it was, but he nor any of the defendants had
25 answered or appeared. And we didn't have any kind of hearing

1 or anything before Judge Hall, we didn't submit any briefs,
2 and -- but we got a Form 4 order, but the motion was just
3 marked denied. So I don't think it was denied on the merits
4 and what we're appearing before you on today involves events
5 that happened since then.

6 THE COURT: All right. Well, go ahead then.

7 MR. BLANCHARD: Thank you, Your Honor.

8 There are several motions pending before you. There's a
9 motion for a preliminary injunction that we filed on April
10 2nd of this year, 2021. There's a supplemental motion for a
11 preliminary injunction that we filed on July 9th of this
12 year.

13 Then there are two motions that we filed against the
14 College of Charleston, one filed May 17th of this year and
15 one filed June 24th of this year. Those are both pending.

16 And the final motion is a motion to compel as to the
17 defendant Tobin, Christopher Tobin. That motion we're
18 withdrawing based on the agreement of Elliott Condon, who is
19 his attorney. We're withdrawing without prejudice; so that
20 motion can be taken off the docket for today.

21 As to other two motions, Your Honor, if you'll indulge
22 me, I'll give you some background. I think it would be
23 helpful not only to the injunction motions but also when we
24 talk about the motion to compel.

25 But the plaintiff, Ms. Thompson, is a tenured professor

1 at the College of Charleston. She's been a professor there
2 for about ten years since 2011.

3 We are seeking a preliminary injunction to enjoin the
4 College of Charleston from violating and breaching an
5 agreement that the College agreed to with Ms. Thompson in
6 2014. It was a written agreement that is attached as Exhibit
7 A to our memorandum of law in support of the motion that we
8 filed on August 31st of this year.

9 What had happened in 2013, I believe, there had been --
10 Ms. Thompson was having some problems with retaliation and
11 misconduct by a dean at the time, Ms. Fran Welch, who was
12 dean of the Department of Education, Health, and Human
13 Performance.

14 So with the information and returns from complaints to
15 the College of Charleston administration, there were
16 meetings, conversations, and ultimately an agreement was
17 reached that was approved by and it was signed off on by Ms.
18 Thompson -- Dr. Thompson, but also by Glenn McConnell, who
19 was the College's president at the time, George Hynd, Dr.
20 George Hynd, who was the College's provost at the time, by
21 Dr. Jerry Hale, who was the dean of the School of Humanities
22 and Social Services or HSS, where she worked, and then Dr.
23 Welch, who was the dean of EHHP. And I'm going to be using
24 acronyms to kind of hopefully streamline this.

25 But under the terms of the agreement, what they agreed

1 was Dr. Thompson was going to be moved from EHHP, that
2 department at the school, and into a different school, HSS,
3 to basically keep her away from Dr. Welch and so Dr. Welch
4 could no longer have control or supervision over her, her
5 faculty appointment, faculty assignment.

6 So they moved her tenure track faculty line, faculty
7 office, and administrative location to the Joseph Riley
8 Center, which is one of the College's buildings on Lockwood
9 Avenue. The agreement said she would report directly to Dr.
10 Kendra Stewart, who would serve as her department
11 chairperson. They transferred her formally from EHHP to HSS,
12 which removed her from under Dr. Welch's supervision.

13 That was implemented in 2014. The College had done
14 their promises they made in that agreement, and Dr. Thompson
15 was thriving in that arrangement. It was there for several
16 years, and then in 2019 several things changed.

17 And what happened then is in, I think, July of 2019, the
18 College elevated Dr. Welch from dean of that department that
19 Dr. Thompson had formerly been in and elevated her to interim
20 provost when the prior provost had retired. Within weeks of
21 that happening, Dr. Welch then unilaterally transferred Dr.
22 Thompson from out of HSS back into EHHP and, basically, put
23 Dr. Thompson back under her supervision and control in
24 disregard of the agreement that was reached in 2014, and we
25 submit that's it a breach of the contract.

1 And then what happened after that is there have been
2 numerous instances where Dr. Welch was undermining Dr.
3 Thompson's work at the College, and part of Dr. Thompson's
4 work involved a number of programs that were funded by grants
5 from Boeing, the airline company. And over the course of
6 several numerous years, Dr. Thompson had secured, I think,
7 over \$2 million worth of grants from Boeing that funded
8 different programs that Dr. Thompson was directing at the
9 College of Charleston, which were then a great benefit to the
10 College.

11 But Dr. Welch didn't want the program to do grant work
12 with Dr. Thompson. So what she started doing, she had secret
13 meetings with Boeing without Dr. Thompson even knowing they
14 were taking place, but Dr. Welch was trying to persuade
15 Boeing to change its grants from Dr. Thompson's programs to
16 other programs Dr. Welch was in support of that she wanted
17 benefit from.

18 And I've outlined in the affidavits, Your Honor, all the
19 different things that happened kind of in the segue, you
20 know, making this not a two-hour hearing and kind of
21 streamlining this, but we've documented it. I mean there's
22 things where Dr. Welch was changing courses online, taking
23 courses from off the online registration so that basically
24 the courses were being cancelled, changing courses from a 14-
25 week program to a 7-week program without Dr. Thompson being

1 involved, approving it, having any interaction or involvement
2 at all, delaying some of the programs or courses in this
3 program to another semester, things like that that were
4 interfering with the viability of the program that Dr.
5 Thompson was trying to make a success.

6 Another thing was there was -- under the grant agreement
7 or contract between the College and Boeing for a particular
8 grant for the Sustainable Food Service program, SV -- SFS,
9 excuse me. The College had agreed to have faculty that could
10 teach certain courses for this program. So the College
11 either had to have the faculty on board or it had to enter
12 into what is called a consortium agreement with other faculty
13 from other schools where they could teach the courses on
14 behalf of the College.

15 Well, Dr. Welch -- the school -- the College did not
16 have the faculty that were needed on its own staff. So the
17 only option was to join this consortium. Dr. Welch refused
18 to execute and sign the paperwork to do so, even though Dr.
19 Thompson had submitted it to her, had followed up with her,
20 and there was no reason not to do it. The point was by not
21 doing it, you then make this program that Dr. Thompson is
22 trying to carry out a failure.

23 Before this lawsuit was even filed, in December of 2019
24 and January of 2020 I, along with Dr. Thompson, made numerous
25 requests to the current president of the College, Dr. Hsu, to

1 have sit-down meetings to discuss the problems, the issues
2 that we -- that Dr. Thompson was seeing to try to rectify
3 this, to try to prevent this from turning into a lawsuit.

4 Dr. Hsu refused to -- to meet with us. He then instead
5 sent Angela Mulholland, who was the College's general
6 counsel, who did have a meeting with us. It was a complete
7 waste of time. It basically was a situation for her to
8 obtain information but not really attempting to work out some
9 kind of agreement or to address any of the things that were
10 taking place.

11 So as we forecast in January of 2020, if things didn't
12 change with the College, Boeing was going to pull its grants.
13 Boeing did that. In March of 2020, Boeing pulled back the
14 grants that it had -- that Dr. Thompson had been successful
15 in obtaining from -- from Boeing, and Boeing is no longer
16 doing any grant work with the College. That has caused a
17 tremendous financial damage to Dr. Thompson because part of
18 her overall salary is from the Boeing grant-related work.

19 And we filed this lawsuit June 24th, 2020, to enforce
20 the agreement that Dr. Thompson executed with the College in
21 2014 because of the interference with the Boeing grant at
22 work and claims related to that. We thought that by filing
23 the lawsuit that, you know, during the pendency of this
24 action, the actions by Dr. Welch and others at the College
25 would have stopped. That has not happened.

1 Since this lawsuit was filed, a number of things have
2 occurred that we submit are retaliation against Dr. Thompson
3 because of her filing this lawsuit and also because she filed
4 a grievance against Dr. Welch as part of the College's
5 internal grievance system.

6 So in February of 2021 of this year, Dr. Welch found out
7 or learned -- I think it was February 5th -- that the
8 chairperson for the department to which Dr. Thompson had been
9 moved, unilaterally moved in 2019 -- that's EHHP. There's a
10 school in that department, and I've forgotten the official
11 name of it, but Dr. Wes Dudgeon was the chairperson for that
12 school and department. He was resigning effective in June, I
13 think, of this past summer.

14 On February 5th, Dr. Thompson learned that he was
15 resigning and that there was going to be an opening. She
16 immediately on the same day notified the College that she was
17 interested in the open position. She then received an email
18 back from Dr. Dudgeon saying, sorry, but you've missed the
19 deadline to apply for this position.

20 Well, unbeknownst to Dr. Thompson, Dr. Welch had
21 announced this deadline at a meeting at which Dr. Thompson
22 was not even present. There was an agenda for the meeting
23 that mentions nothing about any kind of opening or vacancy
24 for the chairperson position is going to be discussed. The
25 minutes for that meeting weren't published until, I think,

1 eight or nine days after the deadline for this application
2 process had already expired.

3 So Dr. Thompson explained all of that to Dr. Dudgeon and
4 also to Dr. Welch. They, frankly, did not care. They said
5 we're not going to consider you for the position. So Dr.
6 Thompson filed a grievance through the College's internal
7 grievance process.

8 The grievance committee recommended or found that she
9 had a valid grievance and that her application for the
10 position should be considered. They recommended that the
11 College consider her, along with the only other applicant.
12 There was only one other applicant for the position.

13 The provost -- new provost then overturned that decision
14 and they refused to consider Dr. Thompson for the position
15 based on the College's policies and procedures, and we're
16 going to talk about that in a little bit, but there is
17 nothing in the College's policies and procedures that say
18 we're going to fill vacancies and chairperson's positions
19 without giving notice to faculty or imposing a deadline on
20 them and saying -- and not providing notification of that
21 deadline.

22 So that is one of the things that we have raised in the
23 preliminary injunction motion. We filed that back on April
24 2nd. We had a hearing set on April 27th in front of Judge
25 Jennifer McCoy.

1 Mr. Stoney, the College's lawyer, asked for a
2 continuance of that hearing. I did not oppose it or consent
3 to it, but Judge McCoy continued the hearing. The clerk
4 could not set the motion again for a hearing until September
5 3rd. We then showed up in front of Judge Diane Goodstein.
6 When we started to argue the motion, Judge Goodstein said,
7 oh, this involves Dr. Welch. I have a conflict. She had to
8 recuse herself.

9 So we didn't -- the motion was then pushed until today.
10 So this motion has been pending for over six months, and we
11 have tried -- I have tried to get the motion heard sooner
12 than this, but this is the earliest date that we could get it
13 before the Court.

14 In addition to the issue with the chairperson position,
15 since the beginning of this year what the College has done --
16 well, after Dr. Thompson filed that grievance, Dr. Welch then
17 moved Dr. Thompson's physical office location, removed her
18 from the Riley Center and put her into an old building called
19 the Silcox Building.

20 The Silcox Building is undergoing renovations. It's
21 actually in a very deplorable condition. We filed as part of
22 our affidavits photocopies of photographs of the Silcox
23 Building where Dr. Thompson was and -- excuse me. The Silcox
24 Building where she was going to be moved to and the Riley
25 Center where she was. They're not even comparable.

1 The office where they're going to move Dr. Thompson to
2 didn't even have working heating and air. We've got a
3 photograph of the water in the sink. It looks like iced tea.
4 You know, it's got asbestos-damaged tiles. They're doing a
5 complete renovation of that building.

6 Dr. Thompson contacted the building -- I think it's
7 maintenance department, and they said we can't believe
8 anybody is being moved in this building. We're actually
9 moving people out of this building because of the renovation
10 work that's being done.

11 In our view, it's clear retaliation against Dr. Thompson
12 because she filed this grievance. She had been in the Riley
13 Center even after this lawsuit had been filed for almost two
14 years. There was no administrative reason to move her. The
15 office where Dr. Thompson was in the Riley Center sits vacant
16 right now. It wasn't a situation where they were moving her
17 out because they needed the space for some other faculty or
18 staff member.

19 In addition to that, in -- I believe it was March of
20 this year, and at this time Dr. Thompson hadn't even been
21 told that you're not supposed to go to the Riley Center
22 anymore. So she went there one evening on a weekend. This
23 is where her office is. She has her diplomas, her furniture,
24 all of her personal items. She didn't have her key card or
25 her key card was inactive.

1 So she got the security officer that was there, the
2 campus security officer, to let her into the building. She
3 goes upstairs to the office and she's looking at some
4 computers because months earlier there had been several
5 computers outside of her office that had been taken without
6 her approval, and she had reported that to the College.

7 When she went in the office this day, she found or saw
8 new computers and she was trying to figure out if these
9 computers that had been there before and that were taken are
10 now back or whatever. So she turned the computers over
11 looking at the serial numbers.

12 As she was doing that, the same security guard that let
13 her in and two other security guards came rushing into her
14 office area with their hands on their TASERS and their
15 handguns and basically yelling at her to stop doing what she
16 was doing with the computers. I guess they thought she was
17 stealing the computers.

18 And they forced her out of the building, escorted her
19 downstairs. When they got downstairs, they made her empty
20 the contents of her purse so they could search the contents
21 of her purse. They basically treated her like a criminal.
22 She had not been notified that she's not supposed to be in
23 that building. The first -- and she later found out -- and
24 this was all done at the directive of Angela Mulholland, the
25 College of Charleston's general counsel.

1 So then in addition to that -- and I'm kind of glossing
2 over some of the details. They were all in the affidavits
3 where it's spelled out.

4 And the College has filed no affidavits or evidence to
5 respond to any of this. So the only evidence in the record
6 is what we've submitted in support of the motion. There's
7 been no evidence filed by the College to contradict it.

8 And then more recently in -- so I think it was about a
9 month ago or several weeks ago Dr. Thompson learned that the
10 College had sent notifications out to the deans to -- for a
11 process for a faculty -- professors to be eligible for merit
12 pay increases, which were in addition to the annual pay
13 increase that everybody gets.

14 And so what was supposed to happen is your dean asks the
15 faculty member to submit their CV, their current CV, along
16 with a list of their accomplishments in the last couple of
17 years. And based on these criteria, you can receive a merit
18 increase of 4 percent to 15 percent of your annual salary.
19 So in Dr. Thompson's case, it can be quite significant.

20 Dr. Thompson wasn't even notified of that. Her dean did
21 not let her know that that was even an opportunity, did not
22 solicit a CV from her, did not solicit the information that
23 was needed. She wasn't even submitted for a merit increase,
24 and the only reason she found out about this is from another
25 faculty member in another department showed her the email and

1 notification that that person had gotten from their dean
2 where they had solicited this information so that the faculty
3 member could qualify for the merit increase.

4 If Dr. Thompson had gotten the 15 percent raise, it's
5 about a \$13,500 annual difference to her as far as monetary
6 compensation that she is not going to receive since mainly
7 because she wasn't even submitted or offered the opportunity
8 to submit her CV and information.

9 We -- we believe, Your Honor, that it's pretty clear
10 that despite this lawsuit, the College is still going to
11 retaliate against Dr. Thompson and refuse to comply with the
12 agreement that it reached with her in 2014. That agreement
13 is clear where she's supposed to be, where her office is
14 going to be located, the school she's going to be in.

15 They have disregarded all of that and basically said we
16 don't care. We're going to move you wherever we want to move
17 you. They've put her into a dilapidated building for no
18 administrative or real academic reason, simply because they
19 want to mess with her.

20 They've refused to consider her for chairperson
21 positions on arbitrary and bogus reasons, that there's a
22 deadline that you didn't meet. Oh, by the way, we didn't
23 tell you about the deadline, but we're still going to enforce
24 it against you.

25 So we've asked for an injunction. The law is that an

1 injunction is designed to maintain the status quo. The
2 status quo is not today. The status quo is when the lawsuit
3 and the controversy arose. That happened before this lawsuit
4 really was filed, but no later than the date of this lawsuit.

5 I think what you're going to hear from Mr. Stoney is
6 that, well, things have changed since the motion filed.
7 Well, in our view that does not matter. The Court has the
8 power to maintain the status quo that existed when we filed
9 that motion for a preliminary injunction back on April 2nd.

10 I think I've addressed the issue with Judge Hall's
11 order. He did not address any of this. I don't know exactly
12 why he entered the Form 4 order. I don't know whether he
13 thought the motion was actually an active motion or not. We
14 didn't have a hearing. It wasn't a situation where he
15 noticed, like, a virtual hearing or anything of that nature
16 and we didn't show up. It just -- you know, we got a Form 4
17 order saying the motion was denied.

18 We've addressed all the requirements for an injunction
19 in our papers, irreparable harm, likelihood of success on the
20 merits, adequacy of remedy at law. Your Honor, if you have
21 any questions about that, I would -- I would address that in
22 detail.

23 But just to kind of quickly -- all these things we're
24 talking about, you know, assignment to office position, what
25 school you're going to be in, your academic line, all these

1 things, it really would be very difficult after this lawsuit
2 is decided on the merits to go back and compensate Dr.
3 Thompson for those things based on a monetary award. So we
4 submit a remedy at law is inadequate or it's going to be
5 inefficient.

6 As far as the more recent thing, the merit pay increase,
7 because Dr. Thompson wasn't allowed to apply for that -- you
8 know, it's a sliding scale. It's like 4 percent to 15
9 percent. I don't know how a factfinder is going to be able
10 to determine what she would have received if she isn't
11 actually considered for it.

12 So we're asking the Court as part of a preliminary
13 injunction to restore the status quo, to put Dr. Thompson
14 back in the school where she was, the department where she
15 was when this lawsuit filed, to put her back in her office at
16 the Riley Center. It's still vacant. She didn't actually
17 move anything out of it. The College moved things out of it
18 for her.

19 And to stop the retaliation and harassment that's been
20 taking place of her since this lawsuit has been filed. I
21 mean these things that are going on -- and I've learned that
22 college academia -- I mean it's a pretty vicious -- it's a
23 vicious world, and it's going to continue throughout the
24 duration of this lawsuit unless the Court enters some kind of
25 order and puts a stop to this.

1 I mean I'm actually surprised the College is doing a lot
2 of the things that they're doing because they're only making
3 the case more difficult, one, to resolve by creating
4 additional economic harm, other harm to Dr. Thompson. I mean
5 this grant work was not only economically important to Dr.
6 Thompson, it's -- there's a certain prestige reputation that
7 goes with that in her field that has been taken from her.

8 And so I don't know why the College is going this
9 direction, but it's made it clear that they're going to show
10 its powers, authority over her. They're going to disregard
11 the agreement that they reached with her in 2014, and they're
12 going to do whatever they want to do to her with impunity,
13 and we're asking the Court to stop it.

14 Thank you, Your Honor.

15 THE COURT: All right. Who's in response? Mr. Stoney?

16 MR. STONEY: Yes. Thank you, Your Honor.

17 I don't know whether the Court has had an opportunity to
18 read our memorandum submitted in opposition, but if you have,
19 then I believe that just about every point that plaintiff's
20 counsel has made has been addressed in that. I don't want to
21 belabor any of the points. I would point out several things,
22 Your Honor.

23 First of all, in preparing for this hearing, just like
24 Frank and I prepared for the last one, I've been back through
25 the -- the numerous filings that have been made on behalf of

1 Dr. Thompson, and I believe that while they are cumulative to
2 some extent, they are very repetitious in the points. The
3 points are the same.

4 And contrary to the assessment of Dr. Hall's -- excuse
5 me -- of Judge Hall's denial of the motion, the form states
6 after -- after careful consideration plaintiff's motion for
7 temporary injunction is denied, and it was denied without any
8 -- you know, without any -- any opposition tendered and it
9 was denied without a hearing.

10 And a preliminary injunction is -- you've got to show
11 irreparable harm, a likelihood of success, and then adequate
12 remedy at law, and there are a number of assertions that the
13 plaintiff has made that are assumptions of fact or
14 assumptions of success that are simply incorrect. And
15 certainly, just about everything is contested by the College
16 of Charleston.

17 Contrary to what counsel would present to the Court, Dr.
18 Thompson is not the target of retaliation and -- and
19 mismanagement at the College. She's treated just like
20 everybody else. And just for -- you know, for an example,
21 you know, she talks about this chairmanship of the
22 department, the department that she complained about and she
23 got -- she argues about it not being -- you know, not being
24 where she should be. But in her grievance hearing she
25 acknowledged that she didn't know anybody in the department,

1 didn't attend any meetings, didn't participate. She wasn't
2 in their location.

3 And the chairmanship is at the recommendation of the
4 dean with peer group input, and it is ultimately the choice
5 of the provost. So, you know, to assume that she would have
6 gotten that chairmanship, even though in her affidavit she
7 claims that she's the most qualified person, that is subject
8 to -- subject to debate.

9 Likewise, with regards to this recent issue of the merit
10 raises, that was in a different department altogether.
11 There's no evidence whatsoever and she acknowledges in her
12 email that there's no evidence that her department went
13 through that same thing process. It was a biology professor
14 that sent that out.

15 With regards to misconduct on behalf of Dean Welch, all
16 of that -- all of that is very much -- it's very much debated
17 and, you know -- and I don't want to get all too much into
18 tit for tat on the -- on the facts as has been -- has been
19 argued by counsel, but I do think it's -- I do think it bears
20 some neck.

21 Her discipline, Your Honor, is in health, and the proper
22 department, the proper school for that discipline is where
23 she is, Education, Health, and Human Performance, not HSS,
24 which is Humanities and Social Sciences, which is English and
25 Political Science.

1 The Memorandum of Understanding that she has constantly
2 referred to was simply that. It was a Memorandum of
3 Understanding. A Memorandum of Understanding is not
4 synonymous with a contract, and the case law is clear on
5 that. Even the case that is cited in her -- in one of her
6 memoranda acknowledges that they are not synonymous. So to
7 think that the College of Charleston and its governance is
8 going to be bound by a Memorandum of Understanding that's
9 seven years old is -- is entirely too restrictive to allow
10 them to function.

11 And with regards to the office, there are 18 members of
12 her department that are housed in the Silcox Building. So
13 she -- she was the only one that was not housed in the Silcox
14 Building. So all she -- all they're doing is putting -- is
15 all she's being moved is moved to where everybody else is.
16 So she's -- I mean she's being treated the same.

17 Another point, she talks about this grievance and that
18 the grievance committee was overruled or overturned or not
19 followed. They are simply an advisory committee. They're
20 not -- they don't have any authority. It's simply like an
21 ombudsman that -- that an individual can air their
22 grievances.

23 So -- and there -- there's an exhibit filed of the
24 provost's response, which -- which adequately answers the
25 question about the chairmanship issue. And once again, in

1 her own grievance statement she acknowledged that she didn't
2 participate in meetings. She did have notice of the meeting.
3 We have the listserv that went out to everybody that the
4 meeting was going to take place, and by her own
5 acknowledgement she didn't participate and didn't -- didn't
6 attend. She could have done so virtually. She didn't have
7 to go there in person.

8 Your Honor, what's interesting -- and I will -- I do
9 want to address one -- one point with regards to the grants
10 from Boeing. And there is a significant history to that as
11 to how it -- how it developed and, once again, these are
12 factual issues and not questions of law.

13 But the factual issues are that the -- there was a
14 predicate to the grant funding that a program be developed
15 and that it have a certain critical mass of students in order
16 to sustain the program, and the grant funds were to last for
17 two years, at which point the program would be up and running
18 and the student interest would be -- would sustain it. And
19 depending on -- depending on where -- you know, whose
20 position you take, it didn't work out.

21 And Dr. Thompson is going to bring it to the College of
22 Charleston, but the College of Charleston has a defense and
23 has a response to that. Again, that's a -- that's a factual
24 issue.

25 The issue of the faculty, the staff that she -- you

1 know, she was -- talked about this consortium of ag idea
2 [ph]. The College of Charleston has got to vet faculty.
3 They cannot just go out and pull in adjunct professors that
4 are not vetted if they're going to be representative of the
5 College and students are going to be awarded College of
6 Charleston's credits for those courses. It's just simply not
7 that easy. So again, these are factual circumstances.

8 With regards to -- to the hearing now, Dr. Thompson is
9 still employed at the College of Charleston. She's a tenured
10 faculty member. She's teaching three courses, which is what
11 her -- which is what her -- you know, her contract requires
12 her to do. She's teaching Health 215, which is an
13 introduction to Health; Health 257, Section 4, which is the
14 principles of nutrition; and Health 257, Section 5, which is
15 principles of nutrition.

16 So she is -- she is in the Health -- the Education,
17 Health, and Human Performance school, which is proper, under
18 the Department of Health and Human Performance. So she's
19 where she should be.

20 She's teaching three courses. She is -- has requested
21 and been granted the permission to teach remotely. She's
22 teaching remotely. She is keeping office hours remotely, you
23 know, which is -- which is like any number of faculty members
24 are doing. So there's nothing unusual about that. The
25 status quo is right where it should be.

1 With regards to her office at the Riley Center, I think
2 it's -- it's worth noting that the -- the College did go
3 through some changes and a lot of this is -- you know, is a
4 result of the -- of the COVID experience and some alterations
5 that had to be made.

6 The particular school that she was assigned to at one
7 point, the School for Professional Studies, was discontinued
8 because there was a lack of interest. So it did not have the
9 financial support from the students that it needed. So that
10 -- you know, that required a change to come about.

11 And at the Riley Center, they were -- they were
12 reassigning office spaces. This Memorandum of Understanding
13 that she references is not anything that's written in stone,
14 and to expect that it would be and that the College
15 administration and the operations of the College would be so
16 restricted that they couldn't do anything, I just believe it
17 beyond the pale.

18 The Riley Center did have an issue with -- there were
19 some issues with infestations there that required some action
20 and required -- they wanted to go ahead and empty the
21 building out. Dr. Thompson was given notice. She didn't
22 show up, she didn't cooperate, and so ultimately it was -- it
23 was determined that -- that she would -- that they would move
24 her things out, which they did, and delivered them to her or
25 by mutual agreement put them in a location where she could

1 get them and loaded them in a truck for her.

2 And with regards to her counsel bringing up her going in
3 there one night, all of that's on surveillance video. So,
4 you know, once again, we can let a jury look at that and
5 determine whether or not these officers had their hands on
6 their guns and whether or not they were yelling and to what
7 extent, if any, she was treated properly or improperly. All
8 of those are factual issues, and we'll flesh those out in due
9 course.

10 Your Honor, I just don't believe there's anything -- any
11 foundation for a preliminary injunction, and I don't know --
12 I don't know what relief you would grant. You know, as I
13 say, the -- you know, the Riley Center issue is moot. She's
14 working from home.

15 The chairmanship, that's the provost's call, and for her
16 to -- you know, to apply for the chairmanship at this point,
17 you know, quite frankly, I would -- I think that's a little
18 bit -- a little bit surprising that she would think that she
19 may be considered, but there again, if you read her own
20 affidavit, she's constantly referring to her qualifications
21 and touting those.

22 With regards to the motion to compel, I know we haven't
23 gotten to that, but I believe we've been -- we've responded
24 to everything they've asked for, with the exception of two
25 computers, which are owned by the College of Charleston. And

1 when counsel sent a preservation of evidence letter, those
2 computers had been -- and this is at my direction. I said
3 pick the computers up. I have a chain of custody and put
4 them in a safe place. So that's --

5 THE COURT: Well, at some point you have to produce
6 what's on them.

7 MR. STONEY: Well -- and we'll do that. We'll do that
8 at a -- at a mutually convenient time. I don't have any
9 problem with that. I just -- I was not going to turn -- I
10 was not going to let the College -- I didn't think it was
11 appropriate to turn them over to her, which -- which Dr.
12 Thompson felt like they were hers.

13 So I -- you know, but they -- everything is stable with
14 regards to the computers and any -- you know, anything that's
15 on them. So -- and certainly -- interestingly enough, we've
16 done very little discovery in this case, Judge.

17 THE COURT: Right. Mr. Blanchard, what is it that you
18 want on this motion to compel?

19 MR. BLANCHARD: There are, I think, four things, Your
20 Honor. I apologize. I've changed gears.

21 So the motion that we filed May 17th as to the College,
22 when we filed the motion, we had not received any responses
23 to those discovery requests. After the motion was filed, we
24 then did receive responses from the College. There are two
25 that are still issues.

1 In that grievance process that we discussed earlier,
2 when the provost overturned the grievance committee's
3 recommendation, she sent a letter to the grievance committee
4 that said in her view the refusal to consider Dr. Thompson's
5 application was in accordance with the College's policies and
6 procedures and that it would not be fair to exempt Dr.
7 Thompson from those policies.

8 So we asked the College to send us the copies of the
9 policies that say the chairperson position will be filled
10 without providing faculty notification of the opening or that
11 -- that application deadlines will be enforced against
12 faculty without providing them notice of the deadlines. The
13 response I got back from Mr. Stoney was he referred me to the
14 College of Charleston's website, which has 15 different
15 handbooks. He did not cite to any specific section or line
16 or material from those handbooks.

17 I've tried to go through. They're quite voluminous. I
18 can't find anywhere in those handbooks where there's a policy
19 or procedure like was referenced in the provost letter.
20 We've asked them to produce that policy that supports that
21 statement in her letter. They have yet to do it. So that's
22 the first request. It's basically the specific policy or
23 excerpt from it that supports that statement in the provost's
24 letter that was in response to the grievance committee.

25 The second thing in the motion that we filed on June

1 24th, we asked the College to produce the two iMac desktop
2 computers that were removed from outside of -- basically,
3 there's a little workstation that's right outside the door to
4 Dr. Thompson's office at the Riley Center. Those computers
5 were removed sometime in April. Dr. Thompson was there on
6 April 5th. The computers were there. She came back on April
7 16th. The computers were gone. So sometime in that
8 interval, they were removed.

9 We've asked -- we've since received information from the
10 College after we filed our motion to compel where they say
11 they have the computers. They're being stored in a secure
12 place. We don't know where that is. We're asking them to
13 produce the computers to Dr. Thompson. That's the second
14 thing.

15 The third thing --

16 THE COURT: What? What do you mean produce them? Give
17 them to her to use or do you want the information that's on
18 them?

19 MR. BLANCHARD: They're actually -- they were her
20 computers at the College. They were funded from the Boeing
21 grant or Boeing grants.

22 THE COURT: You want the -- the return of the computers?
23 Is that what I'm hearing? And not the information that's on
24 them?

25 MR. BLANCHARD: I think we would like to have Dr.

1 Thompson given the ability to inspect, review the computers,
2 the information on the computers. I don't think she needs to
3 physically take the computers away from the College.

4 So the third --

5 THE COURT: You don't typically get "just give me the
6 computers" in litigation and I get to keep them. You get to
7 look at what's on them if you want what's on them. But what
8 you're really saying is give them to me as part of the
9 injunction, not as part of the discovery.

10 MR. BLANCHARD: No, Your Honor.

11 THE COURT: That's what I -- well, I don't understand
12 what you're asking then.

13 MR. BLANCHARD: Well, Dr. -- Mr. Stoney jumped from the
14 preliminary injunction motions to separate motions to compel
15 that we filed that I didn't even argue. So that's why I'm a
16 little confused.

17 We filed separate motions to compel involving these
18 items. So what we're asking on the computers are for the
19 College to make them available to Dr. Thompson for her to
20 inspect. If there's information on there that she would like
21 to get copied, we will then work with Dr. -- with Mr.
22 Stoney's office to get information copied.

23 Those computers were the computers that Dr. Thompson
24 used as part of the programs that she was the principal
25 investigator for at the College. They were the computers as

1 part of her office. And so they removed them and have put
2 them someplace where we don't know where they are. The
3 computers were bought using Boeing grant funds that Dr.
4 Thompson had secured.

5 So we're not asking them to turn the computers over and
6 deliver them to Dr. Thompson's house. We're simply saying we
7 want Dr. Thompson to be allowed to know where the computers
8 are, to go and look at the information on the computers.
9 There may be something on there we would want to get copies
10 of. We'll deal with that when we get there.

11 But that's a -- that's a motion to compel. It's not
12 part of the injunction motion. So I apologize if I got you
13 confused because, to be honest with you, I was a little
14 confused myself.

15 THE COURT: All right. Well, here's what I want y'all
16 to do. I want you to both submit to me by the 10th, which is
17 next Wednesday, 5 o'clock, proposed orders specifically on
18 the -- addressing what you're asking for the Court to do on
19 the injunction issue and on the discovery issues. So submit
20 proposed orders to me by 5 o'clock next Wednesday.

21 MR. BLANCHARD: Will do, Your Honor.

22 MR. STONEY: Your Honor, so that to make certain I
23 understand you, you would like me to submit or the College to
24 submit a proposed order with regard to what we would like to
25 do on --

1 THE COURT: Yes.

2 MR. STONEY: -- the --

3 THE COURT: Yes.

4 MR. STONEY: -- injunction?

5 THE COURT: Correct. And on the responses to the
6 discovery.

7 MR. STONEY: And just so that I am -- so that I am clear
8 on the -- the disc -- the responses to the discovery, it is
9 the -- whatever -- whatever is mentioned in the provost's
10 letter regarding the application process and procedure for
11 the chairmanship of a department. That's one.

12 And the second --

13 THE COURT: Whatever it is -- whatever it is your
14 position is that you want me to rule, put it in the form of a
15 proposed order.

16 MR. BLANCHARD: And, Your Honor, I may be able to help
17 Mr. Stoney.

18 Randell, there are four things we're asking for. The
19 policies and procedures we went over earlier. The inspection
20 of the two iMac computers.

21 Number three -- and this is in the second motion to
22 compel. We asked for documentation showing who removed the
23 computers from the office that we've been talking about.
24 None of those documents were shown or produced.

25 And finally, there was camera footage for that -- for

1 that office that showed the area where the computers were
2 removed from. What you produced were the camera footage for
3 the period after Dr. Thompson noticed the computers were
4 missing and was inspecting the ones that were there. You
5 didn't produce the footage for the time period showing the
6 people that removed the computers from the office.

7 When Dr. Thompson learned the computers were missing,
8 she went to the College's IT department and campus security
9 and asked them to secure that footage and to retain it. That
10 happened within a few days of this happening. So we believe
11 they have it. They said they would keep it. That's what
12 we've asked for.

13 MR. STONEY: Your Honor, I thought that we had -- we had
14 produced whatever we had, but -- you know. And as far as the
15 computers are concerned, you know, certainly I have no -- I
16 think you're entitled to look at them and get whatever
17 information off of the computers you -- you wanted.

18 Your -- I understood your motion to compel was for us to
19 turn the computers over to you, to physically give them to
20 you for your custody, and -- you know, and as I said, we have
21 -- we've got them in a secure place so that that evidence is
22 preserved and it's there for -- you know, for use of anyone.
23 So . . .

24 THE COURT: May I suggest that y'all talk about this and
25 as far as the discovery issues go? It may be you can resolve

1 those, but if you can't, just give me a proposed order as to
2 what you think I ought to do. Okay?

3 MR. BLANCHARD: We will, Your Honor.

4 THE COURT: All right.

5 MR. BLANCHARD: And, Your Honor, some of that had
6 happened before. I think there maybe was some
7 miscommunication, but we will do it again.

8 THE COURT: Okay. It can't be the first time you've
9 ever been asked to draft a proposed order.

10 MR. BLANCHARD: No, Your Honor.

11 THE COURT: Okay. All right. Anything else?

12 MR. BLANCHARD: Not from the plaintiff, Your Honor.

13 MR. STONEY: Nothing from the College of Charleston. I
14 don't know if Mac's got anything.

15 THE COURT: Mr. McQuillin, you're just riding along for
16 the ride right now?

17 MR. MCQUILLIN: Mr. Tiller says jump and I jump. He
18 asked me to cover this hearing and so I'm here to cover it,
19 but like Frank mentioned, we -- we were able to resolve our
20 discovery dispute in advance, and the injunction is not
21 seeking anything against the College of Charleston Foundation
22 or Mr. Tobin, who are the two clients or two parties that I
23 represent in the case.

24 THE COURT: Okay. All right. On to the next one then.
25 Y'all have a good day.

1 MR. STONEY: Thank you.

2 MR. BLANCHARD: Judge Young, can I ask you one last
3 question before we go off? Judge?

4 THE COURT: Are you asking me? Yeah.

5 MR. BLANCHARD: Yeah. Do you -- do you want the
6 proposed orders just emailed to you or do you want them
7 electronically filed?

8 THE COURT: Emailed to my law clerk.

9 MR. BLANCHARD: Thank you.

10 THE COURT: Okay.

11 (WHEREUPON, the proceedings ended at 3:24 p.m.)

12

13 --- END REQUESTED TRANSCRIPT ---

14

15

16

17

18

19

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21

22

23

24

25

ROSEN | HAGOOD

DANIEL F. BLANCHARD III
dblanchard@rosenhagood.com

April 16, 2021

VIA E-MAIL AND U.S. MAIL:

Randell C. Stoney, Jr., Esquire
Barnwell Whaley Patterson & Helms, LLC
288 Meeting Street, Suite 200
P.O. Drawer H
Charleston, SC 29402

John Tiller, Esquire
Elliot Condon, Esquire
Haynsworth Sinkler Boyd, P.A.
P.O. Box 340
Charleston, SC 29402

Re: Olivia M. Thompson, Ph.D, M.P.H. v. College of Charleston *et al.*
Case No. 2020-CP-10-02726

Dear Counsel:

Please be advised that the Court has scheduled a hearing on the Plaintiff's Motion for Preliminary Injunction before The Honorable Jennifer B. McCoy for **Thursday, April 29, 2021, at 9:30am**. The hearing will be conducted through the Court's virtual courtroom. A copy of the e-mail from Judge McCoy's office regarding the procedure for the hearing is enclosed.

Please be prepared to attend the hearing if so minded. Thank you in advance for your attention to this matter.

With best regards, I am

Sincerely,

/s/ Daniel F. Blanchard, III

Daniel F. Blanchard, III

DFB/db
Encl.

Cc: The Honorable Jennifer B. McCoy (w/ encl.) (via e-mail only)
Dr. Olivia M. Thompson (w/ encls.) (via e-mail only)

ELECTRONICALLY FILED - 2021 Apr 16 9:57 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1002726

From: [McCoy, Jennifer B. Secretary \(Kathryn B. Stone\)](#)
To: [Frank Blanchard](#)
Cc: [McCoy, Jennifer Law Clerk \(Joseph Grooms\)](#)
Subject: 2020CP1002726 Thompson v. College of Charleston
Date: Wednesday, April 14, 2021 11:12:51 AM

Good Morning,

Judge McCoy received your request to have your Motion for Temporary Injunction heard the week of April 26th. Judge McCoy has scheduled this motion to be heard on **Thursday, April 29th, 2021 at 9:30 A.M.** in her virtual courtroom. The link and directions are below. You may copy opposing counsel to this email or provide them notice of the hearing. This will be the only notice you receive for this hearing.

Please see the virtual courtroom link listed below. Click the link to access the hearing. You will be prompted to enter your first name, last name, and email address. Once the information is entered, the microphone will be muted and you will enter the videoconference. If you would like to appear on screen and/or participate, click the participants icon at the bottom of your screen. Then click the hand icon at the bottom right to "raise" or "lower" your hand. This will notify the court you wish to appear on screen. Please let me know if you have an issues accessing the hearing.

<https://scjudicial.webex.com/scjudicial/onstage/g.php?MTID=e75e2cef5ed5c923c6546c177e6d5127a>

Please let me know if you have any questions.

Best,

K. Brooke Stone

Administrative Assistant
The Honorable Jennifer B. McCoy
100 Broad Street, Suite 348
Charleston, SC 29401
Phone: (843) 958-5066
Fax: (843) 958-5067

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**From:** [Randell C. Stoney, Jr.](#)  
**To:** [Frank Blanchard](#); [McCoy, Jennifer B. Secretary \(Kathryn B. Stone\)](#)  
**Cc:** [McCoy, Jennifer Law Clerk \(Joseph Grooms\)](#); [Tiller, John](#); [Condon, Elliot](#)  
**Subject:** RE: [EXT] 2020CP1002726 Thompson v. College of Charleston  
**Date:** Wednesday, April 28, 2021 10:04:48 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
**Importance:** High

---

Good Morning Ms. Stone,

I am involved in a motion hearing before Judge McCoy tomorrow at 9:30 AM, have had scheduling issues arise and am requesting a continuance. Frank Blanchard represents the plaintiff, the moving party. I have a call into Frank but have not spoken with him; he is copied on this e-mail. Thank you.  
Randell Stoney

---

**From:** Frank Blanchard <[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)>  
**Sent:** Wednesday, April 14, 2021 11:55 AM  
**To:** McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>  
**Cc:** McCoy, Jennifer Law Clerk (Joseph Grooms) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>; Randell C. Stoney, Jr. <[rstoney@barnwell-whaley.com](mailto:rstoney@barnwell-whaley.com)>; Tiller, John <[jtiller@hsblawfirm.com](mailto:jtiller@hsblawfirm.com)>; Condon, Elliot <[econdon@hsblawfirm.com](mailto:econdon@hsblawfirm.com)>  
**Subject:** [EXT] 2020CP1002726 Thompson v. College of Charleston

Dear Ms. Stone:

Thank you for your e-mail below. I'm copying opposing counsel on this e-mail so that they will also have this information. I'm also attaching a courtesy copy of a letter with enclosure that we are mailing out to counsel in today's mail and which we will also electronically file in the case file.

We thank you again for your assistance in this matter. Of course, please do not hesitate to contact us if we can provide any other information.

With best regards,

**Frank Blanchard**

*|Attorney at Law|*

 [151 Meeting Street, Suite 400](#)  
Charleston, SC 29401

Office: [\(843\) 577-6726](tel:(843)577-6726) | Fax: [\(843\) 724-8036](tel:(843)724-8036)

Direct Phone: [\(843\) 266-8123](tel:(843)266-8123) | Direct Fax: [\(843\) 266-2232](tel:(843)266-2232)

[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)  
[www.rosenhagood.com](http://www.rosenhagood.com)



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To comply with U.S. Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

---

**From:** McCoy, Jennifer B. Secretary (Kathryn B. Stone) <[jmccoysc@sccourts.org](mailto:jmccoysc@sccourts.org)>

**Sent:** Wednesday, April 14, 2021 11:13 AM

**To:** Frank Blanchard <[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)>

**Cc:** McCoy, Jennifer Law Clerk (Joseph Grooms) <[jmccoyle@sccourts.org](mailto:jmccoyle@sccourts.org)>

**Subject:** 2020CP1002726 Thompson v. College of Charleston

Good Morning,

Judge McCoy received your request to have your Motion for Temporary Injunction heard the week of April 26<sup>th</sup>. Judge McCoy has scheduled this motion to be heard on **Thursday, April 29<sup>th</sup>, 2021 at 9:30 A.M.** in her virtual courtroom. The link and directions are below. You may copy opposing counsel to this email or provide them notice of the hearing. This will be the only notice you receive for this hearing.

Please see the virtual courtroom link listed below. Click the link to access the hearing. You will be prompted to enter your first name, last name, and email address. Once the information is entered, the microphone will be muted and you will enter the videoconference. If you would like to appear on screen and/or participate, click the participants icon at the bottom of your screen. Then click the hand icon at the bottom right to "raise" or "lower" your hand. This will notify the court you wish to appear on screen. Please let me know if you have an issues accessing the hearing.

<https://scjudicial.webex.com/scjudicial/onstage/g.php?MTID=e75e2cef5ed5c923c6546c177e6d5127a>

Please let me know if you have any questions.

Best,

*K. Brooke Stone*

Administrative Assistant  
The Honorable Jennifer B. McCoy  
100 Broad Street, Suite 348  
Charleston, SC 29401  
Phone: (843) 958-5066  
Fax: (843) 958-5067

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR THE
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2020-CP-10-02726
OLIVIA M. THOMPSON, Ph.D.,	)	
M.P.H.,	)	
	)	
Plaintiff,	)	
	)	
vs	)	DEFENDANT COLLEGE OF CHARLESTON'S
	)	RESPONSES TO PLAINTIFF'S FIRST
	)	SUPPLEMENTAL REQUESTS FOR PRODUCTION
	)	OF DOCUMENTS
COLLEGE OF CHARLESTON;	)	
COLLEGE OF CHARLESTON	)	
FOUNDATION, INC.; FRANCES C.	)	
WELCH, Ph.D., M.A.; GODFREY A.	)	
GIBBISON, Ph.D., M.S.; and	)	
CHRISTOPHER R. TOBIN,	)	
	)	
Defendants.	)	
	)	

DOCUMENTS REQUESTED

1. A copy of the "notice" and "general agenda" that was sent to all "prospective participants" as referenced in Suzanne Austin's letter to Dr. Yiorgos Vassilandonakis dated March 10, 2021 (a copy of which has been produced as Bates-stamped PLF_0616 through PLF_0618). [In her letter, Dr. Austin states: "Upon review, I find the meeting procedures and the protocol followed are reasonable; notice which included a general agenda, was sent to all prospective participants."]

RESPONSE: Attached as requested.

2. Any distribution list, mailing list invitation list, emails, correspondence, letters, memoranda, or other documents identifying the "prospective participants" to whom the "notice" and "general agenda" referenced in Request Number 1 herein-above were

sent, transmitted, or delivered and when, how, and/or in what format the "notice" and "general agenda" were sent, transmitted, or delivered to the individuals.

RESPONSE: Attached as requested.

3. Any e-mails, correspondence, letters, or other documents memorializing, documenting, or confirming that the "notice" and "general agenda" as referenced in Suzanne Austin's letter to Dr. Yiorgos Vassilandonakis dated March 10, 2021 (a copy of which has been produced as Bates-stamped PLF_0616 through PLF_0618) were sent, transmitted, or delivered to Plaintiff prior to or after the department faculty meeting that occurred on January 26, 2021.

RESPONSE: Attached as requested.

4. Any written or electronic notice, position posting, position vacancy, job posting, or other document notifying or apprising potential applicants or interested faculty of the position opening or vacancy for the Chair of the College of Charleston's Department of Health & Human Performance (hereinafter "HEHP") that became available upon or with Dr. Wes Dudgeon's resignation and/or the invitation or solicitation of candidates or applicants to fill the position.

RESPONSE: None.

5. Any written or electronic notice, position posting, job posting, or other document sent, transmitted, or delivered to Plaintiff notifying or apprising her of the position opening for the Chair of the HEHP that became available upon or with Dr. Wes Dudgeon's resignation and/or inviting or soliciting Plaintiff to apply for or express her interest in the position.

RESPONSE: None.

6. A copy of the "hiring practices and policies" from which it would have

been inappropriate to "exempt Dr. Thompson" as determined or discussed by Suzanne Austin in her letter to Dr. Yiorgos Vassilandonakis dated March 10, 2021 (a copy of which has been produced as Bates-stamped PLF_0616 through PLF_0618). [In her letter, Dr. Austin states: "Therefore, I do not find it appropriate to exempt Dr. Thompson from our hiring practices and policies in this instance."]

RESPONSE: Defendant objects to Request No. 6 on the basis that the request is vague and ambiguous. Subject to and notwithstanding objection, Defendant offers that all of its policies and procedures are available to Plaintiff via its website:

<https://policy.cofc.edu/policy.php> <https://policy.cofc.edu/policy.php#handbooks>

7. Any policies, procedures, protocols, or hiring practices governing or applicable to the announcement of the position opening or vacancy, solicitation of interest in or applicants for the position, and consideration and selection of a replacement for the position of Chair of the HEHP that became available upon or with Dr. Wes Dudgeon's resignation.

RESPONSE: Please see Defendant's response to Request No. 6.

8. Any response, reply, statement, or position summary given or provided by or on behalf of Defendant Welch to Dr. Yiorgos Vassilandonakis or the College of Charleston Faculty Grievance Committee relating to Plaintiffs Notice of Grievance dated February 22, 2021.

RESPONSE: Plaintiff is in possession and control of Executive Vice President and Provost Suzanne Austin's reply to Dr. Vassilandonakis. Provost Austin's reply is identified as "PL/T_0618" in Plaintiff's production.

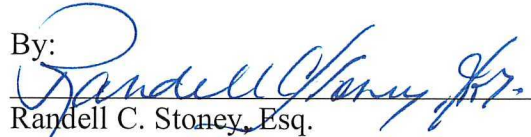
9. Any witness statements, affidavits, e-mails, letters, emails, responses, or other documents relating to or concerning the investigation, consideration, disposition, response or reply to, or resolution of Plaintiffs Notice of Grievance dated February 22, 2021.

RESPONSE: None.

If any of the documents or items requested are maintained in electronic format, Plaintiff hereby requests, in accordance with Rule 34 of the South Carolina Rules of Civil Procedure, that they be produced in electronic format.

BARNWELL, WHALEY, PATTERSON, AND
HELMS, LLC

By:


Randell C. Stoney, Esq.

P.O. Drawer H (29402)

211 King St., Suite 300

Charleston, SC 29401

(843) 577-7700

Counsel for the College of Charleston, Frances C.

Welch, Ph.D., and Godfrey A. Gibbison, Ph.D., M.S.

Dated: May 20, 2021
Charleston, South Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of Defendant College of Charleston's Responses to Plaintiff's Request for Production of Documents was served upon all counsel of record via first-class mail, postage prepaid on this 21st day of May 2021.

ATTORNEY FOR PLAINTIFF:

Daniel F. Blanchard, III
Rosen | Hagood
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726

ATTORNEYS FOR DEFENDANTS

COLLEGE OF CHARLESTON
FOUNDATION and CHRISTOPHER R.
TOBIN:
John H. Tiller
Elliot Condon
Haynesworth Sinkler Boyd, P.A.
134 Meeting Street, Third Floor
Charleston, SC 29401
(843) 722-3366

BY: _____

Debra L. Hallman

From: [Dudgeon, Wes](#)
To: [Caveny, Deanna M.](#)
Cc: [Welch, Frances C](#)
Subject: Fw: Dept. Meeting Agenda
Date: Wednesday, March 17, 2021 9:05:34 PM

Below is the email for our dept. meeting. In case you can't expand the distribution list I will send a separate email.

Thanks
Wes

Wes Dudgeon, PhD
Chair, Dept. of Health & Human Performance
College of Charleston
Silcox 307
Phone: 843.953.6538
Fax: 843.953.6757
<http://hhp.cofc.edu/faculty-staff-listing/wes-dudgeon.php>

From: Dudgeon, Wes
Sent: Monday, January 25, 2021 10:47 AM
To: EHHP-HEHP <EHHP-HEHP@cofc.edu>
Cc: Welch, Frances C <WelchF@cofc.edu>
Subject: Dept. Meeting Agenda

Updates/Discussion

- Update on delivery content
- Schedule for fall
- COVID reporting process
- Annual Evaluations

Committee Reports

- Curriculum committee
 - Proposal discussion & vote
- RAD committee update
- COMM committee update

Program updates

- PBHL
- EXSC
- PETE
- PEAC

For the Good of the Order

- Discussion with Dean Welch

Wes Dudgeon, PhD
Chair, Dept. of Health & Human Performance
College of Charleston
Silcox 307
Phone: 843.953.6538
Fax: 843.953.6757
<http://hhp.cofc.edu/faculty-staff-listing/wes-dudgeon.php>

Caveny, Deanna M.

To: Adams, J.D.; Ancrum, Zipora B; Bossak, Brian H; Carroll, Thomas L; Dudgeon, Wes; Grim, Adam P; Hart, Leslie Burdett; Hughey, Morgan; Irwin, Megan; Kollath-Cattano, Christy Lynn; Kyrlyuk, Becky; Lineberger, Blake; Maness, Sarah B; Muller, Nancy J; Pfile, Kate R; Porto, Sarah; Rowland, Shauna J; Rozzi, Susan L; Sieverdes, John; Smail, Karen M; Stalvey, Dee; Thompson, Olivia Marie; Trejo Tello, Katie

Note to file: Above is the EHHP-HEHP@cofc.edu distribution list, expanded to show the full membership. The names displayed above are also listed below.

Deanna

Deanna M. Caveny

Associate Provost for Faculty Affairs
Associate Professor of Mathematics
College of Charleston, Charleston, SC 29424
Phone: (843) 953-5527; Fax: (843) 953-5840

J.D. Adams
Zipora B. Ancrum
Brian H. Bossak
Thomas L. Carroll
Wes Dudgeon
Adam P. Grim
Leslie Burdett Hart
Morgan Hughey
Megan Irwin
Christy Lynn Kollath-Cattano
Becky Kyrlyuk
Blake Lineberger
Sarah B. Maness
Nancy J. Muller
Kate R. Pfile
Sarah Porto
Shauna J. Rowland
Susan L. Rozzi
John Sieverdes
Karen M. Smail
Dee Stalvey
Olivia Marie Thompson
Katie Trejo Tello

From: [Goodstein, Diane S. Law Clerk \(Mark A. Hinds\)](#)
To: [Young, Roger Secretary \(Robyn R. Hills\)](#); [Young, Roger Law Clerk \(Michael Secrist\)](#); [Young, Roger](#)
Cc: [Randell C. Stoney, Jr.](#); [Condon, Elliot](#); [Frank Blanchard](#); [Goodstein, Diane S. Secretary \(Karen Parker\)](#); [Goodstein, Diane S.](#); [Tiller, John](#)
Subject: Motions on 2020CP1002726 Olivia Thompson v. College of Charleston et al
Date: Friday, September 3, 2021 10:20:47 AM

Good morning Judge Young, Ms. Hills, and Michael,

Hope you all are well. As you all may know Judge Goodstein is in Charleston County Common Pleas Court this week (via webex). This morning we were to hear motions on the above captioned case. However, through our preparation for these motions it was discovered that Judge Goodstein has a relationship with one of the principal Defendants in the case, Dr. Frances Welch. As a result Judge Goodstein had to recuse herself from hearing these motions.

These motions were: (1) a motion for Preliminary injunction, (2) a supplemental motion of for a preliminary injunction and temporary restraining order, and three (3) motions to compel filed by the Plaintiff Dr. Olivia Thompson.

Mr. Frank Blanchard, Plaintiff's counsel, did put on the record that he was going to withdraw his motion to compel as against Defendants The College of Charleston Foundation and Dr. Tobin (filed 5/17/21 in the public index). Also, Defense counsel Mr. Randall Stoney indicated they would work diligently to resolve the two (2) remaining motion to compel against his client College of Charleston (Also filed 5/17/21 and 6/27/21 on the public index respectively).

In summary, Judge Goodstein was confident counsel will work diligently to resolve the motions to compel before this case is heard again leaving only the motions for preliminary injunction and the supplemental motion for a preliminary injunction and a temporary restraining order pending. Judge Goodstein apologizes for any delay this may bring to the court and counsel.

Please advise if I am incorrect on any of these matters and do not hesitate to reach out with any questions or concerns.

Best,

Mark Hinds

Law Clerk for The Honorable Diane Goodstein

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**From:** [Frank Blanchard](#)  
**To:** ["Young, Roger Law Clerk \(Michael Monastra\)"; "Young, Roger Secretary \(Robyn R. Hills\)"; "Young, Roger"](#)  
**Cc:** ["Randell C. Stoney, Jr."; "econdon@hsblawfirm.com"; "Tiller, John"; Mac McQuillin \(mmcquillin@hsblawfirm.com\)](#)  
**Subject:** Case No. 2020CP1002726 - Olivia M Thompson v. College of Charleston, et al.  
**Date:** Wednesday, November 10, 2021 4:55:00 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[Thompson.Order Granting Preliminary Injunction and Motions to Compel.docx](#)

---

Dear Judge Young:

Good afternoon. In accordance with your instructions at the motions hearing that you held in this case on November 2, 2021, I'm attaching in MS-Word format the Plaintiff's proposed order resolving all of the motions that were argued to you at the hearing.

Of course, if you want this proposed order sent in a different format or wish for any revisions to be made to the document, please do not hesitate to let us know and we'll be glad to send a revised document to you as soon as possible.

We thank you for your assistance in this matter.

With best regards,

**Frank Blanchard**

*[Attorney at Law]*

 [151 Meeting Street, Suite 400](#)  
Charleston, SC 29401

Office: [\(843\) 577-6726](#) | Fax: [\(843\) 724-8036](#)

Direct Phone: [\(843\) 266-8123](#) | Direct Fax: [\(843\) 266-2232](#)

[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)  
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|                         |   |                                |
|-------------------------|---|--------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS   |
|                         | ) | FOR THE NINTH JUDICIAL CIRCUIT |
| COUNTY OF CHARLESTON    | ) | CASE NO. 2020-CP-10-02726      |

|                                          |   |              |
|------------------------------------------|---|--------------|
| Olivia M. Thompson, Ph.D., M.P.H.,       | ) |              |
| Plaintiff,                               | ) | <b>ORDER</b> |
| -vs-                                     | ) |              |
|                                          | ) |              |
| College of Charleston; College of        | ) |              |
| Charleston Foundation, Inc.; Frances C.  | ) |              |
| Welch, Ph.D., M.A.; Godfrey A. Gibbison, | ) |              |
| Ph.D., M.S.; and Christopher R. Tobin,   | ) |              |
| Defendants.                              | ) |              |
| _____                                    | ) |              |

On November 2, 2021, the Court conducted a hearing on several motions filed by Plaintiff Olivia M. Thompson, Ph.D., M.P.H. (“Plaintiff”), namely: (1) Plaintiff’s Motion for Preliminary Injunction filed April 2, 2021; (2) Plaintiff’s Supplemental Motion for Preliminary Injunction filed July 9, 2021; (3) Plaintiff’s Motion to Compel against Defendant College of Charleston (“CofC”) filed May 17, 2021; and (4) Plaintiff’s Motion to Compel against Defendant CofC filed June 24, 2021. Each of these motions is addressed below seriatim.

Counsel who appeared at the hearing were Daniel F. Blanchard, III, Esquire, of Rosen Hagood, LLC, as counsel for Plaintiff; Randell C. Stoney, Jr., Esquire, of Barnwell Whaley Patterson & Helms LLC, as counsel for Defendants CofC, Frances C. Welch, Ph.D., M.A., and Godfrey A. Gibbison, Ph.D., M.S.; and Stafford J. McQuillin, III of Haynsworth Sinkler Boyd PA, as counsel for Defendants College of Charleston Foundation and Christopher R. Tobin.

Based on my review of the pleadings, motions, exhibits, affidavits, memoranda of law, and documents on record and carefully considering the arguments of counsel for the parties, I find the Plaintiff’s motions should be granted on the terms set forth below and hereby make the following findings of fact and conclusions of law:

## **FINDINGS OF FACT**

1. Continuously since August 2011, Plaintiff has been employed full-time by the CofC as a faculty member, and currently is a tenured Associate Professor. On March 15, 2017, the CofC's President, Glenn McConnell, awarded Plaintiff tenure and promotion to the rank of Associate Professor within the CofC's Joseph P. Riley, Jr., Center for Livable Communities ("Riley Center") effective August 16, 2017. The Riley Center is administratively housed within the CofC's School of Humanities and Social Sciences ("HSS") whereby Plaintiff along with 5 other full-time faculty members teach health designated courses for either the B.A. or B.S. degree in public health.

2. During July 2014, in response to Plaintiff's complaints of retaliation and harassment by her Dean, Frances C. Welch, Ph.D., M.A. ("Dr. Welch"), and further complaints that Dr. Welch had been attempting to interfere with and usurp Plaintiff's Boeing-funded grant work, Plaintiff and the CofC executed a written agreement to address and resolve the dispute.

3. The agreement is labeled a Memorandum of Understanding ("MOU"), which the CofC's official policies define as a contract.<sup>1</sup> The MOU was dated July 17, 2014, and was expressly "agree[d] to" and signed by Plaintiff on July 23, 2014; by President McConnell on July 21, 2014; by Dr. George Hynd (the CofC's Provost); by Dr. Jerry Hale (Dean of the CofC's HSS); and by Dr. Welch (Dean of the CofC's School of Education, Health, and Human Performance or "EHHP"). The MOU was expressly stated to be effective August 16, 2014.

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<sup>1</sup> The CofC's Policy Website containing the official policies of the CofC includes Official Policy 2.3.1.1, which specifically addresses the nature and extent of the CofC's "contracting authority ... and how it may be exercised." This policy further explicitly states that "[t]he term 'Contract' means all types of agreements (regardless of content or what they may be called) where there is a mutual exchange of promises or undertakings" and "[c]ontracts may include, but are not limited to: ... Memoranda of Understanding or Memoranda of Agreement ...."

4. Under the MOU's terms, the CofC agreed to take certain actions involving Plaintiff and her faculty appointment, including the following:

- To transfer and move Plaintiff from the CofC's EHHP and place her into the CofC's HSS, which acted to remove Plaintiff from under Dr. Welch's supervision and to place her under the supervision of Dr. Hale.
- To move Plaintiff's tenure-track faculty line, faculty office, and administrative location to the CofC's Riley Center located at 176 Lockwood Boulevard, Charleston.
- To have Plaintiff report directly to Dr. Kendra Stewart "who will serve in the functional role as [Plaintiff's] department chair" and who will be responsible for "conducting [Plaintiff's] annual evaluations."
- "All policies and procedures relative to [Plaintiff's] tenure and promotion (as outlined in the FAM and appropriate official communications) will need to be followed."

5. The MOU's effect was to relieve Plaintiff of any further accountability to Dr. Welch, to remove Dr. Welch from having any supervision or control over Plaintiff or her tenure-track, and to preclude Dr. Welch from interfering with Plaintiff's Boeing-funded grant work.

6. In accordance with the MOU, the CofC did transfer Plaintiff from EHHP and placed her in HSS effective August 16, 2014. Plaintiff was removed from Dr. Welch's report and appointed to Dr. Stewart, who served as her Department Chair. Plaintiff's tenure-track faculty line, faculty office, and grant-related offices were moved to the Riley Center, where they became administratively housed or located. This arrangement continued in place for several years during which Plaintiff did not complain of any issues with Dr. Welch.

7. On August 28, 2018, due to Plaintiff's efforts, Boeing agreed to make a \$250,000 grant for a project to be conducted by Plaintiff at the CofC entitled "Veterans Fellowship Program in Sustainable Food Systems" ("SFS Program"). As part of the SFS Program, the CofC agreed to develop and implement both a professional development (continuing education) certificate program and an academic credit certificate program in Sustainable Food Systems to be

administratively housed within the School of Professional Studies (“SPS”), even though Plaintiff’s academic home remained in HSS. The grant was a tremendous benefit to both Plaintiff and the CofC.

8. The situation, however, quickly deteriorated when Dr. Brian McGee (the CofC’s Provost after Dr. Hynd) resigned and Dr. Andrew Hsu (the CofC’s newly appointed President) appointed Dr. Welch as Interim Provost and Executive Vice President for Academic Affairs effective May 16, 2019. On August 28, 2019, despite the MOU and without prior consultation with Plaintiff, Dr. Welch unilaterally transferred Plaintiff from HSS back to EHHP and into EHHP’s Department of Health and Human Performance (“HEHP”), which effectively removed Plaintiff from Dr. Stewart’s report and returned her under Dr. Welch’s control and supervision.

9. Plaintiff alleges in her verified pleading, motions, and affidavit that following her transfer back to EHHP, Dr. Welch again initiated retaliation against her and interfered with her Boeing-funded work and the SFS Program. Plaintiff’s evidence in the record shows:

- Behind Plaintiff’s back, Dr. Welch and others at the CofC began disparaging Plaintiff and her work to Boeing’s employees, with the goal of inducing Boeing to remove Plaintiff as the Principal Investigator of the SFS Program.
- Dr. Welch, in collaboration with others at the CofC, directed the removal of the SFS Program’s in-person academic-credit and continuing education courses from the CofC’s course system and the SPS’s online registration page, which effectively canceled both the academic and continuing education courses of the SFS Program for the 2020 spring semester. These actions detrimentally impacted enrollment in the SFS Program and interfered with its administration.
- Dr. Welch met with Boeing’s employees on December 13, 2019, to disparage Plaintiff and the SFS Program to Boeing. Plaintiff was not notified of or invited to take part in the meeting even though she is the SFS Program’s Principal Investigator. Dr. Welch gave false information to Boeing regarding the reasons that enrollment in the professional development track of the SFS Program had not hit its target. Dr. Welch also falsely represented to Boeing that the curriculum for the professional development certificate that is a part of the SFS Program was never presented to the CofC’s Faculty Senate for approval, and consequently was not as popular an option since it was not accredited.

- Without Plaintiff's knowledge, Dr. Welch authorized or directed the CofC to submit a progress report to Boeing containing false and distorted information about the SFS Program with the clear purpose of impugning Plaintiff and her work in Boeing's eyes.
- On December 18, 2019, at Dr. Welch's direction or with her involvement, the CofC sent an e-mail to CofC staff (while excluding Plaintiff) informing them that Dr. Welch had unilaterally decided to delay the 2020 spring semester SFS Program courses to 2020 spring semester Express II. Plaintiff was not consulted regarding this decision.
- At Dr. Welch's direction or with her involvement and without Plaintiff's knowledge or approval, the CofC directed staff to notify students in late December of 2019 that the SFS Program would change from a 14-week program to a 7-week program. The 14-week program was supposed to commence only weeks later on January 8, 2020, but the CofC notified students on December 19, 2019 that the classes would not begin until the second half of the semester, which caused great confusion among students who were planning to enroll or were interested in enrolling. Plaintiff was not consulted about this change and did not approve it. Plaintiff was excluded on the CofC's e-mail communicating the change to students, even though it substantially impacted the SFS Program of which she is the Principal Investigator. These changes effectively canceled the SFS Program without any consultation with or approval of Plaintiff.
- By cancelling the programming for the SFS Program for the first seven weeks of the 2020 spring semester and allowing it to run only during the second seven weeks, it made it impossible to teach farming and food processing courses in such a shortened period of time because of the nature of those courses, which cannot be taught in seven weeks. The cancellation interfered with Plaintiff's administration of the SFS Program as well as the contractual commitments the CofC had made to Boeing under the grant contract and which the CofC had made to two area non-profit organizations that were serving as SFS Program partners.
- Under its grant contract with Boeing, the CofC had agreed to develop and implement an academic credit certificate program which it would administratively house within the SPS. To comply with this obligation, the CofC had to either have faculty who were qualified to teach the courses in the SFS Program or it must join a cooperative or consortium through which it could offer the courses. The CofC did not have the ability to teach the courses through its own faculty, thus Plaintiff secured the CofC's membership in AgIDEA, which is a consortium of universities who house faculty offering agriculture/food systems courses. However, Dr. Welch refused to execute the paperwork for the CofC to enter the consortium even though Plaintiff submitted it to her. Dr. Welch's actions prevented the CofC from offering academic credit courses in agriculture/food systems and prevented Plaintiff from being able to submit a program proposal to the CofC's Faculty Senate for approval.
- Dr. Welch and others at the CofC actively thwarted Plaintiff's efforts to locate another school or department within the CofC to serve as the SFS Program's academic or

administrative home, thereby preventing the SFS Program from being housed in a viable school or department.

- On or about February 28, 2020, the CofC, by and through Dr. Welch and other CofC employees, harassed two individuals who were teaching courses in the SFS Program by requiring them to be reclassified as temporary employees rather than as independent contractors, even though the individuals had previously worked as independent contractors and do not meet the criteria for classification as temporary employees. Although the two individuals and Plaintiff opposed the reclassification, the CofC withheld and refused to issue paychecks to them for work performed unless they agreed to sign forms acknowledging their reclassification as temporary employees.

10. In late 2019 and early 2020, Plaintiff requested a meeting with President Hsu to address and stop Dr. Welch's retaliation and interference with the SFS Program. Plaintiff warned that Dr. Welch's actions were alienating Boeing and were jeopardizing Boeing's funding for the SFS Program as well as Boeing's relationship with both Plaintiff and the CofC. President Hsu nevertheless refused Plaintiff's requests for a meeting. The CofC did nothing to address or stop Dr. Welch's actions.

11. On March 17, 2020, as Plaintiff feared and foretold, Boeing irrevocably withdrew its grant funding for the SFS Program. Boeing terminated its grants with the CofC, thereby causing monetary harm and other damages to Plaintiff. Plaintiff maintains Boeing's decision was the result of Dr. Welch's and the CofC's interference with her Boeing-funded work.

12. On June 24, 2020, Plaintiff commenced this action against the Defendants. Among other relief, the Complaint seeks an order enforcing the MOU. It also seeks to restrain and enjoin Defendants CofC and Dr. Welch from breaching and disregarding the MOU's terms and from further retaliating against and harassing her.

13. In support of her motions, Plaintiff presented her sworn affidavit, verified motions, and verified complaint showing that since this lawsuit was commenced, Defendants CofC and Dr. Welch have continued to engage in conduct that can be considered retaliation and harassment



against her. Defendants did not offer any affidavit, testimony, or other evidence in opposition to the motions. Plaintiff's uncontroverted evidence shows the following actions have occurred since she filed this lawsuit:

14. **Refusing to Consider Plaintiff for Chairperson Position.** On February 5, 2021, Plaintiff received a group email from HEHP's chairperson (Dr. Wes Dudgeon) advising faculty that he was resigning and that an internal candidate had expressed interest in applying for the chair position he would vacate. Plaintiff sent an email to Dr. Dudgeon that same day applying for the position. However, Dr. Welch notified Plaintiff that she had imposed a deadline of February 3, 2021 for submission of applications and she would not consider Plaintiff's application.

15. Dr. Welch verbally announced her deadline during a faculty meeting on January 26, 2021, at which she knew Plaintiff was not present. Plaintiff was not notified before the faculty meeting that Dr. Dudgeon was resigning or that there would be a deadline for candidates to apply for the opening. The meeting agenda circulated the day before the meeting did not alert faculty to the open chair position or the application deadline. As a result, the February 3, 2021 deadline had already passed before Plaintiff was made aware of the opening or the opportunity to apply for the open chair position.

16. Dr. Welch nevertheless refused to consider Plaintiff's application for the position. Plaintiff contends she is more experienced and has superior qualifications than the sole individual whose application for the position was granted consideration. This position would entail a significant raise in compensation for Plaintiff as well as 2-3 months of salary that would be counted in the calculation of her state pension benefits.

17. On February 8, 2021, Plaintiff's counsel notified the CofC's counsel in writing of this situation and requested his intervention to ensure that Plaintiff's application for the position is

properly considered. Nevertheless, the CofC refused to allow Plaintiff to interview for the position and refused to consider her application.

18. On March 1, 2021, after Plaintiff filed a formal grievance with the CofC's Faculty Grievance Committee, the Committee issued a written report determining that Plaintiff has a legitimate grievance, concluding that Plaintiff is an eligible candidate for the open chairperson position and that her application should be considered. Despite this report, on March 10, 2021, Dr. Suzanne Austin, the CofC's Provost, notified the Committee that she was overruling its findings and recommendation because it would not be "appropriate to exempt [Plaintiff] from [the CofC's] hiring practices and policies in this instance." Her letter did not identify what hiring practices and policies prevented the CofC from considering Plaintiff's application or from which Plaintiff would have to be exempted to consider her application.<sup>2</sup> The CofC refused to consider Plaintiff for the open Chair position. On June 7, 2021, over two months after Plaintiff had filed her Motion for Preliminary Injunction on April 2, 2021, Dr. Welch announced she was selecting as the new Chairperson of the HEHP the sole individual whose application she had granted consideration.

19. **Moving Plaintiff's Office from the CofC's Riley Center to Silcox Building.** The MOU states that Plaintiff's tenure-track faculty line, faculty office, and administrative location shall be in the CofC's Riley Center. On the evening of Sunday, March 21, 2021, Plaintiff went to her office in the Riley Center for the first time in several months. Throughout the 2020-21 academic year, she had been working remotely from her home due to the Covid-19 pandemic. Upon entering her office, Plaintiff noticed that her office telephone had been removed without her permission or knowledge.

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<sup>2</sup> The existence of these practices and policies are the subject of a Motion to Compel that Plaintiff filed against the CofC on May 17, 2021. That motion is addressed below.

20. On Monday, March 22, 2021, Plaintiff contacted the CofC's IT Service Desk to report her office telephone was missing and to request a replacement. The IT Department advised her that it had been instructed to remove her telephone and disconnect her telephone number on December 18, 2020, which was over the holiday break. Plaintiff had not been notified of this fact or asked for her permission. Because Plaintiff had been working remotely and had set up her office telephone to forward her calls to her personal cellphone, she was unaware her office telephone had been removed and telephone number disconnected.

21. Plaintiff also learned the CofC was moving her physical office from the Riley Center to a different building known as the Silcox Building. Plaintiff had not been notified she was being moved and had not consented to being moved. Plaintiff further learned the CofC had already removed her from the Riley Center website and building directory without her permission. Plaintiff also learned she had been removed from the CofC's Public Health Program website and online directory without her permission. From an online standpoint, it appeared that Plaintiff was no longer a professor at the CofC. Students, faculty, and others looking for Plaintiff's contact information on the CofC's Riley Center and Public Health Program websites would not find her because her contact information was (and is currently) deleted.

22. The Silcox Building is an inferior and less desirable, safe, and healthy office location compared to Plaintiff's office at the Riley Center. The CofC's Facilities Management Department advised Plaintiff that the Silcox Building office space to which she was assigned (Room 406) does not have functioning heat/air conditioning or hot or tepid water in any of the nearby restrooms. Plaintiff submitted photographs and other documents showing the building is in a deplorable condition and is in a state of disrepair. The building is undergoing substantial construction and renovation work, including a new roof, new windows, and new HVAC air

handlers and ductwork. It has asbestos ceiling tiles that are damaged, dislodged, and missing allowing asbestos fibers to become airborne and inhalable. The Facilities Management Department was unaware that Plaintiff's office was being moved to the Silcox Building and advised against anyone working in the building while the construction is ongoing due to the noise, dust, etc.

23. Dr. Dudgeon had previously advised Plaintiff during a faculty conference call on February 19, 2021 that all faculty and staff offices are going to be moved from the Silcox Building to another building during the construction and renovation period. However, notwithstanding the MOU, the CofC still advised Plaintiff that it is moving her office to the Silcox Building despite the unhealthy, unsafe, and unworkable conditions.

24. The MOU requires that Plaintiff's tenure-track faculty line, faculty office, and administrative location be in the Riley Center. The CofC has presented no legitimate academic or administrative need for the CofC to remove Plaintiff from the Riley Center or to relocate her to the Silcox Building. Plaintiff's office in the Riley Center is currently vacant.

25. On March 24, 2021, Plaintiff's counsel notified the CofC's counsel of the situation involving Plaintiff's office relocation and requested his intervention. Despite this request, on March 29, 2021, the CofC's IT Service Desk notified Plaintiff that "per directions from [their] CIO and supervisors," they "are not authorized" to replace her telephone at the Riley Center and instead her telephone will be moved to the Silcox Building. Dr. Dudgeon informed Plaintiff her office is now at the Silcox Building, although Plaintiff's office was never actually relocated to the Silcox Building because of the unhealthy, unsafe, and unworkable conditions in that building. Because the CofC removed Plaintiff's office from the Riley Center and has barred her access to her office, the Plaintiff, a tenured Associated Professor, currently works out of her home and meets students in cafes and on park benches when in-person meetings are required.

26. **Barring Plaintiff Access to Riley Center.** On April 2, 2021, Plaintiff filed a Motion for Preliminary Injunction to enjoin the CofC from violating the MOU's terms and seeking, *inter alia*, an order preventing the CofC from removing her faculty office from the Riley Center and moving her office to the Silcox Building. This motion was noticed for a hearing before Judge Jennifer McCoy for April 29, 2021. However, the CofC's counsel was granted a continuance. The next date the motion could be rescheduled was for September 3, 2021 before Judge Diane Goodstein. However, on the day of that hearing, Judge Goodstein recused herself, thus the hearing was again postponed and rescheduled for November 2, 2021.

27. In the interim between the initial hearing date of April 29, 2021, and the second rescheduled hearing date of November 2, 2021, the CofC continued to defy the MOU and harassed and intimidated Plaintiff. On June 29, 2021, in the late evening, Plaintiff went to her office at the Riley Center. While she was outside her office door examining several computers,<sup>3</sup> three male officers with the CofC's Department of Public Safety ("DPS") suddenly climbed the stairway and charged at her in an aggressive and threatening manner while holding their hands on their holstered handguns. One officer shouted at Plaintiff to stop and put down the computer she was examining. The officers acted as if Plaintiff was doing something illegal. The officers informed Plaintiff that

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<sup>3</sup> Plaintiff was examining the computers to determine if they were the same computers that had been removed from her office several months earlier. In April 2021, two Mac computers that had been purchased with Boeing's grant funds suddenly vanished from the cubicle stations outside of Plaintiff's office. Their removal occurred without Plaintiff's knowledge or consent. When Plaintiff discovered the computers were missing, she reported them to DPS as being stolen or otherwise removed without authorization. She further contacted the CofC's IT Department and requested they conduct a search for the computers using their tracking software. The IT Department notified Plaintiff they performed a search for the missing computers, but they were unable to locate them. In discovery in this case, Plaintiff requested the CofC to provide her with information regarding the removal of the computers, including a copy of the security videotape of the area where the computers were positioned and copies of any reports or documents explaining the removal of the computers from her office. The CofC refused to provide this information to Plaintiff. Plaintiff's request for this information is the subject of a Motion to Compel she filed on June 24, 2021, which motion is addressed below.

the CofC's General Counsel (Angela Mulholland) had directed them to deny Plaintiff access to her office in the Riley Center and to remove her from the building.

28. Although the MOU states that Plaintiff's physical office is at the Riley Center and that is where she kept her office desk, chair, computer, books, and other personal affects, the DPS Officers physically removed Plaintiff from the premises and did not allow her to retrieve any of her personal property or belongings from her office. As the three officers escorted Plaintiff out of the Riley Center, one of them instructed her that he needed to search her purse to check whether she had stolen anything. He demanded that Plaintiff empty the contents of her purse for his inspection and search. The officers refused Plaintiff's request to call her legal counsel, thus she was forced to comply with the directive. Plaintiff was forced to endure the humiliation and intrusion of having her purse searched by one of the officers while the others physically blocked her from exiting the building.

29. After the officer searched Plaintiff's purse to his satisfaction, all three officers escorted Plaintiff out of the building to her parked vehicle. They instructed her that at the direction of the CofC's General Counsel she was no longer permitted to be in the parking lot or on the Riley Center's premises. The officers then stood together in a line with their hands on their holstered tasers and glared at Plaintiff while she drove her vehicle out of the parking lot.

30. The CofC continues to refuse to permit Plaintiff access to the Riley Center or to her office located therein. The CofC has since removed Plaintiff's personal belongings from her office in the Riley Center by packing them in boxes and delivering them to her personal residence. Prior to the evening of June 29, 2021, the CofC had not notified Plaintiff that she was no longer allowed to be in the Riley Center or that she was no longer permitted to access her faculty office in the Riley Center.

31. On July 9, 2021, based on the events at the Riley Center, Plaintiff filed a Supplemental Motion for Preliminary Injunction to restrain and enjoin the CofC from breaching the terms of the MOU and seeking, *inter alia*, an order preventing the CofC from denying Plaintiff access to her faculty office in the Riley Center.

32. **Excluding Plaintiff from Merit Review.** Despite Plaintiff's filing of her supplemental motion, the CofC continued to retaliate against her. On September 22, 2021, Plaintiff learned that several faculty were awarded merit raises ranging between 4-15% of their annual base salary. Unknown to Plaintiff, the CofC had instructed its Department Chairpersons to submit recommendations for faculty merit raises by July 31, 2021. This review was to include data taken from the faculty members' Curricula Vitae (CV) as well as an optional list of accomplishments that could be submitted by the faculty member. Chairpersons were instructed to solicit CVs from their faculty as well as a list of their accomplishments to ensure they had equal data from all faculty before making their recommendations for merit raises to the Deans.

33. Plaintiff's Chairperson did not notify Plaintiff of this opportunity for a merit raise and made no effort to recommend Plaintiff for such a raise. Plaintiff's Chairperson also did not request an updated CV from her and did not ask Plaintiff to submit a list of accomplishments even though other Chairpersons had made such requests to their faculty members. The CofC has not provided any explanation as to why Plaintiff was excluded from this opportunity.

34. Even though other faculty were offered the chance for a merit review and pay raise, Plaintiff was not considered for and did not receive such a raise even though she qualified for the raise. Plaintiff was deprived of the opportunity to receive an annual salary increase of up to \$13,538.00. Plaintiff only learned of this missed opportunity after the fact because she happened to receive an email from another faculty member discussing the merit raises.

## CONCLUSIONS OF LAW

### I. MOTIONS FOR PRELIMINARY INJUNCTIONS:

Plaintiff's motions for preliminary injunction essentially seek to enjoin the CofC and Dr. Welch from breaching or disregarding the terms of the MOU and to prevent them from retaliating against and harassing her during the pendency of this action.

Whether a temporary injunction should be granted rests in the sound discretion of the judge to whom the application is addressed. Seabrook v. Carolina Power & Light Co., 159 S.C. 1, 156 S.E. 1 (1930); Brandt v. Gooding, 368 S.C. 618, 629, 630 S.E.2d 259, 264 (2006). A party seeking to obtain injunctive relief generally must demonstrate that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. FOC Lawshe Ltd. Partnership v. International Paper Co., 352 S.C. 408, 574 S.E.2d 228 (Ct. App. 2002). There is no additional requirement that the trial judge must "balance the equities" before issuing an injunction. Poynter Investments, Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 694 S.E.2d 15, 17 (2010).

"Prohibitory preliminary injunctions aim to maintain the status quo and prevent irreparable harm while a lawsuit remains pending." Pashby v. Delia, 709 F.3d 307, 319 (4th Cir. 2013). The "status quo" refers to "the last uncontested status between the parties which preceded the controversy." Id at 320; Aggarao v. MOL Ship Mgmt. Co., 675 F.3d 355, 378 (4th Cir. 2012) ("The status quo to be preserved by a preliminary injunction, however, is not the circumstances existing at the moment the lawsuit or injunction request was actually filed, but the 'last uncontested status between the parties which preceded the controversy.'"). "To be sure, it is sometimes necessary to require a party who has recently disturbed the status quo to reverse its actions, but ... [s]uch an injunction restores, rather than disturbs, the status quo ante." Aggarao, 675 F.3d at 378;



George Sink, P.A. Inj. Laws. v. George Sink II L. Firm LLC, 407 F. Supp. 3d 539, 549-50 (D.S.C. 2019).

***A. Judge Hall Did Not Previously Decide the Matters in the Present Motions:***

Defendants cite to a prior Form 4 Order of Judge Daniel Hall filed in this case on August 13, 2020, which denied a prior Motion for Preliminary Injunction filed by Plaintiff at the outset of this action, and argue it bars the relief requested in Plaintiff's current motions. The Court disagrees. Judge Hall did not previously decide the matters raised in the current motions.

On June 25, 2020, the day after Plaintiff filed this action, she filed a Motion for Preliminary Injunction, which was initially scheduled for a hearing before Judge Jennifer McCoy for July 27, 2020. However, because Defendants were trying to sort out who would be their counsel and the CofC was also recovering from the recent tragic murder of its new Provost's husband on July 17, 2020, the matter was continued. The Clerk later put the motion on Judge Hall's roster for August 10, 2020, which was still before any of the Defendants had answered or appeared in the case. No hearing was conducted on the motion and no briefs were filed. Subsequently, on August 13, 2020, Judge Hall entered a Form 4 Order simply stating the motion was denied. The Order contains no factual findings or reason for the denial.

Judge Hall's Order is not res judicata as to the issues raised in the current motions. A ruling on a preliminary injunction motion is not a final determination of any factual matters in the case. It is merely an interlocutory order that is subject to modification at any point before a final judgment is entered. Roberts v. Union Cty. Bd. of Sch. Trustees, 284 S.C. 299, 301, 326 S.E.2d 163, 164 (Ct. App. 1985); 27 S.C. JUR. Injunctions § 9. "A temporary injunction is granted without prejudice to the rights of either party pending a hearing on the merits, and 'when other issues are

brought to trial, they are determined without reference to the temporary injunction.” Allegro, Inc. v. Scully, 400 S.C. 33, 45, 733 S.E.2d 114, 121 (Ct. App. 2012).

Regardless of the effect of the Form 4 Order, Judge Hall did not decide the matters raised in the current motions. The current motions are based on events that occurred after his Order and which he could not have considered. The present motions are not barred by Judge Hall’s Order.

***B. Plaintiff Satisfies Requirements for a Preliminary Injunction:***

Plaintiff has made a satisfactory showing that she will suffer irreparable harm if an injunction is not granted, she will likely succeed on the merits, and there is an inadequate remedy at law. A preliminary injunction is thus needed to maintain or restore the status quo that immediately preceded the controversy in this matter and to render complete relief to Plaintiff.

A preliminary injunction may be sought by submitting an affidavit or verified complaint showing, with specific facts, that the applicant will sustain immediate and irreparable injury, loss, or damage if relief is not granted. S.C. R. CIV. PRO. 65(b). A verified complaint is the equivalent of an affidavit. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433, 437-38 (2003); Carmichael v. Oden, 2009 WL 9524614, \*5 (S.C. Ct. App. 2009).

Plaintiff has supported her motions with her sworn affidavit, verified motions, and verified complaint. Defendants did not offer any affidavit, sworn testimony, or other evidence in opposition to the motions. Rather, they simply relied upon the arguments of their legal counsel. Arguments of counsel are not evidence. Bowers v. Bowers, 304 S.C. 65, 68, 403 S.E.2d 127, 129 (Ct. App. 1991); McManus v. Bank of Greenwood, 171 S.C. 84, 89, 171 S.E. 473, 475 (1933); S.C. Dept. of Transp. v. Thompson, 357 S.C. 101, 105, 590 S.E.2d 511, 513 (Ct. App. 2003).

***Irreparable Harm.*** “Irreparable injury means that the injunction is reasonably necessary to protect the rights of the plaintiff pending the litigation.” JAMES F. FLANAGAN, SOUTH CAROLINA

CIVIL PROCEDURE 508 (2<sup>nd</sup> ed., 1996). “Generally, ‘irreparable injury is suffered when monetary damages are difficult to ascertain or are inadequate.’” Multi-Channel TV Cable Co. v. Charlottesville Quality Cable Operating Co., 22 F.3d 546, 551 (4<sup>th</sup> Cir. 1994). The element of irreparable harm is satisfied when it is difficult to calculate the amount of damages, such that an equitable remedy is necessary to make the aggrieved party whole. Bethel Methodist Episcopal Church v. City of Greenville, 211 S.C. 442, 45 S.E.2d 841 (1947).

Unless the CofC and Dr. Welch are enjoined, Plaintiff will suffer irreparable harm. The record shows she will be subjected to continued retaliation, harassment, and intimidation. She will lose the benefits and protection of the MOU, which is an agreement that Plaintiff specifically entered with the CofC to avoid further retaliation and harassment by Dr. Welch.

Although the CofC argues the MOU is not a binding contract, the CofC’s own Policy Website containing its official policies includes Official Policy 2.3.1.1, which specifically addresses the nature and extent of the CofC’s “contracting authority ... and how it may be exercised.” This policy explicitly states that “[t]he term ‘Contract’ means all types of agreements (regardless of content or what they may be called) where there is a mutual exchange of promises or undertakings” and “[c]ontracts may include, but are not limited to: ... Memoranda of Understanding or Memoranda of Agreement ....”

It is also settled law that the use of mere labels such as “letter of intent” or “memorandum of understanding” is not controlling on the question of whether a binding contract exists. Burbach Broad. Co. of Delaware v. Elkins Radio Corp., 278 F.3d 401, 406 (4<sup>th</sup> Cir. 2002). Instead, the law holds that an informal agreement is a binding contract when the parties intended to be bound by its terms. Oeland v. Kimbrell’s Furniture Co., 210 S.C. 223, 227, 42 S.E.2d 228, 228-29 (1947); Aperm of S. Carolina v. Roof, 290 S.C. 442, 446-48, 351 S.E.2d 171, 173-74 (Ct. App. 1986);

Sadighi v. Daghighfekr, 66 F. Supp. 2d 752, 762 (D.S.C. 1999). In this case, the MOU clearly evinces an intent by the parties to reach a mutually binding agreement.

If an injunction is not granted, Plaintiff will be deprived of her faculty office in the Riley Center, which was a stipulation specifically negotiated and agreed to in the MOU as part of her faculty appointment and employment terms. Our courts have held that a preliminary injunction is appropriate to restrain a breach of obligations imposed by an employment contract. See, e.g., Rental Unif. Serv. of Florence, Inc. v. Dudley, 278 S.C. 674, 675, 301 S.E.2d 142, 143 (1983). The loss of a faculty office is not easily measured in monetary terms although it may have great value or benefit to the affected faculty member.

If Defendants are not enjoined, Plaintiff will suffer interference with her ability to perform her responsibilities as a tenured Associate Professor at the CofC, including but not limited to the inability to conduct in-person meetings with students and others in her faculty office in the Riley Center and her inability to access and use the equipment and facilities that come with this office location. She will be relocated from the Riley Center to an inferior office location at the Silcox Building despite the deplorable, unhealthy, unsafe, and unworkable conditions that exist there. She will suffer injury to professional standing associated with such a demotion to an inferior office location and mental distress, embarrassment, humiliation, and indignity based on such a transfer of her faculty appointment in violation of the MOU.

If an injunction is not granted, Plaintiff will also be denied the opportunity to apply for and obtain the merit pay increase awarded to other faculty members. Because of the discretion involved in awarding a merit increase to a particular faculty member—the increases range from 4% to 15% of the faculty member's annual salary—it would be difficult to calculate the financial loss to Plaintiff after the fact if she is not considered for the merit increase.

Finally, the CofC has already selected as the new Chairperson of HEHP the lone individual whose application for the position Dr. Welch granted consideration, a *fait accompli*. Consequently, unless an injunction is granted, Plaintiff will be deprived of the opportunity for realizing a substantially equivalent increase in standing, professional reputation, notoriety, prestige, experience, and good will accompanying the performance of the duties connected with the position of HEHP Chairperson. The value of this increase in professional standing is difficult if not impossible to measure in monetary terms, thus its loss is irreparable. Levine v. Spartanburg Reg'l Servs. Dist., Inc., 367 S.C. 458, 465, 626 S.E.2d 38, 42 (Ct. App. 2005); see also IAC, Ltd. v. Bell Helicopter Textron, Inc., 160 S.W.3d 191, 200 (Tex. Ct. App. 2005).

***Likelihood of Success on the Merits.*** Plaintiff is “not required to prove an absolute legal right when seeking a preliminary injunction, but [she] must present *a reasonable question* as to the existence of such a right.” AJG Holdings, LLC v. Dunn, 382 S.C. 43, 674 S.E.2d 505, 509 (Ct. App. 2009) (emphasis added). In other words, a litigant is simply required to make a *prima facie* showing of a right. County of Richland v. Simpkins, 348 S.C. 664, 560 S.E.2d 902 (Ct. App. 2002); Childs v. Columbia, 87 S.C. 566, 70 S.E. 296 (1911).

Plaintiff has shown a likelihood of success on the merits. The MOU clearly states that Plaintiff's faculty office is to be in the Riley Center. Plaintiff has never agreed to modify or waive the terms of the contract. The CofC has offered nothing to contradict the terms of the MOU, which were specifically agreed to and executed by Plaintiff, Dr. Welch, and the CofC's President, Provost, and Dean of HSS. The obligations of the MOU should be enforced.

As detailed in Plaintiff's verified motions and affidavit, the CofC and Dr. Welch refused to consider her for the HEHP Chairperson position based on Dr. Welch's arbitrary decision to deem Plaintiff's application to be untimely even though she was not notified of Dr. Welch's verbal

deadline for submission of applications. The CofC did not notify Plaintiff of the deadline until after it had already expired. The CofC's own Faculty Grievance Committee issued a written report determining that Plaintiff has a legitimate grievance because she was not provided with notice of any deadline for applying for the position, and further concluding that Plaintiff is an eligible candidate for the chairperson position, and that her application should be considered. Despite these findings, the CofC simply disregarded them.

Plaintiff was also excluded from consideration for the merit pay increase while other faculty members were offered this opportunity. The CofC has tendered no justification for its failure to notify Plaintiff of this opportunity or to consider her for the merit pay increase.

***Adequacy of Remedy at Law.*** “[W]hether there is an adequate remedy at law for a wrong, [is a] question[] that [is] not decided by narrow and artificial rules.” Kirk v. Clark, 191 S.C. 205, 4 S.E.2d 13, 15 (1939). “The adequacy of a legal remedy is a pragmatic determination based upon the certainty of fixing damages, the practicality of obtaining relief, and the efficiency of the legal remedy in the particular circumstances.” FLANAGAN, SOUTH CAROLINA CIVIL PROCEDURE at 508. “[I]f the available legal remedy in a given case reduces itself to a matter of words, rather than to a matter of efficacy, because of its impracticability, or because the threatened acts may continue during the progress of an action at law, or because successive actions at law would be necessary to protect the plaintiff's rights, equity will hold that the existence of the legal remedy is not an obstacle to the exertion of the equitable power.” Columbia Broadcasting Sys., Inc. v. Custom Recording Co., 258 S.C. 465, 189 S.E.2d 305, 312 (1972).

Plaintiff has no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by the Defendants. Even if a judgment is entered in Plaintiff's favor following a trial on the merits of this action, the Court wouldn't be able to undo the actions and

events that will have already transpired since this lawsuit was filed. A jury could not retroactively return Plaintiff to her office in the Riley Center even as part of a judgment in her favor. Awarding money damages over that issue would be difficult to calculate or inadequate to compensate Plaintiff for the loss of her office location.

Although the merit pay increase involves a monetary benefit, it will be difficult for a jury to determine exactly how much of a raise Plaintiff would have received if she had been properly considered for it given that the increases in salary range from 4% to 15% of the faculty member's annual salary. The uncertainty of fixing damages renders a potential monetary recovery an inadequate remedy. A jury likewise could not undo the fact that Plaintiff will have been deprived of the HEHP Chairperson position for many months before a judgment is entered after a merits trial. An award of money damages after the fact will not retroactively place Plaintiff in the HEHP Chairperson position.

***Requirement of Bond.*** According to S.C. R. Civ. Pro. 65(c), a preliminary injunction shall not issue "except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained."

Defendants have not requested the posting of a specific bond amount. They have offered no evidence to show any damages they would suffer in the event it is determined this preliminary injunction was wrongfully entered. This Court finds that any such damages would be minimal at best. The Court finds that Plaintiff shall post a cash bond or security in the amount of \$500.00.

## **II. MOTIONS TO COMPEL:**

Plaintiff's two motions to compel against Defendant CofC seek an Order compelling the CofC to produce for inspection, examination, and/or copying the following documents or things:

- The specific sections or excerpts from CofC’s policies and procedures supporting the CofC’s assertions (as referenced in Provost Suzanne Austin’s letter dated March 10, 2021) that (i) an opening in a department chairperson position can or will be filled by an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the open position and (ii) the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies or procedures do not exist, then the CofC shall supplement its discovery responses to state that no such policy or procedure exists.
- The two iMac desktop computers that were removed from the cubical offices in front of Plaintiff’s faculty office (Room 230A) at the Riley Center on or after April 5, 2021 and which the CofC’s discovery responses dated July 2, 2021 state “are currently stored in a secured site at the school.”
- Any incident reports, investigative reports, or documents identifying the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff’s faculty office (Room 230A) at the Riley Center on or after April 5, 2021 and/or the identity of the person(s) who ordered or directed the removal of the computers and showing the date/time the computers were removed and the reason for their removal.
- The security camera footage, surveillance footage, or video identifying or depicting the person(s) who accessed the cubical offices in front of Plaintiff’s office at the Riley Center from April 5 through April 16, 2021, including but not limited to any footage identifying or depicting the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff’s faculty office (Room 230A) at the Riley Center that occurred on or after April 5, 2021.

The scope of discovery in South Carolina is broad and “an objection on relevance grounds is likely to limit only the most excessive discovery request.” Samples v. Mitchell, 329 S.C. 105, 110, 495 S.E.2d 213, 215 (Ct. App. 1997). Rule of Civil Procedure 26(b)(1) states that “[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party,” and “[i]t is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.” S.C. R. CIV. PRO. 26(b)(1).



The Court finds that Plaintiff's requests seek relevant information and are not excessive. No showing has been made that the requests implicate privileged information. Accordingly, the Court finds that Defendant CofC must produce the requested documents and things for inspection and copying by Plaintiff.

### CONCLUSION

For all of the above reasons, it is hereby

ORDERED that Plaintiff's Motion for Preliminary Injunction filed on April 2, 2021; Plaintiff's Supplemental Motion for Preliminary Injunction filed on July 9, 2021; Plaintiff's Motion to Compel filed against Defendant CofC on May 17, 2021; and Plaintiff's Motion to Compel filed against Defendant CofC on June 24, 2021 are hereby GRANTED; and

FURTHER ORDERED that, until further Order of this Court, Defendants College of Charleston and Frances C. Welch, Ph.D., M.A. and their officers, agents, employees, attorneys, and all those in active concert or participation with them are immediately restrained and enjoined *pendente lite* as follows:

- a. from breaching, violating, or disregarding the terms and provisions of the written Memorandum of Understanding dated July 17, 2014, a copy of which is attached as "Exhibit A" to Plaintiff's Complaint and is incorporated herein by reference;
- b. from transferring or moving Plaintiff to the CofC's School of Education, Health, and Human Performance ("EHHP") in contravention of the terms and provisions of the MOU. Plaintiff faculty appointment is hereby immediately restored to and shall be maintained at the CofC's School of Humanities and Social Sciences ("HSS") until further Order of this Court;
- c. from returning or moving Plaintiff to work under Defendant Welch's supervision or removing Plaintiff's faculty appointment from Dr. Kendra Stewart's report in contravention of the terms and provisions of the MOU. Plaintiff's assignment or faculty appointment, tenure, and promotion are hereby immediately removed from under the supervision or control of Defendant Welch and are hereby immediately restored to the supervision of Dr. Stewart (who shall serve in the role as Plaintiff's department chairperson) until further Order of this Court;

- d. from changing or altering Plaintiff's faculty appointment, physical office location, and administrative location in contravention of the terms and provisions of the MOU. Plaintiff tenure-track faculty line, physical office, and administrative location are hereby immediately restored to and shall be maintained at Room 230A at the Riley Center at 176 Lockwood Boulevard, Charleston, South Carolina, until further Order of this Court;
- e. from denying Plaintiff access to or the use of, or otherwise preventing Plaintiff from having access to or the use of, Plaintiff's faculty office in Room 230A in the Riley Center. Defendant CofC shall immediately provide Plaintiff with a fully functional key card or key so that Plaintiff may gain access to and use her faculty office in Room 230A in the Riley Center and related premises, facilities, common areas, and parking areas;
- f. from denying Plaintiff a merit review for 2018-2020 and proper consideration for a merit-based pay raise. Plaintiff shall be allowed to submit to Dr. Stewart an updated Curriculum Vitae and list of accomplishments for 2018-2020 for merit review consideration. The CofC shall retroactively consider the application as having been timely submitted in accordance with the CofC's Faculty Administration Manual ("FAM") and will make a prompt recommendation based thereon in accordance with the FAM;
- g. from at any time and in any manner engaging in or condoning any retaliation, harassment, or intimidation against Plaintiff for her bringing this civil action or otherwise lawfully exercising her legal rights in this action; and
- h. in light of the fact that Defendant CofC has already awarded the HEHP Chairperson position to another faculty member after Plaintiff filed her Motion for Preliminary Injunction in this matter and this other faculty member has already commenced the duties of the position, Defendant CofC shall immediately place Plaintiff in a position substantially equivalent to the HEHP Chairperson position in terms of salary, benefits, responsibility, independence, status, physical office, and all other emoluments thereof, retroactive to June 7, 2021, the date that Defendant CofC appointed the new Chairperson for HEHP; and

FURTHER ORDERED that Plaintiff shall post a cash bond or security in the amount of \$500.00 within ten (10) business days after notice of entry of this Order; and

FURTHER ORDERED that within fifteen (15) days after the entry of this Order the Defendant CofC shall supplement its discovery responses and shall produce the following documents or things for inspection, examination, and copying by Plaintiff and/or her attorneys, experts, or consultants:

- a. The specific sections or excerpts from CofC's policies and procedures supporting the CofC's assertions (i) that an opening in a department chairperson position can or will be filled by an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the open position and (ii) that the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies or procedures do not exist, then the CofC shall supplement its discovery responses to state that no such policy or procedure exists.
- b. The two iMac desktop computers that were removed from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Joseph P. Riley, Jr. Center for Livable Communities ("Riley Center") on or after April 5, 2021 and which the CofC's discovery responses dated July 2, 2021 state "are currently stored in a secured site at the school."
- c. Any incident reports, investigative reports, or documents identifying the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center on or after April 5, 2021 and/or the identity of the person(s) who ordered or directed the removal of the computers and showing the date/time the computers were removed and the reason for their removal.
- d. The security camera footage, surveillance footage, or video identifying or depicting the person(s) who accessed the cubical offices in front of Plaintiff's office at the Riley Center from April 5 through April 16, 2021, including but not limited to any footage identifying or depicting the person(s) who removed the two iMac desktop computers from the cubical offices in front of Plaintiff's faculty office (Room 230A) at the Riley Center that occurred on or after April 5, 2021.

AND IT IS SO ORDERED!

---

Roger M. Young, Sr.  
Presiding Circuit Court Judge

\_\_\_\_\_, South Carolina.

This \_\_\_\_ day of \_\_\_\_\_, 2021.

**From:** [Randell C. Stoney, Jr.](#)  
**To:** [Frank Blanchard](#)  
**Cc:** [jyounglc@sccourts.org](#); [Beverly Mitton](#); [Condon, Elliot](#); [jtiller@hsblawfirm.com](#)  
**Subject:** FW: Olivia M. Thompson, Ph.D., M.P.H. vs College of Charleston, et al. C/A No. 2020-CP-10-02726  
**Date:** Wednesday, November 10, 2021 5:49:09 PM  
**Attachments:** [We sent you safe versions of your files.msg](#)  
[Order Denying Plaintiff's Motion for Preliminary Injunction \(01126400xA18B7\).docx](#)

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Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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Frank- Attached in the proposed order submitted on behalf of the College; please accept my apologies for the oversight in not copying you with it when sent to the Court. Randell

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**From:** Beverly Mitton <bmitton@barnwell-whaley.com>  
**Sent:** Wednesday, November 10, 2021 4:00 PM  
**To:** [jyounglc@sccourts.org](#)  
**Cc:** Randell C. Stoney, Jr. <rstonej@barnwell-whaley.com>; John W. Fletcher <jfletcher@barnwell-whaley.com>  
**Subject:** Olivia M. Thompson, Ph.D., M.P.H. vs College of Charleston, et al. C/A No. 2020-CP-10-02726

Good afternoon, please find attached, pursuant to Judge Young's instructions to Attorney Stoney, a proposed Order Denying Plaintiff's Motion for Preliminary Injunction.

Thank you,

**BEVERLY MITTON**

LEGAL ASSISTANT TO PHILLIP S. FERDERIGOS, RANDELL C. STONEY, JR., MARVIN D. INFINGER & CONNOR J. HOY



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|                         |   |                                  |
|-------------------------|---|----------------------------------|
| STATE OF SOUTH CAROLINA | ) | IN THE COURT OF COMMON PLEAS FOR |
|                         | ) | THE NINTH JUDICIAL CIRCUIT       |
| COUNTY OF CHARLESTON    | ) | CASE NO.: 2020-CP-10-02726       |

OLIVIA M. THOMPSON, Ph.D.,  
M.P.H.,

Plaintiff,

vs

COLLEGE OF CHARLESTON;  
COLLEGE OF CHARLESTON  
FOUNDATION, INC.; FRANCES C.  
WELCH, Ph.D., M.A.; GODFREY A.  
GIBBISON, Ph.D., M.S.; and  
CHRISTOPHER R. TOBIN,

Defendants.

**ORDER DENYING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY INJUNCTION**

On April 2, 2021, Plaintiff Olivia M. Thompson, Ph.D., M.P.H. ("Plaintiff" or "Thompson"), filed a Motion for Preliminary Injunction. On July 9, 2021, Thompson filed a Supplemental Motion for Temporary Restraining Order and Preliminary Injunction. These two motions are referred to and addressed herein collectively as the "Second Motions." On November 1, 2021, the Court conducted oral argument on, *inter alia*, Plaintiff's Second Motions. Attorney Randell C. Stoney argued on behalf of Defendants College of Charleston ("CofC"), Frances C. Welch, Ph.D., M.A. ("Dr. Welch") and Godfrey A. Gibbison, Ph.D., M.S. ("Dr. Gibbison"). Attorney Daniel F. Blanchard argued on behalf of Plaintiff Thompson.

Having considered the parties' filings, oral arguments and the governing law, it is hereby ORDERED, ADJUDGED and DECREED that Plaintiff Thompson's Second Motions be, and hereby are, DENIED.

**INTRODUCTION**

Plaintiff alleges that she was employed by CofC initially as an untenured Assistant Professor and thereafter as a tenured Associate Professor. She alleges that, prior to August 16, 2014, her faculty appointment was in CofC's School of Education, Health, and Human

Performance (“EHHP”), under the direction and supervision of its Dean, Dr. Welch. She alleges that Dr. Welch engaged in misconduct directed toward her, including efforts to terminate her and reassign grants that she had obtained. Plaintiff alleges that, as a result of Dr. Welch's conduct towards her, she and CofC entered into a Memorandum of Understanding ("MOU") on July 17, 2014, which she has asserted is a contract. She further alleges that, under the MOU, she was moved out of the EHHP and away from Dr. Welch, to CofC's School of Humanities and Social Sciences, reporting to Dr. Kendra Stewart, HSS Department Chair.

Plaintiff claims that she obtained a grant from Boeing Company ("Boeing") to fund a project entitled “Veterans Fellowship Program in Sustainable Food Systems.” On or about July 1, 2019, Dr. Welch became CofC’s Interim Provost and Executive Vice President for Academic Affairs. Plaintiff avers that Dr. Welch moved her back to the EHHP, contrary to the MOU. She has accused CofC of violating the MOU in various other ways. For example, she asserts that Dr. Welch returned to the EHHP to be her supervisor. Plaintiff further claims that Dr. Welch and Dr. Gibbison engaged in conduct to retaliate against her and undermine her grant from Boeing and the Program.

In her Complaint, Plaintiff alleges the following causes of action: (1) declaratory judgment against CofC; (2) breach of contract/covenant of good faith and fair dealing against CofC; (3) S.C. Payment of Wages Act against CofC and Dr. Welch; (4) intentional interference with contract against all Defendants; (5) intentional interference with prospective business relations against all Defendants; (6) defamation against all Defendants; (7) civil conspiracy against all Defendants; (8) injunctive relief against CofC and Dr. Welch; (9) conversion against Defendants College of Charleston Foundation ("Foundation") and Dr. Christopher R. Tobin ("Dr. Tobin"); and (10) attorneys' fees and costs against CofC under S.C. Code § 15-77-300. In her injunction count, Plaintiff seeks an injunction:

- a. restraining and enjoining Defendants CofC and Welch from unilaterally changing Plaintiff’s faculty appointment;

- b. restraining and enjoining Defendants CofC and Welch from unilaterally transferring or moving Plaintiff back to the CofC's EHHP;
- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch's supervision;
- d. restraining and enjoining Defendants CofC and Welch from unilaterally removing Plaintiff's faculty appointment from Dr. Stewart's report;
- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with the transfer of her faculty appointment;
- f. restraining and enjoining Defendants CofC and Welch from failing to consult with the Dean of affected school or its Department Chair and/or to obtain their review or approval of the transfer of Plaintiff's faculty appointment before it is made;
- g. restraining and enjoining Defendants CofC and Welch from breaching or disregarding the terms and provisions of the MOU dated July 17, 2014;
- h. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to HSS;
- i. requiring Defendants CofC and Welch to immediately remove Plaintiff from under Defendant Welch's supervision;
- j. requiring Defendants CofC and Welch to immediately return or restore Plaintiff's faculty appointment to Dr. Stewart's report.

The day after Plaintiff filed her Summons and Complaint (June 24, 2020), she filed a Motion for a Preliminary Injunction ("First Motion"), seeking relief identical to the injunction requested in the Complaint. (*See* Pl.'s June 25, 2020 Mot. for Prelim. Inj., at 1-2). On August 13, 2020, before the formal joinder of pleadings, the Honorable Daniel D. Hall entered an Order denying Plaintiff's First Motion, "[a]fter careful consideration."

On April 2, 2021, Plaintiff filed a Motion for Preliminary Injunction, which relied on the MOU and made averments substantively similar to the First Motion, seeking an injunction:

- a. restraining and enjoining Defendants CofC and Welch *pendente lite* from breaching, contravening, or disregarding the terms and provisions of the written Memorandum of Understanding dated July 17, 2014 (hereinafter "MOU") that was executed and agreed to by Plaintiff and Defendants CofC

and Welch. A true and correct copy of the MOU is attached hereto as “Exhibit A” and is incorporated herein by reference;

- b. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally changing or altering Plaintiff’s faculty appointment, physical office location, and administrative location in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* maintaining and/or restoring her tenure-track faculty line, physical office, and administrative location at the Joseph P. Riley, Jr. Center for Livable Communities (hereinafter “Riley Center”) in accordance with the terms and provisions of the MOU;
- c. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally transferring or moving Plaintiff to the CofC’s School of Education, Health, and Human Performance (hereinafter “EHHP”) in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* maintaining and/or restoring her faculty appointment to the CofC’s School of Humanities and Social Sciences (hereinafter “HSS”) in accordance with the terms and provisions of the MOU;
- d. restraining and enjoining Defendants CofC and Welch *pendente lite* from unilaterally returning Plaintiff to work under Defendant Welch’s supervision and unilaterally removing Plaintiff’s faculty appointment from Dr. Kendra Stewart’s report in contravention of the terms and provisions of the MOU. Plaintiff seeks an Order *pendente lite* removing Plaintiff from under Defendant Welch’s supervision and maintaining and/or restoring her assignment or faculty appointment to the supervision of Dr. Kendra Stewart (who serves or served in the functional role as Plaintiff’s department chairperson) in accordance with the terms and provisions of the MOU;
- e. restraining and enjoining Defendants CofC and Welch from failing to consult with Plaintiff or obtain her agreement with any change to or transfer of her faculty appointment, physical office location, and administrative location; and
- f. restraining and enjoining Defendants CofC and Welch *pendente lite* from otherwise retaliating against and harassing Plaintiff.

(See Pl.’s April 2, 2021 Mot. for Prelim. Inj., at 1-2). On July 9, 2021, Thompson filed her Supplemental Motion for Temporary Restraining Order and Preliminary Injunction, seeking an injunction precluding CofC:

- a. from breaching, contravening, or disregarding the terms and provisions of that written Memorandum of Understanding dated July 17, 2014 (hereinafter “MOU”) that was executed and agreed to by Plaintiff and



Defendants CofC and Frances C. Welch, Ph.D., M.A. (hereinafter “Dr. Welch”) and others;

- b. from at any time and in any manner whatsoever denying Plaintiff access to or the use of, or otherwise preventing Plaintiff from having access to or the use of, Plaintiff’s Faculty Office located in the CofC’s Joseph P. Riley, Jr. Center for Livable Communities (“Riley Center”) at 176 Lockwood Boulevard, Charleston, South Carolina, as appropriate for a full-time tenured Associate Professor of Defendant CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide Plaintiff with a fully functional key card to the exterior door on the first floor of the Riley Center for Plaintiff to use for purposes of accessing and using Plaintiff’s Faculty Office;
- c. from at any time and in any manner whatsoever denying Plaintiff access to and the use of, or otherwise preventing Plaintiff from having access to or the use of, any other facilities of Defendant CofC of whatever kind and wherever located as appropriate for a full-time tenured Associate Professor of Defendant CofC, including without limitation, all classrooms and all other instructional areas available to Instructional Faculty of the CofC for purposes of performing her responsibilities as an employee of the CofC; and in furtherance thereof, ordering Defendant CofC to immediately provide to Plaintiff a fully functional key card or other type of key as necessary for opening the exterior and interior doors of all such facilities for Plaintiff to so access and use; and
- d. from at any time and in any manner whatsoever engaging in any retaliation against or harassment or intimidation of Plaintiff for her bringing this civil action against Defendant CofC or otherwise lawfully exercising her legal rights.

(See Pl.’s July 9, 2021 Suppl. Mot. for Temp. Restraining Order and Prelim. Inj., at 1-2).

For the following reasons, the Court DENIES Plaintiff’s Second Motions and DENIES Plaintiff any interim injunctive relief.

### **ANALYSIS**

#### **A. Plaintiff’s Second Motions Are Precluded by Judge Hall’s Denial of the First Motion.**

The specific relief Plaintiff requested in her First Motion and Second Motions is set forth at length, *supra*. While Plaintiff changes the wording somewhat, she seeks essentially the same relief in her Second Motions that she sought in her First Motion. The primary relief sought in both motions is an injunction precluding CofC from breaching the MOU or changing Plaintiff’s location

or assignment. However, Judge Hall already denied her request for a preliminary injunction "[a]fter careful consideration."

"There is a long standing rule in this State that one judge of the same court cannot overrule another." *Sellers v. Nicholls*, 432 S.C. 101, 114, 851 S.E.2d 54, 60 (Ct. App. 2020) (quoting *Charleston Cty. Dep't of Soc. Servs. v. Father (in the Interest of Two Minors)*, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995) ("[A] successor judge may not substitute his own judgment for that of the trial judge.")); accord *Dorchester Cty. Dep't of Soc. Servs. v. Miller*, 324 S.C. 445, 457, 477 S.E.2d 476, 483 (Ct. App. 1996) (same); *Enoree Baptist Church v. Fletcher*, 287 S.C. 602, 604, 340 S.E.2d 546, 547 (1986) ("One Circuit Court Judge does not have the authority to set aside the order of another."). Under this rule, the Court may not second-guess Judge Hall's denial of the First Motion. Although Plaintiff claims that the Court should disregard Judge Hall's order because he did not receive memoranda and did not conduct a hearing, the Court notes that Plaintiff never filed a motion for reconsideration, a motion to alter or amend or any other motion asking Judge Hall to revisit his ruling. As a result, the Court is constrained to respect Judge Hall's prior Order determining that Plaintiff is not entitled to preliminary injunctive relief.

In her Memorandum in Support of her Second Motions, she posits that she is not bound by the denial of her First Motion because a ruling on a temporary injunction cannot have preclusive effect:

"[A] preliminary injunction proceeding does not fully and finally adjudicate the parties' rights, and the principles of res judicata and collateral estoppel are inapplicable to any findings made by the court during those proceedings." *Pittsburgh Logistics Sys., Inc. v. LaserShip, Inc.*, No. 2:18-CV-1382, 2019 WL 2443035, at \*4 (W.D. Pa. June 12, 2019) (quoting *Porter v. Chevron Appalachia, LLC*, 204 A.3d 411, 419 n.2 (Pa. Super. Ct. 2019)); see also *Coinmach Corp. v. Fordham Hill Owners Corp.*, 770 N.Y.S.2d 310, 312 (N.Y. Sup. Ct. 2004) ("It is settled law that the grant or denial of a request for a preliminary injunction, a provisional remedy designed for the narrow purpose of maintaining the status quo, is not an adjudication on the merits and will not be given res judicata effect."); *Gessler v. Madigan*, 322 N.E.2d 127, 129 (Ohio Ct. App. 1974) ("The granting or denial of a preliminary injunction does not amount to an adjudication of the ultimate rights in controversy, is not conclusive on the court on a subsequent hearing, and concludes no rights of the parties."); *Softchoice Corp. v. MacKenzie*, 636 F. Supp.

2d 927, 936 (D. Neb. 2009) (“[T]he doctrine of collateral estoppel requires a prior final judgment; the granting or denial of a preliminary injunction is generally not based on a final decision on the merits and is not a final judgment for the purposes of collateral estoppel.”); *People of Colo. ex rel. Watrous v. Dist. Ct. of U. S. for Dist. of Colo.*, 207 F.2d 50, 58 (10th Cir. 1953) (“The denial of the preliminary injunction was not an adjudication of the ultimate rights in controversy. It will not be conclusive on the court or the rights of the plaintiffs at a subsequent hearing.”). Simply stated, the present motions are not barred by Judge Hall’s Form 4 Order.

(See Pl.’s Aug. 31, 2021 Mem. Supp. Mots. for Temp. Restraining Order and Prelim Inj., at 20-21). However, these cases are inapposite, in that the Court is not preventing Plaintiff from litigating any substantive factual or legal issues addressed in Judge Hall’s order. Instead, the Court is respecting a prior judge’s decision that this case does not warrant the extraordinary remedy of preliminary injunctive relief.

Therefore, the Court DENIES Plaintiff’s Second Motions because Judge Hall’s prior order addresses her request for interim injunctive relief.

**B. Plaintiff Has Not Carried Her Burden of Showing Entitlement to Preliminary Injunctive Relief.**

"A preliminary injunction should issue only if necessary to preserve the *status quo ante*." *HookPoint, LLC v. Branch Banking and Trust Co.*, 397 S.C. 507, 511, 725 S.E.2d 681, 683 (2012).

The requirements for preliminary injunctive relief are well-settled:

An applicant for a preliminary injunction must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct.App.2002). Accordingly, the applicant must establish three elements to receive this relief: (1) he will suffer immediate, irreparable harm without the injunction; (2) he has a likelihood of success on the merits; and (3) he has no adequate remedy at law. *Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 908 (2004).

*Compton v. South Carolina Dep’t of Corr.*, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011).

"A preliminary injunction should issue only if necessary to preserve the status quo ante, and only upon a showing by the moving party" of these requirements. See *Poynter Invs. v. Century Builders of Piedmont*, 387 S.C. 583, 586, 694 S.E.2d 15, 17 (2010). "The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it."

*Compton*, 709 S.E.2d at 642. For the reasons that follow, the Court concludes that Plaintiff has not carried her burden of proving the elements required for the issuance of a preliminary injunction.

**1. Plaintiff Has Not Shown That She Will Suffer Irreparable Harm Without the Injunction.**

Whether "a wrong is irreparable, in the sense that equity may intervene, and whether there is an adequate remedy at law, are questions that are not decided by narrow and artificial rules." *See Kirk v. Clark*, 191 S.C. 205, 211, 4 S.E.2d 13, 16 (1939). For the reasons that follow, the Court determines that Plaintiff has not carried her burden of showing that she will suffer irreparable harm without the immediate issuance of a preliminary injunction.

Plaintiff claims that she will suffer irreparable harm in that she will be subjected to retaliation and deprivation of her rights under the MOU. She also claims that she will be deprived of the opportunity to apply for the vacated HEHP chairperson position. She additionally alleges that the move of her office will harm her ability to perform her work, will damage her reputation, and will cause emotional distress. However, Plaintiff has not cited to any authority supporting that any of those alleged harms are truly "irreparable." The Court concludes that Plaintiff has not carried her heavy burden of showing that these injuries are so severe that they warrant the rare relief of a preliminary injunction. She has offered no evidence that she is in danger of sustaining any harm from which she cannot recover if the Court denies the Second Motions.

Although this case has been pending for over 15 months without injunctive relief, Plaintiff has not presented any evidence that she has been irreparably harmed during that time. To the contrary, she is performing well in her current employment with CofC. For example, for the fall semester of 2021, Plaintiff is teaching three courses in her discipline which are placed with similar disciplines in the Department of Health and Human Performance within the EHHP. Her course load is typical for a faculty member in her Department and area of study. The location of her assigned office with the other members of her department is reasonable and consistent with this academic setting. Further, Court understands that Plaintiff has been teaching and holding office hours virtually. As a result, she has been in complete control of her interaction with other

Department members, the department Chair and Dr. Welch. These facts undermine Plaintiff's claim that she will suffer irreparable harm as a result of the denial of preliminary injunctive relief.

The South Carolina cases that Plaintiff relies upon support the Court's conclusion that Plaintiff has not shown irreparable harm here. For example, in *Levine v. Spartanburg Reg'l Servs. Dist., Inc.*, 367 S.C. 458, 626 S.E.2d 38 (Ct. App. 2005), an anesthesiologist sought a preliminary injunction preventing a hospital from terminating her privileges after the expiration of an anesthesia services contract with the hospital. The Court of Appeals affirmed the grant of injunctive relief, holding that irreparable harm had been shown:

Levine has built a patient referral base through her work at the Hospital. This referral base would erode and potentially disappear if Levine lost her privileges at the Hospital while the merits of her underlying action against the Hospital and Foothills are adjudicated. Levine would also lose competency in anesthesiology if she were unable to ply her trade as the lawsuit progressed. Such inactivity could lead to the loss of her professional practice and career, which can be an irreparable harm.

*See id.*, 367 S.C. at 465, 626 S.E.2d at 42. In this case, there is no evidence that CofC has done anything to prevent Plaintiff from performing her work. To the contrary, Plaintiff is still employed at CofC and has made no showing that her career is in immediate jeopardy from CofC's conduct.

Plaintiff also cites *Rental Uniform Servs. v. Dudley*, 278 S.C. 674, 301 S.E.2d 142 (1983), for the proposition that "a preliminary injunction is appropriate to restrain a breach of obligations imposed by an employment contract." (*See* Pl.'s Aug. 31, 2021 Mem. Supp. Mots. for Temp. Restraining Order and Prelim. Injs., at 22-23). In that case, an employer appealed the denial of a motion for injunctive relief under a covenant not to compete in an employment contract. Importantly, the Court in *Dudley* did not address irreparable harm, as the injunction sought there was permanent, not preliminary. The issue in *Dudley* was, rather, whether the trial court erred in finding that the covenant not to compete was unenforceable. *Dudley* does not stand for the proposition cited and does not support Plaintiff's claim of irreparable harm.

Therefore, for the foregoing reasons, the Court DENIES Plaintiff's Second Motions.

**2. Plaintiff Has Not Shown That She Is Likely to Succeed on the Merits.**

"In evaluating whether a plaintiff is entitled to a preliminary injunction, the court must examine the merits of the underlying case only to the extent necessary to determine whether the plaintiff has made a sufficient prima facie showing of entitlement to relief." *Compton v. South Carolina Dep't of Corr.*, 392 S.C. 361, 367, 709 S.E.2d 639, 642 (2011). In considering the element, the Courts will examine the merits only to the extent necessary to justify an order halting a party's injury and to afford orderly and deliberative due process." *See Transcontinental Gas Pipe Line Corp. v. Porter*, 252 S.C. 478, 167 S.E.2d 313 (1969). For the reasons that follow, the Court concludes that Plaintiff has not shown a likelihood of success on the merits.

Plaintiff first contends that she is likely to succeed on her claim that she was denied the HEHP chairperson position based on Dr. Welch's arbitrary decision to deem her application untimely, when she was not given notice of the deadline. However, the record shows that Plaintiff chose not to attend a duly-called meeting on January 26, 2021 where the announcement was made that the current Department Chair would not seek reappointment. The evidence shows that, at that meeting, Dr. Welch asked anyone interested in being considered for the chairmanship to submit their application within seven days. Because she was not at this meeting, Plaintiff did not submit a timely application. As a result of her missing that deadline, Plaintiff filed a grievance and was given a hearing before the Grievance Committee, which rendered a non-binding advisory assessment. Plaintiff acknowledged during her grievance hearing that she does not know her faculty peer group and has never attended or participated in department meetings. She has presented no evidence to show that she should have obtained this position. She has not shown that she is likely to succeed on the merits of this claim.

Plaintiff also claims that she is likely to succeed on the merits of her claim that CofC moved her office in violation of the MOU. However, Plaintiff has not presented any evidence or cited to any authority that the MOU is binding and that she is likely to show that CofC violated it. To constitute a valid and binding contract, it is essential all parties assent to the same thing in the same sense. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 894-95 (1989). "South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a

meeting of the minds between parties with regard to all essential and material terms of agreement”. *Id.* “[F]or a contract to be binding, material terms cannot be left for future agreement”; “an agreement which leaves open material terms is unenforceable.” *Stevens and Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 578-79, 762 S.E.2d 696, 701 (2014) (citation omitted). Plaintiff has not shown that she is likely to succeed on her claim that the MOU is an enforceable contract, as its terms do not evidence an intent to be contractually bound to specific, enforceable obligations.

Therefore, because Plaintiff has not shown a likelihood of success on the merits, the Court DENIES her Second Motions.

**3. Plaintiff Has Not Shown That She Does Not Have an Adequate Remedy at Law.**

Plaintiff has not shown that she does not have an adequate legal remedy. To the contrary, she has an adequate legal remedy in the form of a jury trial for money damages. Any harm to Plaintiff from CofC's actions can be remedied by an award of legal relief to compensate her for her injuries. Therefore, for this additional reason, the Court DENIES Plaintiff's Second Motions.

**CONCLUSION**

For the foregoing reasons, the Court DENIES Plaintiff's April 2, 2021 Motion for Preliminary Injunction and July 9, 2021 Supplemental Motion for Temporary Restraining Order and Preliminary Injunction.

IT IS SO ORDERED!

BY THE COURT

---

Hon. Roger M. Young, Sr.

## Frank Blanchard

---

**From:** Frank Blanchard  
**Sent:** Tuesday, December 7, 2021 12:47 PM  
**To:** Young, Roger Law Clerk (Michael Secrist); Young, Roger Law Clerk (Michael Monastra)  
**Cc:** econdon@hsblawfirm.com; Tiller, John; John W. Fletcher; Beverly Mitton; Diana L. Murray; Randell C. Stoney, Jr.  
**Subject:** RE: 2020CP1002726 - Olivia M Thompson v. College of Charleston, et al.  
**Attachments:** Thompson.LTStoney.12.2.21.pdf; Thompson.Stoneyletter.11.24.21.pdf  
  
**Categories:** Filed to ND  
**FilingIndicator:** -1

Dear Judge Young:

Thank you for your e-mail below. There are two matters that Randell Stoney and I have not been able to resolve and which remain outstanding.

First, on November 19, I filed a Motion to Alter and/or Amend on the Plaintiff's behalf involving your prior Order dated November 12, 2021. Your prior Order denied the Plaintiff's Motion for Preliminary Injunction filed April 2, 2021 and Plaintiff's Supplemental Motion for Preliminary Injunction filed July 9, 2021. The Motion to Alter or Amend requests your reconsideration of your rulings involving the Motions for Preliminary Injunction and has not been resolved. If Your Honor would desire for us to submit a proposed Order addressing the Motion to Alter and/or Amend in any fashion, please do not hesitate to let us know and we will submit one as soon as possible.

Second, the proposed Order that Mr. Stoney submitted to you following the hearing on November 2 (and which you entered on November 12) addressed only the Plaintiff's Motions for Preliminary Injunction. However, that Order did not address or dispose of the Plaintiff's separate Motion to Compel against the College of Charleston filed May 17, 2021 or Plaintiff's Motion to Compel against the College filed June 24, 2021. Those motions were also argued to you on November 2. As a result, both of those Motions to Compel remained unresolved after your November 12 Order was entered. On November 19, I sent an email pointing this out and submitted a proposed Order on the Plaintiff's behalf that would resolve both of her Motions to Compel. Mr. Stoney responded to my email to advise he would try to work out those still pending motions and he has since sent me a letter on November 24 making that effort. I responded to Mr. Stoney's letter via a letter of my own sent to him on December 2. Copies of those two letters are attached for your consideration. Both of the Motions to Compel also remain outstanding and have not been resolved.

I hope this is helpful. Of course, please do not hesitate to let us know if we can provide any other information.

With best regards,

**Frank Blanchard**

*[Attorney at Law]*

 151 Meeting Street, Suite 400

Charleston, SC 29401

Office: (843) 577-6726 | Fax: (843) 724-8036



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**CIRCULAR 230 DISCLOSURE**

To comply with U.S. Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

**From:** Young, Roger Law Clerk (Michael Secrist) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>  
**Sent:** Tuesday, December 7, 2021 12:15 PM  
**To:** Randell C. Stoney, Jr. <[rstoney@barnwell-whaley.com](mailto:rstoney@barnwell-whaley.com)>  
**Cc:** Frank Blanchard <[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)>; econdon@hsblawfirm.com; Tiller, John <[jtiller@hsblawfirm.com](mailto:jtiller@hsblawfirm.com)>; John W. Fletcher <[jfletcher@barnwell-whaley.com](mailto:jfletcher@barnwell-whaley.com)>; Beverly Mitton <[bmitton@barnwell-whaley.com](mailto:bmitton@barnwell-whaley.com)>; Diana L. Murray <[dmurray@barnwell-whaley.com](mailto:dmurray@barnwell-whaley.com)>  
**Subject:** 2020CP1002726 - Olivia M Thompson v. College of Charleston, et al.

Good afternoon Counsel,

Were the parties able to come to an agreement on the below or do the parties still require a ruling on Plaintiff's motion to alter/amend?

**Michael E. Secrist**

Law Clerk to The Honorable Roger M. Young, Sr.  
100 Broad Street  
Charleston, South Carolina 29401  
Office: (843) 958-2015  
Email: [RYounglc@sccourts.org](mailto:RYounglc@sccourts.org)

**From:** Randell C. Stoney, Jr. <[rstoney@barnwell-whaley.com](mailto:rstoney@barnwell-whaley.com)>  
**Sent:** Friday, November 26, 2021 6:14 PM  
**To:** Young, Roger <[ryoungj@sccourts.org](mailto:ryoungj@sccourts.org)>  
**Cc:** Frank Blanchard <[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)>; Young, Roger Law Clerk (Michael Secrist) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>; Young, Roger Secretary (Robyn R. Hills) <[ryoungsc@sccourts.org](mailto:ryoungsc@sccourts.org)>; econdon@hsblawfirm.com; Tiller, John <[jtiller@hsblawfirm.com](mailto:jtiller@hsblawfirm.com)>; John W. Fletcher <[jfletcher@barnwell-whaley.com](mailto:jfletcher@barnwell-whaley.com)>; Beverly Mitton <[bmitton@barnwell-whaley.com](mailto:bmitton@barnwell-whaley.com)>; Diana L. Murray <[dmurray@barnwell-whaley.com](mailto:dmurray@barnwell-whaley.com)>  
**Subject:** Re: [EXT] Case No. 2020CP1002726 - Olivia M Thompson v. College of Charleston, et al.

**\*\*\* EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Thank you....rcs

Sent from my iPhone

On Nov 26, 2021, at 4:15 PM, Young, Roger <[ryoungj@sccourts.org](mailto:ryoungj@sccourts.org)> wrote:

If possible, let me know by the end of next week what you've worked out.

RY

From: "Randell C. Stoney, Jr." <[rstonej@barnwell-whaley.com](mailto:rstonej@barnwell-whaley.com)>

Date: Friday, November 19, 2021 at 4:40 PM

To: Frank Blanchard <[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)>, "Young, Roger Law Clerk (Michael Secrist)" <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>, "Young, Roger Secretary (Robyn R. Hills)" <[ryoungsc@sccourts.org](mailto:ryoungsc@sccourts.org)>, "Young, Roger" <[ryoungj@sccourts.org](mailto:ryoungj@sccourts.org)>

Cc: "econdon@hsblawfirm.com" <[econdon@hsblawfirm.com](mailto:econdon@hsblawfirm.com)>, "Tiller, John" <[jtiller@hsblawfirm.com](mailto:jtiller@hsblawfirm.com)>, "John W. Fletcher" <[jfletcher@barnwell-whaley.com](mailto:jfletcher@barnwell-whaley.com)>, Beverly Mitton <[bmitton@barnwell-whaley.com](mailto:bmitton@barnwell-whaley.com)>, "Diana L. Murray" <[dmurray@barnwell-whaley.com](mailto:dmurray@barnwell-whaley.com)>

Subject: RE: [EXT] Case No. 2020CP1002726 - Olivia M Thompson v. College of Charleston, et al.

\*\*\* EXTERNAL EMAIL: This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. \*\*\*

Dear Judge Young and Frank:

Please accept my apologies if I misunderstood the status of the motions to compel when the hearing ended November 2, as it was though we had agreed to work through them without imposing on the court. For example, there was the request for certain computers, which have been preserved with an accompanying chain of custody and will be made available for inspection. Other requested documents are on the College's website, but perhaps if plaintiff's counsel and I can arrange a mutually convenient time to discuss, I am confident these matters can be resolved, or at least reduced to one or two with which we may ask the Court's assistance.

Regarding plaintiff's Motion to Alter and/or amend, we will submit a response.

Sincerely,

Randell

From: Frank Blanchard <[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)>

Sent: Friday, November 19, 2021 2:07 PM

To: Young, Roger Law Clerk (Michael Monastra) <[ryounglc@sccourts.org](mailto:ryounglc@sccourts.org)>; Young, Roger Secretary (Robyn R. Hills) <[ryoungsc@sccourts.org](mailto:ryoungsc@sccourts.org)>; Young, Roger <[ryoungj@sccourts.org](mailto:ryoungj@sccourts.org)>

Cc: Randell C. Stoney, Jr. <[rstonej@barnwell-whaley.com](mailto:rstonej@barnwell-whaley.com)>; [econdon@hsblawfirm.com](mailto:econdon@hsblawfirm.com); Tiller, John <[jtiller@hsblawfirm.com](mailto:jtiller@hsblawfirm.com)>

Subject: [EXT] Case No. 2020CP1002726 - Olivia M Thompson v. College of Charleston, et al.

Dear Judge Young:

Good afternoon. Pursuant to SCRCP 59(g), I'm attaching a courtesy copy of a Motion to Alter and/or Amend that the Plaintiff filed earlier today in the above matter involving your Order dated November

12, 2021, which denied the Plaintiff's Motion for Preliminary Injunction filed April 2, 2021 and her Supplemental Motion for Preliminary Injunction filed July 9, 2021. If Your Honor would desire for us to submit a proposed order or any other materials addressing this Motion to Alter and/or Amend, please do not hesitate to let us know and we will follow your instructions.

Another matter remains unresolved. At the hearing before you on November 2, you instructed both sides to submit proposed orders that not only dispose of Plaintiff's Motions for Preliminary Injunction, but which also dispose of Plaintiff's Motion to Compel against Defendant College of Charleston filed May 17, 2021 and her Motion to Compel against the College filed June 24, 2021. We subsequently submitted a proposed order to you which addresses all four of the pending motions. Mr. Stoney also submitted a proposed order to you, but it addresses only the Plaintiff's Motions for Preliminary Injunction. It does not address either of Plaintiff's Motions to Compel against the College. You later signed and filed Mr. Stoney's proposed order. As a result, the Plaintiff's Motions to Compel remain pending and have not been ruled on. I presume this was an oversight. Because these motions remain pending, I have made modifications and adjustments to the proposed order that we previously submitted to you so that it now addresses only Plaintiff's Motion to Compel. A copy of that modified proposed order is also attached for your consideration. We would respectfully request that Your Honor consider this proposed order in making a decision on the pending Motions to Compel.

I'm copying other counsel on this email. Of course, please let us know if you have any questions or if we may be of assistance.

Best wishes to all for an enjoyable and safe Thanksgiving holiday.

With best regards,

Frank Blanchard

| Attorney at Law |

[cid:image001.png@01D7E2E0.D78CA770]

151 Meeting Street, Suite 400<[https://urldefense.proofpoint.com/v2/url?u=https-3A\\_secure-2Dweb.cisco.com\\_19eRABxwjiXlpi2cEl2LXGxfebi83S3LBLRMqyRTp2yYmkn7Jvdk8BfDHG4wafkJD2VgNMk5V2f0TGC8wX-5FjKzlkvkvgpYej9kSAr3adYgtTyUeZuOt87YnR73UOnHS7wRZ8EtNp1QKRqua-2DxQ0-5FDVmhCZpRTbhwHuWNLns45VD2aPnZ-2DM7rwTr6quijAk3NacTW9K-2DgHKUQjSlXn4WwwKmeNivJxYX5I3Z3aVGjUESbN-5FGv3M8X3WgwHf-2DjY2WpolEz5TW5rfgbl-5FG4Hi7hvLRg2VQDgMzVGG-2Dksa-2DWPSp46PXRmVZPpnklSfrl7rLk9ATJ3lqbtEAqdn4aEE-5FZE4izw1p1lQlxL3SEhQ77x9kgT27gl9t9anp9KtJjdnnj76k37oPMhTnip786EDLmuuOWZB1yHJbsKY0b8pYUgd-5FCQeVZzjBLBzFAuqrh3KQgicn-2Da6hpfB84dEOy3tIpWQ\\_https-253A-252F-252Furldefense.proofpoint.com-252Fv2-252Furl-253Fu-253Dhttps-2D3A-5F-5Fwww.google.com-5Fmaps-5Fplace-5FRosen-2D2BHagood-5F-2D4032.779111-2D2C-2D2D79.93162-2D2C18z-5Fdata-](https://urldefense.proofpoint.com/v2/url?u=https-3A_secure-2Dweb.cisco.com_19eRABxwjiXlpi2cEl2LXGxfebi83S3LBLRMqyRTp2yYmkn7Jvdk8BfDHG4wafkJD2VgNMk5V2f0TGC8wX-5FjKzlkvkvgpYej9kSAr3adYgtTyUeZuOt87YnR73UOnHS7wRZ8EtNp1QKRqua-2DxQ0-5FDVmhCZpRTbhwHuWNLns45VD2aPnZ-2DM7rwTr6quijAk3NacTW9K-2DgHKUQjSlXn4WwwKmeNivJxYX5I3Z3aVGjUESbN-5FGv3M8X3WgwHf-2DjY2WpolEz5TW5rfgbl-5FG4Hi7hvLRg2VQDgMzVGG-2Dksa-2DWPSp46PXRmVZPpnklSfrl7rLk9ATJ3lqbtEAqdn4aEE-5FZE4izw1p1lQlxL3SEhQ77x9kgT27gl9t9anp9KtJjdnnj76k37oPMhTnip786EDLmuuOWZB1yHJbsKY0b8pYUgd-5FCQeVZzjBLBzFAuqrh3KQgicn-2Da6hpfB84dEOy3tIpWQ_https-253A-252F-252Furldefense.proofpoint.com-252Fv2-252Furl-253Fu-253Dhttps-2D3A-5F-5Fwww.google.com-5Fmaps-5Fplace-5FRosen-2D2BHagood-5F-2D4032.779111-2D2C-2D2D79.93162-2D2C18z-5Fdata-)

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# BARNWELL WHALEY

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ATTORNEYS AT LAW

**RANDELL C. STONEY, JR**  
MANAGING MEMBER  
RSTONEY@BARNWELL-WHALEY.COM

November 24, 2021

**Via Email**

1.718

Frank Blanchard, Esq. – [dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)  
Rosen Haygood  
151 Meeting Street, Suite 400  
Charleston, SC 29401

RE: Olivia Thompson vs. College of Charleston, et al.  
Case No.: 2020-CP-10-02726

Dear Frank:

As addressed in my electronic correspondence to the Court in reply to your email of last Friday with the Motion to Alter/Amend and proposed Order, it was my understanding that the ruling on your Motion to Compel was held in abeyance pending our efforts to work through those issues which may be unresolved. As is Judge Young, I too am no fan of Motions to Compel, considering them as a last resort to be used only when attorneys have genuinely failed in their effort to work through the specific points. In that vein, please allow this to serve as a response to the four components of your proposed Order addressing the specific production issues:

Paragraph A – with regard to the College of Charleston’s policies and procedures, Susan Austin, the Provost is directly under the President in the hierarchy of College Administration. The Provost has the authority to select and appoint Department Chairs, done with the input of members of the Department. To the extent this process may be outlined, it would be in the Faculty Administrator’s Manual (FAM) which is available on the College’s website. Notwithstanding, the specific provisions and procedures you have requested be identified and a more specific citation provided, assuming one is found.

Paragraph B – the two IMAC desktop computers, as advised, were removed from the Riley Center at my direction as defense counsel for the College of Charleston in this matter. This decision was predicated on the desire to preserve these computers and their contents, avoid any alteration, and have them available for inspection and duplication of the hard drive if needed. They can and will be available for inspection at a mutually convenient time. It should be noted also that a

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preservation of evidence letter was received from you and this action is in accordance with that instruction.

Paragraph C – there was no incident report or investigative report coincidental to the removal of the two IMAC desktop computers from the cubicle offices in the Riley Center. As stated above, this was done at my direction as counsel for the College of Charleston with the appropriate documentation establishing a chain of custody and location of these computers. The personnel who effected the actual removal will be identified and those names provided.

Paragraph D – there is no security camera footage or surveillance footage reflecting the removal of the computers, as stated, the removal was at my direction and not a matter which, at the time, was felt warranted the preservation of any surveillance video, which is routinely recycled after ten days. With regard to the security footage depicting those entrances to the Riley Center by Dr. Thompson at later times, those have been preserved and made available to you either through copies or viewing.

Please let me know if this is sufficiently responsive.

Sincerely,

s/Randell C. Stoney, Jr.

Randell C. Stoney, Jr.

RCSjr/bbm

# ROSEN | HAGOOD

Daniel F Blanchard, III  
dblanchard@rosenhagood.com  
843-266-8123

December 2, 2021

**VIA E-MAIL:**

Randell C. Stoney, Jr., Esquire  
Barnwell Whaley Patterson & Helms, LLC  
288 Meeting Street, Suite 200  
P.O. Drawer H  
Charleston, SC 29402

Re: Olivia M. Thompson, Ph.D, M.P.H. v. College of Charleston *et al.*  
Case No. 2020-CP-10-02726

Dear Randell:

I have received and thank you for your letter of November 24 involving my client's Motions to Compel and the proposed Order that we submitted to Judge Young to resolve those motions. I am offering the following as a response to the points raised in your letter.

With regard Paragraph A of our proposed Order, you may recall that I wrote to you on May 27, 2021 regarding the CofC's deficient discovery responses, including its failure to provide copies of the requested practices and policies. As did the CofC's prior discovery responses, your letter of November 24 again makes only a general reference to the CofC's handbooks posted on its website, which we do not believe is a proper and sufficient discovery response. The CofC's website includes links to fifteen different handbooks. The CofC's discovery responses do not indicate the particular handbook containing the requested "hiring practices and policies" cited in Dr. Susan Austin's letter nor do they point to any particular section or portion thereof which contains this information.

To be clear, what we are seeking from the CofC are the specific sections or excerpts from its policies and procedures supporting Dr. Austin's assertions (i) that an opening in a department chairperson position can or will be filled by an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the open position and (ii) that the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies exist, we are asking for copies of those sections or excerpts. However, if such policies or procedures do not exist, then we're asking the CofC to supplement its discovery responses to state that no such policy or procedure exists. Unless the CofC agrees to the forgoing, we intend to press forward with our request for an Order from Judge Young directing the CofC to produce the documents or information as described in Paragraph A of the proposed Order.

Randell C. Stoney, Jr., Esquire  
December 2, 2021  
Page 2

With regard to Paragraph B, thank you for the information in your letter advising for the first time that you personally directed the removal of the two iMac desktop computers from the cubical offices in front of Dr. Thompson's faculty office at the Riley Center. This was news to us. It had not previously been divulged to me or Dr. Thompson. Dr. Thompson would like to inspect and examine the two iMac desktop computers in question tomorrow morning (December 3, 2021) at 10am. Please advise as to the specific location where she should arrive to conduct the inspection. Since your letter indicates the CofC is agreeable to producing the two computers for inspection "at a mutually convenient time," I trust you have no objection to our receiving an Order from Judge Young directing the CofC to produce the computers for inspection and examination as described in Paragraph B of the proposed Order.

I cannot help but say that we are troubled by the fact that you directed the removal of the computers from Dr. Thompson's offices without first giving me or her any advance notice that the CofC would be taking this action. In fact, the CofC didn't give me or Dr. Thompson any notice that the computers had been removed from her offices *even after they had been removed*. Dr. Thompson only learned of the removal of the computers because she went to her office one evening and happened to notice they were missing. Although the computers technically are titled to the CofC, they were purchased with grant funds that Dr. Thompson secured from Boeing. Dr. Thompson was using them as part of her grant-funded work at the college. We see no reason why the CofC should have removed the computers from Dr. Thompson's offices without even notifying her that it was going to do so or that it had done so.

I previously wrote to you on May 4, 2021 regarding the removal of the computers from Dr. Thompson's offices and we simultaneously served formal discovery requests asking for specific information regarding their removal. The CofC's discovery responses dated July 2, 2021 did not disclose anywhere therein that you had directed the removal of the computers from Dr. Thompson's office. We did not learn that information until your letter of November 24, 2021.

With regard to Paragraph C, your letter of November 24 states there "was no incident report or investigative report coincidental to the removal of the two" computers from Dr. Thompson's office. However, we know this statement is incorrect because Dr. Thompson specifically filed an incident report with the CofC's campus security when she learned of the removal of the computers from her office. In any event, we not only seek copies of formal incident reports and investigative reports. We also seek copies of other documents, whether formal or informal, that identify the person(s) who removed the two computers from Dr. Thompson's office and showing the date/time the computers were removed. Your letter indicates that "appropriate documentation establishing a chain of custody and location of these computers" exists and that you will identify and provide the names of the "personnel who effected the actual removal" of the computers. It is unclear what "documentation" you are referencing, but it has not been produced to us thus far. We intend to press forward with our request for an Order from the Court directing the CofC to produce the documents described in Paragraph C of the proposed

Order. It may be that the “chain of custody” documents your letter references may comply with this part of the Order, but I cannot tell at this point until we receive the documents.

With regard to Paragraph D, your letter of November 24 now states for the first time that “there is no security camera footage or surveillance footage reflecting the removal of the computers” from Dr. Thompson’s office. However, in my May 4 letter to you, which was sent almost seven months ago, I specifically advised that Dr. Thompson had filed an incident report with campus security regarding the missing computers, which she believed had been stolen (because she had not been advised you had directed their removal). I also advised you at the time that she had already talked with the CofC’s campus security to have them secure the security camera footage showing the identities of the person(s) who entered the Riley Center and removed the computers. Campus security advised her they had reviewed the security camera footage, that footage does exist for the incident in question, and the footage does identify the person(s) who removed the computers from the stations in front of her office at the Riley Center. Dr. Thompson attempted to obtain a copy of the camera footage from campus security, but the security department advised her that the CofC’s office of general counsel had ordered campus security not to release this camera footage to Dr. Thompson.

As a result, I specifically made a written request to you in my letter of May 4 for a copy of the security footage as well as via formal discovery requests that we served that same day. In my letter of May 4, I specifically put the CofC on notice in bold and italicized print as follows:

***Please be advised that we understand from the CofC’s security department that the camera footage is normally kept for 30 days under standard protocol at which point the data will be overwritten or destroyed. Accordingly, it is imperative at the CofC take immediate steps to retrieve, preserve, and secure this data so that it is not lost or destroyed. Please be advised that Dr. Thompson reserves the right to seek sanctions against the CofC if the data is not timely and properly preserved.***

Your November 24 letter now indicates the CofC has purposefully ignored my letter and has destroyed this security camera footage despite Dr. Thompson’s request that it be preserved and my formal discovery seeking production of this evidence. In our view, this is clear spoliation of evidence. The CofC’s misconduct is further compounded by the fact that it has decided to selectively preserve evidence in this case. As I’ve pointed out in the past, the CofC has produced the camera footage showing Dr. Thompson at her office at a later point in time. However, it apparently has destroyed the other camera footage showing the persons who actually removed the computers on April 5, 2021 or sometime thereafter. In other words, the CofC has preserved the camera footage it wanted to preserve while apparently destroying the other footage it did not want to produce, even despite our written and formal requests to the CofC that it preserve the camera footage for the entire time period in question. We reserve the right to seek sanctions against the CofC for this misconduct at the appropriate time.



Randell C. Stoney, Jr., Esquire  
December 2, 2021  
Page 4

For the time being, we intend to pursue an Order from the Court directing the CofC to produce the security camera footage that we requested and which we had specifically put the CofC on notice to preserve way back on May 4. We will leave it up to the CofC to demonstrate why it is unable to comply.

Of course, please let me know if the above does not adequately respond to the points in your letter.

With best regards, I am

Sincerely,



Daniel F. Blanchard, III

DFB/db

Cc: Dr. Olivia M. Thompson  
Elliot Condon, Esquire  
John Tiller, Esquire

# BARNWELL WHALEY

ATTORNEYS AT LAW

RADELL C. STONEY, JR  
MANAGING MEMBER  
RSTONEY@BARNWELL-WHALEY.COM

December 28, 2021

Via Email

1.718

Frank Blanchard, Esq. – [dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)  
Rosen Haygood  
151 Meeting Street, Suite 400  
Charleston, SC 29401

RE: Olivia Thompson vs. College of Charleston, et al.  
Case No.: 2020-CP-10-02726

Dear Frank:

Please find enclosed Supplemental Response to Plaintiff's Second Supplemental Request for Production of Documents, in conformity with the Court's Order Granting Plaintiff's Motion to Compel Discovery filed on December 16, 2021. The item identified as "a" in the Court's Order did not appear in Plaintiff's Second Supplemental Request for Production of Documents, so I have included it as well as the Defendant's response below:

- (a) *"The specific assertions or excerpt from CofC's policies and procedures supporting the CofC's assertions (i) that an opening in a department chairperson position can or will be filled by an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the position and (ii) that the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies or procedures do not exist, then the CofC shall supplement its discovery responses to state that no such policy or procedure exists."*

RESPONSE: The College of Charleston was unable to locate documents reflecting the assertions noted in (i) or (ii). The Faculty /Administration Manual generally discusses the governance of the College's departments. Section II(d) specifically discusses the Academic Department Chair position. The Faculty/Administration Manual for the year

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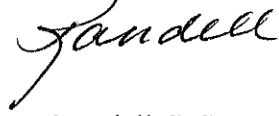
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December 28, 2021

Page 2

2020-2021, and 2021-2022 are attached at CofC\_01014-01174 and CofC\_01175-01337, respectively.

Sincerely,

A handwritten signature in cursive script, appearing to read "Randell".

Randell C. Stoney, Jr.

RCSjr/dlm

# BARNWELL WHALEY

ATTORNEYS AT LAW

RANDELL C. STONEY, JR

MANAGING MEMBER

RSTONEY@BARNWELL-WHALEY.COM

January 6, 2021

Via Email

1.718

Frank Blanchard, Esq. – [dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)

Rosen Haygood

151 Meeting Street, Suite 400

Charleston, SC 29401

RE: Olivia Thompson vs. College of Charleston, et al.  
Case No.: 2020-CP-10-02726

Dear Frank:

Attached please find the College of Charleston's Second Supplemental Responses to Plaintiff's Second Request for Production. The College's supplement was substantial, consisting of 340 pages of materials and written responses and in compliance with the court's Order.

Please accept the enclosed Second Supplemental Response to Plaintiff's Second Request for Production and the below regarding section "a" of the court's Order as responsive to your letter. These materials represent the continuing endeavor to be respectful of preserve the court's time and move discovery forward.

Item identified as "a" in the Court's Order did not appear in Plaintiff's Second Request for Production of Documents however, a supplement follows:

- (a) *"The specific assertions or excerpt from CofC's policies and procedures supporting the CofC's assertions (i) that an opening in a department chairperson position can or will be filled by an internal candidate of the CofC without providing other faculty members in the affected department notice of the opportunity to apply or interview for the position and (ii) that the deadline for applying for such an open department chairperson position will be enforced against a faculty member in the affected department regardless of whether the faculty member had been provided notice of the deadline. If such policies or procedures do not exist, then the CofC shall supplement its discovery responses to state that no such policy or procedure exists."*

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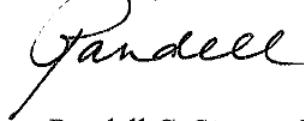
January 6, 2022

Page 2

RESPONSE: The College of Charleston was unable to locate documents reflecting the assertions noted in (i) or (ii). The Faculty /Administration Manual discusses the general governance of the College's departments. Section II(d) specifically discusses the Academic Department Chair position. The Faculty/Administration Manual for the year 2020-2021, and 2021-2022 are attached at CofC\_01014-01174 and CofC\_01175-01337, respectively.

SUPPLEMENTAL RESPONSE: Pages 36, 37, and 38 of the documents provided in conjunction with Defendant's Second Supplemental Response to Plaintiff's Second Request for Production (CofC 1054, 1055, and 1056, respectively) specifically discuss the Academic Chair position. The materials in these Bates ranges are enclosed again for further inspection (see B subpart 2; C; D subparts 1 and 2). Please confirm this Second Supplement as responsive.

Sincerely,

A handwritten signature in cursive script, appearing to read "Randell", with a long, sweeping underline that extends to the left and then curves back under the name.

Randell C. Stoney, Jr.

RCSjr/dlm

**RECEIVED**

**Jan 13 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas  
Roger M. Young, Sr., Circuit Judge

---

Court of Common Pleas Case No. 2020-CP-10-02726

---

OLIVIA M. THOMPSON, PH.D., M.P.H.,

Plaintiff/Appellant on Appeal,

v.

COLLEGE OF CHARLESTON; COLLEGE OF CHARLESTON FOUNDATION, INC.;  
FRANCES C. WELCH, PH.D., M.A.; GODFREY A. GIBBISON, PH.D., M.S.; AND  
CHRISTOPHER R. TOBIN,

Defendants,

v.

Of whom

COLLEGE OF CHARLESTON AND  
FRANCES C. WELCH, PH.D., M.A. are the

Respondents on Appeal.

---

**NOTICE OF APPEAL**

---

Pursuant to South Carolina Appellate Court Rule 203(b)(1), Appellant Olivia M. Thompson, Ph.D., M.P.H. (“Appellant”), by and through the undersigned attorneys, hereby appeals the Order Denying Plaintiff’s Motion for Preliminary Injunction of Circuit Judge Roger M. Young, Sr. dated November 12, 2021 and the Order Denying Plaintiff’s Motion to Alter or Amend of Circuit Judge Roger M. Young, Sr. dated December 16, 2021. Counsel for Appellant received written notice of the entry of the Circuit Court’s Order Denying Plaintiff’s Motion to Alter or Amend on December 16, 2021, thus this Notice of Appeal is timely filed pursuant to

South Carolina Appellate Court Rule 203(b)(1). Copies of the Circuit Court's Orders being appealed from are attached hereto.

ROSEN HAGOOD, LLC

By: /s/ Daniel F. Blanchard, III

Daniel F. Blanchard, III (SC Bar 65342)

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(843) 577-6726 telephone

[dblanchard@rosenhagood.com](mailto:dblanchard@rosenhagood.com)

ATTORNEYS FOR APPELLANT

Charleston, South Carolina  
January 13, 2022.

Other attorneys:

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CHRISTOPHER R. TOBIN



**RECEIVED**

**Jan 13 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas  
Roger M. Young, Sr., Circuit Judge

---

Court of Common Pleas Case No. 2020-CP-10-02726

---

OLIVIA M. THOMPSON, PH.D., M.P.H.,

Plaintiff/Appellant on Appeal,

v.

COLLEGE OF CHARLESTON; COLLEGE OF CHARLESTON FOUNDATION, INC.;  
FRANCES C. WELCH, PH.D., M.A.; GODFREY A. GIBBISON, PH.D., M.S.; AND  
CHRISTOPHER R. TOBIN,

Defendants,

v.

Of whom

COLLEGE OF CHARLESTON AND  
FRANCES C. WELCH, PH.D., M.A. are the

Respondents on Appeal.

---

**PROOF OF SERVICE**

---

I certify that I have served the Notice of Appeal on the Defendants by mailing a copy of it to their attorneys of record on January 13, 2022, by United States first-class mail, with sufficient postage affixed thereto, and addressed as follows:

Randell C. Stoney, Jr., Esquire  
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Charleston, SC 29402

ROSEN HAGOOD, LLC

By: /s/ Daniel F. Blanchard, III  
Daniel F. Blanchard, III, Esquire  
ATTORNEYS FOR APPELLANT

**NOTE:** This document is the same document already set forth in the Record on Appeal at R\_004 through R\_015 (Order of The Honorable Roger M. Young, Sr. Denying Plaintiff's Motion for Preliminary Injunction filed November 12, 2021). In lieu of reproducing the document again here, this note has been substituted in its place to avoid unnecessary duplication.

**NOTE:** This document is the same document already set forth in the Record on Appeal at R\_021 through R\_023 (Order of The Honorable Roger M. Young, Sr. Denying Plaintiff's Motion to Alter or Amend filed December 16, 2021). In lieu of reproducing the document again here, this note has been substituted in its place to avoid unnecessary duplication.

CERTIFICATE OF COUNSEL

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

ROSEN HAGOOD, LLC

**RECEIVED**

**Jun 01 2022**

**SC Court of Appeals**

May 31, 2022.

By: /s/ Daniel F. Blanchard, III  
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