

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Peter Ellis,

Plaintiff,

v.

Florence 1 Schools and Kelvin Wymbs,
in his individual capacity,

Defendants.

IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is served upon you, and to serve a copy of your answer to this Complaint upon the subscriber at the address shown below within thirty (30) days (thirty five (35) days if served by United States Mail) after service hereof, exclusive of the date of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

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October 24, 2018

Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

Peter Ellis,

Plaintiff,

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**COMPLAINT
(Jury Trial Demanded)**

EMPLOYMENT CASE

Plaintiff, Peter Ellis, complaining of the Defendants herein, respectfully alleges the following:

PARTIES & JURISDICTION

1. Plaintiff, Peter Ellis (hereinafter "Plaintiff"), is a citizen and resident of Florence County, South Carolina, and was previously employed by Defendant from in or around 2010 until on or about July 31, 2018 as a Physical Education Teacher and Basketball Coach.

2. Defendant, Florence 1 Schools (hereinafter "District"), provides public educational services to student residents within its defined boundaries in Florence County, South Carolina.

3. Defendant, Kelvin Wymbs (hereinafter "Wymbs"), is, upon information and belief, a resident of Florence County, South Carolina. Wymbs served as the Director of Secondary Education and Interim Principal of West Florence High School at the time of the events set forth herein.

4. This action arises under the statutory and common law of South Carolina.

5. The events giving rise to this action occurred in Florence County, the parties have sufficient connection to Florence County, and jurisdiction is proper.

FACTUAL ALLEGATIONS

6. Plaintiff began his employment with Defendant in or around 2010 when he was hired as a teacher within the District. Most recently, Plaintiff has served as a Physical Education teacher and Boys' Basketball Coach at West Florence High School (hereinafter "West Florence").

7. Outside of the events discussed herein, if any, Plaintiff maintained an exemplary work record with Defendant District, and was subjected to no disciplinary action during his employment. Moreover, Plaintiff received several awards for his teaching abilities, including, but not limited to, being nominated for SCAPES PE State Teacher of the Year on two occasions.

8. During his tenure with Defendant District as the Boys' Varsity Basketball Coach, Plaintiff became the winningest coach for West Florence in over thirty years with a record of 117-108 in eight seasons including several twenty win seasons, led West Florence to a 2nd place ranking in the State, won three straight Pepsi Carolina Classics, and had several players signed to play college basketball.

9. On or about February 23, 2018, the Principal of West Florence, Pam Quick, abruptly resigned from her position. On or about that same date, Defendant Wymbs was named the Interim Principal of West Florence for the remainder of the 2017-2018 school year.

10. Notably, Wymbs did not in fact remain Interim for the remainder of the year.

11. On March 8, 2018, Plaintiff was approached by Trey Woodberry, the Varsity Football Coach and recently resigned Athletic Director, and was asked to resign from his coaching position.

12. When Plaintiff questioned who was calling for his resignation, Woodberry responded that “He can’t say” and that the Defendant District “want to go in a different direction.”

13. The following morning, on March 9, 2018, Plaintiff was approached by Assistant Principal, Randy Jackson (hereinafter “Jackson”) and again questioned about his plan to resign. Jackson reiterated that the Defendant District purportedly wanted to go in a different direction and that the community was dissatisfied with his teams’ performance – Plaintiff had gone 19-9, 20-5, and 20-4 in the prior three years.

14. Notwithstanding, Plaintiff responded that he did not want to “rock the boat” and lost his teaching job as well so he would resign from coaching if he was guaranteed to keep his P.E. Teacher position.

15. Jackson assured Plaintiff that would be the case.

16. Later that morning, Jackson approached Plaintiff again and stated that Defendant Wymbs would not be putting anything in writing and that because South Carolina is a right-to-work state, if Plaintiff did not immediately resign from coaching he would be terminated from both his coaching position and teaching position.

17. Upon information and belief, Plaintiff was under a ‘continuing contract’ with respect to his teaching position.

18. Plaintiff responded that he needed time to discuss the matter with his wife and family as it would affect them moving forward as well. Jackson responded that they were meeting with Defendant Wymbs immediately and that no additional time would be provided.

19. Plaintiff then met with Defendant Wymbs and Jackson in Defendant Wymbs’ office. Therein, Defendant Wymbs’ continued to threaten Plaintiff’s employment. To wit:

- a. Defendant Wymbs accused Plaintiff as making this difficult as the whole situation needed to be handled quietly.
- b. Defendant Wymbs accused Plaintiff of leaking the attempts to force his resignation to the Booster Club, which was false.
- c. Defendant Wymbs reiterated that he would put nothing in writing to Plaintiff as '[Wymbs] could move [Plaintiff] if he wanted to.'
- d. Defendant Wymbs alleged that he had the 'power to do what he wants because he has the votes to clean [West Florence] up.'
- e. Defendant Wymbs alleged that this situation was not personal, but business.

20. Notably, during this exchange, Plaintiff's wife, Cindy (hereinafter "Cindy"), contacted the Assistant Superintendent of Human Resources, Matrell Sturkey, about the situation Plaintiff was currently facing.

21. Sturkey reiterated that Defendant Wymbs and/or Jackson were not in a position to take Plaintiff's teaching position unless for something negligent or criminal.

22. Throughout the day, Defendant Wymbs and Jackson continued to pressure Plaintiff into resigning his coaching position for fear of losing his teaching position.

23. Moreover, Defendant Wymbs immediately learned that Plaintiff's wife had contacted the District Office and confronted Plaintiff as he was leaving the restroom and accused him of being a liar. Defendant Wymbs further threatened Plaintiff and provided that Plaintiff 'should have known that his wife contacting the District Office would get back to him.'

24. Plaintiff recorded this interaction with Defendant Wymbs, wherein Woodberry was also present.

25. As a result, Plaintiff was forced to leave early and see his personal physician as he was physically becoming sick at work. Plaintiff was then written out-of-work until the following Monday.

26. Still, Plaintiff was forced to have his wife tender his resignation from coaching on March 9, 2018, as Defendant Wymbs refused to provide him the weekend.

27. In the days following, several local media outlets ran stories about the issues at West Florence, including, but not limited to, Plaintiff's abrupt resignation; the abrupt resignation of Woodberry as Athletic Director; the abrupt resignation of the Softball Coach, Kevin Jones; the abrupt resignation of Quick; and the abrupt termination of the Volleyball Coach, Hillary Pratt.

28. Indeed, on March 19, 2018, Dr. Dan Strickland, Interim Superintendent for Defendant District, emailed the entire District and provided in pertinent part:

- a. "Various issues involving West Florence High School have been reported in the media during the past several weeks."
- b. "We are in the process of responding to multiple requests from the media regarding these matters and we will respond consistent with the law."
- c. "We wish to be clear that we fully support the efforts Dr. Wymbs has made and continues to make on behalf of West Florence High School..."
- d. "To the extent Dr. Wymbs has identified any issues that needed to be addressed, he has addressed them appropriately."

29. During this same period of time, Defendant Wymbs was engaging in private discussions with Defendant School Board members and the public-at-large.

30. In a text message sent to Defendant Wymbs on or about March 18, 2018, Board member Trisha Caulder provided:

I think you knew from the start you had my support. Whatever you need to do to make West the outstanding school we both know it can be and should be, you have my blessing. As a single board member, I have very little I can do but I believe the majority of our board feels much the same as I do. Dr. Strickland and Barry [Townsend] are also in your corner. Make the changes as quickly as you can. Dragging your feet will only prolong the needed and necessary changes. Just let us know what you need and we will do our best to help.

31. Defendant Wymbs further responded to Facebook posts surrounding Plaintiff's removal, providing:

- a. "West Florence look for integrity if you go along with wrong your just as bad as the perpetrator!!" [sic]
- b. "You don't have to defend me from people who think they are entitled to do whatever they want i got this!" [sic]

32. On or about March 22, 2018, Plaintiff was the subject to a Facebook post made by a local Florence County resident based upon an alleged "inside scoop." Therein, Plaintiff was accused of "stealing money and not turning in canteen money and summer camp money. This has been going on for YEARS!!!" It was further alleged "The principal and athletic allowed him to get away with it."

33. In separate postings regarding the Defendant District, this poster proffered that 'her sources are never wrong.'

34. On or about May 30, 2018, Defendant District named Daryl Jarvis as the new West Florence Basketball Coach.

35. Upon information and belief, Defendant Wymbs and Jarvis have a personal relationship and have known each other for many years.

36. Based on the treatment he was subjected to, and for continued fear of losing his job, Plaintiff immediately began looking for other opportunities for the 2018-2019 school year.

37. During his job search, Plaintiff was personally informed that school districts were scared to hire him because of concerns of the image on the prospective district should he be hired.

FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT DISTRICT
(Defamation)

38. Plaintiff realleges the paragraphs herein as if verbatim, where not inconsistent herewith.

39. At all times herein, Defendant District knew or should have known the allegations and charges surrounding Plaintiff's separation from his coaching position were baseless in fact, false, and recklessly disregarded the truth in taking personnel action against the Plaintiff.

40. Upon information and belief, the Defendant District, by and through its agents and employees, further disseminated that Plaintiff was stealing money.

41. The accusations of Defendant District, but not limited to, accusing the Plaintiff of stealing money, and otherwise being unsuccessful of being a basketball coach, as referenced herein, and actions associated herewith have defamed the Plaintiff by word and act.

42. Such statements were false, known to be false, and maliciously published by the Defendant District to the Plaintiff's former co-workers, colleagues, outside employers, and likely other members of the general public. Such publication was made with malice, mean-spirit, and without justification.

43. Furthermore, upon information and belief, Defendant District disseminated false statements to members of the general public, including, but not limited to, Tawan Pierce, who

went so far as to publicly allege on social media that Plaintiff “was stealing money and not turning in canteen money and summer camp money. This has been going on for YEARS!!” Pierce further alleged that such information came from reputable sources. Notably, Pierce is social media friends with several Defendant District employees, including, but not limited to, Audres Perkins (hereinafter “Perkins”).

44. Defendant District further defamed Plaintiff’s name to other school district’s in the State, wherein Plaintiff was advised by such districts that he could not be hired for fear of him harming their reputation.

45. Further, such statements and acts are defamatory *per se* as they accuse the Plaintiff of incompetence in his profession(s).

46. Plaintiff has suffered severe reputational loss both professionally and personally; the Defendant caused and is liable to him for the same.

47. As a direct and proximate result of the defamatory conduct, the Plaintiff has suffered reputational loss, been embarrassed, humiliated, and has sustained mental anguish. The Plaintiff is entitled to an award of actual damages against the Defendant, in amounts to be determined by a jury. The Plaintiff is further entitled to an award of reasonable attorney’s fees and costs for this action.

FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT DISTRICT
(Tortious Interference with a Prospective Contractual Relationship)

48. Plaintiff realleges the paragraphs herein as if verbatim, where not inconsistent herewith.

49. Defendant District became aware of Plaintiff’s attempts to seek subsequent employment with another district.

50. Defendant District knowingly, purposefully, wrongfully, and maliciously interfered with the Plaintiff's prospective contractual relationship with said districts.

51. Because of the Defendant District's actions, in at least one instant Plaintiff was that the 'superintendent of the prospective district believed there to be something fishy but if something came out later how would it look on [them].'

52. As a result, Plaintiff was removed from consideration.

53. Such conduct amounts to knowing, tortious and malicious interference with Plaintiff's prospective employment contracts. Defendant District's actions occurred in the absence of any legitimate justification as Plaintiff's outside employment was permissible and not otherwise problematic.

54. As a direct and proximate result of the tortious interference, the Plaintiff has sustained a loss of employment, earnings, and earning capacity all of which extend far into the future. Plaintiff is entitled to an award of actual damages, in an amount to be determined by a jury, against the Defendant District as a result of its conduct. Plaintiff is also entitled to prejudgment interest on these damages where recoverable, and attorney's fees and costs for this action.

FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT DISTRICT
(Fraud and Misrepresentation)

55. Plaintiff realleges the paragraphs herein as if verbatim, where not inconsistent herewith.

56. In or around March 2018, Defendant District, by and through Defendant Wymbs, represented to Plaintiff that if he did not immediately resign his coaching position, he would be terminated from it and his teaching position immediately.

57. When Plaintiff's wife sought to contact the Defendant District for clarification, Defendant District relayed her concerns back to Defendant Wymbs who then persisted that Plaintiff resign as he (Wymbs) can do what he wants with respect to Plaintiff's employment.

58. Defendant District knew that Plaintiff's teaching contract could not be terminated but allowed him to believe the same so that he would resign immediately.

59. Based on the representations made to him, Plaintiff believed he had no option but to resign from coaching in order to keep his teaching position.

60. Plaintiff resigned from his coaching position on or about March 9, 2018, one day after his job began being threatened.

61. As a direct and proximate result of the misrepresentations as set forth herein, the Plaintiff has sustained a loss of employment, earnings, and earning capacity all of which extend far into the future. Plaintiff is entitled to an award of actual damages, in an amount to be determined by a jury, against the Defendant District as a result of its conduct. Plaintiff is also entitled to prejudgment interest on these damages where recoverable, and attorney's fees and costs for this action.

FOR A FOURTH AND SEPARATE CAUSE OF ACTION
AGAINST DEFENDANT WYMBS
(Defamation)

62. Plaintiff realleges the paragraphs herein as if verbatim, where not inconsistent herewith.

63. Following his forcing Plaintiff to resign from his coaching position in March 2018, Defendant Wymbs began posting to his personal Facebook page retorts concerning Plaintiff and his prior employment.

64. Defendant Wymbs' statements, as set forth herein, charge the Plaintiff with lacking integrity, being a perpetrator, and otherwise unfit as a coach and/or educator, and the actions associated therewith have defamed Plaintiff by word and act.

65. Such statements were false, known to be false, and maliciously published by the Defendant Wymbs to members of the general public. Upon information and belief, such statements were also published to Plaintiff's colleagues and co-workers. Such publication was made with malice, mean-spirit, and without justification.

66. As a direct and proximate result of the defamatory conduct, the Plaintiff has suffered reputational loss, been embarrassed, humiliated, and has sustained mental anguish. The Plaintiff is entitled to an award of actual damages against the Defendant Wymbs as well as punitive damages, in amounts to be determined by a jury. The Plaintiff is further entitled to an award of reasonable attorney's fees and costs for this action.

FOR A FIFTH AND SEPARATE CAUSE OF ACTION
AGAINST DEFENDANT WYMBS
(Tortious Interference with a Contractual Relationship)

67. Plaintiff realleges the paragraphs herein as if verbatim, where not inconsistent herewith.

68. Defendant Wymbs was fully aware and apprised of Plaintiff's employment with Defendant District as a coach and educator.

69. Defendant DCSD knowingly, purposefully, wrongfully, and maliciously interfered with the Plaintiff's contractual relationship with Defendant District. Defendant Wymbs' malicious interference includes the threatening of Plaintiff's future employment if he did not resign immediately.

70. Because of the Defendant Wymbs' actions, Plaintiff was forced to resign from his coaching position on or about March 9, 2018.

71. Such conduct amounts to knowing, tortious and malicious interference with Plaintiff's contract with Defendant District. Defendant Wymbs' actions occurred in the absence of any legitimate justification and upon information and belief was for the purpose of hiring a personal friend to replace Plaintiff.

72. While Jarvis was hired into Plaintiff's position on or about May 30, 2018, upon information and belief, Jarvis was selected for the position in March 2018.

73. As a direct and proximate result of the tortious interference, the Plaintiff has sustained a loss of employment, earnings, and earning capacity all of which extend far into the future. Plaintiff is entitled to an award of actual damages, in an amount to be determined by a jury, against the Defendant Wymbs as a result of his conduct. Plaintiff is also entitled to prejudgment interest on these damages where recoverable, and attorney's fees and costs for this action.

FOR A FIFTH AND SEPARATE CAUSE OF ACTION
AGAINST THE INDIVIDUAL DEFENDANT WYMBS
(Civil Conspiracy)

74. Plaintiff realleges the paragraphs above as if set forth herein verbatim, where not inconsistent herewith.

75. At various times and places, the individual Defendant Wymbs, met, schemed, planned, and conspired with others within the Defendant District, including, but not limited to, Caulder, Townsend, and Strickland to harass, demean, threaten, and otherwise harm the Plaintiff in his career and well-being; in so doing Defendant Wymbs has caused Plaintiff separate special damages.

76. Defendant Wymbs acted upon his own personal agendas and for their own personal benefits and desire in order to have a personal acquaintance replace Plaintiff.

77. Defendant Wymbs further relied upon the positions of others in the Defendant District, including, but not limited to, Caulder, Townsend, and Strickland, to receive, in effect, blanket approval with whatever action he wanted to take. To wit, Caulder told him they were all in his corner and would do whatever was needed to make the changes as quickly as possible – despite not knowing what such changes may be.

78. Upon further information and belief, Caulder had further motivation as Defendant Wymbs' actions included removal of the volleyball coach, whom Caulder did not like being a volleyball athlete parent.

79. Defendant Wymbs put a plan in place to have Plaintiff removed and otherwise blacklisted for personal gain, incentive and motive.

80. Such actions were outside the course and scope of employment and carried out with the intent to harm the Plaintiff.

81. Defendant Wymbs and those named herein, and possibly others, have engaged in an unlawful conspiracy and combination of persons to cause the Plaintiff special damages which could not otherwise have been inflicted upon him for which they are liable.

82. That as a direct and proximate result of the wrongful civil conspiracy referred to herein, the Plaintiff has been ostracized and blacklisted, has sustained a further loss of reputation, embarrassment, humiliation, and mental suffering and is entitled to an award of actual damages and punitive damages from Defendant Wymbs, in his individual capacity, for his malicious, mean-spirited, and bad faith actions. The Plaintiff is also entitled to reasonable attorney's fees and costs for this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff is informed and believes that he is entitled to judgment against the Defendants, jointly and severally, in amounts equal to the sum of his actual damages, including embarrassment and suffering, as well as punitive damages against the individual Defendant, in amounts to be determined by a jury, together with an award of reasonable attorney's fees and costs of this action, and for any such other and further relief as this Honorable Court deems just and proper.

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