

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMOM PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY)	
)	
Deon Jackson,)	
)	
PLAINTIFF,)	
)	
v.)	SUMMONS
)	
Joe Baker (in his official and)	
individual capacity), Berkeley County)	
School District, Anthony Dixon (in his)	
official and individual capacity), E.)	
Brandon Gaskins (in his individual)	
capacity), Jimmy Hinson (in his official)	
and individual capacity), Kathy Littleton)	
(in her official and individual capacity),)	
Stafford "Mac" McQuillin (in his official)	
and individual capacity), Michael Ramsey)	
(in his official and individual capacity),)	
Sally Wofford (in her official and)	
individual capacity),)	
)	
)	
DEFENDANTS.)	
)	
_____)	
TO: ABOVE NAMED DEFENDANTS)	

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this Action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the subscriber at Gist Law Firm, 4400 North Main Street, Columbia, South Carolina 29203, within thirty (30) days after the service thereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, the Plaintiff shall apply to the Court for a judgment by default against you for the relief demanded in the Complaint.

Respectfully Submitted

_____s/Donald Gist
Donald Gist (13098)
Erica McCrea (103962)
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Attorneys for Plaintiff Deon Jackson

JURISDICTION AND VENUE

1. This Court has proper jurisdiction of all parties and subject matter in this action, as this action arises, inter alia, under the Common Laws of South Carolina.
2. Venue is proper in Berkeley County, because the Causes of Action arose therein, the acts and practices complained of occurred there, and it is where the Defendants are situated, do business, and may be found.

PARTIES

3. Plaintiff Deon Jackson is a citizen of the State of South Carolina.
4. Defendant Joe Baker (“Baker”) is a citizen of the State of South Carolina.
5. Defendant Berkeley County School District (“BCSD”) is a South Carolina state entity.
6. Defendant Anthony Dixon (“Dixon”) is a citizen of the State of South Carolina.
7. Defendant Jimmy Hinson (“Hinson”) is a citizen of the State of South Carolina.
8. Defendant Kathy Littleton (“Littleton”) is a citizen of the State of South Carolina.
9. Defendant Stafford “Mac” McQuillin (“McQuillin”) is a citizen of the State of South Carolina.
10. Defendant Michael Ramsey (“Ramsey”) is a citizen of the State of South Carolina.
11. Defendant Sally Wofford (“Wofford”) is a citizen of the State of South Carolina.

FACTS

12. Plaintiff entered into an Employment Agreement and was hired as the Superintendent for Defendant BCSD on or about May 19, 2021. Plaintiff’s employment, per the terms of the contract, was for the original term of July 1, 2021 to June 30, 2024. Then the term was extended for one year to expire June 30, 2025.

13. Upon information and belief, Plaintiff had a proficient evaluation and performed his job to the best of his ability.

14. All Defendant BCSD board members are subject to the policies prescribed in or by Defendant BCSD Policy BA Board Operation.

15. On November 8, 2022, Defendants McQuillin, Littleton, Wofford, and Ramsey were re-elected to the Berkeley County School Board.

16. On November 8, 2022, Defendants Baker and Hinson were elected to the Berkeley County School Board as new board members.

17. On or about November 11, 2022, the election results were certified in Berkeley County.

18. As the three new board members were elected, those seats became vacant until their swearing in on Tuesday, November 15, 2022.

19. As such, a quorum of the board was four (4) of the six (6) member board during this time of transition: on or before November 11 to November 15, 2022.

20. Upon information and belief, the four (4) re-elected members of the board, Defendants McQuillin, Littleton, Wofford and Ramsey, held private meetings in-person and via telephonic means, which constituted an illegal board meeting comprised of a quorum to discuss and decide upon the termination of Plaintiff. In addition, acting in concert with the sitting re-elected board members, the two (2) non-sworn newly-elected members Defendants Baker and Hinson participated in the illegally constituted meetings conspiring to terminate Plaintiff. These illegally constituted meetings, in addition to conspiring against Plaintiff violated the rights of the public and South Carolina Freedom of Information Act.

21. Upon information and belief, this meeting or meetings were held outside the presence of the former chairman, David Barrow and other board members, Yvonne Bradley and Crystal

Wigfall, in violation of Policy BA Board Operations. Former Chairman Barrow affirmed in statements to the media on December 7, 2022 that Defendant chairman McQuillin violated “school district policy multiple times over the past **several** weeks.”¹

22. According to Defendant BCSD’s Policy BA Board Operations, the chairman presides over all meetings of the Board. This does not mean that the chairman is empowered to singularly make decisions regarding personnel actions and press releases on personnel matters to include Plaintiff’s termination to the general public without a full board vote before issuing such.

23. On Sunday, November 13, 2022 at 9:58 a.m. as Plaintiff attended virtual church services, Plaintiff received a shocking and disturbing phone call from Defendant McQuillin at 9:58 a.m. Defendant McQuillin informed Plaintiff that the Berkeley County School Board members were prepared to terminate his employment at the Tuesday, November 15, 2022, board meeting citing that six (6) votes (which affirms the allegations of Paragraph 23), Board Members Barrow, Bradley, and Wigfall were unaware of the phone call to Plaintiff or any decision to terminate Plaintiff. This is affirmed by the November 15th board meeting terminating Plaintiff made on video, with excited utterances by board members Barrow and Bradley exclaiming their shock of the named Defendants actions.

24. Upon information and belief, Defendant McQuillin stated to the Plaintiff that there were six (6) board members who were willing to vote for his termination and if they voted for Plaintiff’s termination, the termination would be without cause and without an offer of a severance agreement. Defendant McQuillin’s statement to Plaintiff confirmed that the six (6) are the named

¹ Michael Higdon, Berkely Co. board member claims new chair violated district policy, Live 5 WCSC (Dec. 7, 2022), <https://www.live5news.com/2022/12/07/berkeley-co-board-member-claims-new-chairman-violated-district-policy/>.

Defendants in their official and private roles who fostered and carried out the conspiracy against Plaintiff on November 15, 2022.

25. Upon information and belief, Defendant McQuillin stated to Plaintiff that the termination was not performance based.

26. Upon information and belief, Defendant McQuillin suggested that Plaintiff resign from his post and stated that, if Plaintiff chose not to resign, he would be terminated on Tuesday November 15, 2022, which could lead to years of litigation, would be embarrassing for Plaintiff, and make it difficult for Plaintiff to obtain future employment. Defendant McQuillin **on this point is correct**. Plaintiff, while attending virtual church services, upon receiving this communication was shocked, dismayed, and immediately began crying excessively to the extent that Plaintiff had to be comforted and consoled by his wife who was also shocked and dismayed. Upon receiving such information Plaintiff suffered anxiety fearing the loss of support for his family to include his wife and minor children, and was embarrassed to the extent that he later locked himself in the bedroom for the remainder of the day, limited his communication with his children, and only interacted with his consoling spouse. Plaintiff suffered a loss of sleep, suffered anxiety, loss of sleep, loss of appetite, apprehension about his future to support his family, which continues to present.

27. Upon information and belief, Defendant McQuillin also stated to Plaintiff that if his termination led to litigation and there were any funds awarded by the Court, Defendant BCSD would appeal.

28. Upon information and belief, Defendant McQuillin stated to Plaintiff that Defendant Gaskins, who on November 13, 2022 **was not the contracted attorney** of Defendant BCSD, would be handling any communication that day with Plaintiff and litigation of the matter. Defendant McQuillin stated that Plaintiff's attorney should talk to Defendant Gaskins. Defendant

Gaskins had previously severed any relationship with Defendant BCSD as of July 9, 2021, following a legal interpretation dispute with in-house counsel Tiffany Richardson regarding the release of personnel information on another BCSD school and county employee. Likewise, November 15, 2022 in-house counsel Tiffany Richardson was also terminated by the named Defendants, and Defendant Gaskins was re-hired as external counsel for the Defendant Board members, over the objections of board members Barrow, Bradley and Wigfall.

29. Defendant McQuillin admitted, on video, to speaking with yet-to-be hired Defendant Gaskins about the plans to terminate Plaintiff at the November 15, 2022 board meeting.

30. The Defendants violated S.C. Code § 59-19-315 which states that the term of office of every elected trustee of a school district must commence one week following the certification of the election.

31. On Tuesday, November 15, 2022 the re-elected and newly elected board members were sworn in at the start of the board meeting.

32. Once sworn into his official capacity, Defendant McQuillin made a Motion to enter into Executive Session but failed to state the specific purpose of the executive session as stated in the Freedom of Information Act.

33. Defendant Littleton made a Motion to terminate the employment of Tiffany Richardson, the in-house counsel for Defendant BCSD, and retain the services of Defendant Gaskins. Defendant Wofford seconded the motion.

34. Next, Defendant McQuillin moved to terminate the employment of Plaintiff as Superintendent of Defendant BCSD. Defendant Hinson seconded the Motion. When asked to give an explanation for the termination of Plaintiff, Defendant McQuillin refused to give an answer.

35. Defendant McQuillin continued to take the vote on the Motion to have Plaintiff removed. Defendants McQuillin, Ramsey, Baker, Littleton, Hinson and Wofford approved the Motion. The three remaining board members voted against the Motion and, in fact, Board Member Crystal Wigfall, in disgust, exits the board meeting along with Plaintiff and a substantial number of members of the audience and were jointly disgusted and outraged.

36. Defendant Hinson then moved to have Defendant Dixon named the new Superintendent for Berkeley County School District. Defendant McQuillin, illegally as Chairman, seconded the Motion. Defendants McQuillin, Ramsey, Baker, Littleton, Hinson and Wofford approved the Motion. The three remaining board members voted against the Motion.

37. On November 23, 2022 Defendant McQuillin released an improperly/illegally posted Berkeley County School District statement regarding the termination of Plaintiff Deon Jackson. This statement was released without approval of the entire board, in violation of Defendant BCSD's Board Policy BA which reads, in part, that the Board must, "Act only when a quorum is present at a legal meeting of the board. Because all powers of the Board of Trustees lie in its action as a group, individual board members exercise authority over district affairs only when voting to take action or when delegated the authority by the board." Board member Barrow admits that Defendant McQuillin released the public statement without the knowledge and consent of the full board. To quote Barrow's revelation "Was there a meeting I was not aware of?" Defendant McQuillin's public statement is fraught with misleading, unverified, and false statements with the express purpose of publicly disparaging and humiliating Plaintiff and with the express purpose to attempt to cloak the conspired and illegal termination of Deon Jackson, who is the legitimate, certified Superintendent of Berkeley County School District.

38. In this November 23rd statement, Defendant McQuillin admits to informing the Plaintiff, days prior to the November 15th board meeting that there would be a motion to terminate his employment.

39. Defendant McQuillin admitted in his November 23rd statement that he spoke to Defendant Dixon prior to the November 15, 2022 board meeting about becoming the Superintendent of Berkeley County School District.

40. Defendant McQuillin and named Defendants were grossly negligent in not researching South Carolina law/statutes and South Carolina Department of Education regulations in their haste to conspire and carry out their mission to destroy Plaintiff as Superintendent of Defendant BCSD.

41. As of November 15, 2022, at the time of his hiring, Defendant Dixon did not hold the required certification to be named Superintendent of Defendant BCSD. Defendant Dixon is not on record as having the required Superintendent certification, per his records at the South Carolina Department of Education as of December 7, 2022. “According to the state board of education regulation on appointment of a superintendent, ‘Administrators serving as area or district superintendents for the first time after June 30, 1968, shall hold a superintendent’s certification.’”²

42. The November 23rd statement also alleged that the Defendants lacked trust and confidence in the Plaintiff to lead the district. On November 15, 2022, there is no record or meetings whereby the newly elected board members had the occasion to meet with Superintendent Jackson, nor review the fact that Superintendent Jackson’s annual performance evaluation, which had just been completed by the board which was proficient. Plaintiff’s evaluation was based on the McRel evaluation which is an instrument comprised of four components which are: Purposeful

² Anna Myers, Questions concerning Berkeley Co. Schools Superintendent’s certification, Live 5 WCSC (Dec. 7, 2022), <https://www.live5news.com/2022/12/07/sc-education-department-berkeley-co-schools-superintendent-not-certified/>.

Community, Managing Change, Focus of Leadership, and Management. All nine board members submitted the summary evaluation worksheets which found Superintendent Jackson proficient. The termination of Plaintiff after a proficient evaluation is substantiated by a media interview conducted on YouTube at 8:28 p.m. November 15, 2022, the same evening of Superintendent Jackson's tragic and illegal termination.³ Defendant Michael Ramsey, in this YouTube video, stated that Plaintiff had performed his job proficiently. In fact, Plaintiff Deon Jackson rated exceptional in some areas of leadership above the previous Superintendent, Dr. Ingram, who had been Defendant BCSD's Superintendent for many years and did not receive a rating of exceptional.

43. Defendants, in their official and individual capacities, conspired with evil intent and with total disregard of the law. When four (4) of the re-elected board members, who should have known better, acted in violation of district board policy, carried out a planned, conspired mission to destroy a certified, competent, caring Superintendent of schools for Berkeley County.

FIRST CAUSE OF ACTION

First Count Civil Conspiracy Against Defendants McQuillin, Ramsey, Baker, Littleton, Hinson, Wofford

44. Each and every assertion set forth herein above is repeated as fully incorporated.

45. The Plaintiff has been targeted by deliberate design of Defendants McQuillin, Ramsey, Baker, Littleton, Hinson and Wofford in a conspiracy to ensure the termination of Plaintiff's employment and deprivation of his contractual rights to due process with willful disregard to his contractual rights.

46. Upon information and belief, Defendant McQuillin stated to the Plaintiff that there were six (6) board members that were willing to vote for termination and, if they voted for his termination, there would not be an offer of a severance.

³ Quintin Washington, EXCLUSIVE – Michael Ramsey Interview – Quintin's Close-Ups, Nov. 7, 2022), <https://www.youtube.com/watch?v=0f7uGCp0DLQ>.

47. Defendant McQuillin admitted in a statement he released on November 23, 2022 that he spoke to Defendant Dixon prior to the November 15, 2022 board meeting about becoming the Superintendent of Berkeley County School District.

48. The defendants exceeded the scope of their employment by abusing their capacity as board members to cause injury to the Plaintiff.

49. Defendant McQuillin enlisted the assistance of Defendants Ramsey, Baker, Littleton, Hinson, Wofford, Dixon and Gaskins in manufacturing pretextual justification to terminate Plaintiff's employment.

50. The acts of the Defendants McQuillin, Ramsey, Baker, Littleton, Hinson and Wofford were designed to cause injury to the employment relationship that existed between Plaintiff and The District for the purpose of terminating Plaintiff's employment as Superintendent and causing harm to the Plaintiff's reputation in the community.

51. The natural consequence of the Defendants' combined actions caused special damages for pecuniary losses, embarrassment, humiliation, pain and suffering, mental anguish, loss of enjoyment of life, and further non-pecuniary losses.

52. Accordingly, due to the acts of the defendants, Plaintiff Jackson is entitled to injunctive relief and civil damages from the Defendants.

53. Furthermore, Plaintiff is entitled to injunctive relief and/or civil damages, renumeration for lost wages and benefits, reinstatement of benefits, and front pay.

SECOND CAUSE OF ACTION

Second Count Civil Conspiracy Against Defendants McQuillin and Gaskins

54. Each and every assertion set forth herein above is repeated as fully incorporated.

55. The Plaintiff has been targeted by deliberate design of Defendants McQuillin and Gaskins in a conspiracy to ensure the termination of Plaintiff's employment and deprivation of his contractual rights to due process with willful disregard to his contractual rights.

56. Upon information and belief, Defendant McQuillin discussed the potential termination of Plaintiff with Defendant Gaskins.

57. Defendant McQuillin informed Plaintiff that if he was to resign before being terminated at the November 15th board meeting, then Plaintiff would need to speak with Defendant Gaskins about his resignation.

58. At the time of Defendant McQuillin's conversation(s) with Defendant Gaskins, Defendant Gaskins was a non-District employee and was not the district's contracted attorney at the time.

59. The natural consequence of the Defendants' combined actions caused special damages for pecuniary losses, embarrassment, humiliation, pain and suffering, mental anguish, loss of enjoyment of life, and further non-pecuniary losses.

60. Accordingly, due to the acts of the defendants, Plaintiff Jackson is entitled to injunctive relief and civil damages from the Defendants.

61. Furthermore, Plaintiff is entitled to injunctive relief and/or civil damages, renumeration for lost wages and benefits, reinstatement of benefits, and front pay.

THIRD CAUSE OF ACTION

Third Count Civil Conspiracy Against Defendants McQuillin and Dixon

62. Each and every assertion set forth herein above is repeated as fully incorporated.

63. The Plaintiff has been targeted by deliberate design of Defendants McQuillin and Dixon in a conspiracy to ensure the termination of Plaintiff's employment and deprivation of his contractual rights to due process with willful disregard to his contractual rights.

64. Defendant McQuillin admits to speaking with Defendant Dixon on November 13, 2022 to discuss whether he would become Superintendent of Defendant BCSD once the Plaintiff was terminated.

65. The natural consequence of the Defendants' combined actions caused special damages for pecuniary losses, embarrassment, humiliation, pain and suffering, mental anguish, loss of enjoyment of life, and further non-pecuniary losses.

66. Accordingly, due to the acts of the defendants, Plaintiff Jackson is entitled to injunctive relief and civil damages from the Defendants.

67. Furthermore, Plaintiff is entitled to injunctive relief and/or civil damages, renumeration for lost wages and benefits, reinstatement of benefits, and front pay.

FOURTH CAUSE OF ACTION

Breach of Contract

68. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as if set forth verbatim herein.

69. July 1, 2021, Plaintiff entered into a valid contract with The District.

70. Upon information and belief, Plaintiff performed his job with due diligence, yet Defendants BCSD, McQuillin, Ramsey, Baker, Littleton, Hinson, and Wofford acted in bad faith and breached the contract with Plaintiff.

71. Plaintiff's Employment was for the original term of July 1, 2021 to June 30, 2024. Then the term was subsequently extended for one year to expire June 30, 2025 following a positive evaluation.

72. According to the Employment Agreement between Defendant BCSD and the Plaintiff, Defendant BCSD had the right to terminate the Plaintiff with or without cause.

73. Defendants violated the terms and conditions of Plaintiff's employment contract by: (a) failing to provide cause for Plaintiff's termination, (b) failing to establish 2/3 vote for Plaintiff's termination, (c) failing to provide Plaintiff with notice of termination and proper grounds, (d) **failing to provide with opportunity for a hearing** and (e) in violation of other provisions of BCSD's Employment Agreement with Plaintiff.

74. Defendants' conduct was done in bad faith and breached the implied covenant of good faith and fair dealings that is implied in the employment contract.

75. The Defendants violated S.C. Code § 59-19-315 which states that the term of office of every elected trustee of a school district must commence one week following the certification of the election.

76. Plaintiff relied on Defendants' reassurance that Defendants would act pursuant to Defendants' policies and procedures with respect to conduct in the workplace, anti-discrimination, investigation of reported violations, harassment, and other workplace policies.

77. As a result of Defendants' breach of contract, Plaintiff has suffered actual, compensatory, physical, mental, emotional and consequential damages stemming from the breach and other such damages as are allowable by law.

FIFTH CAUSE OF ACTION

Interference with a Contractual Relationship as to Defendants McQuillin, Ramsey, Baker, Littleton, Hinson, Wofford, Dixon, and Gaskins

78. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as if set forth verbatim herein.

79. Plaintiff and Defendant BCSD entered into a binding and valid contract whereby Defendant offered Plaintiff employment in accordance to the terms and policies of Defendant BCSD. Plaintiff accepted the offer of employment by signing the Employment Agreement and

agreed to fulfill the duties of his position in exchange for valuable consideration, his salary. Plaintiff's Employment contract was to begin on July 1, 2021 and end on June 30, 2024; nonetheless, as a result of Plaintiff's proficient performance, his Employment Agreement was extended to June 30, 2025.

80. Upon information and belief, the plaintiff performed his duties as Superintendent of Berkeley County Schools with due diligence and without incident throughout his employment with the defendant.

81. Defendants McQuillin, Ramsey, Baker, Littleton, Hinson, Wofford, Dixon, and Gaskins had knowledge of Plaintiff's employment and the legally binding contract of employment between Plaintiff and Defendant BCSD.

82. Defendants acted to intentionally interfere with the contract between Plaintiff Deon Jackson and Defendant BCSD.

83. Defendants McQuillin, Ramsey, Baker, Littleton, Hinson, and Wofford acted intentionally, outside of their official capacities and in violation of the policies and procedures of Defendant BCSD and Defendant BCSD Board, to interfere with and procure Plaintiff's termination, to end the contractual relationship between Plaintiff and Defendant BCSD when they:

- a. Held secret meetings without the knowledge or consent of BCSD Board to conspire to illegally terminate Plaintiff;
- b. Moved and voted to pretextually terminate Plaintiff in a public Board Meeting, thereby immediately interfering with Plaintiff's Employment Agreement with BCSD, causing a breach of Plaintiff's Employment Agreement, and acting beyond the capacity of their Board positions, in violation of the BCSD and BCSD Board policies and the South Carolina FOIA to terminate Plaintiff;

- c. Consulted third parties, Defendant Gaskins and Defendant Dixon, to participate in and act in furtherance of their interference of Plaintiff's contract with BCSD;
 - d. Acted in violation of BCSD and BCSD Board policies and procedures to conspire, act, vote, publish, and move to terminate the contractual agreement of Plaintiff with BCSD without the approval of the full Board; and
 - e. Orchestrated and allowed Defendants Dixon and Gaskins to participate in the breach and interference of Plaintiff's contract with BCSD and benefit from the interference of Plaintiff's contract as non-employees of Defendant BCSD.
84. Defendants acted intentionally, with knowledge, and in absence of justification.
85. As a result of the acts of Defendants, the terms of Plaintiff's contract and agreement with Defendant BCSD was severed intentionally, illegally, and pretextually.
86. As a result of the tortious acts of Defendant, Plaintiff has suffered actual, compensatory, punitive, physical, mental, emotional and consequential damages stemming from the breach and other such damages as are allowable by law.

SIXTH CAUSE OF ACTION

Invasion of Privacy/Violation of Fiduciary Duty as to Defendants McQuillin and Gaskins

87. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as if set forth verbatim herein.
88. Defendant McQuillin exceeded his fiduciary duty by abusing his position as a board member on November 13, 2022 when he called Plaintiff, who was in virtual church service, to threaten termination and to cause injury to Plaintiff. This injury was both foreseeable and preventable as to Defendant McQuillin.

89. As to Defendants Gaskin and McQuillin, Plaintiff's privacy was violated by Defendant McQuillin's wrongful intrusion and publishing of Plaintiff's private affairs to non-District employee or District's non-contracted attorney, Defendant Gaskins. Both Defendants Gaskin and McQuillin's actions, in concert, were made to intimidate, scare, and threaten Plaintiff with termination, without a legitimate vote of the board on November 13, 2022, and cause Plaintiff mental suffering, shame, humiliation, and offense to Plaintiff's sensibilities.

90. Defendant Gaskins had no authority or right to discuss or engage in personnel actions against the Plaintiff.

91. Upon information and belief, Defendant McQuillin admitted publicly to speaking with Defendant Gaskins about the plans to terminate Plaintiff in his November 23rd statement on the Defendant BCSD website. In addition, Defendant McQuillin instructed Plaintiff to call Gaskins to discuss whether he would resign or face termination. Defendant Gaskins was not a legal representative of Defendant BCSD board at that time and had resigned in any legal/official capacity as a representative of Defendant BCSD on July 9, 2021. The actions of Defendant Gaskins and Defendant McQuillin were a direct invasion of Plaintiff's privacy and personnel status, records, and information. The actions as stated caused great anxiety and mental suffering to Plaintiff.

92. Upon information and belief, Defendant McQuillin admitted in his statement released on November 23, 2022 that he spoke to Defendant Dixon prior to the November 15, 2022 board meeting about becoming the Superintendent of Berkeley County School District.

93. That the disclosure to Defendant Gaskins was highly offensive and likely to cause serious mental injury to a person of ordinary sensibilities.

94. Upon information and belief, Plaintiff is entitled to actual, compensatory, special, and punitive damages as a result thereof, as Plaintiff has suffered damages in the form of actual, compensatory, consequential, physical, mental, emotional, and other damage for such other relief as may be allowed by law.

SEVENTH CAUSE OF ACTION

Violation of the Freedom of Information Act

95. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as if set forth verbatim herein.

96. According to S.C. Code § 30-4-80(A), an agenda for regularly scheduled or special meetings must be posted on a bulletin board in a publicly accessible place at the office or meeting place of the public body and on a public website maintained by the body, if any, at least twenty-four (24) hours prior to such meetings.

97. Upon information and belief, between November 11th and 15th, a quorum of the board met without notice and outside the presence of the public, to commit the board to replacing the incumbent superintendent and identifying a replacement.

98. Upon information and belief, the other board members were not notified, nor was the public.

99. There was an agenda posted for the November 15th board meeting, however, it did not include any reference to the termination of the Plaintiff or the hiring of a new Superintendent.

100. Defendants failed to state a specific purpose for the closed session of the November 15th board meeting as stated by S.C. Code § 30-4-70(6)(b).

101. Defendant McQuillin's motion to enter into Executive Session during the November 15th board meeting did not specifically state to those in attendance that the board was to discuss the termination of the Plaintiff.

102. The certification of the election results happened on November 11, 2022. The Defendants, immediately and illegally commenced their duties when they terminated the Plaintiff on November 15, 2022.

103. The Plaintiff is entitled to equitable relief as the court considers appropriate, and such other and further relief as the court deems just and proper.

EIGHTH CAUSE OF ACTION
Defamation as to Defendant McQuillin

104. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as if set forth verbatim herein.

105. Defendant McQuillin published false statements of fact on November 23, 2022 on Defendant BCSD's website which was then publicized in local newspapers. Defendant McQuillin has, on numerous occasions, slandered Plaintiff in his statements regarding Plaintiff's character and credibility. His statements about Plaintiff's handling of administrative matters and failure to report school matters to the board (2021-2022 prior board) are untrue, malicious, and designed to pretextually cover the named Defendants' unjustified and illegal termination of Plaintiff. Defendant McQuillin's actions were not sanctioned according to board policy, nor was he qualified to unilaterally issue such statements except for the express purpose of destroying the reputation and professional competence of Deon Jackson, who is the legitimately certified Superintendent of Berkeley County School District.

106. The false statements were circulated among the community, through the Defendants, and placed on the Berkeley County School District website.

107. The false statements have caused the Plaintiff to suffer material harm to his reputation.

108. The Defendants acted recklessly and with actual malice when disseminating the false written November 23, 2022 statement about the Plaintiff, along with subsequent slanderous

statements uttered to members of the public which place Jackson in a false light with the purpose of harming Plaintiff.

109. Therefore, the Plaintiff is entitled to actual, general, punitive, and special damages as a result of emotional and physical injury, reputational harm, and mental suffering, as well as damages caused by employment setbacks arising from the false statements' impact on Plaintiff's employment record.

110. Accordingly, due to the acts of the Defendants, Plaintiff is entitled to injunctive relief and civil damages, back wages plus interest, and payment for lost wages. Plaintiff is further entitled to actual, punitive, and compensatory damages in the value and nature of his lost wages, benefits and front pay, with interest applied thereupon, in addition to any liquidated damages, reasonable attorney's fees and costs of bringing this action.

NINTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress as to Defendants McQuillin, Ramsey, Baker, Littleton, Hinson, Wofford, and Gaskins

111. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as if set forth verbatim herein.

112. Defendant McQuillin, with the consent of the other named defendants, intentionally contacted Plaintiff on November 13, 2022, as Plaintiff attended church, to inform the Plaintiff of the plans for his termination. Defendant McQuillin's acts resulted in anxiety, stress, humiliation, embarrassment, and mental anguish for Plaintiff.

113. Defendant McQuillin also stated to Plaintiff that if he decided not to resign before the November 15th board meeting, his public termination would be embarrassing for Plaintiff and make it difficult for Plaintiff to obtain future employment.

114. Defendants further escalated their infliction of emotional distress against Plaintiff by their published intentional false allegations against Plaintiff in the public statement made on November 23, 2022.

115. The said allegations have resulted in anxiety and stress for the Plaintiff, as the Defendants have refused to communicate truthfully to the public regarding the Plaintiff's job performance.

116. Accordingly, due to the acts of the Defendants, Plaintiff is entitled to injunctive relief and civil damages from the Defendants.

117. Plaintiff is further entitled to injunctive relief and/or civil damages, to include medical expenses.

TENTH CAUSE OF ACTION

Gross Negligence

118. Plaintiff reiterates each and every allegation contained in the preceding paragraphs as set forth verbatim herein.

119. Defendant Board members hired Defendant Anthony Dixon based upon Defendants' conspired attempts to cloak their own intentional acts of terminating Plaintiff, in an effort to appease the general public. Defendant Dixon is a named co-conspirator with Defendant McQuillin and other named Defendants who plotted the demise of Superintendent Deon Jackson.

120. Defendant Board Members knew or should have known their obligation to research and determine the Requirements for Superintendent certification as well as Defendant Dixon's lack of qualifications prior to installing Defendant Dixon as Superintendent of the 4th largest school district in South Carolina. According to the December 7, 2022, public acknowledgement by the South Carolina Department of Education, their files on Anthony Dixon **show no such certification.**

121. A diligent and easily accessible search by Defendants would have disclosed such lack of certification of Defendant Dixon before November 15, 2022. Defendant McQuillin publicly acknowledges in his November 23, 2022 statement that he reached out to Defendant Dixon to ask if he was interested in the position as Superintendent in which Defendant Dixon responded in the affirmative.

122. Defendants owed a duty to Plaintiff, the public, parents, administrators, staff and the students of Defendant BCSD to ensure that the hiring of Defendant Dixon met certification requirements upon his appointment on November 15, 2022.

123. Defendant failed to act with the necessary reasonable care, failed to exercise slight care, and were negligent, reckless, willful, and/or wanton on November 15, 2022 in deciding to substitute Defendant Dixon as Superintendent to replace fully-certified Superintendent Deon Jackson.

124. Defendants should have anticipated harm to Plaintiff due to their grossly negligent and hasty decision to terminate Plaintiff.

125. Plaintiff's termination has a sufficient nexus to Defendants' acts.

126. As a direct result of the aforementioned negligence of Defendant through its employees, and/or agents, and Defendant's reckless, willful, and wanton lack of reasonable care that Plaintiff incurred damages proximately resulting from the breach of duty.

JURY TRIAL REQUESTED

127. Plaintiff requests a jury trial.

PRAYER FOR RELIEF

128. WHEREFORE, Plaintiff prays that this Honorable Court declares that the defendants' actions complained of herein violated the rights guaranteed to Plaintiffs and issue its judgement:

- a. Declaring the actions complained of herein illegal.
- b. Issuing an injunction enjoining the defendants, their agents, employees, successors, attorneys and those acting in concert or participation with the defendants, and at their direction from engaging in the unlawful practices set forth herein: Civil Conspiracy, Breach of Contract, Interference with a Contractual Relationship, Violation of FOIA, Defamation, Invasion of Privacy, Intentional Infliction of Emotional Distress and Gross Negligence and any other practices found to be in violation of the common laws of the State of South Carolina.
- c. Awarding Plaintiff compensatory and punitive damages for each cause of action contained herein for Plaintiff's unlawful termination by the board on November 15, 2022, which the jury should find appropriate as a result of the defendants' unlawful actions with respect to Plaintiff's causes of action, including mental anguish, pain and suffering, harm to Plaintiff's economic opportunities, any back pay, front pay and future earnings with cost-of-living adjustments, prejudgment interest, fringe benefits and retirement benefits;
- d. Awarding Plaintiff his cost and expenses in this action, including reasonable attorney fees, and other litigation expenses;
- e. Granting such other and further relief as may be just and necessary to afford complete relief to the plaintiff as this court may deem just and proper.

Respectfully Submitted,

s/Donald Gist

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November 12, 2022