



STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Mary Rice-Crenshaw

Plaintiff(s)

vs.

Edgefield County School District Board  
of Directors, Edgefield County Schools,  
Edgefield County School Board  
Members in Their Official Capacities,  
Brad Covar, James Herrin, Christopher  
Hoffmann, Bridget Clark, and Carroll  
Wates and each in Their Individual Capacities,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2012-CP-19-235

EDGEFIELD COUNTY  
CLERK OF COURT  
SHIRLEY F. NEWBY  
2012 JUL 30 AM 11:31

Submitted By: Donald Gist, Esq.  
Address: 4400 N. Main Street,  
Columbia, SC 29203

SC Bar #: 13098  
Telephone #: (803) 771-8007  
Fax #: (803) 771-0063  
Other:  
E-mail: dbelton@gistlawfirm.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

**DOCKETING INFORMATION** (Check all that apply)

*\*If Action is Judgment/Settlement do not complete*

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.  
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

**NATURE OF ACTION** (Check One Box Below)

- |   |  |   |  |
|---|--|---|--|
| <b>Contracts</b><br><input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> Employment (120)<br><input type="checkbox"/> General (130)<br><input checked="" type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Other (199) | <b>Torts - Professional Malpractice</b><br><input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20____-CP-_____<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299)   | <b>Torts - Personal Injury</b><br><input type="checkbox"/> Assault/Slander/Libel (300)<br><input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Other (399)   | <b>Real Property</b><br><input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499)  |
| <b>Inmate Petitions</b><br><input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599)  | <b>Administrative Law/Relief</b><br><input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899) | <b>Judgments/Settlements</b><br><input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Other (799) | <b>Appeals</b><br><input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) |
| <b>Special/Complex /Other</b><br><input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699)   | <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Out-of State Depositions (650)<br><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)   |   |  |

☐ Sexual Predator (510)

Submitting Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:** Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

# GIST LAW FIRM, P.A.

4400 North Main Street  
Columbia, South Carolina 29203  
Telephone (803) 771-8007  
Facsimile (803) 771-0063

ATTORNEYS-AT-LAW  
Donald Gist  
Kiera C. Dillon

MAILING ADDRESS  
Post Office Box 30007  
Columbia, South Carolina 29230

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July 27, 2012

The Honorable Shirley F. Newby  
Edgefield County Clerk of Court  
129 Courthouse Square  
Post Office Box 34  
Edgefield, South Carolina 29824

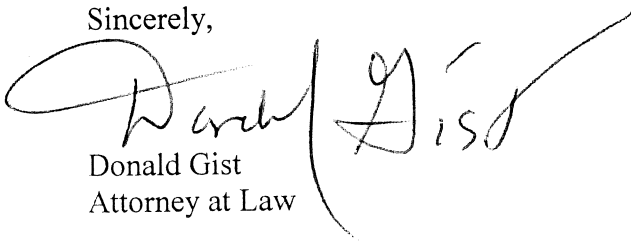
Re: Mary Rice Crenshaw v. Edgefield County School District Board of Directors, Edgefield County Schools, Edgefield County School Board, Members in Their Official Capacities, Brad Covar, James Herrin, Christopher Hoffmann, Bridget Clark, and Carroll Wates each in Their Individual Capacities

Dear Ms. Newby:

Enclosed please find an original and three copies of Plaintiff's Summons and Complaint in the above-captioned matter. Please clock these documents and return the copies in the self-addressed stamped envelope I have provided for your convenience.

Additionally, I have enclosed a check in the amount of one hundred and fifty dollar dollars (\$150.00) for the initial filing of the above-referenced matter.

Sincerely,



Donald Gist  
Attorney at Law

Enclosures: Summons & Complaint  
Cashier's Check #: 6824500309 for \$150.00

EDGEFIELD COUNTY  
CLERK OF COURT  
SHIRLEY F. NEWBY  
STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF EDGEFIELD ) FOR THE ELEVENTH JUDICIAL  
2012 JUL 30 ) AM 11:31 ) CIRCUIT

Case No.: 2012-CP-19-235

Mary Rice-Crenshaw,

Plaintiff,

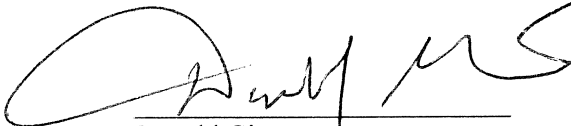
vs.

Edgefield County School District Board )  
of Directors, Edgefield County Schools, )  
Edgefield County School Board )  
Members in Their Official Capacities, )  
Brad Covar, James Herrin, Christopher )  
Hoffmann, Bridget Clark, and Carroll )  
Wates each in Their Individual )  
Capacities, )  
Defendants. )

**SUMMONS**

**TO:**

YOU ARE HEREBY SUMMONSED 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 N. 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.



Donald Gist  
GIST LAW FIRM  
4400 N. Main Street  
Columbia, South Carolina 29201  
(803) 771-8007

EDGEFIELD COUNTY  
CLERK OF COURT  
SHIRLEY F. NEWBY  
STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS  
COUNTY OF EDGEFIELD FOR THE ELEVENTH JUDICIAL  
CIRCUIT  
2012 JUL 30 AM 11:30

Mary Rice-Crenshaw,

Plaintiff,

vs.

Edgefield County School District Board  
of Directors, Edgefield County Schools,  
Edgefield County School Board  
Members in Their Official Capacities,  
Brad Covar, James Herrin, Christopher  
Hoffmann, Bridget Clark, and Carroll  
Wates each in Their Individual  
Capacities,  
Defendants.

Case No.: 2012-CP-19-235

**COMPLAINT**  
(Jury Trial Requested)

The Plaintiff, Mary Rice-Crenshaw (hereinafter referred to as "Plaintiff"), hereby asserts the following Complaint against Defendant, Edgefield County School District Board of Directors, Edgefield County Schools, Edgefield County School Board Members in their official capacities, and Brad Covar, James Herrin, Christopher Hoffmann, Bridget Clark, and Carroll Wates in their individual capacities (hereinafter referred to as "Defendants"), and avers as follows:

### **PARTIES**

1. Plaintiff is a fifty-four year-old African-American female citizen and resident of the county of Edgefield, South Carolina.
2. Defendant, Edgefield County Schools, is a public school district legally organized under the laws of the State of South Carolina and provides public education in the County of

Edgefield in South Carolina. Defendants, Edgefield County School District Board of Directors and Edgefield County Board members in their official and unofficial capacities, are organized, existing, and operating under the laws of South Carolina; and as to the Board members in their individual capacities, upon information and belief, they are citizens and residents of Edgefield County.

### **JURISDICTION AND VENUE**

3. The venue and jurisdiction of both parties and subject matter of this action are properly before this Court, as this action is inter alia under the Common Laws of South Carolina and pursuant to the South Carolina Human Affairs Law, Section 1-13-10, et seq, of the South Carolina Code of Laws of 1976, as amended.

### **CONDITIONS PRECEDENT**

4. The Plaintiff has exhausted all administrative remedies and conditions precedent, including timeliness, deferral and all other jurisdictional requirements necessary for the maintenance of the foregoing action, all of which are more fully described below.
5. After being terminated on or about October 12, 2011, Plaintiff sought to seek relief as a result of Defendant's retaliatory and discriminatory conduct, all of which is more fully described below:

- a. On November 1, 2011, Plaintiff timely filed a complaint with the South Carolina Human Affairs Commission (SCHAC) alleging race discrimination, retaliation, and a racially hostile work environment regarding the terms and conditions and privileges of her employment.
- b. On May 11, 2012, Plaintiff was issued a Notice of Right to Sue from the SCHAC regarding the complaint described in Paragraph 5(b) above.

6. Plaintiff has timely filed the foregoing action within one hundred twenty (120) days of the date on which she received the Notice of Right to Sue described in Paragraph 5(c) above.

### **STATEMENT OF FACTS**

7. Plaintiff began her employment with Edgefield County Schools on November 1, 2007 as Superintendent of Schools. Plaintiff was terminated “without cause” on October 11, 2011.
8. Upon commencement of her employment, Plaintiff signed and entered into an employment contract with Defendant, the term of which was from November 1, 2007, to June 30, 2010. The contract was to be extended for one additional year unless either party gave notice of intent to terminate before January 15, 2010.
9. On January 12, 2010, Defendant presented Plaintiff with an unsolicited, unilateral subsequent agreement extending Plaintiff’s term of employment, from July 1, 2010 to June 30, 2013. The contractual terms at best were ambiguous and confusing to Plaintiff who signed the agreement.
10. The second employment contract included a liquidated damages clause which stated in the event Defendant terminated the employment contract without cause prior to the end of the term of the contract (June 30, 2013), the District shall pay Plaintiff the balance of her salary not yet received for the fiscal year in which she was terminated, if the termination occurred prior to January 15 of any year. If the termination occurred after January 15 of any year, Defendant agreed to pay Plaintiff the balance of her salary not yet received for the fiscal year plus her same base salary for one additional fiscal school year. Plaintiff was terminated on **October 11, 2011**.

11. When Defendant hired Plaintiff as Superintendant in 2007, the composition of the District Board was four African-American board members to three Caucasian board members. Plaintiff was hired on a four to three vote of the Board—the four African-American board members voted to hire Plaintiff while the three Caucasian board members did not.
12. Because the three Caucasian board members did not want to hire Plaintiff, in a concerted effort, they began to continuously harass and attempt to intimidate Plaintiff.

Particularly, the Board Chairman, Brad Covar, began a campaign to oust Plaintiff from her position as Superintendant. Covar worked to recruit Caucasian members to the Board with the ultimate objective of terminating Plaintiff's employment because of her race.

13. Bridget Clark and Carroll Waters ran for seats on the Board with a vendetta to terminate Plaintiff. They were both employees under the supervision of Plaintiff when Plaintiff was first hired as Superintendent. Clark was a Principal and Waters was the Director of the Career School. Waters did not like the fact that Plaintiff initiated a Cosmetology program for the District in which a majority of African-American students participated and succeeded in the program. Also, Covar, Waters, and Clark did not like that Plaintiff transferred the alternative school from a mobile behind the school to a wing inside the school.
14. Eventually, the composition of the Board changed from a four to three African-American majority to a five to two Caucasian majority.
15. Throughout Plaintiff's tenure as Superintendent, the District was beset with racial tension and racial animus from the Board directed toward her and African-American teachers and administrators.
16. Covar requested constant meetings with Plaintiff directing her to carry out unlawful objectives and threatening Plaintiff with termination if she did not comply. Particularly,

Covar asked Plaintiff to terminate a principal based on false allegations of sexual harassment. Plaintiff conducted her own investigation of the allegations and found no fault; therefore, she determined that it would not be in the District's best interest to terminate the principal. Covar also requested that Plaintiff fire the Human Resources Director (African-American Female) or be fired.

17. Covar and the other Caucasian board members were a constant presence in the schools talking negatively about Plaintiff to the faculty and staff. The Caucasian Board members were, in essence, creating discord and disharmony within the District.
18. Covar even went so far as to join up with a hate group against Plaintiff on a website entitled FireDrCrenshaw.com.
19. Although the District made academic improvements under Plaintiff's supervision and Plaintiff met the stated goals set by the Board for the 2010-2011 school year, Covar, James Herrin, Christopher Hoffmann, Bridget Clark, and Carroll Wates (all Caucasian) intentionally disregarded the truthful performance goal attainment and gave Plaintiff an unfavorable evaluation.
20. During the regular board meeting of October 12, 2011, the Board voted in a majority of five to two to terminate Plaintiff "without cause." All five Caucasian Board members voted to terminate Plaintiff.
21. During a meeting in the Plaintiff's office prior to the board meeting of October 12, 2011, Covar stated to Plaintiff, "You no longer have the number. Look at the Board."
22. Plaintiff contends that her termination was racially motivated.

23. In addition, Plaintiff contends that because her termination was on October 12, 2011, clearly after January 15 of the year 2011, she should receive liquidated damages as set forth in the employment contract.

**FOR A FIRST CAUSE OF ACTION**

**(Breach of Contract)**

24. Each and every allegation set forth above is hereby repeated as fully incorporated herein.

25. Plaintiff and the Defendant entered into a binding and valid contract whereby the Defendant offered Plaintiff employment in the position of Superintendant. Plaintiff accepted the offer of employment and agreed to fulfill the duties of that position in exchange for valuable consideration, her salary.

26. The contract included a liquidated damages clause which stated, in relevant part, that if Plaintiff was terminated without cause after January 15 of any year, Defendant would pay Plaintiff the balance of her salary not yet received for two fiscal year plus her same base salary for one additional fiscal school year.

27. Plaintiff was terminated on October 12, 2011. The language of the contract stipulates that Plaintiff should be paid for the remainder of the 2011-2012 school year plus her base salary for an additional fiscal school year. Plaintiff should be paid, at a monthly rate, the amount of her salary stated in her employment contract as One Hundred and Twenty Nine Thousand-Eight Hundred Thirteen Dollars (\$129,813.00) starting July 1, 2012 until the end of the 2012-2013 school year, which is June 30, 2013 plus her base salary for an additional fiscal school year.

28. After Defendant terminated Plaintiff without cause, Defendant refused to honor the terms of the employment contract and informed Plaintiff she would only be paid for the remainder of the 2011-2012 school year.

29. Defendant's conduct, by and through its agents, was done in bad faith and breached the implied covenant of good faith and fair dealings that is implied in the employment contract.
30. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages due to the termination of her employment.
31. Plaintiff is entitled to payment of her base salary for an additional year as set forth in her employment contract and agreed upon by both parties.

**FOR A SECOND CAUSE OF ACTION**

**(Breach of Contract with Fraudulent Intent)**

32. Each and every allegation set forth above is hereby repeated as fully incorporated herein.
33. Defendant, Covar, Herrin, Hoffmann, Clark, and Wates in their official and individual capacities, worked together to terminate Plaintiff because of her race.
34. Defendant terminated Plaintiff after January 15 of the year 2011, but refused to honor the contract as agreed upon between both parties. The named Defendants intentionally plotted and elected to terminate Plaintiff in an attempt to block her employment under the contract.
35. Although Defendant claimed Plaintiff had an unfavorable evaluation for the 2010-2011 school year, it elected to terminate Plaintiff "without cause" to prevent Plaintiff from exercising her right to seek legal remedies for the contract breach. The liquidated damages clause was in place in the contract to offer a remedy for Plaintiff in lieu of "any and all other legal remedies."
36. Defendant knew or should have known from the language of the contract that when it terminated Plaintiff on October 12, 2011 it was after January 15 of that year and that

Plaintiff was entitled to be paid the balance of her salary for the 2011-2012 school year plus her base salary for one additional school year.

37. Defendant's termination of Plaintiff and payment of liquidated damages did not comply with the terms of the employment contract. Defendant sought out and fraudulently breached its own contract to cause the termination of Plaintiff and to dishonor the agreement to pay liquidated damages.

### **FOR A THIRD CAUSE OF ACTION**

#### **(Civil Conspiracy)**

38. Each and every allegation set forth above is hereby repeated as fully incorporated herein.
39. Defendants, specifically Covar, Herrin, Hoffmann, Clark, and Wates, participated in a common design through a concerted action to terminate Plaintiff in breach of the employment contract, by creating a hostile work environment for Plaintiff and misconstruing facts of Plaintiff's performance as a Superintendant to give her an unfavorable evaluation.
40. Covar, Herrin, Hoffmann, Clark, and Wates knowingly and willfully conspired and agreed among themselves to harass Plaintiff and terminate her from her employment.
41. Covar, Herrin, Hoffmann, Clark, and Wates each did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and above-alleged agreement.
42. Covar, Herrin, Hoffmann, Clark, and Wates furthered the conspiracy by cooperation with each other and provided aid and encouragement to each other or ratified and adopted the acts of each other, in that they agreed to harass Plaintiff, create a hostile work environment for Plaintiff, solicit external critics of Plaintiff, and ultimately terminated

Plaintiff, conspiring not to truthfully evaluate Plaintiff according to the terms of Plaintiff's contract.

43. As a proximate result of the wrongful acts of Defendants herein alleged, Plaintiff has suffered damages in the sum of One Hundred Twenty-Nine Thousand Eight Hundred Thirteen Dollars (\$129, 813.00) and a loss of TERRI benefits amounting to approximately one-hundred thirty thousand dollars (\$130,000) or sixty-five thousand dollars (\$65,000) per year for two years.

#### **FOR A FOURTH CAUSE OF ACTION**

**(Race Discrimination under Section 1-13-20, et seq, of the SC Human Affairs Statute of 1976, as amended)**

44. Each and every allegation set forth above is hereby repeated as fully incorporated herein.
45. Plaintiff asserts that the unfavorable performance evaluation and subsequent termination were mere pretexts for the discrimination against Plaintiff based on her race.
46. Defendant was wanton, reckless, and intentional in the discrimination of the Plaintiff in harassing Plaintiff and creating a hostile work environment.
47. In failing to protect Plaintiff from race discrimination and harassment, the Defendant acted with malice or reckless indifference to the protected rights set out under the South Carolina Human Affairs Law, Section 1-13-10, *et seq*, of the South Carolina Code of Laws of 1976, as amended.
48. Defendant violated the South Carolina Human Affairs Law, by allowing race discrimination and harassment to exist in the workplace.
49. The aforesaid conduct of Defendant, its agents, and servants, violates laws against harassment and was, in fact, harassment in nature and in violation of the South Carolina

Human Affairs Law.

50. Plaintiff's race (African-American) was a determining factor for Defendant's treatment of Plaintiff in creating a hostile work environment for Plaintiff and terminating Plaintiff. But for the Plaintiff's race, she would not have been subjected to harassment and subsequently terminated.
51. As a direct and proximate result of Defendant's discrimination on the basis of race, Plaintiff has suffered a loss of wages, benefits, and employment opportunities.
52. Defendant's employment discrimination of Plaintiff has caused, continues to cause, and will cause Plaintiff to suffer substantial damages for pecuniary losses, embarrassment, humiliation, pain and suffering, mental anguish, loss of enjoyment of life, and other non-pecuniary losses.
53. Plaintiff is entitled to injunctive relief and/or civil damages from Defendant as a result of the employment discrimination as alleged above.
54. Due to the acts of Defendant, its agents and employees, Plaintiff is entitled to injunctive relief and/or civil damages, back wages, plus interest, payment for lost benefits, and reinstatement of benefits and front pay.

#### **FOR A FIFTH CAUSE OF ACTION**

##### **(Retaliation)**

55. Each and every allegation set forth above is hereby repeated as fully incorporated herein.
56. Plaintiff's termination arose directly from Plaintiff's refusal to carry out the unlawful and unethical directives of Defendant. Plaintiff properly discharged her duties as Chief Executive of the District.
57. The Plaintiff's termination, in fact, was retaliatory in nature for Plaintiff's forthrightness

in reporting the Defendant's failure to comply with the law, and the unfavorable evaluation was a pretext, all in violation of the above-stated causes of action and the S.C. Code of Law governing the S C Human Affairs Commission.

58. The injuries and damages suffered by Plaintiff, as set forth in greater detail herein, was directly and proximately caused by Defendants' conduct. As a result, Plaintiff is entitled to actual damages from the Defendants to be determined by the trier of fact.

### **FOR A SIXTH CAUSE OF ACTION**

#### **(Racially Hostile Work Environment)**

59. Each and every allegation set forth above is hereby repeated as fully incorporated herein.

60. Plaintiff was subjected to adverse terms and conditions by the Defendant causing a racially hostile work environment.

61. The retaliation, harassment and racially hostile work environment of Defendant constitutes a violation of clear mandate of public policy of the State of South Carolina as articulated in the South Carolina Human Affairs Law.

62. Accordingly, Plaintiff is entitled to compensatory damages in the nature of the value of her lost wages and benefits, front pay, together with interest thereon, as well as liquidated damages and her reasonable attorney's fees for the bringing of this action.

### **JURY TRIAL DEMANDED**

63. Plaintiff requests a jury trial.

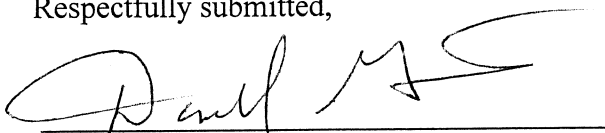
### **PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff prays that this Honorable Court declare that the Defendant's actions complained of herein violated the rights guaranteed to the Plaintiff and issue its judgment:

- (1) Declaring the actions complained of herein illegal;
- (2) In favor of the Plaintiff and against Defendant for the cause of action in an amount which is fair, just and reasonable, based on her damages outlined in paragraph forty four (44) and for compensatory damages;
- (3) Granting an injunction enjoining the Defendant, its agents, employees, successors, attorneys and those acting in concert or participation with the Defendant, and at its direction from engaging in the unlawful practices set forth herein and any other employment practices shown to be in violation of The Human Affairs Law, , Section 1-13-10, et seq, of the South Carolina Code of Laws of 1976, as amended and of the South Carolina Code of Laws, and any other violations.
- (4) Awarding Plaintiff actual compensatory damages for the Cause of Action contained herein, which the jury should find appropriate as a result of the Defendant's unlawful discriminatory actions taken as the result of race and Defendant's breach of contract, breach of contract with fraudulent intent, conspiracy, and retaliation; 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;
- (5) Awarding Plaintiff her costs and expenses in this action, including reasonable attorney fees, and other litigation expenses; and

- (6) 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,



Donald Gist, Esquire

***GIST LAW FIRM, P.A.***

4400 North Main Street (29203)

Post Office Box 30007

Columbia, South Carolina 29230

Tel. (803) 771-8007

Fax (803) 771-0063

Attorney for Plaintiff

