

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Karina Labossiere and Darla Seidel,

Plaintiff(s)

vs.

The Charleston County Airport District,

Defendant(s)

Submitted By: Nancy Bloodgood

Address: 895 Island Park Drive, Suite 202, Charleston, SC 29492

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP-10- 388

2016 JAN 25 PM
FILED
BY
JULIE J. ARMS
CLERK OF COURT

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)

Contracts
 Constructions (100)
 Debt Collection (110)
 Employment (120)
 General (130)
 Breach of Contract (140)
 Other (199)

Torts - Professional Malpractice
 Dental Malpractice (200)
 Legal Malpractice (210)
 Medical Malpractice (220)
Previous Notice of Intent Case # 20 ___-NI-___
 Notice/ File Med Mal (230)
 Other (299)

Torts – Personal Injury
 Assault/Slander/Libel (300)
 Conversion (310)
 Motor Vehicle Accident (320)
 Premises Liability (330)
 Products Liability (340)
 Personal Injury (350)
 Wrongful Death (360)
 X Other (399) SC Code § 8-27-10
 et seq.

Real Property
 Claim & Delivery (400)
 Condemnation (410)
 Foreclosure (420)
 Mechanic's Lien (430)
 Partition (440)
 Possession (450)
 Building Code Violation (460)
 Other (499)

Inmate Petitions
 PCR (500)
 Mandamus (520)
 Habeas Corpus (530)
 Other (599)

Administrative Law/Relief
 Reinstate Drv. License (800)
 Judicial Review (810)
 Relief (820)
 Permanent Injunction (830)
 Forfeiture-Petition (840)
 Forfeiture—Consent Order (850)
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 Transfer of Structured Settlement Payment Rights Application (760)
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Pharmaceuticals (630)
 Unfair Trade Practices (640)
 Out-of State Depositions (650)
 Motion to Quash Subpoena in an Out-of-County Action (660)
 Sexual Predator (510)

Submitting Party Signature:

Nancy Bloodgood

Date: 1-25-16

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.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a “Proof of ADR” form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the “Notice of Intent to File Suit” or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR
COUNTY OF CHARLESTON) THE NINTH JUDICIAL CIRCUIT
Karina Labossiere and Darla Seidel,) Case No.: 2016-CP-10-388
Plaintiffs,)
vs.)
The Charleston County Airport District,)
Defendant.)

SUMMONS

BY
JULIE J. ARMSTRONG
CLERK OF COURT
2016 JAN 25 PM 4:47
FILED

TO THE DEFENDANT ABOVE NAMED:

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 to the subscriber at **Foster Law Firm, LLC 895 Island Park Drive, Suite 202, Charleston, South Carolina, 29492**, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, the Plaintiff will apply to the Court for the relief demanded in the Complaint and a judgment by default will be rendered against you.

FOSTER LAW FIRM, L.L.C.

Nancy Bloodgood

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Attorneys for Plaintiffs

Charleston, South Carolina

Date: 1/25/16

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS FOR
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COUNTY OF CHARLESTON) THE NINTH JUDICIAL CIRCUIT
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Karina Labossiere and Darla Seidel,) Case No.: 2016-CP-10- 388
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Plaintiffs,))
) vs.))
))
The Charleston County Airport District,))
))
Defendant.))
)

**COMPLAINT
(JURY TRIAL REQUESTED)**

2016 JAN 25 PM 4:41
JUL 2016 CLERK OF COURT
ARMSTRONG
FILED

JURISDICTION AND VENUE

1. Plaintiff Labossiere is a citizen and resident of the State of South Carolina, County of Charleston.
2. Plaintiff Seidel is a citizen and resident of the State of South Carolina, County of Charleston.
3. Both Plaintiffs are employees of The Charleston County Airport District ("the Airport.")
4. The Charleston County Airport District is a legislatively created special purpose district and political subdivision of the State of South Carolina which operates in Charleston County pursuant to Act No. 1235, as amended, approved by the General Assembly on May 14, 1970.
5. The corporate powers and duties of the Charleston County Airport District are exercised by an appointed Board called the Charleston County Aviation Authority.
6. All actions pertinent to the allegations in this Complaint took place Charleston County, South Carolina. Jurisdiction and venue are proper in this Court.

FACTS

7. Both Plaintiffs work as the only two Accounting Assistants in the Airport's Finance Department.

8. Plaintiffs report to an Accounting Manager, who reports to the Chief Financial Officer, who in turn reports to the Deputy Executive Director of Airports, Jim Peacher.

9. Plaintiff Labossiere has worked for the Airport for almost three (3) years.

10. Plaintiff Labossiere has received raises and good performance evaluations until recently.

11. Plaintiff Seidel worked one (1) year in the Airport's Maintenance Department and has worked in the Airport's Finance Department for seven (7) years.

12. Plaintiff Seidel's performance until recently been recorded as excellent; her last performance evaluation rating on November 3, 2015 was a 4.3 out of five (5), or "meets all and exceeds several performance expectations."

13. Plaintiffs, as required in their job descriptions, must be aware of and adhere to, the requirements of the Airport's Procurement Manual which Manual has been adopted and approved by CCSD's Board, most recently on September 18, 2014.

14. Both Plaintiffs understand the importance of the Airport's Procurement Manual and have been told the failure to abide by its provisions could jeopardize the Airport's contracts, loans, financial rating, and financial bonds.

15. Prior to Defendant Airport's reclassification of all job grades at the Airport, Plaintiffs' jobs were classified as Grade 9 which was the same pay grade classification as administrative assistants (secretaries.)

16. For several years, Plaintiffs' supervisors had requested Plaintiffs' job position be upgraded as the job responsibilities of accounting assistants were more technical and demanding than those of administrative assistants.

17. After Plaintiffs started complaining about the Airport not following its procurement processes, their jobs were reclassified several grades below administrative assistants, resulting in demotions to Plaintiffs as their salaries as accounting assistants were capped at an amount less than what they could make if they had been merely administrative assistants.

18. After the final grade reclassifications were announced in July 2015, Plaintiffs and their supervisors complained verbally and in writing that the reclassification of their job positions far below the grades of administrative assistants resulted in unfair demotions.

19. However, because during the time the classification study was being performed, and afterwards, in retaliation for Plaintiffs' repeated complaints about serious procurements irregularities at the Airport, Defendant refused to address the demotions.

20. As part of their accounting jobs, Plaintiffs are required to create and maintain accounts payable and accounts receivable files and invoices, process payments for capital projects and equipment, reconcile bank statements, and compile and analyze financial information so they can to prepare entries to general ledger accounts.

21. Plaintiffs are also charged with ensuring the Airport's purchase order process is followed.

22. The purchase order process at the Airport is as follows. First, an electronic purchase requisition form ("EPR") is filled out by an employee and sent to the Finance Department. Then, Finance Department personnel (including the Plaintiffs) code the EPR and

send it to a Department approver. Once the EPR is approved based on certain criteria regarding the type and amount of the purchase, the EPR is sent back to the Finance Department to be recorded in the system. Last, a purchase order signed by the Chief Financial Officer is generated, scanned into the system, and sent back to the employee who originally requested it.

23. Pursuant to the Procurement Manual, the process described above must be completed before any purchase is made.

24. All departments at the Airport followed the Procurement Manual except the Administration Department which consisted of Senator Paul Campbell, Jim Peacher, Tammy Alexander, Lori Bryant Stover, Lois Meier, and HR Manager Julie Free.

25. In May of 2015, Plaintiffs' supervisor had to remind the Administration Department in writing to follow the Procurement Manual.

26. The Airport is a multi-million dollar business and strict compliance with its Procurement Manual is crucial to its mission.

27. The Director of Airports is Senator Paul Campbell who is responsible for the day to day functioning of the Airport.

28. After Senator Paul Campbell was appointed as Airport Director, he was often absent from the Airport fulfilling his legislative duties in Columbia so he relied heavily on his executive administrative assistant, Tammy Alexander.

29. Shortly after Senator Campbell began leaving Tammy Alexander in charge while he was absent, and after Senator Campbell told Airport employees Tammy Alexander was in charge while he was away, Tammy Alexander began targeting the Finance Department, trying to get the employees she did not like in trouble with the then Airport Deputy Director, Al Britnell.

30. Tammy Alexander's action were so disruptive that in July 2014, Plaintiff Seidel complained about Tammy Alexander to the Chief Financial Officer and considered making a complaint to HR about Alexander's harassing behavior. However, she knew that the HR Director at the time would not be able to help her as the HR Director was not a favorite of the Administration Department and Plaintiff Seidel knew she would not be able to help.

31. Another Airport administrative assistant who reports to Tammy Alexander is named Lori Bryant Stover.

32. As of July 2015, under the Airport's new classification plan, Lori Bryant Stover's job is three (3) pay grades above the Plaintiffs' pay grade whereas, Stover's pay grade used to be lower than Plaintiffs'. Stover's salary almost doubled as a result of the classification study.

33. Lori Bryant Stover's husband testified under oath in a separate case that Tammy Alexander talked often in his presence about a plan to fund bonuses for Tammy Alexander and Lori Bryant Stover with money from a former employee's salary (Becky Beaman) once Ms. Beaman was fired.

34. Tammy Alexander and her staff started opening all employees' mail, regardless of to whom it was addressed. They took invoices with past due notices to the then Deputy Director Al Britnell instead of to the Finance Department for payment. Usually, the invoices had crossed paths with the mailed checks and were not actually late, but this was an obvious attempt by Tammy Alexander and Al Britnell to disparage employees in the Finance Department.

35. Tammy Alexander also started making copies of every invoice for every department, a responsibility that was not part of her job duties.

36. The Finance Department eventually requested its own PO Box to avoid Tammy Alexander meddling in its work.

37. The Finance Department's request for a separate PO Box was denied.

38. Plaintiff Seidel became so worried about the purchases being made by the Administration Department without purchase orders that she made a chart of the purchases to protect her in case she was questioned later.

39. The purchases made without purchase orders by the Airport's Administration Department included, among others, partial reimbursement of Lori Bryant Stover's personal attorney fees, tens of thousands of dollars of payments to Jacobsen Betts & Company (a company hired to perform the classification study), a check payable to Lori Bryant Stover for \$4,500 of gift cards, and multiple checks to a catering vendor who was not in the system. These purchases may have been approved, but they were all made without purchase orders in violation of the Procurement Manual.

40. Upon information and belief, the amount of money paid to Jacobsen Betts & Company in fiscal year 2015 exceeded the amount the Director was authorized to spend without prior Board approval.

41. For months, Plaintiff Seidel complained that Tammy Alexander and Lori Bryant Stover were holding up invoices for no apparent reason and that EPR's were not being timely completed.

42. Plaintiffs and their supervisors repeatedly tried to explain to the Administration Department personnel that there is no use asking to purchase an item that has already been purchased, so the request to purchase had to precede the purchase.

43. Plaintiff Seidel sent an email explaining the purchasing process to the HR Manager and Lori Bryant Stover in August of 2015 stating, "There seems to be a lot of confusion

about the purchasing process lately.” Plaintiff Seidel then explained the procurement process in detail in the same email - to no avail.

44. During this same time, Plaintiffs and their supervisors continued to object to the reduced pay grades for Accounting Assistants and asked that the grades be revisited. It was not until November of 2015 that the Airport rejected their requests for reconsideration of the grade changes.

45. Part of Plaintiff Labossiere’s job is to pay the Visa statements for all departments.

46. According to the Airport’s Procurement Manual, all charges made by Visa must be submitted with a requisition form.

47. The Administration Department routinely refused, and still refuses, to submit requisition forms. Instead, they sign the receipts after the fact and sometimes, but not always, state the purpose of the purchase on the receipt.

48. The Airport’s Chief Financial Officer, who was aware of the Administration Department’s repeated violations of the Airport’s Procurement Policy, asked for a meeting with Jim Peacher and Tammy Alexander to address this issue in August of 2015.

49. In the August meeting, the purchase order process was explained again in detail and a handout was distributed to Jim Peacher and Tammy Alexander in order to explain the Airport’s Procurement process yet again and request they comply as all of the other departments already were.

50. One week later, Plaintiff Labossiere again received the Visa statements from the Administration Department without the necessary requisition forms. When Plaintiff Labossiere called the Administration Department to ask for the requisition forms, she was told Tammy Alexander had instructed her staff not to prepare any requisition forms for credit card purchases.

51. Plaintiff Labossiere brought this problem to her supervisor's attention on August 18, 2015. Her supervisor told her that she had been informed that Jim Peacher and Senator Campbell had approved NOT using requisitions for VISA purchases for their department.

52. Concerned this new rule was a violation of the Procurement Manual, Plaintiff's supervisor contacted a CPA who worked with the Airport's auditor, sent the CPA a copy of the Airport's Procurement Manual, and asked for the CPA's opinion as to whether a purchase made on a credit card needed to follow the same rules as a "regular" purchase in the Procurement Manual.

53. The CPA responded on August 24, 2015 that a credit card purchase would follow the procurement process as outlined in the Procurement Manual unless a separate Manual had been established to address credit card purchases.

54. The Airport's Procurement Manual has still not been amended to allow an exception for credit cards and Plaintiff Labossiere still never receives requisition forms for Visa purchases from the Administration Department.

55. In June 2015, when Plaintiff Labossiere received the May 2015 Visa statements, she noticed that Senator Paul Campbell's statement was over his credit limit of \$10,000. The total statement was \$10,345.61. When she looked further, she saw that Senator Campbell, or someone using his Visa card, had booked three (3) airline tickets to Hawaii (\$1,017.00 each) and three (3) conference attendance tickets (at a cost of \$1,795.00 each) to an "Administrative Professional Conference." The tickets were in the name of Tammy Alexander, Lori Bryant (Stover), and Debbie Loveday.

56. The Conference did not begin until December 1, 2015 but the airplane tickets were dated to leave Charleston on November 27, 2015.

57. Plaintiff Labossiere knew that when an employee travels, they are required to submit a Travel Request form as part of their back up documentation; there were no Travel Request forms attached to Senator Campbell's Visa statements.

58. Plaintiff Labossiere necessarily brought this issue to the attention of her supervisors.

59. On June 23, 2015, one of Plaintiff Labossiere's supervisors emailed the three (3) attendees to this Hawaii Conference (Tammy Alexander, Lori Bryant Stover, and Debbie Loveday) to request they provide the Travel Request forms.

60. Tammy Alexander sent the requested forms to the Finance Department indicating she had filled them out and they had been approved by Senator Campbell in May 2015.

61. Subsequently, Jim Peacher denied any knowledge of this trip to Hawaii when asked, however, Senator Campbell's Visa statement has Jim Peacher's signature next to the charges for Hawaii.

62. When the Airport's Board found out about the trip to Hawaii for the three (3) administrative assistants in November 2015, the trip was abruptly cancelled.

63. Between June 2015 when Plaintiff Labossiere first reported the Hawaii trip accounting problems to her supervisor and November 2015 when the trip was cancelled by the Board, no disciplinary action was taken against either Plaintiff.

64. On July 22, 2015, Plaintiff Labossiere expressed concerned about Visa purchases made on Senator Paul Campbell's and Tammy Alexander's cards for Tupperware purchases of \$568.76, \$144.94 and \$573.06, as the amounts on the handwritten receipts (there were no purchase orders) did not match the amounts on Senator Campbell's Visa statement.

65. Plaintiff Labossiere reported this problem to her supervisor.

66. Plaintiff Labossiere requested additional information from Tammy Alexander and then Tammy Alexander provided a completely different receipt to Plaintiff Labossiere with all items written in different handwriting.

67. The new handwritten receipt indicated there had been a Tupperware party hosted by Lori Bryant Stover. The purpose stated for the Tupperware purchase was "Authority Kitchen" but no new Tupperware items have ever appeared in the Authority Kitchen.

68. On December 14, 2015, Jim Peacher and Senator Campbell called an irregular and special Airport staff meeting and scolded twenty or so employees for talking about other employees. Plaintiffs knew they were referring to Tammy Alexander and Lori Bryant Stover.

69. Jim Peacher complained that he had just learned about a deposition in another case, which deposition addressing previous actions of Tammy Alexander and Lori Bryant Stover and had been on a public website for some time.

70. Jim Peacher called the deposition inflammatory and told the employees "to get on the train." He stated, "We're not going to tolerate people talking about other people."

71. After the Board cancelled the Hawaii trip, on January 6, 2016, Plaintiff Labossiere received her first written warning ever for two (2) stated reasons: 1) accessing public information on her work computer, which action the Airport evidently did not consider to be for "legitimate business purposes" even though the information she accessed involved a lawsuit against her employer, the Airport; and 2) monitoring/tracking other employees' training, travel and/or work practices, which was her job.

72. As to the first allegation of misconduct, Plaintiff Labossiere had gone to the Charleston County Clerk of Court's public website to read documents associated with a case filed against the Airport.

73. Upon information and belief, a forensic examination of the Airport's computer system will indicate that other employees who have accessed a public website while at work have not been written up for doing so.

74. The second alleged reason for the discipline is really what infuriated Airport Management - the fact that Plaintiff Labossiere had monitored/tracked other employees' training, travel and/or work practices.

75. It was, of course, part of Plaintiff Labossiere's job to review all employee travel requests and travel costs and to ensure the appropriate purchase orders and authorizations were in place.

76. Plaintiff Labossiere correctly questioned spending thousands of public dollars to send three (3) administrative assistants (Tammy Alexander, Lori Bryant Stover and Debbie Loveday) to Hawaii for an administrative assistant conference.

77. Plaintiff Labossiere strenuously objected to her write up and indicated that any actions she had taken regarding questioning the trip to Hawaii were taken solely as part of her job.

78. The justification Plaintiff Labossiere received for her discipline from the HR Manager was that the Hawaii trip was training related and, therefore, Plaintiff Labossiere should not have mentioned it in a Finance Department meeting.

79. Plaintiff Labossiere objected in writing to her written reprimand, stating in part, "When should I and should I not ask about questionable spending? It is my job, as well as everyone in accounting, to monitor spending. We are a government agency. Part of any accounting professional's job is internal control, and an internal control system must be

monitored for adequacy. Significant deficiencies need to be reported to top management. These are basic accounting principles that can be found in any textbook."

80. Plaintiff was then told emailing a public court document to a co-worker constituted a severe infraction so her behavior had warranted a written warning rather than merely a verbal warning.

81. Plaintiff Labossiere was then scolded by her supervisor for discussing the Hawaii trip and told she was being disciplined because the Hawaii trip "had the approval of our director and should not have been questioned."

82. Plaintiff Labossiere was issued an additional warning, "Be prepared to answer 'hard' questions if you are still not satisfied with [the HR Manager's] responses concerning this issue."

83. Upon further questioning by Plaintiff Labossiere about her discipline she was told by the HR Manager that she had disciplined because the Hawaii trip was discussed outside the Finance Department meeting, which contradicted the HR Manager's earlier statement to Plaintiff Labossiere.

84. As part of Plaintiff Labossiere's job was to monitor the documents she receives for accuracy, it was clear she was not being disciplined for doing her job but, rather, because her actions resulted in the cancellation of the Hawaii trip.

85. Plaintiff Seidel was also written up on January 6, 2016 for monitoring /tracking other employees' training, travel and/or work practices and also for "unprofessional behavior."

86. The supervisor who was told to issue Plaintiff Seidel a written reprimand apologized to Plaintiff Seidel for having to do so.

87. Unbelievably, Plaintiff Seidel was required by the Airport to attend the Airport's Employee Assistance Program (EAP) to improve her professional behavior because she was allegedly "sighing loudly, rolling your eyes, and scowling" at a meeting, "looking up and down and then staring down a co-worker in a common area of the workplace," and "actively ignoring co-workers."

88. Plaintiff Seidel was told one of the co-workers she had offended was Lori Bryant Stover.

89. Plaintiff Seidel's written reprimand also states she was being disciplined because two (2) formal grievances had been filed against her.

90. One of these grievances was likely filed by the Manager of the Procurement Department who had steadfastly refused, despite receiving four (4) emails from Plaintiff Seidel, to submit to Plaintiff Seidel an EPR and signed Affidavit to support a purchase.

91. Plaintiff Seidel did not think she needed to explain to the Manager of the Procurement Department why the procurement process had to be followed. After getting no cooperation the fifth time she tried to resolve this issue, Plaintiff Seidel was frustrated and hung up the phone. Plaintiff Seidel was ordered to apologize by the HR Manager and she refused to apologize for trying to make employees follow the procurement policies. Plaintiff Seidel was told that if she refused to apologize the Procurement Manager would go to HR.

92. The Manager of HR refused to tell Plaintiff Seidel the substance of the alleged grievances or who filed them.

93. Plaintiff Seidel has been attending "counselling" as ordered for the rolling of her eyes.

94. Both Plaintiffs fear additional retaliation, including termination, by the Airport once this Whistleblower Complaint is filed.

FOR A FIRST CAUSE OF ACTION
VIOLATION OF THE WHISTLEBLOWER STATUTE
S.C. CODE § 8-27-10 *et seq.*

95. Plaintiffs hereby repeat and reallege each and every allegation contained in the Paragraphs above as fully as if set forth verbatim.

96. Defendant Airport is a public body as that term is defined in S.C. Code § 8-27-10.

97. Defendant Airport is required pursuant to S.C. Code § 27-60 to explain the process required to for public employees to report wrongdoing on its internet website, which it has failed to do.

98. As described above, Plaintiffs made verbal and written reports about wrongdoing at Defendant Airport regarding its procurement practices.

99. Plaintiffs brought the procurement irregularities to the attention of their supervisors who either were not permitted to, or refused, to address the procurement problems.

100. After both Plaintiffs made efforts to stop the procurement violations at the Airport, their job performance was questioned, they were accused them of having behavioral problems and bad attitudes, their job grades were purposely lowered in a classification study, and requests to address the retaliatory lowering of their pay grades were ignored.

101. Plaintiffs' job performance never came into question until they made efforts to stop Defendant Airport's violations of it Procurement Manual.

102. Despite both Plaintiffs' efforts to alert Defendant Airport of the serious and repeated procurement violations and their personal attempts to stop these violations, Defendant has made no effort to date to stop the procurement violations and instead, has disciplined

Plaintiffs in retaliation for their protected activities by reducing their pay grades.

103. Plaintiffs' reports were specific regarding the wrongdoing and included dates, names, and the nature of the wrongdoing.

104. Plaintiffs reported substantial misuse of public funds to their supervisors.

105. Plaintiffs acted in good faith.

106. Defendant Airport has demoted Plaintiffs by changing their job grades so that now their job grades were below that of administrative assistants and their salaries are capped at levels far below that of the job of an administrative assistant, which had previously been at the same grade level as accounting assistants although Plaintiffs' jobs require advanced accounting skills.

107. Defendant Airport has demoted Plaintiffs by wrongfully lowering their job grades to ensure they receive a permanently reduced salary and employee status.

108. Plaintiffs' pay grades would not have been lowered, resulting in their demotion, but for their continued complaints regarding the Administration Department's failure to comply with the Procurement Manual.

109. As a job reclassification is not related to any single employee's personal job performance, Plaintiffs had no grievance process available to them regarding the change in their paygrades.

110. Plaintiffs also had no opportunity to grieve the written reprimands they received as they were warned by their supervisors that if they continued to question or dispute the written reprimands, their actions would be considered as too much questioning and disputing, the inference being their jobs would be jeopardized. Plaintiffs understood they absolutely should not attempt to file a grievance if they wanted to keep their jobs.

111. Plaintiffs have, thus, exhausted any grievances that were technically available to them.

112. As a direct result of Defendant's unlawful acts, Plaintiffs have suffered and will continue to suffer loss of retaliation, loss of job status and earnings potential, and are entitled to liquidated damages and reasonable attorney's fees under the statute, and costs of this action.

Wherefore, having fully stated their Complaint against Defendant, Plaintiffs pray for such actual and compensatory damages as allowed by law, equitable relief in the form of reinstatement if they are terminated for whistleblowing, attorney fees, costs, and such other equitable or legal relief as this Court deems appropriate.

FOSTER LAW FIRM, L.L.C.



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Attorneys for Plaintiffs

Charleston, South Carolina

Date: 1/25/16