

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
BEAUFORT DIVISION

LISA LYNCH,)	CIVIL ACTION NO. ____
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	(Jury Trial Demanded)
BEAUFORT COUNTY GOVERNMENT,)	
)	
Defendant.)	
_____)	

INTRODUCTION

1. Plaintiff brings this action under Title VII of the Civil Rights Act of 1964, 42 U.S.C., §§ 2000e – 16(c) (hereinafter “Title VII”).

PARTIES

2. Plaintiff Lisa Lynch is a citizen and resident of Beaufort County, South Carolina, who was employed by the Defendant in Beaufort County, South Carolina.

3. Defendant, Beaufort County Government (hereinafter “BC” or “Defendant”), is properly sued under 42 U.S.C., §§ 2000e – 16(c). Defendant is an “employer” engaged in an industry affecting commerce within the meaning of 42 U.S.C. §2000e, and does now employ, and at all times relevant did employ, more than 300 employees.

JURISDICTION AND TRIAL BY JURY

4. Plaintiff has exhausted her administrative remedies. This suit is timely filed within 90 days of the receipt of the Notice of Right to Sue final decision. The Right to Sue letter was issued on March 15, 2023. That letter is attached hereto as Exhibit 1. This complaint is filed within

90 days of the date of the decision.

5. This Court's jurisdiction arises under 42 U.S.C. §2000e-2 and under 28 U.S.C. §1331 and §1332. Plaintiff requests a trial by jury of all matters which may be submitted to a jury.

STATEMENT OF FACTS

6. Plaintiff properly exhausted her administrative remedies and has commenced this action within ninety (90) days of receipt of the Right to Sue letter. Plaintiff incorporates by reference the facts relayed in the charges of discrimination made by Plaintiff. The charge is attached hereto as Exhibit 2. Plaintiff incorporates by reference into this Complaint, as if repeated here verbatim, the document and the allegations therein. At all times during the course of her employment with Defendant, Plaintiff reported to the proper agents of Defendant the unlawful activities of which she complains herein. Defendant did not take any meaningful actions to assist Plaintiff by remedying the complaints. Rather the defendant — through its management and human resource personnel — engaged in activities designed to create pretexts for the unlawful activities of which Plaintiff complained, created a hostile working environment, and subsequently terminated her in retaliation for her complaints. Defendant and its agents participated in other unlawful activities, in violation of the laws of the State of South Carolina as well.

7. Plaintiff is an educated and experienced nurse, who has been involved with running and managing health care providers for private and public employers, as well as working for businesses that she fully or partially owned.

8. Sometime in the late summer or early fall of 2022, Plaintiff met Eric Greenway ("Greenway" hereinafter) through a group of local friends with whom she frequently socialized.

9. At that time, Greenway was the County Administrator for Beaufort County.

10. At the time she met Greenway, Plaintiff was disabled due to a combination of medical conditions. While she did not work at the time, she was, from time to time, involved in a consultancy role with individuals or entities needing her services.

11. Plaintiff found Greenway to be an affable individual, and they developed a friendship. Soon, Greenway attempted to begin a romantic relationship with Plaintiff. Plaintiff agreed to attend two or three dates with Greenway, but the attraction was not reciprocated by Plaintiff, and she made that fact clear to Greenway. He accepted and agreed to continue being friends.

12. In late 2022, Plaintiff's sister-in-law, Angela Hassinger ("Hassinger" hereinafter), began taking steps to form a business that would provide health care consulting to businesses and governments. She asked Plaintiff to join her in the venture. While Plaintiff was skeptical at first that she could maintain a steady employment due to her medical conditions, she agreed to help.

13. Hassinger and Plaintiff entered into discussions with Greenway about the company, Elementzal, LLC, helping Beaufort County with health care issues, especially those related to the opioid pandemic and general drug and addiction treatment. Greenway agreed that the services of Elementzal would be beneficial to Beaufort County. He agreed to contract with the company as the highest ranking agent of the County.

14. Plaintiff worked on a part time basis assisting Hassinger with the Beaufort County contract in early 2023. Greenway oversaw the work, structured the contractual documents, and authorized the payments to Elementzal. Greenway was aware of the work that Plaintiff was performing. Neither Plaintiff nor Hassinger was aware at the time, nor could they have been aware, that Greenway had end run the lawful procurement requirements to engage the business.

15. Greenway then began to court Plaintiff to join the Beaufort County government as a full-time employee. Greenway told Plaintiff on multiple occasions that there was a need for someone with her qualifications at the County. He made promises about her work environment, including that she could work remotely on a full-time basis as an accommodation for her medical conditions. He told her he would meet her salary requirements. Greenway promised she would be given autonomy to complete the tasks required of the position. He promised to hire a specific individual to be her assistant. Despite all of this, Plaintiff refused. Greenway then sweetened the offer. Plaintiff again refused. Finally, Greenway increased the offered salary and agreed to directly supervise her position and effectively begged for her to take the job. Plaintiff relented and told Greenway she would *apply* for a position like the one he described, but that she wanted to be hired on her own merit. All of the promises about the conditions of her employment were made by Greenway as Beaufort County Administrator – a role with the power to bind Defendant in contract.

16. Shortly after Plaintiff's yielding to Greenway's recruitment, the job of Wellness Director at Beaufort County was advertised with the specifics that Greenway explicitly promised. As she agreed, Plaintiff applied for the position. She then went through a few rounds of interviews, and she was selected for the job. One of the individuals who interviewed Plaintiff was Deputy Administrator, Whitney Richland (hereinafter "Richland"). Plaintiff was hired in April of 2023 and began the process of onboarding as a County employee. She received an offer letter that was signed by Greenway. The offer letter made contractual promises and did not contain a statutory or other disclaimer stating her employment was at-will. Her first day of work was set for April 24, 2023.

17. Plaintiff was excited for the opportunity and was confident that the employees and

citizens of Beaufort County would benefit greatly from her knowledge and experience. She was also happy to be back to work after being unable to do so for an extended period of time.

18. Plaintiff had been working with Elementzal in a key role and planned to continue in a limited role with that company going forward. This plan was endorsed and ratified by Greenway as Beaufort County Administrator. She was owed money from her work with Elementzal when she began her position as Wellness Director with Beaufort County.

19. Through Elementzal, Plaintiff was in discussions with a company to create a phone application that could be used by Beaufort County citizens to access opioid help resources. That app, SafeTalk, was to be administered by Plaintiff for a significant monthly fee. Greenway made it clear to Plaintiff that she could continue to be the administrator of SafeTalk in concert with her Beaufort County position. She was also in talks with Evoke MicroMass Media, through Amber Eaton, to assist with the opioid program for Beaufort County wellness.

20. Just two weeks into her employment, Plaintiff experienced the beginning of the harassment and retaliation that would dominate her life in the coming months.

21. On May 6, 2023, Plaintiff's group of friends had a party planned. Greenway was invited to the party. Plaintiff planned to bring her boyfriend to the gathering. Greenway was made aware of this and communicated with Plaintiff via phone call and text message prior to the party. Greenway relayed that he was not happy, but that he understood. Plaintiff's communications included an hour-long call prior to the party wherein Greenway expressed that he was disappointed that Plaintiff would "disrespect" him by bringing her boyfriend after "all that he had done for her" and that he was going to "marry her" one day. Plaintiff, again, made it clear that there was no possibility of a romantic relationship between them.

22. At the party, Greenway acted oddly. He was distant and noticeably irritated. He kept to himself instead of socializing and was pacing back and forth. Greenway left the party early without explanation.

23. Shortly after Greenway left the gathering, he began sending text messages and emails that were designed to harass and harm Plaintiff. Greenway was acting as the Beaufort County Administrator when he delivered the messages. Each communication referenced his position or took actions that were directly related to his job duties.

24. The first of the messages was a text to Plaintiff:



25. The text is targeted by her supervisor at Plaintiff, not just personally, but as an “employee of Beaufort County” as he plainly states in the language. Greenway makes threats about

what Plaintiff's actions will "cost her" and others close to her. Greenway attempts to use his position and the newly attained control over Plaintiff to secure the romantic relationship that had been rebuffed. The message names "himanschu" – this is a reference to Himanchu Verma, the Chief Technology Officer for Y-Point Technologies, LLC, and a friend of Plaintiff's. Y-Point was the company that Greenway was engaging to create the SafeTalk app. "Angie" is Hassinger, Plaintiff's sister-in-law and owner of Elementzal. Her company had a contract with Beaufort County that was administered by Greenway.

26. Greenway then sent several emails canceling work that was put into place by Plaintiff, including close business associates of Plaintiff. These emails were sent by Greenway as the Beaufort County Administrator, despite the fact that he composed and relayed them around 10:45 pm on a Saturday night. The emails below, relayed about two minutes apart, were sent to harm Plaintiff both in her position as Wellness Director and personally and are acts that confirm Greenway's threats were not idle:

From: Greenway, Eric <egreenway@bcgov.net>
 To: "Amber Eaton" <amber.eaton@evokegroup.com>, "Angie Hassinger" <angie@elementzal.com>, "lisa" <lisa@elementzal.com>
 Date: Sat, 06 May 2023 22:44:52 -0400
 Subject: Re: Amber Eaton Teams Meeting
 ===== Forwarded message =====

Amber,

I am writing to inform you that Beaufort County has elected not to proceed with the issuance of an RFP for the development of an opioid public education and behavioral campaign. As County Administrator, I have decided it is not in the best interest of the citizens of Beaufort County to pursue this work.

I appreciate the diligence you all put into this initiative and regret that circumstances necessitate that I not pursue this any longer.

Eric Greenway, AICP
 Beaufort County Administrator

From: Greenway, Eric
Sent: Saturday, May 6, 2023 10:46 PM
To: Himanshu Verma
Cc: Lynch, Lisa; hverma@ypoint.net; gverma@ypoint.net
Subject: Re: Statement of Work: Y-Point - Beaufort County SafeTalk

Himanshu,

I regret to inform you that I will not be proceeding with the development of the app for the opioid work here at Beaufort County. I'm sorry you have invested so much time into this but I've recently been made aware of some concerns and I do not feel comfortable proceeding.

Greenway's statement to Amber Eaton that it is not "in the best interests of the citizens of Beaufort County" and the "concerns" relayed to Himanshu Verma are falsehoods – rather, Greenway acted out of anger and romantic rejection because Plaintiff refused to return his affections. Nonetheless, he clearly represented his professional position with Beaufort County in sending both messages.

Greenway unequivocally states as much. Greenway then sent another email over an hour later:

From: Greenway, Eric <egreenway@bcgov.net>
To: "Angie Hassinger" <angie@elementzal.com>, "lisa" <lisa@elementzal.com>
Date: Sun, 07 May 2023 00:00:37 -0400
Subject: Opioid Work
===== Forwarded message =====

Angie,

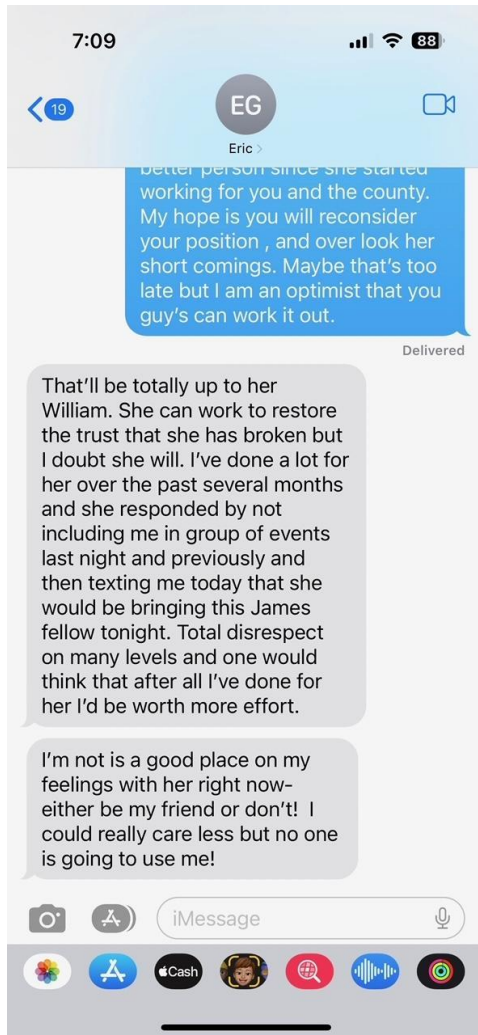
In accordance with the terms of our contract I am providing this written notice that Beaufort County will no longer need your firm's services beyond June 30, 2023. I have decided that the county should go in a different direction regarding the opioid work. You should begin preparing a written plan that will describe where your firm is on this work and submit that to me before June 30, 2023.

Eric Greenway, AICP
County Administrator

This email, written after midnight in the early hours of Sunday, May 7, was the first step in ending the Elementzal contract – just as Greenway threatened. Greenway again confirms in writing that

he is not only the County Administrator, but that he is the County in taking these actions. He uses the term “our contract” and says “I have decided that the county should go in a different direction.”

27. That night, Greenway expressed to a friend that because he had “done a lot for her” that he believed Plaintiff should return his affections. The text below is irrefutable evidence of Greenway’s intent. Greenway was seeking a romantic relationship with Plaintiff by “giving her” a job, among other things. He, thereby, admittedly was undertaking acts as Beaufort County Administrator to gain Plaintiff’s affection. *Quid pro quo* sexual harassment is one of the two forms of workplace sexual harassment recognized under Title VII. *Hartsell v. Duplex Prods. Inc.*, 123 F.3d 766 (4th Cir. 1997). In *quid pro quo* sexual harassment, “an employer conditions, explicitly or implicitly, the receipt of a job benefit or a tangible job detriment on the employee’s acceptance or rejection of sexual advancements.” *Meritor Sav. Bank, FSB v. Vinson*, 477 U.S. 57, 91 L. Ed. 2d 49, 106 S. Ct. 2399 (1986).



28. Monday, May 8, 2023 was Plaintiff's first day back in the office. She was scared for her safety because of Greenway's threats and relayed that to human resources and Beaufort County's legal staff. Greenway was her direct supervisor. Plaintiff believed he would carry out his threats to harm her as her supervisor, so she requested a change to Richland, the Deputy County Administrator. The Beaufort County legal team, recognizing the patent Title VII violations, facilitated this change.

29. At the time Plaintiff requested this change, she was not aware of the hold that

Greenway had over Richland, nor could she have been aware. Plaintiff believed Richland would act independently and in the best interests of Beaufort County citizens. Plaintiff believed Richland would treat her fairly without influence from Greenway. It was later revealed that Greenway had misappropriated County money to benefit Richland directly by purchasing more than \$36,000 dollars' worth of weighted blankets from Richland's husband. Greenway had asked Plaintiff, while she was working with Elementzal, to make the purchase, but she refused, citing the frivolousness of the blankets for County wellness. Upon information and belief, at the time of the filing of this complaint, a criminal investigation against both Greenway and Richland involving this transaction is ongoing.

30. The next week of work at the County was extremely difficult for Plaintiff. She worked on the projects assigned to her as Director of Wellness but received no support or feedback on her work. Plaintiff believed that her reputation and professional status were at risk because of Greenway's acts. She made the Sheriff's office aware of the threats and the fear she had for her safety.

31. Both Plaintiff and her counsel attempted to negotiate terms with the County that would provide security and alleviate the concerns that Plaintiff faced because of Greenway's threats about her job. The parties could not reach an agreement. Plaintiff then filed an internal complaint with the County HR on May 16, 2023. That complaint is attached hereto as Exhibit 3 and is incorporated herein by reference.

32. The complaint began an investigation that was led by outside counsel. Plaintiff was interviewed and provided a statement regarding the matter. The investigation found that the County had not violated any laws, ignoring the facts regarding Greenway's threatening messages

directly related to his position as Beaufort County Administrator. After the findings of the investigation, Plaintiff filed a charge with the EEOC.

33. After she filed her charge, her new supervisor, Richland – who has an inexorable and, perhaps, criminal link with Greenway – did everything in her power to force Plaintiff to resign. The work environment was beyond hostile. Richland executed almost daily personal attacks on Plaintiff, including requiring her to perform tasks that were nowhere near her job duties, removing the accommodation contractually provided by Beaufort County upon hiring, and demanding that a request for flexible working hours be submitted – even though that was a condition of her acceptance of the position. Richland forced Plaintiff to provide twice-weekly reports that were onerous and were not required of any similarly situated County employees. Richland required weekly meetings to review the outrageous workload and berated Plaintiff during those meetings. Upon information and belief, no other employees supervised by Richland were required to meet weekly, nor did they face the same ire. One incident involved Richland forcing Plaintiff to work on a weekend where she had another obligation and making sure that Plaintiff was alone with Greenway at that event. Plaintiff sought help internally and externally through her counsel to alleviate the hostility and retaliation, but no actions were taken by Beaufort County to pacify the aggression. Ultimately, Plaintiff requested that she be moved to another supervisor.

34. County management did allow a transfer to Katherine Mead (“Mead” hereinafter), head of HR, in an effort to provide relief from the retaliation and hostility under Richland. Unfortunately, the retaliation continued even then. Mead picked up the mantle from Richland and continued to demand the impossible from Plaintiff. Further, Greenway made good on his promised threat and ended the contract with Elementzal. This did not directly affect Plaintiff, but it was

designed to harm her sister-in-law, thereby indirectly hurting Plaintiff.

35. In June, 2023, Plaintiff was approached by law enforcement (SLED) to be a witness in the criminal matter against Greenway. She was reluctant to do so because of the hostility and retaliation she was already facing; however, Plaintiff relented and promised to tell the truth even though she would be targeted because of her veracity.

36. Through all this, Plaintiff continued to work as hard as possible to meet the demands of her supervisors, including putting in 70-hour weeks during June and July of 2023. Then, on July 24, 2023, Plaintiff was excited to learn that Greenway was put on administrative leave pending his termination. She believed that with her aggressor gone, she would be free to work in her position without fear of continued retaliation and without a hostile working environment. This joyful state was, however, very short lived.

37. On July 25, 2023, Plaintiff was terminated from her position by Mead and Richland, as the highest ranking County Administrator at the time. The timing – less than 24 hours after Greenway’s exodus – confirmed what Plaintiff believed all along. Beaufort County – either by or through Eric Greenway – was going to make sure Plaintiff paid dearly for not returning the affections of her supervisor and for complaining of the treatment she received based on her gender. Terminating her while Greenway still controlled the County government would not look good, so the County – and Greenway’s minion, Richland – waited until he was unavailable to act to end her employment.

38. By this time, the matters discussed in this complaint had become fodder for local news outlets, and Greenway’s suspension kicked up another rash of media attention. A day after she was terminated, Plaintiff released a statement to press outlets. That statement is attached hereto

as Exhibit 4.

39. Unfortunately, Beaufort County was not done retaliating against Plaintiff. Lies about Plaintiff were spread internally, to members of the press, and at public meetings by agents of Beaufort County, including Richland and several County Council members, both inside and outside of official meeting settings. Some of these statements were unprivileged and have caused Plaintiff significant damage that still harms her reputation today. Within the past few months, Plaintiff has been approached by individuals claiming to have knowledge of her work with Defendant including a chance meeting with a Beaufort County employee at a grocery store recently. The employee, whose name is unknown to Plaintiff and whose wife was also a County employee in HR, discussed Plaintiff's termination and the names she was called by HR staff and management and told Plaintiff that there were often jokes about her circulating the office.

40. Despite an exhaustive search, Plaintiff is still unemployed today. She believes the damage to her reputation continues to hinder her efforts to find a job. Plaintiff has determined that returning to school to seek a higher degree in her field is the only way to retrack her career.

41. The misconduct of Greenway, Richland, and other agents of the County constitutes the misconduct of the Defendant, was ratified by the Defendant, and was encouraged and protected by the Defendant's management and human resources employees. As the County Administrator, Greenway is the highest representative of the County, and he announced the same in the communications that threatened and then destroyed Plaintiff's livelihood. By Greenway's own admissions, it is impossible to separate his acts from the acts of the Defendant itself. An unlawful hostile environment was created and maintained which caused severe emotional distress and humiliation to Plaintiff. Plaintiff was retaliated against for the several protected activities in which

she engaged. That retaliation and emotional distress continued after Plaintiff's employment ended.

**FOR A FIRST CAUSE OF ACTION
(Quid Pro Quo/Hostile Work Environment in Violation of Title VII)**

42. Plaintiff repeats all foregoing paragraphs as if set forth fully herein.

43. Greenway, acting as County Administrator, undertook to employ Plaintiff with the intent of exploiting his "generosity" for sexual favors. Defendant discriminatorily failed to protect Plaintiff from the wrongful acts of Greenway and Richland and others in violation of 42 U.S.C. §§ 2000e-3.

44. Defendant discriminatorily failed to provide Plaintiff with a safe and harassment free workplace in violation of 42 U.S.C. §§ 2000e-3, instead allowing harassers to consistently harm Plaintiff.

45. By acts and practices alleged above, and by other and related acts and practices, Defendant has willfully deprived Plaintiff of equal employment opportunities guaranteed by law by unlawfully discriminating against Plaintiff on account of her gender, with respect to the terms, conditions and privileges of her employment, including depriving her of employment opportunities and a safe and harassment free working environment; all in violation of Title VII of the Civil Rights Act of 1964.

46. The actions and omissions of the Defendant were malicious and in bad faith and proximately caused actual and punitive damages to the Plaintiff in an amount to be determined at trial.

**FOR A SECOND CAUSE OF ACTION
(Retaliation in Violation of Title VII)**

47. Plaintiff repeats all paragraphs as if set forth fully herein.

48. By acts and practices alleged above, and by other and related acts and practices, Defendant has willfully retaliated against Plaintiff by taking adverse and harmful actions against Plaintiff for her lawful and protected reports of harassment and discrimination, as well as for her participation in investigations into the complaints against Greenway; all in violation of Title VII of the Civil Rights Act of 1964.

49. The actions and omissions of the Defendant were malicious and in bad faith and proximately caused actual and punitive damages to the Plaintiff in an amount to be determined at trial.

**FOR A THIRD CAUSE OF ACTION
(Negligence, Gross Negligence, Negligent Supervision/Retention)**

50. Plaintiff reavers all paragraphs as if set forth fully herein.

51. Defendant had a duty to act reasonably in hiring, training, and retaining employees, specifically Greenway and Richland, and to promulgate and enforce rules and regulations to ensure its employees were reasonably safe.

52. Defendant was negligent in the hiring, supervision and retention of Greenway, which negligence caused or contributed to the injuries of Plaintiff. Defendant was negligent in the supervision of Richland, which negligence caused or contributed to the injuries of Plaintiff.

53. Defendant had a duty to act reasonably in investigating complaints of *quid pro quo* harassment and hostile work environment and to take reasonable steps to prevent discriminatory and retaliatory acts against Plaintiff.

54. That but/for Defendant's negligently retaining Greenway after multiple complaints by Plaintiff regarding outrageous behavior and negligently supervising Richland, Plaintiff's harm

would have been lessened.

55. Defendant was negligent, grossly negligent, careless, reckless, willful and wanton in continuing to employ Greenway, giving him access to the Plaintiff, and that conduct directly and proximately caused the injuries and losses of Plaintiff as set forth herein. Defendant was negligent in not recognizing the hold Greenway exercised over Richland because of the weighted blanket transaction, and that conduct directly and proximately caused the injuries and losses of Plaintiff as set forth herein.

**FOR A FOURTH CAUSE OF ACTION
(Intentional Infliction of Emotional Distress)**

56. Plaintiff reavers all paragraphs as if set forth fully herein.

57. Defendant has intentionally caused emotional distress to Plaintiffs by the foregoing acts that occurred *after* the end of Plaintiff's employment.

58. Agents of the Defendant spread lies about Plaintiff internally and externally that were designed to ruin her. Such conduct by the Defendant was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as utterly intolerable in a civilized society.

59. By the foregoing acts of the Defendant, the Plaintiff has suffered severe emotional distress, causing Plaintiff damages, both actual and exemplary and in an amount to be determined by a jury.

**FOR A FIFTH CAUSE OF ACTION
(Defamation)**

60. Plaintiff reavers all paragraphs as if set forth fully herein.

61. Upon information and belief, Defendant has made false and defamatory statements

about Plaintiff, including false statements about Plaintiff's unfitness in her business or profession, which is defamation *per se*.

62. Defendant disseminated knowingly false information about Plaintiff that was published to third parties, the extent of which has not been fully realized, with the intent to harm the Plaintiff.

63. Additionally, Plaintiff's termination plainly insinuated unfitness in her business or profession, which constitutes defamation *per se*, and the details of her termination were made public by the Defendant.

64. Defendant did so negligently, recklessly, and/or with actual malice.

65. As a proximate result, Plaintiff has suffered both special and general damages, and is additionally entitled to punitive damages, in an amount to be determined at trial.

**FOR A SIXTH CAUSE OF ACTION
(Breach of Contract)**

66. Plaintiff reavers all paragraphs as if set forth fully herein.

67. Defendant made specific promises to Plaintiff concerning conditions of her employment, before and at the time of hire, both orally and in writing in her hiring letter, including the specific accommodation that she could work remotely. See Exhibit 5 attached to this Complaint.

68. These specific promises were relied on by Plaintiff, and acted upon, inducing her to accept Defendant's offer of employment, and thus became conditions of her employment, forming a contract between Defendant and Plaintiff.

69. Defendant breached the contract by failing to adhere to its terms.

70. Plaintiff has suffered, and continues to suffer, damages as a result of this breach, in an amount to be determined at trial.

**FOR A SEVENTH CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act)**

71. Plaintiff reavers all paragraphs as if set forth fully herein.

72. Defendant had a contractual obligation to adhere to the terms of employment it promised Plaintiff in order to induce her to accept employment.

73. Defendant breached that contract by failing to adhere to its terms.

74. Defendant breached that contract with the fraudulent intent of, among other things, creating a pretext for terminating Plaintiff's employment.

75. That breach was accompanied by various fraudulent acts as described herein, including, but not limited to, manufacturing a fraudulent basis for Plaintiff's termination, and perpetrating a fraudulent scheme to purchase more than \$36,000.00 worth of weighted blankets from Deputy County Administrator Richland's husband.

76. As a direct and proximate result, Plaintiff has suffered damages in an amount to be determined at trial. Plaintiff is entitled to recovery of actual and punitive damages.

**FOR AN EIGHTH CAUSE OF ACTION
(Promissory Estoppel)**

77. Plaintiff reavers all paragraphs as if set forth fully herein.

78. Defendant made clear and unambiguous promises to Plaintiff concerning conditions of her employment, before and at the time of hire, both orally and in writing in her hiring letter, including the specific accommodation that she could work remotely.

79. Plaintiff reasonably relied on those promises, to her detriment. That reliance was or

should have been expected and foreseeable by Defendant.

80. Plaintiff has suffered injury as a result of her reliance on those promises and is entitled to all equitable relief available to her, including reinstatement to her former position with the remote work accommodation and flexible schedule.

**FOR A NINTH CAUSE OF ACTION
(Wrongful Termination in Violation of Public Policy)**

81. Plaintiff reavers all paragraphs as if set forth fully herein.

82. Defendant was aware that Plaintiff was the key witness in the criminal investigation into Greenway while he was still the County Administrator.

83. Plaintiff was terminated, in part, because of her submission to the requests of SLED investigators for her truthful testimony.

84. Her termination was therefore against the public policies of the State of South Carolina, including SC Code § 16-9-340, intimidation of witnesses.

85. Defendant's acts were willful, wanton, and reckless and caused damages to Plaintiff in an amount to be determined by a jury.

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment against the Defendant, as follows:

1. For all relief available under Title VII;
2. For actual, exemplary, special, and punitive damages for Defendant's violations of state law;
3. For compensatory damages;
4. For a declaratory judgment that the Defendant violated rights secured to the

Plaintiff by Title VII;

5. For the Plaintiff's costs and a reasonable attorney's fees, pursuant to all applicable provisions of law, and for such other and further relief as the Court deems proper, just and equitable.

GIBBS & HOLMES

s/Tim Lewis
Allan R. Holmes (ID#1925)
Timothy O. Lewis (ID# 9864)
Allan Riley Holmes, Jr. (ID#11115)
171 Church Street, Suite 110
Post Office Box 938
Charleston, S.C. 29402
(803) 722-0033

ATTORNEYS FOR THE PLAINTIFF

Charleston, South Carolina

May 24, 2024

EXHIBIT 1



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Savannah Local Office

7391 Hodgson Memorial Drive, Suite 200

Savannah, GA 31406

(912) 358-2810

Website: www.eeoc.gov

DETERMINATION AND NOTICE OF RIGHTS

(This Notice replaces EEOC FORMS 161, 161-A & 161-B)

Issued On: 03/15/2024

To: Lisa Lynch
656 Park Bend
Beaufort, SC 29906

Charge No: 415-2023-01366

EEOC Representative and email: Donald House
Investigator
donald.house@eeoc.gov

DETERMINATION OF CHARGE

The EEOC issues the following determination: The EEOC will not proceed further with its investigation and makes no determination about whether further investigation would establish violations of the statute. This does not mean the claims have no merit. This determination does not certify that the respondent is in compliance with the statutes. The EEOC makes no finding as to the merits of any other issues that might be construed as having been raised by this charge.

NOTICE OF YOUR RIGHT TO SUE

This is official notice from the EEOC of the dismissal of your charge and of your right to sue. If you choose to file a lawsuit against the respondent(s) on this charge under federal law in federal or state court, **your lawsuit must be filed WITHIN 90 DAYS of your receipt of this notice.** Receipt generally occurs on the date that you (or your representative) view this document. You should keep a record of the date you received this notice. Your right to sue based on this charge will be lost if you do not file a lawsuit in court within 90 days. (The time limit for filing a lawsuit based on a claim under state law may be different.)

If you file a lawsuit based on this charge, please sign in to the EEOC Public Portal and upload the court complaint to charge 415-2023-01366.

On behalf of the Commission,

Digitally Signed By: Jennifer Bessick

03/15/2024

Jennifer Bessick

Director

Savannah Local Office

Cc:

Erin K. Barlow
3700 Forest Drive, Suite 500
Columbia, SC 29204

Derwood Aydlette
3700 Forest Drive, Suite 500
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Margie Blackwelder
3700 Forest Drive, Suite 500
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Brittany Ward
Beauford County
P.O. Drawer 1228
Beaufort, SC 29902

Katherine Mead
Beauford County
P.O. Drawer 1228
Beaufort, SC 29902

Timothy O. Lewis
Law Offices of Gibbs and Holmes
171 Church Street, Suite 110
Charleston, SC 29401

Please retain this notice for your records.

INFORMATION RELATED TO FILING SUIT UNDER THE LAWS ENFORCED BY THE EEOC

*(This information relates to filing suit in Federal or State court **under Federal law**. If you also plan to sue claiming violations of State law, please be aware that time limits may be shorter and other provisions of State law may be different than those described below.)*

IMPORTANT TIME LIMITS – 90 DAYS TO FILE A LAWSUIT

If you choose to file a lawsuit against the respondent(s) named in the charge of discrimination, you must file a complaint in court **within 90 days of the date you receive this Notice**. Receipt generally means the date when you (or your representative) opened this email or mail. You should **keep a record of the date you received this notice**. Once this 90-day period has passed, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and the record of your receiving it (email or envelope).

If your lawsuit includes a claim under the Equal Pay Act (EPA), you must file your complaint in court within 2 years (3 years for willful violations) of the date you did not receive equal pay. This time limit for filing an EPA lawsuit is separate from the 90-day filing period under Title VII, the ADA, GINA, the ADEA, or the PWFA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA, the ADEA or the PWFA, in addition to suing on the EPA claim, your lawsuit must be filed within 90 days of this Notice and within the 2- or 3-year EPA period.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Filing this Notice is not enough. For more information about filing a lawsuit, go to <https://www.eeoc.gov/employees/lawsuit.cfm>.

ATTORNEY REPRESENTATION

For information about locating an attorney to represent you, go to:
<https://www.eeoc.gov/employees/lawsuit.cfm>.

In very limited circumstances, a U.S. District Court may appoint an attorney to represent individuals who demonstrate that they are financially unable to afford an attorney.

HOW TO REQUEST YOUR CHARGE FILE AND 90-DAY TIME LIMIT FOR REQUESTS

There are two ways to request a charge file: 1) a Freedom of Information Act (FOIA) request or 2) a "Section 83" request. You may request your charge file under either or both procedures. EEOC can generally respond to Section 83 requests more promptly than FOIA requests.

Since a lawsuit must be filed within 90 days of this notice, please submit your FOIA and/or Section 83 request for the charge file promptly to allow sufficient time for EEOC to respond and for your review.

To make a FOIA request for your charge file, submit your request online at <https://eeoc.arkcase.com/foia/portal/login> (this is the preferred method). You may also submit a FOIA request for your charge file by U.S. Mail by submitting a signed, written request identifying your request as a "FOIA Request" for Charge Number 415-2023-01366 to the

Enclosure with EEOC Notice of Closure and Rights (01/22)

District Director at Darrell E. Graham, 100 Alabama Street, SW Suite 4R30, Atlanta, GA 30303.

To make a Section 83 request for your charge file, submit a signed written request stating it is a "Section 83 Request" for Charge Number 415-2023-01366 to the District Director at Darrell E. Graham, 100 Alabama Street, SW Suite 4R30, Atlanta, GA 30303.

You may request the charge file up to 90 days after receiving this Notice of Right to Sue. After the 90 days have passed, you may request the charge file only if you have filed a lawsuit in court and provide a copy of the court complaint to EEOC.

For more information on submitting FOIA requests, go to <https://www.eeoc.gov/eeoc/foia/index.cfm>.

For more information on submitted Section 83 requests, go to <https://www.eeoc.gov/foia/section-83-disclosure-information-charge-files>.

EXHIBIT 2

EEOC Form 5 (5/01)					
CHARGE OF DISCRIMINATION				Charge Presented To:	
This form is affected by the Privacy Act. See enclosed Privacy Act Statement and other information before completing this form.				<input checked="" type="checkbox"/> FEPA	
				<input checked="" type="checkbox"/> EEOC	
South Carolina Human Affairs Commission				and EEOC	
State or local Agency, if any					
Name (Indicate Mr., Ms., Mrs.)				Date of Birth	
Lisa Lynch				01/27/1966	
Street Address 6 PARK BEND City, State and ZIP Code Beaufort SC 29906					
C/O Timothy O. Lewis, Gibbs & Holmes, Suite 110, 171 Church Street, Charleston, SC 29401 843-722-0033					
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two are named, list under PARTICULARS below.)					
Name				No. Employees, Members	
Beaufort County				more than 50	
Street Address 100 Ribaut Rd. PO Drawer # 1228 City, State and ZIP Code Beaufort, South Carolina 29901-1228					
Name				No. Employees, Members	
Street Address				City, State and ZIP Code	
DISCRIMINATION BASED ON (Check appropriate box(es))				DATE(S) DISCRIMINATION TOOK PLACE	
				Earliest	
				Latest	
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN				March 2023	
				Continuing	
<input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify below.)					
				<input checked="" type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):					
<p>I have been employed by the respondent as the director of employee wellness. I was lured into the position by the County Administrator, Eric Greenway. Mr. Greenway, who became my direct supervisor upon my hiring, made promises regarding my employment that fit my requirements and qualifications. Two weeks into my employment Mr. Greenway and I attended a social gathering. Mr. Greenway had made several comments that were aimed toward starting a romantic relationship with me prior to this gathering. I made it clear to him that I was not interested in that sort of relationship with him. I brought my boyfriend to the party and Mr. Greenway became visibly upset about his presence. Mr. Greenway then left the gathering and sent a series of texts and emails designed to harm both myself and my close friends. He threatened to cancel a contract that had direct economic ramifications for me. He sent emails to third parties threatening to end Beaufort County's engagement because of my involvement with the third parties.</p> <p>The following week, I complained internally about Mr. Greenway's actions. I was scared for my job and for my safety. The County investigated the matter and recently revealed that they found no actionable conduct on the part of Mr. Greenway. I have been moved to a new supervisor. Since that time, I have found the workplace to be hostile. Beaufort County has ended work on a contract that directly affects my income in retaliation for my making an internal complaint of sexual discrimination. I believe the discrimination and retaliation are continuing. I am using my best efforts to complete all the assigned tasks of my role with Beaufort County, but I fear that I will be targeted for my complaints and subsequently fired.</p> <p>I have documentation proving these allegations. I am ready, willing, and able to cooperate in an investigation into this matter, and I will advise the agency of any change in my contact information.</p>					
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing			NOTARY - When necessary for State or Local Agency Requirements		

of my charge in accordance with their procedures.			
		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.	
I declare under penalty of perjury that the above is true and correct.		<i>Lisa Lynch</i>	
		SIGNATURE OF COMPLAINANT	
<i>6/7/23</i>		<i>Courtney Smith</i> 6-7-2023	
Date		SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)	
Charging Party Signature			

REOC Form 5 (5/01)

COURTNEY SMITH
Notary Public - State of South Carolina
My Commission Expires Dec. 22, 2024

CP Enclosure with EEOC Form 5 (5/01)

PRIVACY ACT STATEMENT: Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. **FORM NUMBER/TITLE/DATE.** EEOC Form 5, Charge of Discrimination (5/01).
2. **AUTHORITY.** 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117.
3. **PRINCIPAL PURPOSES.** The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.
4. **ROUTINE USES.** This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.
5. **WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION.** Charges must be reduced to writing and should identify the charging party and respondent and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Title VII or ADA charges must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); ADEA charges should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements.

You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

NOTICE OF NON-RETALIATION REQUIREMENTS

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, and Section 503(a) of the ADA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

EXHIBIT 3

Clear Form



**County Council of Beaufort County
Human Resources Department**

P.O. Drawer 1228 Beaufort, SC 29901
Phone: (843) 255-2990 | Fax: (843) 255-9484
www.beaufortcountysc.gov

Complaint Form

Nature of Complaint: Title VII Sexual Harassment Based on being a woman
Name of the Complainant: Lisa Lynch
Complainant Employee #: 11072
Department: Administration
Phone Number: (803) 984-8348
E-mail: Lisa.Lynch@bcgov.net

Name of the Accused: Eric Greenway
Department: Administration
Accused's Relationship to Complainant (manager, co-worker, client, etc.): Supervisor
Phone Number: _____
E-mail: egreenway@bcgov.net

Date of Incident: May 6, 2023
(If more than one event, please report each event on a separate form.)

Have you contacted your supervisor about the complaint? Yes ☐ No ☒
If "No", why not?

He is the Accused

Where did the specific event occur?

The home of William Godshall, text and Email

Please explain the events that occurred.

See Attached

How did you react to the situation? Did you take any action to stop perceived inappropriate behavior?

* Please Note that I address this in Attached
Also, I have Legal Counsel, if you need that information

Describe the harm you have suffered, as a result of the event.

See Attached

Were there any witnesses to this specific event? (If yes, please provide their names.)

Yes, James Ilett Angela Hassinger Himanchu Verna (via Email)
William Godshall TAMORA CORNWALL
Bryan Chassereau Amber Eaton (via Email)

Is there any physical evidence that supports your complaint? If so, please describe or attach copy of evidence.

Attached Documents

What is your desired outcome of the investigation?

Attached

By signing this, I assure the information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint and provide whatever evidence Beaufort County deems relevant.

Lia Lynne

Complainant's Signature

May 15, 2023

Date

Please return this form to Human Resources via hadmin@bcgov.net

Complaint Form Attachment**Describe the harm I have suffered as a result of this event.**

It has yet to be determined fully. There is potential for a significant financial loss due to Mr. Greenway severing the Elementzal, LLC contract and more that we don't yet know. There has been the damaging to my reputation among my colleagues in the aftermath of his carrying out threats. Perhaps most important is the significant emotional and physical toll it has taken on me. Due to this stress, I cannot sleep, and my stress level is seriously elevated. I am having nightmares, and my health condition, Systemic Lupus, is now flaring due to this stress. I have had to increase my medication by three times my maintenance dose. Due to all those factors, I have reached out to several therapy providers in our network to begin counseling. I am afraid. Fearful of Mr. Greenway. Hypervigilant. None of this is helpful to me long-term.

What is my desired outcome for this investigation?

I wish to work in my job, free from intimidation, fear of reprisals, or harassment. To excel, as I always do, in a job I love in a safe environment.

May 15, 2023

To: Beaufort County Council Chairman, Mr. Joseph Passiment, and Katherine Mead, Human Resources Director, Beaufort County

From: Lisa Lynch, RN, Director of Wellness, Beaufort County

Dear Mr. Passiment and Mrs. Mead,

This letter is to inform you, in writing, what I already discussed with Emily Stewert, Assistant Director of Human Resources, on Friday, May 12, 2023. That my rights under Title VII of the Civil Rights Act because I am a woman have been violated and retaliation has already occurred. This complaint of sexual harassment is against Mr. Eric Greenway, County Administrator. It occurred on May 6, 2023 and retaliation ran into the early hours of May 7th, 2023. I believe it is crucial to bring this matter to your attention, as it is in violation of County Policies and creates a hostile work environment. Additionally, Mr. Greenway chose to purposefully hurt anyone connected to me due to his feelings and unhinged behavior that night, which impacts my professional reputation and credibility in Beaufort County and beyond.

To give some context, Mr. Greenway enjoys a social relationship with my group of friends outside of work. A core group of approximately 11 people who consistently spend most of their time together. These people are like my family and as such we know a lot about one another. It was not lost on me that Mr. Greenway wanted to pursue a relationship with me, which I continually reminded him was not going to happen. Especially because I was going to be his employee. I should mention that we did go out on a few dates earlier in the year but were not ever in a relationship. At some point prior to my start date, Mr. Greenway started to say, "I'm going to marry you". To that remark, early on, I usually just ignored him. Then that remark became more frequent and continued after my employment began. Which, I thought we had a thorough understanding that I was not going to date him or marry him. Yet, he continued. Whenever he made that comment, I told him to stop saying it. Every time!

We had a clear understanding before my first day of work that there could not ever be anything between us, nor would there be. He agreed and seemed completely fine. I also informed him that I was dating someone. Again, he seemed fine, and he said he was seeing someone. I had no reason to think that I could not accept the job in good faith and that the promises he made to me would not be kept.

Saturday, May 6th, 2023

On this day, we had several interactions regarding the inmate that committed suicide at the detention center. I offered to assist with grief support, as I felt it was appropriate given my role with the County and my unique skill set. He said no but kept me updated and I was on standby. He also praised my performance. As he regularly did. At 2:11 pm, I texted Mr. Greenway to inform him that I would be bringing a date to a dinner party that night. I felt I needed to do so. It was apparent to me that he was still harboring feelings for me and continuing to make the comment

"I'm going to marry you." I thought maybe he would decline to attend the dinner with friends. It only enraged him. He sent a nasty text, to which I decided to call him. That call lasted 1 hour and 11 minutes,

he told me I had been disrespectful after all he had done for me and that he would never bring a date around me. I responded that he absolutely should do that! I was confused. He went on a rant about how I never tell him he is attractive and that I exclude him from our friend group events/social gatherings. I felt as if I was talking to someone irrational. We ended our conversation. It was going nowhere. In fact, the very last thing he said to me on that call angrily was, "Well, I'm still going to marry you!". I went to dinner with my friends. Mr. Greenway showed up and was completely unhinged, like a caged tiger. He was pacing and slamming things. Red in the face. Angry and hostile. My sister, Angie, asked him if he was all right. To that, he responded, "No. No, I am not fucking all right! You need to get your calendar out. We are going to need to talk about your contract with the county. Monday at noon!" He then told me the same thing. He called me a liar, not sure why and stormed into another room. He sent a meeting invite. He continued this behavior while looking at both his cell phones and slamming things. He did sit down to dinner and then abruptly left. After he left, he systematically began sending emails to everyone I had been doing business with, telling them that the County would no longer require their services and that it was no longer in the best interest of the county to pursue for the citizens of Beaufort.

- He dismantled a contract (RFP) for the opioid abatement program with Evoke Micro Mass for an all-encompassing project to assist all Beaufort County schools, help create an effective awareness campaign, creative pieces for educating physicians and staff on the dangers of prescribing opioids, entire data outcome measurement tools, assist with the development of the AI chatbot on the new website/App for immediate Crisis Help intervention. This work has taken months to put into place.
- Severed the contract with Elementzal, LLC, the Opioid Consulting group, at the dinner. Owned by my Sister-in-law. Guilty because she is my sister, and I am also a consultant doing a phenomenal job for the County and have been told so by numerous Stakeholders in the county.
- Severed the contract with Y-Point Analytics. Owner Himanchu Verma, a former business partner of mine whom Mr. Greenway solicited after seeing a demonstration of our Mental Health App. He asked us to design one for the use of Crisis intervention of Opioid addicted individuals and those affected secondarily that might need resources because of a loved one who is addicted. Many months of prep work and hiring of developers went into preparing for this contract. This app would revolutionize the ability of providers to care for so many more addicted individuals in a timely manner. (Mr. Verma flew in on May 4th to finalize the contract which was to be signed on Friday May 5th). For the record I have no interest in YPoint Analytics.

He followed through on every threat that he texted me at 9:56 pm Saturday, May 6th, 2023. That text reads as follows:

"Be aware of what you gave up tonight and what this will cost you, himanschu and Angie! But have fucking fun because you are now just an employee of Beaufort County and I've lost all trust and affinity for you! Enjoy James!"

He was also texting with the friend of ours who hosted the dinner party at his home. I have included the text thread that Mr. Godshall provided. I also want to make it clear that I considered Mr. Greenway to be a friend. A very good friend. As with my other friends in my core group, we love each other; we take care to be there for each other, and we are like family to each other. This completely takes me back and

I am scared and frightened now at how I could have misjudged Mr. Greenway's character. I am still afraid of what he might do and given his position and how much he values it, I am fearful for my safety. He has proven that he carries out his threats. Perhaps what is most disappointing to me is that one man would sabotage the well-being of an entire county and the enormous progress that has been made, particularly on the Opioid Abatement Strategies, over what he saw as disrespect and, as he stated in the text chain to our mutual friend a quid-pro-quo of sorts... "after all he has done for me." Also, let me be clear. I never asked for a job with the county. Mr. Greenway approached me to work on both the Opioid Abatement Consulting and later the Director of Wellness position. Which I turned down several times, but he continued to pursue me and made me feel comfortable that working on these most worthy projects would be fulfilling and without the undue stress that would interfere with my health issues, which he is well aware of.

In conclusion, I kindly request that an investigation be initiated immediately and that I be provided with a safe and supportive environment in which to work, where I can be free to fulfill my duties without fear of further reprisals. I also request that the necessary steps be taken to maintain my privacy during this process.

Thank you for your attention to this serious matter. I look forward to a prompt and thorough resolution to this complaint. Please let me know what additional information you require.

Sincerely,

Lisa Lynch, RN

Director of Wellness

Beaufort County

(803) 984-8348

Email: lisa.lynch@bcgov.net

EXHIBIT 4

I met Eric Greenway socially in 2022. He pursued a romantic relationship with me, and I agreed to a couple of dates with him. While flattered by his affection, I was not interested in that kind of connection, and I made it clear to him we could be friends but not romantically involved. Close to the end of 2022, Greenway expressed interest in hiring me to work for Beaufort County in a healthcare position. I rebuked his offer many times. He was undeterred and after months working as an outside health consultant with the County, Greenway made an offer that I was unable to refuse. He provided reasonable accommodations for my chronic health condition and clearly outlined my duties. Based on this offer, I accepted the position of Director of Wellness and began work on April 24, 2023.

Just two weeks into my tenure with the County, I attended a party with my significant other. Greenway was also in attendance. He was openly agitated and made it clear that my act of bringing my boyfriend to a social event was offensive to him. After he left the party, Greenway sent a string of emails and text messages directly threatening me and my livelihood. He financially threatened my family and professional associates as well. I was shocked by the behavior.

I expressed my distress to management of Beaufort County and was assured that the matter would be handled. I then made a formal complaint of discrimination and retaliation. The complaint was investigated, and, despite the open threats, no wrongdoing was found on Greenway's part. I then filed a charge with the EEOC for discrimination.

One of the threats that Greenway made – cancelling the contract with my sister-in-law's company – was effectuated in June. Internally, Greenway's threats of financial harm were being carried out by his underlings. The Deputy County Administrator whom I was placed under, started to apply incredible stress and work pressure, took away my accommodations of a flexible work schedule, and demanded an inordinate amount of work in an effort to force my resignation. I take pride in my work, and I believed that I could succeed in this role for the citizens and employees of Beaufort County, so despite the consistent hostility and harassment, I worked tirelessly to perform my job.

I was approached by law enforcement to become the main witness against Greenway in some suspected criminal activity. Although I was hesitant to do so, I agreed and promised to tell the truth about all matters involving Greenway. It is my understanding that the investigation is still underway.

On Monday, July 24, I learned that Greenway was suspended from his position as County Administrator. I was relieved by this, as I believed that the hostility and harassment would end with Greenway out of my chain of command. I was incorrect. Yesterday, July 25, 2023, I was terminated by Greenway's assistant administrator for a pretextual reason. I have no doubt that I was terminated for my reports of harassment, my complaints of the same, and my participation as a witness in the criminal investigation.

These actions have and will continue to have a devastating effect on both my professional and personal life. I make this statement now in an effort to fully illuminate the transgressions of Beaufort County and its agents. Please direct all future inquiries to Tim Lewis with Gibbs & Holmes in Charleston.

Lisa Lynch

July 26, 2023

EXHIBIT 5

COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF THE INTERIM COUNTY ADMINISTRATOR
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228

CHERYL H. HARRIS
EXECUTIVE ASSISTANT

BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2023

FAX: (843) 255-9403

www.beaufortcountysc.gov

ERIC L. GREENWAY
COUNTY ADMINISTRATOR

April 6, 2023

Ms. Lisa Lynch
6 Park Bend
Beaufort, SC 29906

Dear Ms. Lynch:

I am pleased to offer you the position of Wellness Director.


Your appointment is effective Monday, April 17, 2023. The position is a full-time, exempt position, under the supervision of the County Administrator, with an annual salary of \$ 108,000 plus all benefits. As discussed during the hiring process, the County is making special accommodations for you to work remotely from your local residence in Beaufort. In addition, you will receive a fifteen-day personal leave allocation and fifteen days of sick leave to use as necessary for the first year of employment. The unused portion of the fifteen days will expire at the end of the first year. Your regular accrual rate for personal leave and sick time will accrue per the Beaufort County Personnel Handbook.

Your experience, qualifications, and interviews show that you possess the knowledge and capabilities to succeed as the Wellness Director.

I look forward to working with you as we move Beaufort County forward.

Please affix your signature to this letter and return it to my office if you accept this offer.

Sincerely,


Eric Greenway, AICP
Beaufort County Administrator

EG: ch

My signature below indicates that I accept this offer as Wellness Director.



Signature



Date

cc: Human Resources