

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

Brian Sill,

Plaintiff,

v.

Town of Ninety Six and Jimmie Brown, in her  
personal capacity,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT

**SUMMONS**

TO THE DEFENDANTS ABOVE NAMED:

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

**CROMER BABB & PORTER, LLC**

BY: s/Bryan Hall

J. Paul Porter (#100723)  
Bryan Hall (#106039)  
1418 Laurel Street, Ste A  
Post Office Box 11675  
Columbia, SC 29211  
Phone: 803-799-9530  
Fax: 803-799-9533  
paul@cromerbabb.com  
bryan@cromerbabb.com

*Attorneys for Plaintiff*

March 31, 2026  
Columbia, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF GREENWOOD

Brian Sill,

Plaintiff,

v.

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**COMPLAINT**  
(Jury Trial Demanded)

The above-named Plaintiff complaining of the above-named Defendants hereby makes a Complaint based on the following.

**PARTIES AND JURISDICTION**

1. Brian A. Sill (“Plaintiff”) is a citizen and resident of Greenwood County, South Carolina.
2. Defendant Town of Ninety Six (“Defendant Town”) is a municipality organized under the laws of South Carolina and located in Greenwood County, South Carolina.
3. Mayor Gregg Brown (“Mayor Brown”) and Jimmie Brown (“Jimmie Brown”) are citizens and residents of Greenwood County, South Carolina.
4. This Court has personal jurisdiction over the parties because all parties reside in Greenwood County, South Carolina.
5. This action alleges violation of rights afforded by the Constitution of the United States pursuant to 42 U.S.C. § 1983. This Court has subject-matter jurisdiction over this claim because state courts have concurrent jurisdiction over federal claims.

6. This action alleges wrongful discharge and defamation in violation of South Carolina law and public policy. This Court has subject-matter jurisdiction over these claims because the Court of Common Pleas has original jurisdiction in civil cases.

7. This Court is the proper venue because the acts and omissions occurred in Greenwood County.

8. Plaintiff demands a jury trial on all triable claims and issues.

### **FACTUAL ALLEGATIONS**

9. Plaintiff was employed by Defendant Town as a reserve police officer from November 1, 2013, to June 27, 2025.

10. Plaintiff was also employed by Defendant Town as a code enforcement officer from January 6, 2024, to June 27, 2025.

11. Amanda Seymour (AKA "Amanda Sill") is employed by Defendant Town as acting town clerk, a position that she has held for the past twenty (20) months.

12. Gregg Brown is the mayor of the town of Ninety Six. Mayor Brown is employed by the Town of Ninety Six.

13. Before Plaintiff and Amanda Sill announced they were dating, Mayor Brown showed Plaintiff a photograph of Amanda Sill in her bathing suit from Mayor Brown's phone.

14. Amanda Sill did not send Mayor Brown the photograph.

15. Amanda Sill was previously married to Mayor Brown's nephew, Jonah Gonce.

16. In March 2024, Plaintiff and Amanda Sill began dating and informed Mayor Brown. Plaintiff asked Mayor Brown if the relationship would cause problems with his employment. Mayor Brown did not voice any concerns about Plaintiff's relationship with Amanda Sill.

17. In April 2024, Mayor Brown referred to Amanda Sill as “bedbug Betty,” “whore,” and “skank.”

18. In May 2024, Mayor Brown was observed on video camera trespassing on Amanda Sill’s mother’s property without permission.

19. In August 2024, while Plaintiff and Amanda Sill were out of town, Mayor Brown was seen on video camera driving around Amanda’s property without permission.

20. In August 2024, at a restaurant in the presence of other patrons, Mayor Brown’s wife, Jimmie Brown, hurled cuss words at Plaintiff and Amanda Sill and said, “no one was doing their f\*\*king job.”

21. In January 2025, Mayor Brown asked Town Attorney Doug Bell and Police Chief Christopher Porter (“Chief Porter”) whether Plaintiff or Amanda Sill would have to resign once they got married. Chief Porter told Mayor Brown that Plaintiff was not violating any rules.

22. In February 2025, Plaintiff and Amanda Sill got married.

23. In May 2025, Town Auditor questioned Amanda Sill about why Amanda Sill was not receiving employment benefits and is not the town clerk “officially.” Amanda Sill reported to the Town Auditor harassment from Mayor Brown.

24. In June 2025, the Town organized a Fourth of July festival. Plaintiff was tasked with overseeing food vendors and safety.

25. There were no vehicles allowed in the event area after eight (8) pm. When Plaintiff declined a vendor’s request to park in a restricted area, the vendor obtained permission from Mayor Brown instead. Vendor drove through crowd, risking safety of festival goers.

26. In response to the festival safety incident, Plaintiff informed Mayor Brown that he must stop overriding safety rules.

27. On June 27, 2025, Chief Porter terminated Plaintiff at the direction of Mayor Brown.

28. The following week, Mayor Brown told a council member the reason Plaintiff was fired is because Plaintiff called him a “motherf\*cker” in front of everyone. Mayor Brown also made the same statements to others around town.

29. In or around July 2025, Plaintiff filed an appeal with Town Council for his termination.

30. In July 2025, Town Council met but did not address Plaintiff’s appeal.

31. In August 2025, Town Council met and Plaintiff’s appeal was on the agenda, but no action was taken.

32. In September 2025, Town Council met, and Mayor Brown confessed to Council that Plaintiff did not use profanity.

33. Since, Plaintiff has filed grievances with the Town Attorney’s Office, which were canceled.

34. Plaintiff inquired with the town attorney, who said the grievance would be turned over to the attorney at the municipal association.

35. Since, Defendant Town has taken no action to address Plaintiff’s appeal of his termination.

36. In December 2025, Mayor Brown showed Chief Porter and various employees at the police department and town hall photographs of Plaintiff without her permission.

*To support its claims, Plaintiff reasserts each and every allegation contained*

*in the paragraphs above and repeated herein to support his claims.*

**First Cause of Action**  
**42 U.S.C. SECTION 1983 CLAIM FOR VIOLATION OF FIFTH AMENDMENT**  
**PROCEDURAL DUE PROCESS**  
**(against Defendant Town)**

37. Where not inconsistent herewith, the foregoing are realleged paragraphs.
38. Plaintiff has a property interest in wages and benefits earned from employment.
39. Defendant Town terminated Plaintiff, depriving him of property in wages and benefits earned from employment.
40. Defendant Town failed to provide a grievance process by which Plaintiff could demand redress.
41. Plaintiff attempted to avail himself of an administrative remedy by filing an appeal for his termination with Town Council.
42. Despite meeting several times since Plaintiff's termination, Town Council has failed to consider his appeal, depriving Plaintiff of procedural due process.
43. By failing to provide a grievance process and failing to consider Plaintiff's appeal of his termination, Defendant Town deprived Plaintiff of his property interests in his employment wages and benefits without due process of law and thus violated Plaintiff's rights under the Fifth Amendment.
44. Defendant Town deprived Plaintiff of procedural due process by actions taken in accordance with Defendant Town's official municipal policy, custom, or practice concerning terminations and Council Meetings.
45. Defendant Town acted under the color of law in violating Plaintiff's Fifth Amendment procedural due process rights.
46. Plaintiff suffered economic harm as a result of his termination and denial of due process.

47. Plaintiff is entitled to damages because of Defendant Town's constitutional violation including economic losses, backpay, front pay, back benefits, front benefits, loss of earning capacity, reputational loss, pain and suffering, mental and emotional distress, and stress and anxiety. Plaintiff is further entitled to an award of attorney's fees and costs, injunctive relief, including reinstatement, and pre and post judgment interest.

**Second Cause of Action**  
**WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**  
**(against Defendant Town)**

48. Where not inconsistent herewith, the foregoing are realleged paragraphs.

49. There is a clear mandate for the health, safety, and well-being of the public as public policy.

50. South Carolina public policy, as codified in S.C. Code Ann. § 5-7-30, mandates that municipalities adopt and enforce measures to protect the health, safety, and welfare of the public.

51. Plaintiff's enforcement of event safety restrictions and his objection to Mayor Brown's override of those safety measures were in furtherance of this statutory mandate.

52. Plaintiff engaged in protected activity by warning and giving notice to Mayor Brown that the mayor's overriding of the Town's safety rules and regulations would cause harm to the safety and well-being of public.

53. At Mayor Brown's direction, Defendant Town terminated Plaintiff in response to Plaintiff's complaint about Mayor Brown neglecting safety rules and regulations.

54. Defendant Town's termination of Plaintiff after complaining to Mayor Brown about violations of safety regulations constituted retaliation against Plaintiff for actions protected by public policy.

55. Plaintiff attempted to exhaust administrative remedies by filing an appeal of his termination.

56. Defendant Town deprived Plaintiff of an administrative remedy by failing to consider Plaintiff's appeal and failing to provide procedural due process.

57. Plaintiff is entitled to damages because of Defendant Town's wrongful termination including economic losses, backpay, front pay, back benefits, front benefits, loss of earning capacity, reputational loss, pain and suffering, mental and emotional distress, and stress and anxiety. Plaintiff is further entitled to an award of attorney's fees and costs, injunctive relief, including reinstatement, and pre and post judgment interest.

**Third Cause of Action**  
**DEFAMATION**  
**(against Defendant Town)**

58. Where not inconsistent herewith, the foregoing are realleged paragraphs.

59. Mayor Brown, while acting in his official capacity and within the scope of his official duties, made statements to third parties that Plaintiff was fired for calling Mayor Brown a "mother\*cker."

60. Mayor Brown's statements are false, and Mayor Brown admitted to Town Council that Plaintiff did not make the statement.

61. Mayor Brown's statement concerns Plaintiff and defames Plaintiff's virtue and reputation in the community.

62. Such unprivileged publications by Mayor Brown were made to third parties.

63. Such a portrayal of Plaintiff is false, known to be false, made with malicious intent to harm Plaintiff, in reckless disregard of the truth, and is defamatory *per se*; the above constitutes

defamation by action as well as words and is actionable under the laws of the State of South Carolina.

64. As a direct and proximate cause of Mayor Brown's false and defamatory statements, Plaintiff suffered reputational harm, humiliation, embarrassment, and mental and emotional suffering.

65. Mayor Brown is liable to Plaintiff for damages including loss of wages, loss of benefits and prospective benefits, reputational harm, humiliation, mental anguish, mental suffering, and emotional distress. Plaintiff is also entitled to an award of punitive damages to be determined by a jury for the malicious and intentional conduct of Mayor Brown.

**Fourth Cause of Action**  
**DEFAMATION**  
**(against Jimmie Brown)**

66. Where not inconsistent herewith, the foregoing are realleged paragraphs.

67. Jimmie Brown made false and defamatory statements that Plaintiff was "not doing [his] f\*\*king job." The defamatory actions and words have directly and indirectly promulgated to the public at large the false insinuation that Plaintiff is unfit for his profession.

68. Jimmie Brown's statements concerned Plaintiff and were publicized in a restaurant.

69. Such unprivileged publications were made to third parties; in listening distance of all individuals present in the restaurant.

70. Such a portrayal of Plaintiff is false, known to be false, made with malicious intent to harm Plaintiff, in reckless disregard of the truth, and is defamatory per se; the above constitutes defamation by action as well as words and is actionable under the laws of the State of South Carolina.

71. As a direct and proximate cause of Jimmie Brown's false and defamatory statements, Plaintiff suffered reputational harm.

72. Jimmie Brown is liable to Plaintiff for damages including reputational harm, humiliation, mental anguish, mental suffering, and emotional distress. Plaintiff is also entitled to an award of punitive damages to be determined by a jury for the malicious and intentional conduct of Mayor Brown.

**PRAYER FOR RELIEF**

73. Plaintiff prays for judgment against Defendants for an award of actual and compensatory damages in amounts to be determined by a jury, as well as reasonable attorney's fees, costs of this action, and any such relief this Court deems just and proper.

74. Plaintiff further requests an award of punitive damages from Defendants for willful and wanton conduct alleged herein, to the full extent of when such damages are allowed under the causes of actions as pleaded above.

75. Plaintiff also requests pre-judgment interest on all damages.

*Respectfully submitted,*

**CROMER BABB & PORTER, LLC**

BY: s/Bryan Hall  
J. Paul Porter (#100723)  
Bryan Hall (#106039)  
1418 Laurel Street, Ste A  
Post Office Box 11675  
Columbia, SC 29211  
Phone: 803-799-9530  
Fax: 803-799-9533  
paul@cromerbabb.com  
bryan@cromerbabb.com  
*Attorneys for Plaintiff*

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