

STATE OF SOUTH CAROLINA  
COUNTY OF GREENWOOD

Amanda Sill,

Plaintiff,

v.

Town of Ninety Six; Mayor Gregg Brown in  
his personal capacity; 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.

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March 31, 2026  
Columbia, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF GREENWOOD

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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. Amanda Seymour (“Plaintiff”) (AKA “Amanda Sill”) 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 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 South Carolina Payment of Wages Act, S.C. Code Ann. §§ 41-10-10 et seq., defamation, and trespass. This Court has subject-matter jurisdiction over these claims because the Court of Common Pleas has original jurisdiction in civil cases.

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

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

### **FACTUAL ALLEGATIONS**

8. Plaintiff is employed by Defendant Town as acting town clerk (AKA “municipal clerk”), a position that she has held for the past twenty (20) months.

9. In 2023, prior to becoming acting town clerk, Plaintiff worked both in the town office and as a crossing guard. Plaintiff worked both positions over forty (40) hours a week.

10. Brian Sill was employed by Defendant Town as a reserve officer from November 1, 2013, to June 27, 2025.

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

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 Brian Sill announced they were dating, Mayor Brown showed Brian a photograph of Plaintiff in her bathing suit from Mayor Brown’s phone.

14. Plaintiff did not send Mayor Brown the photograph.

15. Plaintiff was previously married to Mayor Brown’s nephew, Jonah Gonce.

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

17. In April 2024, and over the span of months, Mayor Brown referred to Plaintiff as “bedbug Betty,” “whore,” and “skank” to Brian Sill, Police Chief Christopher Porter (“Chief Porter”), Patricia Powell, and others.

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

19. On or about August 9, 2024, Mayor Brown was seen on video camera driving around Plaintiff’s house and rental property without Plaintiff’s permission.

20. In January 2025, Mayor Brown asked Town Attorney Doug Bell and Chief Porter whether Plaintiff or Brian Sill would have to resign once they got married. Chief Porter told Mayor Brown that Plaintiff was not violating any rules.

21. In February 2025, Plaintiff and Brian Sill got married.

22. On or about July 15, 2024, Defendant Town separated from its previous town clerk. Mayor Brown asked Plaintiff to assume the role of “acting town clerk.”

23. From July 2024 to August 2025, Plaintiff served as acting town clerk full-time and worked forty (40) hours a week. During this time, Defendant Town did not consider Plaintiff a full-time employee. Instead, Defendant Town maintained Plaintiff as a part-time employee despite Defendant Town being required to have a full-time municipal clerk under S.C. Code § 5-7-220. During this time, Defendant Town did not offer Plaintiff full-time benefits such as health insurance, sick leave, annual leave or personal time off (“PTO”).

24. In May 2025, Marc Wood, town auditor, questioned Plaintiff about why she was not receiving employment benefits and was not listed the town clerk “officially.” Plaintiff mentioned to Wood prior harassment from Mayor Brown.

25. Wood contacted and informed Mayor Brown that Defendant Town must correct Plaintiff's wage and benefits, and Defendant Town's handling of Plaintiff's employment could subject Defendant Town to legal liability.

26. Wood contacted Town Council regarding Plaintiff's employment.

27. Naomi Reed from the Municipal Association informed Mayor Brown and Town Council of Defendant Town's denial of full-time employment benefits to Plaintiff.

28. Despite receiving notice, Defendant Town did not correct Plaintiff's employment title, compensation, and benefits.

29. In December 2025, Mayor Brown showed Chief Porter and various employees at the police department and town hall photographs of Plaintiff without her permission. Plaintiff was unaware that Mayor Brown had photographs of her and never sent him photographs.

*To support its claims, Plaintiff reassert each and every allegation contained in the paragraphs above and repeated herein to support her claims.*

**First Cause of Action**  
**PAYMENT OF WAGES ACT – VIOLATION OF S.C. CODE ANN. §§ 41-10-10 ET SEQ.**  
**(against Defendant Town)**

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

31. Since 2024, Plaintiff was employed as acting town clerk and worked approximately forty (40) hours per week.

32. Defendant Town was Plaintiff's "employer" as defined by the South Carolina Payment of Wages Act ("SCPWA") S.C. Code Ann. § 41-10-10(1).

33. Despite working full-time as municipal clerk, Defendant Town considered Plaintiff a "part-time" employee and did not offer her benefits owed to full-time employees such as appropriate wages and compensation, health insurance, sick leave, and annual leave.

34. Under the SCPWA, S.C. Code Ann. § 41-10-80, Plaintiff is allowed to bring a civil action for Defendant Town's failure to pay wages in an amount equal to three (3) times the full amount of unpaid wages.

35. Defendant Town failed to pay and withheld properly earned wages and benefits for the services rendered as town clerk in violation of SCPWA.

36. Defendant Town received notice of its failure to pay and compensate Plaintiff for services as town clerk and knew or should have known that its acts and omissions would subject it to liability.

37. Defendant Town's actions caused financial harm to Plaintiff.

38. Defendant Town is liable to Plaintiff for damages of up to three (3) times the full amount of unpaid wages for the town clerk position.

39. Defendant Town is also liable to Plaintiff for damages including loss of wages, loss of benefits and prospective benefits compensation for benefits lost, economic losses, backpay, front pay, back benefits, front benefits for full-time hours worked, attorneys' fees, and costs.

**Second Cause of Action**  
**DEFAMATION PER SE**  
**(against Defendant Mayor Brown in his personal capacity)**

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

41. In April 2024, Mayor Brown called Plaintiff "bedbug Betty," "whore," and "skank." Mayor Brown's statements concern Plaintiff.

42. Such unprivileged publications were made to third parties: Brian Sill, Chief Porter, and Patricia Powell and other town employees present.

43. Mayor Brown's statements constitute defamation per se because the statements charge Plaintiff with unchastity.

44. 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.

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

46. Mayor Brown is liable to Plaintiff for presumed 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.

**Third Cause of Action**  
**TRESPASS**

**(against Defendant Mayor Gregg Brown in his personal capacity)**

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

48. Plaintiff had legal possession of her home, which she was leasing.

49. In August 2024, while Plaintiff was out of town, Mayor Brown voluntarily entered her property.

50. Mayor Brown was not invited and did not have Plaintiff's permission to be on her property. The property was clearly marked with a "No Trespassing" sign, placing Mayor Brown on notice that entry was prohibited.

51. At no time did Mayor Brown have legal authority, justification, or privilege to enter the property, and he was not acting pursuant to any lawful governmental function, warrant, or emergency.

52. Mayor Brown's unauthorized entry interfered with Plaintiff's exclusive right to possess and enjoy her property.

53. As a direct and proximate result of Mayor Brown's trespass, Plaintiff suffered damages, including but not limited to property damage, costs incurred to secure the premises, and loss of use and enjoyment of her home.

54. Mayor Brown's conduct was willful, wanton, and in reckless disregard of Plaintiff's rights, entitling Plaintiff to punitive damages.

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

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

56. Jimmie Brown made false and defamatory statements that Plaintiff was "not doing [her] 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 her profession.

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

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

59. 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.

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

