

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Frank Dorn,

C/A No.: 2021-CP-35-_____

Plaintiff,

SUMMONS
Jury Trial Demanded

v.

South Carolina Governor's School for
Agriculture at John de la Howe, Timothy
Keown, Elizabeth Templeton

Defendants.

TO THE DEFENDANT 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.

Respectfully Submitted By:

BY: s/J. Paul Porter
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October 8, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Frank Dorn,

C/A No.: 2021-CP-35-_____

Plaintiff,

COMPLAINT
Jury Trial Demanded

v.

South Carolina Governor's School for
Agriculture at John de la Howe, Timothy
Keown, Elizabeth Templeton

Defendants.

This is a defamation and civil conspiracy complaint arising out of Plaintiff's Employment at the South Carolina Governor's School for Agriculture at John de la Howe. Plaintiff blew the whistle on inappropriate expenses that appeared to be inappropriate end-runs around the South Carolina Ethics Law and Procurement Code. Plaintiff has since had his job changed involuntarily, been subject to written and spoken communications that impute his reputations and been targeted by the individual defendants who have taken action to make his work-life miserable in hopes that he quits.

JURISDICTION

1. Plaintiff is a citizen and resident of Edgefield County, South Carolina.
2. Defendant South Carolina Governor's School for Agriculture at John de la Howe is a government entity located in McCormick County, South Carolina.
3. Defendant Timothy Keown is the President of the Defendant School. Keown resides in Anderson County.
4. Defendant Elizabeth ("Libby") Templeton is an Agriculture Teacher at the Defendant School. Templeton resides in Saluda County.
5. The primary acts and omissions at issue in this lawsuit happened in McCormick County.
6. All the parties work in McCormick County.

7. This Court can exercise personal jurisdiction over the Defendants.
8. This lawsuit alleges South Carolina common law claims of defamation and civil conspiracy.
9. This Court has subject matter jurisdiction over this lawsuit.
10. This Court is a proper venue for this lawsuit.
11. The Plaintiff demands a jury trial on all claims.

FACTS

12. Plaintiff was hired by the predecessor to the Defendant School as an Agriculture Teacher in 2015.
13. Plaintiff was later promoted to Director of Agriculture and Forestry Operations.
14. Plaintiff now serves as Assistant Director of Facilities.
15. Plaintiff has not received any disciplinary actions in his tenure.
16. Plaintiff has been at the Defendant School longer than Defendant Keown and Templeton.
17. Plaintiff advocated to local legislators and employees in the Governor's Office to save John de la Howe School from 2016-2017 and convert it into an agricultural school.
18. Plaintiff began serving as Director of Agriculture and Forestry Operations during this time frame.
19. The plan was implemented in Summer 2018 to convert John de la Howe School into the Defendant School.
20. Defendant Keown was hired to serve as Director of the Education Center in Summer 2019.
21. Defendant Keown's primary responsibility at the outset was to travel the state and recruit the Defendant School's first class.
22. Plaintiff got along fine with Keown initially.

23. Plaintiff did have concerns beginning in the fall of 2019 that Keown was promoting himself more than the school and was too often absent from the Defendant School even after a full-time recruiter was hired. Plaintiff kept those concerns to himself.

24. In November 2019, Keown had an agent from a third-party agency come to the Defendant School and tell its leadership that a farm structure was unsafe and needed to be removed. Plaintiff was left completely out of this process even though it was his job to oversee agriculture and forestry operations. Plaintiff once he was brought into the loop demonstrated that the farm structure was safe and did not need to be removed.

25. In 2020, the Defendant School posted the position of President.

26. The job requirements for that position were tailored to applicants that were either superintendent certified or within 1 course of having the certification.

27. The later caveat was tailored to allow Defendant Keown to be hired to that role.

28. A board member called Plaintiff asking if Keown was up to the job and he honestly replied that he had concerns about Keown's ability to handle personnel matters and be a supervisor in the educational setting based on a lack of experience and the school's current capabilities.

29. Keown was ultimately given the position of President effective July 2020.

30. In early 2020, it became apparent to Plaintiff that Defendant Keown did not like him and would like to get rid of him.

31. On February 26, 2020, at 9:42 AM, Keown authored an email to several unprivileged coworkers of the Plaintiff unfairly and falsely criticizing the conditions of the grounds at the Defendant School, and thereby Plaintiff's aptitude at his job, to his coworkers without a need-to-know basis.

32. Thirteen minutes later at 9:55 AM, Keown authored an email criticizing Plaintiff for professionally and briefly interjecting into a meeting to greet an old friend who was visiting the School.

33. That email written to Plaintiff and Interim President Sharon Wall said: “Focus on the farm and grounds (your lane), and not everyone else’s business.”

34. Approximately five hours later at 2:27 PM, Keown sent a third email to Plaintiff and Sharon Wall threatening his job once Keown was formally in the role of president.

35. That email, sent in February, opened: “I’m confronting all of these issues now before July and notating them for the record. I will not meet with you one on one to discuss any of this, only with a witness.”

36. That email was vitriolic and included the following statements:

- “Might better mind your own tailgate;” “careful who you downgrade me to, I might just know them.” “Keep your front porch swept, I’ll keep mine swept.” “tend to the skeletons in your own closet before telling blatant lies about me.”
- “You are the reason we have had a difficult time recruiting students in Saluda and Edgefield counties, so no, I/we don’t need your help recruiting anywhere.” “What you did in your personal life to make so many enemies in those counties is between you, them, and God.”
- “Focus on your job not mine.”
- “You created a hostile work environment and one of paranoia.”
- “I’m sending all of these emails now as your peer, so that they are on the record before July.”

37. Defendant Templeton as an agriculture teacher was hired by Defendant Keown, after he became President, in July 2020.

38. Plaintiff learned at a department head meeting in August that Templeton, without consulting him, had a representative from a third-party company where her husband worked set to come to quote selling \$45,000.00 of livestock handling equipment. The design and plans at the third-party company were drawn up by Templeton’s husband indicating he was directly involved in the sell.

39. Plaintiff told Templeton and the other Agriculture Teachers that the purchases had to go through the appropriate procurement and bid process because they exceeded \$10,000.00.

40. Plaintiff then learn that the orders were divided into separate purchase orders none exceeding \$10,000.00 to end-run the procurement code.

41. Three orders were placed the same day with same vendor together exceeding \$24,000.00.

42. After that, Templeton began interfering with job roles and functions within Plaintiff's purview and making complaints about how animals were treated and how he performed his job duties to Keown and others.

43. Templeton also encouraged students and parents to complain about Plaintiff. One of the persons Templeton encouraged would later apply for Plaintiff's job as Director of Agriculture and Forestry Operations.

44. Plaintiff then heard from a member of the community that Templeton's husband was telling people at the third-party vendor discussed above that Templeton was brought on at the Defendant School to run Plaintiff off.

45. Plaintiff reported this to Keown when he heard about it.

46. Plaintiff was called into a meeting on February 3, 2021, where Defendant Kewon lobbed several false and exaggerated complaints at Plaintiff that were, for the most part, all traceable back to Defendant Templeton.

47. Keown admitted in the meeting that most of the complaints came from Templeton.

48. He then claimed he was going to put Plaintiff on a Performance Improvement Plan (PIP).

49. Keown did not follow through with placing Plaintiff on a formal PIP.

50. Plaintiff submitted a letter to his personnel file challenging the accusations against him documenting his concerns Templeton's conduct and the suspicious purchases discussed above.

51. On March 19, 2021, Plaintiff appropriately disciplined his staff for not working. He told Keown immediately after doing so and he agreed.

52. However, on March 22, 2021, Keown hailed Plaintiff into a meeting and said he was being removed from his position because three of those staff members were afraid of him. Plaintiff was not given a fair opportunity to address those workers' (who had just been called out for not working) complaints about him.

53. Plaintiff requested copies of the complaints allegedly made against him but was refused.

54. That day Plaintiff and Keown brought up the PIP he had last discussed in early February and claimed he had presented an outline of the PIP to the Board of the Defendant School.

55. Upon information and belief, Keown did not actually share the PIP outline with the Board like he said, but only told the Board about it.

56. Though a PIP has been referenced twice by Kewon, Defendant Keown has not given Plaintiff a formal PIP to date as of October 2021.

57. Defendant Keown then changed Plaintiff's position to the title Assistant Director of Facilities, a position created with no job description at the time.

58. Keown was careful to emphasize that this was not a demotion such that Plaintiff could not file a grievance over it.

59. Defendant Templeton was thereafter effectively running the farm, Plaintiff's former primary duty.

60. After four months, the farm and grounds deteriorated to the point that a new farm manager position was created and given full autonomy, which Plaintiff once had.

61. Plaintiff has since endured nit-pickiness and assignments intended to humiliate him into resigning.

62. Plaintiff has also received a lack of support on necessary equipment requests, job training, and direction.

63. The Defendant School recently promulgated a code of ethics that, among other things, prohibited communication between employees and Board Members in a further effort by Defendant Keown to secure his power over the school without oversight from the Board.

64. Plaintiff continues to work at the Defendant School because he believes in its underlying mission despite the fact that he is increasingly isolated and mistreated on the job.

65. The Defendant School's Board was given notice on September 1, 2021, that it needed to intercede and stop Plaintiff's mistreatment from Defendants Keown and Templeton.

66. The Board has failed to do so.

FIRST CAUSE OF ACTION
Against the School and Keown
Defamation

67. Plaintiff realleges the foregoing.

68. Defendant Keown, and the Defendant School thereby, defamed the Plaintiff in the first and third of his three emails attacking the Plaintiff on February 26, 2020.

69. The third parties involved in that email had no need know basis with respect to the accusations in those emails.

70. Those emails' accusations were false, known to be false, and made with malice.

71. Those emails unfairly impugned Plaintiff's professional aptitude and are *per se* defamatory.

72. Defendant Keown, consistent with his emails and apparent disdain for the Plaintiff, has also likely engaged in verbal defamation about the Plaintiff. One example being a meeting of department heads which Keown manipulated into being a group criticism of Plaintiff without him in attendance.

73. The above communications amount to unlawful defamation for which the Defendants are liable.

74. Damages include reputational losses, diminished earning capacity, embarrassment, lost goodwill, shock, humiliation, and emotional pain and suffering.

SECOND CAUSE OF ACTION
Against Defendant Keown and Templeton
(Civil Conspiracy)

75. Plaintiff realleges the foregoing where consistent.

76. Defendants Keown and Templeton have worked together to tortiously interfere with Plaintiff's job, undermine Plaintiff's professional credibility, and diminish his reputation in the agriculture community.

77. Defendants Keown and Templeton have done so with the intent to harm the Plaintiff and to further their own interests.

78. Defendants Keown and Templeton have succeeded in harming the Plaintiff and are liable for damages as a result.

79. Damages include reputational losses, diminished earning capacity, embarrassment, lost goodwill, shock, humiliation, and emotional pain and suffering.

PRAYER FOR RELIEF

80. Plaintiff requests that the jury award damages to him in the amount it deems appropriate on each of his claims set forth above.

81. Plaintiff asks the Court for whatever other equitable relief it deems just and proper.

82. Plaintiff asks for prejudgment interest on all claims where legally permitted.

83. Plaintiff asks for punitive damages against the individual defendants to punish them for their intentional and malicious conduct.

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