

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2021-CP-10-_____

Kevin Dion Hollinshead, Senior,)
Plaintiff,)

vs.)

Thomas J. Bell, individually and as)
Executive Director of Charleston Coalition)
for Kids, Charleston Coalition for Kids, a)
nonprofit Organization, Angelica Colwell,)
Lee Deas, Godfrey Gibbison, Eric)
Strickland, Loren Ziff, Courtney Waters,)
Lezza Steward, and Teach for America, Inc.)
Defendants.)

SUMMONS

TO: DEFENDANTS, THOMAS J. BELL, INDIVIDUALLY AND AS EXECUTIVE DIRECTOR OF CHARLESTON COALITION FOR KIDS, CHARLESTON COALITION FOR KIDS, A NONPROFIT ORGANIZATION, ANGELICA COLWELL, LEE DEAS, GODFREY GIBBISON, ERIC STRICKLAND, LOREN ZIFF, COURTNEY WATERS, LEZZA STEWARD, AND TEACH FOR AMERICA, INC.

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer thereto, on the subscriber at his office located at 8 Cumberland Street, Charleston, South Carolina 29401, within thirty (30) days after the service hereof, exclusive of the day of service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

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(SIGNATURE PAGE TO FOLLOW)

PRITCHARD LAW GROUP, LLC

/s/ Edward K. Pritchard, III

Edward K. Pritchard, III, Esq.

(South Carolina Bar No. 9710)

E-mail: epritchard@pritchardlawgroup.com

W. Greyson Land, Esq.

(South Carolina Bar No. 104179)

E-mail: wgreysonland@pritchardlawgroup.com

8 Cumberland Street, Suite 200 (29401)

Post Office Box 630

Charleston, South Carolina 29402

Telephone: (843) 722-3300

Facsimile: (843) 722-3379

*Attorneys for Plaintiff, Kevin Dion Hollinshead,
Senior*

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Lee Deas, Godfrey Gibbison, Eric)
Strickland, Loren Ziff, Courtney Waters,)
Lezza Steward, and Teach for America, Inc.,)
a nonprofit organization.)

Defendants.)

COMPLAINT

TO: DEFENDANTS, THOMAS J. BELL, INDIVIDUALLY AND AS EXECUTIVE DIRECTOR OF CHARLESTON COALITION FOR KIDS, CHARLESTON COALITION FOR KIDS, A NONPROFIT ORGANIZATION, ANGELICA COLWELL, LEE DEAS, GODFREY GIBBISON, ERIC STRICKLAND, LOREN ZIFF, COURTNEY WATERS, LEZZA STEWARD, AND TEACH FOR AMERICA, INC., A NONPROFIT ORGANIZATION.

Plaintiff, Kevin Dion Hollinshead, Senior, (hereinafter referred to as “Hollinshead”) complaining of Defendants, Thomas J. Bell, individually and as executive director of Charleston Coalition for Kids (hereinafter referred to as “Bell”), Charleston Coalition for Kids, a nonprofit organization (hereinafter referred to as “CCFK”), Angelica Colwell (hereinafter referred to as “Colwell”), Lee Deas (hereinafter referred to as “Deas”), Godfrey Gibbison (hereinafter referred to as “Gibbison”), Eric Strickland (hereinafter referred to as “Strickland”), Loren Ziff (hereinafter referred to as “Ziff”), Courtney Waters (hereinafter referred to as “Waters”), Lezza Steward (hereinafter referred to as “Steward”), and Teach for America, Inc., a nonprofit organization (hereinafter referred to as “TFA”), would respectfully show unto this Honorable Court:

THE PARTIES

1. That Hollinshead is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
2. That Bell is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
3. That Bell is, and at all times relevant hereto was, the Executive Director of CCFK.
4. That CCFK is a nonprofit organization organized and existing pursuant to the laws of the State of South Carolina, with its principal place of business in Charleston County, South Carolina.
5. That on information and belief, Colwell is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
6. That on information and belief, Deas is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
7. That on information and belief, Gibbison is, and at all times relevant hereto was, a citizen and resident of Dorchester County, South Carolina.
8. That on information and belief, Strickland is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
9. That on information and belief, Ziff is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
10. That on information and belief, Waters is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.
11. That on information and belief, Steward is, and at all times relevant hereto was, a citizen and resident of Charleston County, South Carolina.

12. That TFA is a nonprofit organization organized and existing pursuant to the laws of the State of Connecticut, which transacts business in the State of South Carolina.

JURISDICTION

13. That, on information and belief, this Court has jurisdiction over the subject matter of this action.
14. That, on information and belief, this Court has personal jurisdiction over the parties named in this action.

FACTUAL BACKGROUND

15. That Hollinshead restates, realleges, and reaffirms each and every relevant allegation set forth in Paragraph 1 through Paragraph 14 herein above as if fully restated herein verbatim.
16. That Bell, Colwell, Deas, Gibbison, Strickland, and Ziff are members of the board of directors for CCFK.
17. That Hollinshead was a candidate running in the November 3, 2020, general election for Charleston County School District North Area.
18. That Waters was a candidate running in the November 3, 2020, general election for Charleston County School District North Area.
19. That CCFK endorsed Waters as a candidate in the general election for Charleston County School District North Area.
20. That CCFK funded the creation of a political ad entitled “Kevin Hollinshead Lied About Stealing From an HBCU – We Deserve Leaders We Can Trust, (hereinafter referred to as the “Ad”).
21. That the Ad was uploaded to the CCFK Youtube Channel.

22. That on information and belief, Bell, Colwell, Deas, Gibbison, Strickland, and Ziff, as members of the board of directors for CCFK, authorized the funding of the Ad and the Ad's publication and dissemination on CCFK's Youtube channel and various television networks in the Greater Charleston County, South Carolina Area.
23. That on information and belief, Bell, Colwell, Deas, Gibbison, Strickland, and Ziff, as members of the board of directors for CCFK, authored the content of the Ad.
24. That on information and belief, Bell, Colwell, Deas, Gibbison, Strickland, and Ziff, as members of the board of directors for CCFK, authorized the content of the Ad.
25. That at all times relevant hereto Bell, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, and Steward were agents of CCFK.
26. That at all times relevant hereto Bell, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, and Steward were acting within the scope of their agency with CCFK.
27. That at all times relevant hereto Waters was employed by TFA.
28. That at all times relevant hereto Waters was acting as an agent of TFA.
29. That at all times relevant hereto Waters was acting within the scope of her agency with TFA.
30. That at all times relevant hereto Steward was employed by TFA.
31. That at all times relevant hereto Steward was acting as agent of TFA.
32. That at all times relevant hereto Steward was acting within the scope of her agency with TFA.
33. That upon information and belief, at all times relevant hereto, Waters was Steward's supervisor at TFA.
34. That Waters directed and/or requested Steward appear in the Ad.

35. That Steward appears in the Ad.
36. That Steward narrates portions of the Ad.
37. That at all times relevant hereto, Steward was acting at the direction of Waters.
38. That an anonymous voiceover in the Ad states “but Kevin Hollinshead is using our money to help himself. Hollinshead was successfully sued for stealing one-hundred fifty thousand dollars (\$150,000) from a local HBCU and lied to cover it up.”
39. That the Ad states “Hollinshead was successfully sued for stealing one-hundred fifty thousand dollars (\$150,000) from Benedict College.”
40. That, following the anonymous voiceover in the AD, Steward states “We can’t have someone like that managing the tax dollars for our schools.”
41. That Hollinshead and Hollinshead Group Insurance LLC were defendants in a lawsuit (hereinafter referred to as the “Lawsuit”) brought against them by Student Assurance Services, Inc., (hereinafter referred to as “SAS”).
42. That Benedict College was not a party to the Lawsuit.
43. That the Lawsuit alleges that Hollinshead stole and unlawfully converted \$144,677.75 of insurance premiums paid to Hollinshead for the benefit of SAS.
44. That the Lawsuit refers to these insurance premiums as “SAS’s funds.”
45. That Hollinshead and Hollinshead Group Insurance LLC denied these allegations in their Answer.
46. That the Lawsuit alleges Hollinshead employed a scheme to defraud SAS of \$144,677.75 of insurance premiums.
47. That the Lawsuit alleges Hollinshead made false statements and false representations to SAS.

48. That Hollinshead and Hollinshead Group Insurance LLC denied these allegations in their Answer.
49. That the Lawsuit alleges Hollinshead and Hollinshead Group Insurance LLC breached a contract between Hollinshead and Hollinshead Group Insurance LLC and SAS by cashing premium checks paid by Benedict.
50. That Hollinshead and Hollinshead Group Insurance LLC denied these allegations in their Answer.
51. That the Lawsuit alleges Hollinshead and Hollinshead Group Insurance LLC breached a contract between Hollinshead and Hollinshead Group Insurance LLC and SAS by misappropriating insurance premium checks paid by Benedict.
52. That the Lawsuit alleges Hollinshead and Hollinshead Group Insurance LLC's breach of the contract between Hollinshead and Hollinshead Group Insurance LLC and SAS was accompanied by false statements to be relied upon by SAS so that Hollinshead would have opportunity and time to convert premiums paid and funds belonging to SAS.
53. That Hollinshead and Hollinshead Group Insurance LLC denied these allegations in their Answer.
54. That the Lawsuit alleges Hollinshead and Hollinshead Group Insurance LLC committed deceptive acts which were then repeated on numerous occasions, constituting a violation of the South Carolina Unfair Trade Practices Act.
55. That Hollinshead and Hollinshead Group Insurance LLC denied these allegations in their Answer.

56. That the Lawsuit alleges Hollinshead and Hollinshead Group Insurance LLC were unjustly enriched at the expense of SAS by misappropriating \$144,677.75 of insurance premiums due to SAS.
57. That Hollinshead and Hollinshead Group Insurance LLC denied these allegations in their Answer.
58. That the Lawsuit does not allege Hollinshead and/or Hollinshead Group Insurance LLC stole or misappropriated money from Benedict College.
59. That on May 24, 2007, pursuant to Section 15-35-350 and 360, CODE OF LAWS, SOUTH CAROLINA, Hollinshead and Hollinshead Group Insurance LLC confessed judgment to SAS for a total amount of \$144,677.75 (hereinafter referred to as the “Confession of Judgment”).
60. That in the Confession of Judgment, Hollinshead and Hollinshead Group Insurance LLC admit to being liable to SAS in the amount of \$144,677.75.
61. That in the Confession of Judgment, Hollinshead and Hollinshead Group Insurance LLC confess and authorize the entry of judgment in favor of SAS.
62. That Benedict College is not mentioned or referred to in the Confession of Judgment.
63. That Benedict College is not a party to the Confession of Judgment.
64. That on May 24, 2007, Hollinshead and Hollinshead Group Insurance, LLC executed a promissory note to the order of SAS (hereinafter referred to as the “Note”).
65. That Hollinshead and Hollinshead Group Insurance, LLC acknowledge and agree that is indebted to SAS in the amount of \$144,677.75.
66. That the Note is secured by the Confession of Judgment.
67. That Benedict College is not mentioned or referred to in the Note.

68. That Benedict College is not a party to the Note.
69. That one hundred forty-four thousand six hundred and seventy-seven dollars and seventy-five one hundredths (\$144,677.75) is not one hundred fifty thousand and zero one hundredth dollars (\$150,000.00.)

FOR A FIRST CAUSE OF ACTION
(Defamation)

70. That Hollinshead restates each and every allegation of Paragraph 1 through Paragraph 69 as if fully restated herein verbatim.
71. That as of January 29, 2021, the Ad has been viewed one-hundred and thirty-nine times (135) on CCFK's Youtube Channel.
72. That CCFK aired the Ad on various television networks in the Greater Charleston County, South Carolina Area.
73. That the statements made in the Ad tend to impeach the honesty, integrity, virtue, and reputation of Hollinshead.
74. That the statements degrade Hollinshead as they accuse Hollinshead of stealing money.
75. That the statements degrade Hollinshead as they suggest unfitness as a public servant.
76. That the statements made in the Ad are false and defamatory to Hollinshead.
77. That CCFK is responsible for the acts committed by its agents within the scope of their employment with CCFK.
78. That TFA is responsible for the acts committed by its agents within the scope of their employment with TFA.
79. That Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements are actionable per se.

80. That Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements were made with constitutional malice.
81. That Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements are false.
82. That Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements concern Hollinshead.
83. That as a direct and proximate result of Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements, Hollinshead had suffered damages, including, but not limited to, loss of reputation and mental anguish.
84. That Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements, Hollinshead is entitled to recover actual and/or special damages.
85. That Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements were made with intentional or reckless disregard of the Hollinshead's rights.
86. That Hollinshead is entitled to recover punitive damages as a result of Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's statements.

WHEREFORE, Plaintiff, Kevin Dion Hollinshead, prays that this Court enter judgment as follows:

- A. That this Court enter judgment against Bell, CCFK, Colwell, Deas, Gibbison, Strickland, Ziff, Waters, Steward, and TFA's, in favor of Hollinshead and an award of actual, special, consequential, and punitive damages as determined by this Court.
- B. For costs and attorney fees incurred by Hollinshead in bringing, prosecuting, and maintaining this action.
- C. And for such other relief as this Court deems just and proper.

Respectfully submitted,

PRITCHARD LAW GROUP, LLC

/s/ Edward K. Pritchard, III

Edward K. Pritchard, III, Esq.

(South Carolina Bar No. 9710)

E-mail: epritchard@pritchardlawgroup.com

W. Greyson Land, Esq.

(South Carolina Bar No. 104179)

E-mail: wgreysonland@pritchardlawgroup.com

8 Cumberland Street, Suite 200 (29401)

Post Office Box 630

Charleston, South Carolina 29402

Telephone: (843) 722-3300

Facsimile: (843) 722-3379

*Attorneys for Plaintiff, Kevin Dion Hollinshead,
Senior*