

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

DELISA M. REYNOLDS,	)	<i>Electronically Filed</i>
	)	
PLAINTIFF,	)	
	)	
-VS-	)	
	)	CASE NO.
	)	
R. KEITH SUMMEY, INDIVIDUALLY,	)	
AND IN HIS CAPACITY AS MAYOR	)	
OF THE CITY OF NORTH	)	
CHARLESTON, DEBORAH CROSBY	)	
SUMMEY, INDIVIDUALLY, AND IN	)	
HER CAPACITY AS FIRST LADY OF	)	
THE CITY OF NORTH CHARLESTON,	)	
THE CITY OF NORTH CHARLESTON,	)	
A MUNICIPAL CORPORATION, AND	)	
ALLISON M. HUTTO,	)	
	)	
DEFENDANTS	)	

COMPLAINT
CIVIL RIGHTS COMPLAINT, 42 U.S.C. §1983: FIRST, FIFTH, AND
FOURTEENTH AMENDMENTS, UNITED STATES CONSTITUTION,
S.C. CODE §16-17-560, SOUTH CAROLINA CONSTITUTION ARTICLE 1§2
(FREEDOM OF SPEECH), ARTICLE 1§3 (DUE PROCESS), ARTICLE VI §5 AND §17
(OATH), RETALIATION/INTERFERENCE FMLA COMPLAINT, 29 U.S.C. §2601, ET
SEQ. COMMON LAW TORT CLAIMS FOR WRONGFUL TERMINATION,
INTENTIONAL INFILICATION OF EMOTIONAL DISTRESS,
S.C. TORT CLAIMS ACT §15-78-10, ET SEQ., AND
CIVIL CONSPIRACY, S.C. CODE §16-17-560

(Jury Trial Demanded)

The Plaintiff, DeLisa M. Reynolds, complaining of the above-named Defendants, alleges:

PARTIES

1. That Plaintiff, Delisa Ms. Reynolds (**hereinafter “DeLisa”**), is a citizen and resident of the State of South Carolina, County of Charleston, and for the majority of all times referenced herein was an employee of the City of North Charleston.

2. That Defendant R. Keith Summey (**hereinafter “*Mayor Summey*”**), individually and in his capacity as Mayor of the City of North Charleston, is a citizen and resident of the State of South Carolina, County of Charleston.
3. That Defendant Deborah Crosby Summey (**hereinafter “*First Lady Summey*”**), individually and in her capacity as the First Lady of the City of North Charleston, is a citizen and resident of the State of South Carolina, County of Charleston, and that she is married to (**Mayor Summey**).
4. That Defendant City of North Charleston (**hereinafter “*North Charleston*”**) is a municipal corporation authorized by the laws of the State of South Carolina and that at all times pertinent hereto, various (**North Charleston**) employees acted or failed to act causing (**DeLisa**) damages. (S.C. Tort Claims Act, S.C. Code §15-78-10, et seq.).
5. That Defendant Allison M. Hutto, (**hereinafter “*Allison*”**), is a citizen and resident of the State of South Carolina, County of Charleston, and that she is the “significant other” to (**Mayor Summey’s**) Son, Elliott Summey.

VENUE

6. Venue is proper in the United States District Court, Charleston Division, in that the Defendants reside in this District and the events, acts and omissions complained of herein occurred in Charleston County, South Carolina. [28 U.S.C. §1391(b)(2)].

JURISDICTION

7. This is an action for damages. Jurisdiction is based upon Federal Questions based upon the continuing violations of (**Delisa’s**) rights under the First, Fifth, and Fourteenth

Amendments to the United States Constitution, Federal Statutes 42 U.S.C. §1983, FMLA 29 U.S.C. §2611, et., seq. (28 U.S.C. §1331). **(DeLisa's)** state law and common law claims are based upon supplemental jurisdiction. (28 U.S.C. §1367).

8. **(DeLisa's)** claims for damages exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), actual and punitive damages.

FACTS

9. That Defendant **(Mayor Summey)** has been the Mayor of the City of North Charleston for approximately Twenty-Eight (28) years. Defendant **(North Charleston)** follows a strong-mayor form of governing. The Defendant **(Mayor Summey)** is given almost total administrative authority and a wide range of political independence, with the power to appoint and dismiss department heads without council approval or public input.
10. That the Plaintiff **(DeLisa)**, prior to her termination from Defendant **(North Charleston)** was a longtime City Employee and most recently managed Defendant **(North Charleston's)** Riverfront Park as a Special Events Coordinator. That prior to **(DeLisa's)** termination, she received consistent "good" annual evaluations.
11. That over the course of the last several years, Defendant **(Mayor Summey)** has been the subject of news media articles that criticized **(Mayor Summey)** for approving non-bid contracts, having his Wife, Defendant **(First Lady Summey)**, get appointed to a North Charleston Magistrate Judgeship, for helping his Wife, Defendant **(First Lady Summey)** get appointed to the Charleston Naval Complex Redevelopment Authority, for helping his non-lawyer Daughter get appointed to a North Charleston Magistrate Judgeship, for favoring his Friends for City of North Charleston jobs and contracts, and for helping his

Son, Elliott Summey, get appointed as Executive Director of the Charleston County Aviation Authority.

12. That on October 3, 2021, the *Post and Courier* newspaper published a news article exposing how Elliott Summey and one of his corporations had Contracted with the Town of Awendaw to mine sand and build a Recreation Park for the Town of Awendaw. The article claimed Elliott Summey did not fulfill his obligations and questioned why he got the contract while he was Chairman of Charleston County Council. Charleston County purchased the Awendaw land for the Town of Awendaw. The *Post and Courier* article was titled “***SC Politician’s company mined a town’s sand. Where did the money go?***”
13. That on October 3, 2021, **(DeLisa’s)** thirty (30) year old Son, Kevin Reynolds, II, posted a comment to the article stating, “*I wouldn’t expect anything less. Crooked ass wanna be politician.*” **(DeLisa)** was not aware of the news article nor was she aware of her Son’s comment until she received a “social media post” from Defendant **(Allison)**, “significant other” of Elliott Summey, stating “*I believe everyone has a right to their opinion but considering the ties he should have at least kept it to himself.*”
14. That on the evening of October 3, 2021, **(Delisa)** received a phone message from Defendant **(North Charleston’s)** Finance Director, Warren Newton, advising **(DeLisa)** to call him back because he had been told by Defendant **(Mayor Summey)** on Sunday, October 3, 2021, that **(Mayor Summey)** wants an audit of the Naval Base operations.
15. That from October 3, 2021, until the day **(DeLisa)** was terminated, **(DeLisa)** was subject to a repetitive and persuasive hostile work environment by Defendants. **(DeLisa)** for the first time, was required to account for her working hours, even though she was a salaried employee. Defendant **(First Lady Summey)**, when discussing City of North Charleston

business, would state publicly that **(DeLisa's)** City of North Charleston job was procured by her and that Defendant **(First Lady Summey)** stated that she “made me,” (i.e., DeLisa). **(DeLisa)** perceived Defendant **(First Lady Summey's)** comments as derogatory. Defendant **(North Charleston)** violated its “Anti-Harassment/Discriminatory Policy” by intimidating and retaliating against **(DeLisa)** for her adult Son’s political opinion.

16. That on February 4, 2022, **(DeLisa)** filed a complaint alleging hostile work environment with Defendant **(North Charleston)**. Defendant **(North Charleston)** never interviewed **(DeLisa)** and/or her attorneys regarding her filed complaint.

17. That due to **(DeLisa's)** emotional distress caused by Defendants’ retaliation and intimidation, **(DeLisa)** applied and was granted Family Medical Leave (hereinafter “FMLA”). When **(DeLisa's)** twelve (12) week (FMLA) was about to expire, **(DeLisa)** requested an extended (FMLA). Defendant **(North Charleston's)** Human Resource Director prepared a form questionnaire for **(DeLisa's)** treating Physician to complete and return to Defendant **(North Charleston)**. **(DeLisa's)** treating Physician did not understand Defendant **(North Charleston's)** form questionnaire and reported to Defendant **(North Charleston)** that (1) *“It is my professional opinion that this employee IS NOT fit to perform the duties of their position in a toxic/hostile work environment,”* and (2) *“She is more likely than not, to a reasonable degree of medical certainty, fit to perform regular work duties. However, she is not fit to a reasonable degree of medical certainty, capable of performing her work duties in a toxic and/or hostile work environment.”*

18. That on July 6, 2022, Defendant **(North Charleston)** sent **(DeLisa)** an email advising **(DeLisa)** she would be terminated. Several hours later, Defendant **(North Charleston)** unannounced sent a tow truck driver to **(DeLisa's)** private property, trespassed, and towed her **(North Charleston)** owned vehicle.
19. That Defendant **(North Charleston)**, by and through their employees/representatives fired **(DeLisa)** and/or took other adverse overt actions against **(DeLisa)** for engaging in protected activity.

**FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS (MAYOR SUMMEY),
(FIRST LADY SUMMEY), AND (NORTH CHARLESTON)**
[42 U.S.C. §1983 – Civil Rights]

20. That **(DeLisa)** adopts and re-alleges each prior Paragraph, where relevant and not inconsistent, as if set forth verbatim.
21. That Defendant **(North Charleston)** had an “Anti-Discrimination Policy” which prohibited adverse employment actions against employees based upon “political opinions.”
22. That the State of South Carolina prohibits persons from intimidating a citizen or terminating their employment because of political opinions or the exercise of political rights and privileges guaranteed to every citizen by the Constitution and laws of the United States or by the Constitution and the laws of the State of South Carolina. **[S.C. Code §16-17-560 (2019)]**.
23. That when Defendant **(Mayor Summey)** ordered the audit of the Naval Base, on a Sunday evening, the same day as **(DeLisa's)** adult Son claimed the Summey's were not honest, it served to chill and violate **(DeLisa's)** and her adult Son's United States

Constitution First Amendment Rights to “free speech.” (See also, South Carolina Constitution Articles 1 and 2).

24. That Defendant (**First Lady Summey**) violated (**DeLisa’s**) First Amendment Rights when she made derogatory comments about (**DeLisa**), which chilled (**DeLisa’s**) constitutional rights.
25. That Defendants violated and chilled (**DeLisa’s**) First Amendment Rights when Defendants made (**DeLisa**) account for work hours and removed (**DeLisa**) as Riverfront Venue Coordinator and created a new job for (**DeLisa**) as an archivist. (**DeLisa**) was not qualified to be an “Archivist” pursuant to Defendant (**North Charleston’s**) Archivist Job Description.
26. That Defendants acting under color of state law and based upon repetitive conduct deprived (**DeLisa**) of rights and privileges, or immunities guaranteed under the United States Constitution, federal law, the South Carolina Constitution, and state law, and therefore violated 42 U.S.C. § 1983.
27. That Defendants violated (**DeLisa’s**) First Amendment Rights to “free speech,” violated (**DeLisa**) Fifth Amendment rights to due process because Defendant (**North Charleston**) failed to interview (**DeLisa**) regarding her February 4, 2022, filed complaint and her request for extended (FMLA).
28. That Defendants violated (**DeLisa’s**) Fourteenth Amendment Rights by failing to conduct a customary investigation regarding (**DeLisa’s**) February 4, 2022, complaint and depriving (**DeLisa**) of her property without equal protection of laws and due process.

29. That as a direct and proximate result of Defendants' actions and violations of 42 U.S.C. §1983, under color of law, **(DeLisa)** is entitled to judgment against Defendants for all actual and punitive damages in an amount to be determined by a jury.
30. That **(DeLisa)** is entitled to an award of attorneys' fees, costs, and loss of interest on her liquidated salary.

FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS
(MAYOR SUMMEY) AND (NORTH CHARLESTON
[Interference/Retaliation FMLA]

31. That **(DeLisa)** adopts and re-alleges each prior Paragraph, where relevant and not inconsistent, as if set forth verbatim.
32. That **(DeLisa)** made a lawful claim for Family Medical Leave, a "protected activity," based upon emotional distress proximately caused by the Defendants' retaliation, intimidation, and hostile work environment.
33. That Defendants representation to **(DeLisa)** that she could qualify for extended Family Medical Leave, provided **(DeLisa's)** Physician would fill out Defendant **(North Charleston's)** medical questionnaire form, was a misrepresentation and was an effort to try and interfere and retaliate and terminate **(DeLisa)** in violation of the Family Medical Leave Act.
34. That the acts and omissions of Defendants **(Mayor Summey)** and **(North Charleston)** amounted to retaliation and/or interference with **(DeLisa's)** right to extended (FMLA) benefits, a "protected activity."
35. That Defendants should be estopped from misrepresenting **(DeLisa's)** Physician's completed medical questionnaire form created by Defendant **(North Charleston)**.

36. That has a direct and proximate result of Defendants' retaliation and interference, **(DeLisa)** as suffered actual and punitive damages in an amount to be determined by a jury.
37. That **(DeLisa)** is entitled to an award of attorneys' fees, costs, and loss of interest on her liquidated salary.

**FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANTS (MAYOR SUMMEY)
(FIRST LADY SUMMEY) AND (NORTH CHARLESTON)
[STATE CLAIM - Wrongful Termination]**

38. That **(DeLisa)** adopts and re-alleges each prior Paragraph, where relevant and not inconsistent, as if set forth verbatim.
39. That **(DeLisa's)** termination from her employment was grossly negligent and reckless and, therefore, was void as against public policy. [S.C. Code §16-17-560 and *Ludwick v. This Minute of Carolina, Inc.*, 287 S.C. 219, 337 S.E.2d 213 (1985)].
40. That the Defendants failed to interview **(DeLisa)** regarding her complaint of a hostile work environment and Defendants failed to allow **(DeLisa)** to appeal or file a grievance regarding her termination.
41. That **(DeLisa's)** termination violated her Constitutional Rights to free speech, due process, equal protection of the laws and federal and state laws.
42. That as a direct and proximate result of Defendants' wrongful termination of **(DeLisa)**, she has suffered actual and punitive damages in an amount to be determined by a jury.
43. That **(DeLisa)** is entitled to an award of attorneys' fees, costs, and loss of interest on her liquidated salary.

**FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS (MAYOR SUMMEY)
(FIRST LADY SUMMEY) AND (NORTH CHARLESTON)
[STATE CLAIM - Intentional Infliction of Emotional Distress]**

44. That **(DeLisa)** adopts and re-alleges each prior Paragraph, where relevant and not inconsistent, as if set forth verbatim.
45. That Defendants intentionally and recklessly inflicted severe emotional distress, and was certain, or substantially certain, that such distress would result from the Defendants' conduct, the Defendants' conduct was so "extreme and outrageous" so as to exceed "all possible bands of decency" and was regarded as "atrocious and utterly intolerable in a civilized community."
46. That Defendants acts and omissions proximately caused **(DeLisa's)** emotional distress and the emotional distress suffered by **(DeLisa)** was so severe such that no reasonable person could be expected to endure the emotional distress.
47. That as a direct and proximate result of Defendants' acts and omissions, **(DeLisa)** has suffered physically and emotionally, actual and punitive damages, in an amount to be determined by a jury.
48. That **(DeLisa)** is entitled to an award of attorneys' fees, costs, and loss of interest on her liquidated salary.

**FOR A FIFTH CAUSE OF ACTION AGAINST DEFENDANTS (MAYOR SUMMEY)
(FIRST LADY SUMMEY) AND (NORTH CHARLESTON)
[Civil Conspiracy/Abuse of Power]**

49. That **(DeLisa)** adopts and re-alleges each prior Paragraph, where relevant and not inconsistent, as if set forth verbatim.

50. That on October 3, 2021, and shortly thereafter, all Defendants agreed to retaliate against **(DeLisa)** for her adult Son's political opinion and to commit an unlawful act or to commit a lawful act by unlawful means. (S.C. Code §16-17-560).

51. That as a direct and proximate result of Defendants' overt acts and omissions, Defendants were negligent, reckless, willful, wanton, and grossly negligent in the following particulars:

- a. That Defendants committed overt acts when Defendants requested an audit on October 3, 2021;
- b. That Defendants made **(DeLisa)** account for her time, even though she was a salaried employee;
- c. That Defendants made misrepresentations regarding **(DeLisa's)** request for extended (FMLA);
- d. That Defendants intentionally misrepresented the medical questionnaire form completed by **(DeLisa's)** Physician that was requested by the Defendants;
- e. That Defendants failed to have customary rules and policies prohibiting Defendants' conduct;
- f. That Defendants failed to allow **(DeLisa)** to have an opportunity to explain her February 4, 2022, complaint of hostile work environment;
- g. That Defendants failed to timely enforce its "Anti-Discrimination Policy;"
- h. That Defendants failed to afford **(DeLisa)** a grievance process regarding her termination as **(DeLisa)** did not refuse to show up for work, but rather she was medically unable to return to work;
- i. That Defendants failed to provide **(DeLisa)** reasonable time to respond to Defendants' demands;
- j. That Defendants willfully towed **(DeLisa's)** City owned vehicle from her private residence in a reckless overt act;
- k. That Defendant **(North Charleston)** failed to invoke and implement policies to protect female employees from Defendant **(Mayor Summey's)** unwanted and inappropriate sexual advances after Defendant **(North Charleston)** had actual

notice that Defendant (**Mayor Summey**) had sexually assaulted City Employees Dianne Greer and Paula Williams;

- l. That Defendants' overt acts, causing a hostile work environment was due to Defendants' actions and the improper and inadequate policies and procedures that allowed and enabled a pattern of gender discrimination to be maintained;
- m. That Defendant (**First Lady Summey**) retaliated and intimidated (**DeLisa**) due to her actual or constructive knowledge of her Husband, Defendant (**Mayor Summey's**) inappropriate past sexual contact with (**DeLisa**) and other female City of North Charleston employees; and
- n. That Defendants failed to use the degree of care that a reasonable person or municipal corporation would have used under similar circumstances.

All of which were the direct and proximate cause of (**DeLisa's**) damages.

52. That as a direct and proximate result of Defendants' acts and omissions, (**DeLisa**) has suffered, actual and punitive damages in an amount in excess of the minimal jurisdictional limit to be determined by a jury.

53. That (**DeLisa**) is entitled to an award of attorneys' fees, costs, and loss of interest on her liquidated salary.

WHEREFORE, (**DeLisa**) prays for the following relief:

- a. For a Trial by Jury and judgment as to the First Cause of Action, that (**DeLisa**) receive an award for actual and punitive damages, attorneys' fees and costs.
- b. For a Trial by Jury and judgment as to the Second Cause of Action, that (**DeLisa**) receive an award for actual and punitive damages, attorneys' fees and costs.
- c. For a Trial by Jury and judgment as to the Third Cause of Action, that (**DeLisa**) receive an award for actual and punitive damages, attorneys' fees and costs.
- d. For a Trial by Jury and judgment as to the Fourth Cause of Action, that (**DeLisa**) receive an award for actual and punitive damages, attorneys' fees and costs.

- e. For a Trial by Jury and judgment as to the Fifth Cause of Action, that **(DeLisa)** receive an award for actual and punitive damages, attorneys' fees and costs.
- f. For such other and further relief to which **(DeLisa)** may be entitled and as this Honorable Court may deem just and proper.

REQUEST FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a Trial by Jury, as enumerated and set forth in more detail in this Complaint.

Respectfully submitted:

LAW OFFICES OF DAVID E. MASSEY

/s/ Summer C. Tompkins
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Columbia, South Carolina
August 11, 2021