

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY)

Jeffrey Lance Cruce,)

Plaintiff(s))

vs.)

The Berkeley County School District,)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP-08- 131

Submitted By: Nancy Bloodgood
Address: 895 Island Park Drive, Suite 202, Charleston, SC
29492

SC Bar #: 6459
Telephone #: 843-972-0313
Fax #: 888-519-0934
Other: <^>
E-mail: nbloodgood@fosterfoster.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input checked="" type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | <input type="checkbox"/> Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20 <u>-NI-</u>
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | <input type="checkbox"/> Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | <input type="checkbox"/> Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| <input type="checkbox"/> Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | <input type="checkbox"/> Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture—Consent Order (850)
<input type="checkbox"/> Other (899) | <input type="checkbox"/> Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | <input type="checkbox"/> Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| <input type="checkbox"/> Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | | | |
| <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | | |

Submitting Party Signature:

Nancy Bloodgood

Date:

1/20/16

FILED
JAN 20 2016
CLERK OF COURT
BERKELEY COUNTY, SC

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Jeffrey Lance Cruce,)
)
 Plaintiff,)
)
 vs.)
)
 The Berkeley County School District,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 Case No.: 2016-CP-08- 131

SUMMONS
 HARRY P. BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC
 2016 JAN 20 PM 3:54
 FILED

TO THE DEFENDANT ABOVE NAMED:

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 to the Complaint to the subscriber at **Foster Law Firm, LLC 895 Island Park Drive, Suite 202, Charleston, South Carolina, 29492**, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, the Plaintiff will apply to the Court for the relief demanded in the Complaint and a judgment by default will be rendered against you.

FOSTER LAW FIRM, L.L.C.
Nancy Bloodgood
 Nancy Bloodgood, SC Bar No.: 6459
 Lucy C. Sanders, SC Bar No.: 78169
 895 Island Park Drive, Suite 202
 Daniel Island, SC 29492
 Telephone: (843) 972-0313
 Facsimile: (888) 519-0934
 Email: nbloodgood@fosterfoster.com
lsanders@fosterfoster.com
 Attorneys for Plaintiff

Charleston, South Carolina
 Date: 1/20/16

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS FOR
THE NINTH JUDICIAL CIRCUIT

Jeffrey Lance Cruce,)
)
Plaintiff,)

Case No.: 2016-CP-08- 131

vs.)

The Berkeley County School District,)
)
Defendant.)

COMPLAINT
(JURY TRIAL REQUESTED)

CLERK OF COURT
BERKELEY COUNTY, SC

2016 JAN 20 PM 3:54

FILED

This is a wrongful termination Complaint. Despite the State's and the public's concern about, and fear of, concussions among student athletes, Plaintiff Jeffrey Lance Cruce ("Coach Cruce") was wrongfully terminated as Head Football Coach and Athletic Director by the Principal of Berkeley High School for not making his student athletes "hit" more during football practices.

JURISDICTION AND VENUE

1. Coach Cruce is a citizen and resident of the County of Charleston, State of South Carolina and an employee of Defendant.
2. Defendant, the Berkeley County School District ("BCSD"), is the elected body charged with operating a public school system in Berkeley County pursuant to state law.
3. All actions pertinent to the allegations in this Complaint took place in Berkeley County.
4. Jurisdiction and venue is proper in this Court.

FACTS

5. Coach Cruce has twenty nine (29) years of experience in education and coaching.
6. Coach Cruce has been Defendant's Head Coach and Athlete Director since 1996

and an employee of Defendant's since 1991.

7. Coach Cruce has coached eleven (11) Region Championship teams in football in BCSD; one in 2014 at Berkeley High School and ten (10) in a row at Hanahan High School. He has served for fourteen (14) consecutive years as his region's coordinator for all sports; he established successful varsity and junior varsity programs in all sports as Athletic Director for Cane Bay High School during its startup; he was Athletic Director of the Year for Region VIII AAA in 2012 and 2014; he was Athletic Director of the Year for the region four times while Head Football Coach and Athletic Director at Hanahan High School. He has been VIII AAA Region Coordinator since 2010. He served as the AAA Football Coordinator for South Carolina (South Carolina High School League) from 2014-2015.

8. Coach Cruce was employed by Defendant as a teacher, Athletic Director and Head Football Coach at Berkeley High School from May 2011 until December 16, 2015.

9. These are three (3) separate and distinct job positions, and each has a different job description and separate compensation.

10. Coach Cruce had a continuing contract with Defendant for his teaching position; this contract was renewed year to year. There is no dispute that Coach Cruce's performance as a teacher was excellent and the Berkeley High School Principal Steven Steele certified that Coach Cruce met his goals each year and his teaching contract was renewed and has always been renewed each year.

11. Coach Cruce was an at-will employee in the other two (2) job positions he held at Berkeley High School - Athletic Director and Head Football Coach. He was paid additional annual compensation of \$13,460 for the Head Football Coach job position and \$18,900 for the Athletic Director job position.

12. As Athletic Director, Coach Cruce reported to the Principal and was paid an additional amount of salary to develop, maintain and provide a quality athletic program so every student has the opportunity to participate in extra-curricular activities “that will foster physical skills, sense of work and competence, knowledge and understanding of the sport and the principles of fair play.”

13. When Coach Cruce was wrongfully terminated from this position on December 16, 2015, there was no indication by the Principal that Coach Cruce had ever had any job performance problems related to this position.

14. The position of Athletic Director was at-will. Coach Cruce signed no contract to be Athletic Director as he did for his teacher position; he never received any goals from the Principal regarding this job position; and he never received any performance evaluations from the Principal for this job position.

15. The third position Coach Cruce held at Berkeley High School for which he was also paid an additional amount of salary was the position of Head Coach for the football program.

16. The job position for Head Coach required Coach Cruce to maintain “a sports program that is educationally sound, athletically productive, and creates a positive learning experience for students.” Coach Cruce’s job description also stated he was specifically tasked with being “responsible for “the health and safety of student athletes.”

17. Defendant’s job description requires the Head Coach to report to the Athletic Director (who was Coach Cruce) and the Principal.

18. The position of Head Coach was also at-will. Coach Cruce signed no contract to be Head Coach as he did for his teacher position; he never received any goals from the Principal

regarding this job position; and he never received any performance evaluations from the Principal.

19. Coach Cruce was terminated from this position on December 16, 2015 because Principal Steele did not approve of Coach Cruce's coaching philosophy which included less hitting during practice.

20. Coach Cruce was recruited and hired as Athletic Director and Head Coach to rebuild the School's problem-plagued football program and provide support to all of the school's athletic programs.

21. Coach Cruce has provided exemplary leadership in his role as Athletic Director, supporting all sports programs and instilling a "character matters" culture within the athletic programs.

22. Coach Cruce made significant progress in rebuilding the football program, winning the region football championship for Berkeley High School last year and currently boasting the most successful junior varsity and B teams in Berkeley High School's school history. Coach Cruce was named Athletic Director of the Year in 2014 by his peers in Region VIII AAA.

23. As Athletic Director at Berkeley High School, and throughout his twenty-one (21) year career as an Athletic Director in Berkeley County, the South Carolina High School League has conducted more than fifty (50) audits of Coach Cruce's athletic records and has never found a single violation.

24. Coach Cruce's personnel file has no record of any discipline for job performance issues.

25. Although Coach Cruce's coaching career has been exceptional, the Principal of

Berkeley High School, Steven Steele, has threatened to fire him on multiple occasions over the past four (4) years, including the first conversation he had with Coach Cruce when Steele became Principal in 2012. Steele has also attempted to micromanage coaching the football team since becoming Principal of Defendant School in 2012 even though this is Coach Cruce's job, not Steele's.

26. The relationship between Steven Steele and Coach Cruce was strained from the start. Almost immediately after becoming Principal Steele said to Coach Cruce, "I really don't like you."

27. When Coach Cruce asked Mr. Steele why he did not like him, Steele complained about two minor incidents; one had occurred eleven (11) years earlier in 2001 when Steele had been an assistant coach and Steele blamed Coach Cruce for reporting him to the head coach because Steele had talked badly about the head coach behind his back. The second incident Steele told Coach Cruce he was still angry about had occurred seven (7) years earlier in 2005 when Coach Cruce questioned Steele's ability to run a quality track meet. Steele told Coach Cruce he had been very offended when Coach Cruce had questioned his ability to run the track meet.

28. After becoming Principal, Steele refused to talk to Coach Cruce after football games and there was very little communication during the week between them. Steele told Coach Cruce that he frequently talked with Coach Cruce's critics in the community and some people in the community did not like him.

29. Coach Cruce became so discouraged at Steele's obvious disdain for him that he finally filed a formal grievance against Steele in 2013.

30. An additional reason for Coach Cruce's grievance was Steele's constant public

criticism and repeated threats to fire Coach Cruce whenever Berkeley High School's football team lost a game. Coach Cruce also complained in the grievance that Steele falsely blamed him for a lack of support from parents in the Athletic Booster Club, which was not true as the parents of Berkeley High School were very supportive of the sports programs.

31. The day after Coach Cruce filed the grievance in 2013, Steele terminated Coach Cruce stating he "wanted to go in a different direction with the football program."

32. Coach Cruce's wrongful and retaliatory discharge by Steele was reversed by Superintendent Dr. Rodney Thompson within twenty-four (24) hours.

33. Coach Cruce agreed to withdraw his 2013 grievance after he was reinstated by Rodney Thompson. As a condition of Coach Cruce withdrawing the grievance, Steele was required by Dr. Thompson to demonstrate his public support for Coach Cruce and work on his personal relationship with Coach Cruce. Steele told Dr. Thompson he would have weekly meetings with Coach Cruce.

34. Dr. Thompson also told Steele to repair the perception problems he had created in the community about Coach Cruce and to begin to publically support Coach Cruce. Steele agreed to meet once a week with Coach Cruce to repair their personal relationship but after a few meetings Steele stopped communicating with Coach Cruce again and there were no meetings at all in 2015.

35. After this incident, Steele arranged for an article to be published in the local newspaper to show the community Steele supported Coach Cruce. The article was published and Steele was quoted as supporting Coach Cruce in that article but it is the only time in four (4) years that Steele has publically supported Coach Cruce and it was only because he was forced to do so by Dr. Thompson as a condition of Coach Cruce dropping his grievance.

36. On December 16, 2015, after Dr. Thompson had left employment with Defendant and Defendant had hired a new Superintendent, Steele terminated Coach Cruce as Athletic Director and Head Football Coach for the second time.

37. The reason Coach Cruce was terminated the second time was because Steele wanted to dictate the style of coaching for the football program, which meant requiring more hitting in practice, regardless of Coach Cruce's objections and stated goal of preventing practice-related injuries and fatigue in his football players.

38. Steele told the community Coach Cruce was fired for having a losing season in 2015 (despite the School winning the region championship the previous season.) Defendant's job descriptions for the positions of Athletic Director and Head Coach do not require that a winning record be maintained every year.

39. Winning games is exciting and commendable, but in a high school setting, high school coaches are supposed to teach student athletes responsibility, teamwork, persistence, integrity, and dedication, all while keeping the student athletes safe – all of which Coach Cruce did for the student athletes at Berkeley High School.

40. In an attempt to make the termination of Coach Cruce as Head Coach and Athletic Director appear legitimate, Steele provided three (3) reasons for Coach Cruce's termination at the termination meeting on December 16th. The first two (2) reasons are absolutely false and the third reason, which is the real reason, violates the public policy of the State.

41. The first stated reason was that Coach Cruce failed to perform evaluations on his coaches, but in fact the evaluations had been completed and were on Coach Cruce's desk, available at any time to be reviewed by Mr. Steele.

42. Steele asked Coach Cruce to complete evaluations on all coaches for the first time

in the spring of 2015 (for the 2015 – 2016 school year.) Steele did not provide a template or suggest a format.

43. Coach Cruce obtained a sample evaluation form from an Athletic Director in Columbia whom he knew and reviewed it with Steele. Steele made minor changes and then approved the evaluation form. Coach Cruce completed the evaluations for all the coaches of fall sports by November 15th as he had been asked to do.

44. Steele never asked to see the evaluation forms before he terminated Coach Cruce for allegedly not completing the forms.

45. Several coaches told Coach Cruce before he was terminated that Charlie Harris, an Assistant Principal, was asking them if Coach Cruce had performed an evaluation on them. Prior to being terminated, Coach Cruce emailed Mr. Harris and told him he would be happy to answer any of his questions about the evaluations. Mr. Harris never responded to Coach Cruce's email.

46. As Coach Cruce did what was asked by completing the evaluation forms, this reason for termination is pretext; it was fabricated by Steele to justify Coach Cruce's termination.

47. Interestingly, Steele has never performed a single evaluation on Coach Cruce for the jobs of Head Coach or Athletic Director, nor has he ever set any performance goals for Coach Cruce regarding these two (2) jobs.

48. In a letter to Coach Cruce after he was terminated, Defendant's Superintendent informed Coach Cruce that his personnel file contained goals based performance evaluations for each of the years Coach Cruce has been at Berkeley High School. This is false. Steele never evaluated Coach Cruce's performance as Athletic Director or Head Coach; the only performance

evaluations in Coach Cruce's personnel file are for his teaching position.

49. Steele's second alleged reason for Coach Cruce's termination was that the Booster Club's membership had declined. Though the membership on paper declined, the Booster Club was thriving at the time of Coach Cruce's wrongful termination. Whereas in 2009 the Booster Club had \$12,000 in its treasury, in 2015 it had \$85,000.

50. Most importantly, parent membership in the Booster Club is not a listed responsibility in the job description of the Head Coach or the Athletic Director.

51. In short, the status of a volunteer, parent-driven organization, over which Coach Cruce has no authority and no responsibility is not a legitimate reason for his termination and is pretext. This reason was fabricated by Steele to justify his decision to fire Coach Cruce.

52. Steele's third stated reason is the real reason Mr. Steele terminated Coach Cruce – because Coach Cruce did not conduct more practices in which his football players engaged in full contact hitting.

53. Steele referred to this reason as “a philosophical difference” when he fired Coach Cruce on December 16, 2015. Deputy Superintendent Archie Franchini also stated this reason in Cruce's termination letter, describing it as a failure to meet a performance goal of “analytics.” There is no such thing as a performance goal of “analytics.”

54. In 2015, Coach Cruce implemented a new football varsity practice structure in which he limited full contact hitting to one (1) practice per week.

55. Coach Cruce's philosophy, which he mentioned to Steele during a five (5) minute, impromptu conversation on July 30th, included a much faster pace of practice, very limited hitting during practices, and running offensive plays on 4th downs. To support the faster pace of practice, full contact hitting is necessarily limited to prevent fatigue and injury and ensure

optimal condition of players for the games.

56. On July 30th, when Coach Cruce mentioned this change in practice and offensive strategy to Steele which necessarily required less hitting, Steele expressed his strong disapproval.

57. Berkeley had a 3 and 7 record for the 2015 season. Though his team had a losing season, Coach Cruce's new offensive strategy succeeded. His offense showed an increase of 50% in yards per game and there were 33% more offensive plays.

58. Also, due to limiting full contact hitting in varsity practices, in 2015 the practice-related injuries that prevented a player from playing a game were drastically reduced from the year before.

59. A necessary requirement of Coach Cruce's philosophy (or analytics as Steele and Franchini called it) required less hitting in practice.

60. After the July 30th conversation when Steele again threatened to fire Coach Cruce because he did not like the way he coached, Coach Cruce wanted to file a second grievance against Steele but he was advised not to by Director of Pupil Services Charlie Davis.

61. On November 18th, after the season was over, Coach Cruce and Steele met again and Steele told Cruce, "The community does not think you hit enough in practice and I agree."

62. Coach Cruce was stunned that Steele told him he agreed with critics in the community who thought there was not enough hitting during football practices.

63. When Coach Cruce left the meeting he told Coach Gary Christensen, "You are not going to believe what Steele just said to me." Steel's statement about wanting more hitting during football practices was particularly shocking given the current overwhelming public concern about player safety and concussions and the requirements of state law.

64. For the next month, Steele had no contact with Coach Cruce at all until he

terminated him. In fact, the last statement Steele made to Coach Cruce before calling Coach Cruce into his office to terminate him was, "The community does not think you hit enough in practice and I agree."

65. Steele called Coach Cruce to his office on December 16th, handed him a prepared termination letter and terminated him as Head Football Coach and Athletic Director.

66. Steele demoted Coach Cruce from a driver's education teacher to the position of guidance counselor at a middle school in the District. Defendant was aware at the time of this demotion that Coach Cruce had not been a guidance counsellor for twenty-five (25) years. The new position was not discussed with Coach Cruce in advance and no one gave him any opportunity to choose a different position.

67. This demotion is a set up for failure. In fact, the Superintendent admitted as much in her letter written to Coach Cruce on January 8, 2015 when she noted she would have to assign someone to "provide you with **extensive training** and support to bring you up to date..." so he could adequately perform the job of guidance counselor.

68. On January 6, 2016, Coach Cruce and undersigned counsel met with Defendant's Superintendent in an attempt to resolve this situation without litigation.

69. The day after this meeting Coach Cruce's former office was ransacked. Student athletes' files that contained private medical information were opened and perused by several different people, evidently looking for something "irregular" in the files.

70. Coach Gary Christensen, a known friend of Coach Cruce's, discovered on January 7th that all of his football files had been deleted from his computer and a thumb drive stolen out of his office. Christensen complained to Steele about these actions.

71. In an attempt to justify the office ransacking, on January 7, 2016 Chris Stevens,

Berkeley High School's athletic trainer, sent an email to many of Coach Cruce's former co-workers and subordinates implying Coach Cruce had not properly maintained student athlete files while Athletic Director, which is false and defamatory.

72. The defamatory email stated in part, "After spending some time looking through files it has come to my attention that there could be some documents that could be misplaced and others that are out of order."

73. The next day on January 8th, evidently unaware Coach Cruce's office had been ransacked, the Superintendent sent Coach Cruce a letter which contained even more inaccuracies.

74. In the letter, the Superintendent relied on irrelevant statements taken out of context from a Kansas City paper article dated September 2015 to justify Coach Cruce's termination based on "analytics."

75. The Superintendent's January 8th letter also repeated a false statement included in the termination letter sent to Coach Cruce by Archie Franchini that stated Steele had determined "Coach Cruce's ability to be effective as Athletic Director had been impaired." This was a new reason never mentioned by Steele or Franchini to Cruce when he was terminated.

76. In fact, Coach Cruce's performance as Athletic Director had never been criticized by Steele. One of the few good things Steele had ever said to Coach Cruce involved his actions as Athletic Director. In September of 2015, Steele told Coach Cruce he was one of the best Athletic Directors in South Carolina.

77. During the termination meeting with Steele and Franchini, neither Steele or Franchini made any reference to Coach Cruce's performance as Athletic Director, probably because Coach Cruce had been chosen as Athletic Director of the Year for Region VIII AAA

two (2) of the last four (4) years.

78. The Superintendent's January 8th letter also falsely stated Coach Cruce's reassignment to a guidance counselor position in a middle school was based on his "failure to meet goals agreed upon between Coach Cruce and Steele" at a meeting held on July 30, 2015. First, there was no such meeting and second, no such goals existed or were ever set by Steele.

79. Between July 28th and July 30th, Coach Cruce was in all day meetings with his football staff preparing for the season. The only time Coach Cruce saw Steele on July 30th was when Coach Cruce went to get his mail in the main office and Coach Cruce initiated a brief conversation by stopping by Steele's office. There was no scheduled meeting and Steele had not invited Coach Cruce to meet with him. The conversation lasted only a few minutes and there was no talk of "goals."

80. The Superintendent's January 8th letter also errs by attempting to justify Coach Cruce's termination based on the recent coaches' performance evaluation forms that Steele reviewed and approved before Coach Cruce used them. The Superintendent fails to mention in her letter that she was told at the January 6th meeting (as Steele had been told at the December 16th meeting) that the coaches' performance evaluations were complete. Steele and the Superintendent ignored this fact and fired Coach Cruce anyway on the false basis they were not complete. Steele never asked for these forms and clearly he had already decided to assume they were not completed so he would have a reason to terminate Coach Cruce.

81. Coach Cruce had not yet provided the Coaches' evaluations to Steele because Steele never asked for them.

82. The Superintendent also falsely stated in her January 8th letter that Coach Cruce had performed performance evaluations on Coach Cruce and set goals for him. She could easily

have learned this statement was false had she asked to see the Athletic Director or Head Football Coach performance evaluations- there are none.

83. Steele never provided any written or verbal goals to Coach Cruce; he just repeatedly threatened him with his job if he did not win enough games.

84. Coach Cruce was fired because Steele did not like his style of coaching which required less hitting for a faster paced, more offensively focused game.

85. Defendant's endorsement of Steele's desire for more hitting during practice is inexcusable.

86. Despite 19 high school football players' deaths this year and the wide-spread national attention given to head injuries and concussions among high school players, Steele has criticized the football team's weekday practices for not involving full pads and more hitting - a practice Coach Cruce and all responsible college and high school coaches concerned about player injuries have moved away from, and Defendant has allowed its agent Steele to terminate Coach Cruce as Head Coach and Athletic Director for this reason.

87. The NFHS (National Federation of State High School Associations) recommends in its *Report from the July 2014 NFHS Concussion Summit Task Force*, "full-contact should be limited during the regular season"; "full-contact be allowed in no more than 2-3 practices per week"; and "during pre-season twice-daily practices, only one session per day should include full contact."

88. Coach Cruce was fired for his progressive coaching approach to player safety which tried to protect student athletes from concussions by limiting hitting and he was retaliated against for abiding by the NFHS guidelines and state law.

FOR A FIRST CAUSE OF ACTION
(Wrongful Termination in Violation of Public Policy)

89. Coach Cruce incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

90. Defendant improperly conditioned Coach Cruce's continued employment on Coach Cruce's agreement to require student athletes to "hit more" during weekly practices.

91. Defendant improperly conditioned Plaintiff's continued employment on his agreement to commit acts that violate the public policy of this State as set forth in the South Carolina Constitution, Article XII, Section 1. "The health, welfare, and safety of the lives and property of the people of this State... are matters of public concern." (*Id.*)

92. The health and safety of student athletes are a matter of public concern.

93. Defendant improperly conditioned Plaintiff's continued employment on his agreement to commit acts that violate the public policy of this State as set forth in the South Carolina Code of Laws, Title 59, Chapter 63 which require DHEC and the Department of Education to post on DHEC's website the nationally recognized guidelines and procedures regarding the identification and management of concussions and to post model policies that incorporate best practices guidelines for the management of concussions. S.C. Code § 59-63-75.

94. The purpose of this state law is to protect student athletes.

95. Violations this law can result in liability if athletic trainers act in a grossly negligent or willful manner.

96. As a result of Plaintiff's refusal to acquiesce to violations of South Carolina law, Defendant terminated Plaintiff's employment as Athletic Director and Head Coach.

97. Defendant's termination of Plaintiff's employment violates the public policy of the State of South Carolina.

98. Coach Cruce has suffered actual and consequential damages as a result of

Defendant's wrongful acts.

FOR A SECOND CAUSE OF ACTION
(Defamation *Per Se*)

99. Coach Cruce incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

100. Defendant's agents have made false and defamatory statements about Plaintiff's fitness for his profession to employees, students, volunteers, potential employers, and members of the community.

101. Defendant's agents, acting within the scope of their authority, have made these false statements about Coach Cruce with conscious indifference to and complete disregard of the truth of their statements and the effect that the false statements would have on Coach Cruce and his career.

102. Defendant's statements are plain in meaning and constitute defamation *per se* as they stated Coach Cruce was unfit for hi profession.

103. Defendant's statements were made with common law malice.

104. The defamatory statements and actions were not privileged due to the manner and circumstances surrounding their publication.

105. Defendant's statements have damaged Plaintiff's personal and professional reputation.

106. Coach Cruce has suffered damages in the form of severe psychological harm, emotional distress, anxiety, pain and suffering, inconvenience, mental anguish, loss of enjoyment of life, embarrassment, humiliation, physical injuries, and injury to his personal and professional reputation and seeks actual and punitive damages, costs of this action and pre and post judgment interest from Defendant.

Wherefore, having fully stated his Complaint against Defendant, Plaintiff prays for all available relief, including an award of lost wages, benefits, and other earnings, as well as other actual, consequential, and compensatory damages, including front pay, resulting from Defendant's conduct complained of herein, attorney fees per S.C. Code § 15-77-300, and all other legal and equitable relief as the Court deems appropriate, including, but not limited, to the costs of this action and post-judgment interest.

FOSTER LAW FIRM, L.L.C.



Nancy Bloodgood, SC Bar No.: 6459
Lucy C. Sanders, SC Bar No.: 78169
895 Island Park Drive, Suite 202
Daniel Island, SC 29492
Telephone: (843) 972-0313
Facsimile: (888) 519-0934
Email: nbloodgood@fosterfoster.com
lsanders@fosterfoster.com

Attorneys for Plaintiff

Charleston, South Carolina

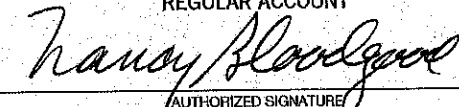
Date: 1/20/16

CHECK

DATE	DESCRIPTION	INVOICE #	AMOUNT	DEDUCTION	NET AMOUNT
------	-------------	-----------	--------	-----------	------------

1/20/16

CHECK DATE 1/20/16	CONTROL NUMBER	TOTALS ▶ 150.00
-----------------------	----------------	-----------------

FOSTER LAW FIRM, L.L.C. ATTORNEYS AT LAW P.O. BOX 2123 GREENVILLE, SC 29602		THE PALMETTO BANK GREENVILLE, SC 29601 67-118-532		58149
PAY <i>One Hundred Fifty + 00/100</i> TO THE ORDER OF <i>Berkley County Clerk of Court</i>		DATE <i>1/20/16</i>	CHECK	AMOUNT <i>150.00</i>
		FOSTER LAW FIRM, L.L.C. REGULAR ACCOUNT  AUTHORIZED SIGNATURE		

⑈00058149⑈ ⑆053201186⑆ 041014006⑈

FOSTER LAW FIRM, L.L.C. ATTORNEYS AT LAW

58149

Jeffrey Cruce - 12444
Filing Fee - complaint - \$150.00
Berkley County Clerk of Court