

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT**

Nicole M. Pioli,

Civil Action No.: _____

Plaintiff,

SUMMONS

v.

(Jury Trial Demanded)

Great Oak Equine Assisted Programs,
Shawna Dietrich, Gary Finnan, and Grace
Flanders,

Defendants.

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and notified that an action has been filed against you in this court. Within 30 days after service hereof, exclusive of the day of such service, you must respond in writing to this Complaint by filing an Answer with this court. You must also serve a copy of your Answer to this Complaint upon the Plaintiff or the Plaintiff's Attorney at the address shown below. If you fail to answer the Complaint, judgment by default could be rendered against you for the relief requested in the Complaint.

Respectfully submitted,

s/Jack E. Cohoon

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Columbia, South Carolina
December 1, 2023

ATTORNEYS FOR PLAINTIFF

**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT**

Nicole M. Pioli,

Civil Action No.: _____

Plaintiff,

VERIFIED COMPLAINT

v.

(Jury Trial Demanded)

Great Oak Equine Assisted Programs,
Shawna Dietrich, Gary Finnan, and Grace
Flanders,

(Declaratory and Injunctive Relief Pursuant to
the South Carolina Freedom of Information
Act, Defamation, Civil Conspiracy)

Defendants.

Plaintiff Nicole M. Pioli, complaining of Defendants Great Oak Equine Assisted Programs, Shawna Dietrich, Gary Finnan, and Grace Flanders, would respectfully show this Court as follows:

NATURE OF THE ACTION

1. This action arises out of Defendants’ attempted termination of Plaintiff in a manner that violated the South Carolina Freedom of Information Act and their own bylaws, and related tortious conduct of Defendants.
2. Plaintiff seeks a declaratory judgment, injunctive relief, and attorney’s fees for Defendants’ violations of FOIA, and damages for Defendants’ defamation and civil conspiracy.

PARTIES, JURISDICTION, AND VENUE

3. Plaintiff is a citizen and resident of Aiken County, South Carolina.
4. Defendant Great Oak Equine Assisted Programs is a 501(c)(3) Nonprofit with its principal place of business in Aiken County, South Carolina.

5. This suit is brought against Defendant Shawna Dietrich in her official and individual capacities; upon information and belief, Defendant Dietrich is a citizen and resident of Aiken County, South Carolina.

6. This suit is brought against Defendant Gary Finnan in his official and individual capacities; upon information and belief, Defendant Finnan is a resident of Aiken County, South Carolina.

7. This suit is brought against Defendant Grace Flanders in her individual capacities; Defendant Grace Flanders is believed to be a citizen and resident of Aiken County, South Carolina.

8. The Court has jurisdiction under Article V, Section 11 of the South Carolina Constitution, South Carolina Code § 30-4-100 of the FOIA, and South Carolina Code § 15-53-20 of the Declaratory Judgment Act.

9. Venue is proper under South Carolina Code §§ 15-7-20(2) & 15-7-30(C), because the acts and occurrences at issue occurred in Aiken County and the public body at issue is all present in Aiken County.

FACTUAL ALLEGATIONS

10. Plaintiff has dedicated her career to therapies for persons with disabilities and equine assisted programs. She was a hardworking and devoted employee of Defendant Great Oak Equine Assisted Programs (“Great Oak”) for six years and played a vital role in the building and governing of Great Oak.

11. Plaintiff began at Great Oak as the Program and Volunteer Coordinator, helping to develop the organization’s policies and procedures. She was later promoted to Director, then Executive Director, of Great Oak.

12. She loyally built and managed most of what Great Oak is today, garnering significant goodwill throughout the community, the region, and the world for the 501(c)(3) organization.

13. Under her directorship, Great Oak was awarded and acknowledged regionally, nationally, and internationally for its dedication to persons with disabilities, vulnerable adults, and equine assisted services. Plaintiff even contributed her own animals to serve the participants in Great Oak's programs.

14. In late October 2022, while she was visiting Great Oak's facilities, Board Member Wendy O'Brien told Plaintiff that she wanted to hire Defendant Gary Finnan as CEO of Great Oak.

15. Plaintiff knew that Defendant Finnan was the husband of Eva Finnan, a Great Oak employee, and that Finnan had previously been involved with Great Oak. Plaintiff was aware that, during a prior dealing with Great Oak, Finnan failed to disclose a potential conflict to the Board.

16. Ms. O'Brien and Defendant Finnan then entered into a private agreement hiring Defendant Finnan to serve as an advisor to Great Oak. (See **Exhibit A**, Email from Shawna Dietrich.)

17. Plaintiff raised concerns about this agreement because Defendant Finnan was married to Eva Finnan, who was Ms. Pioli's direct subordinate. (**Exhibit B**.)

18. Plaintiff also expressed concerns about the ill-defined advisory role Defendant Finnan had been given without the required two-third majority of a quorum for approval from the Board and the fact that no other candidates had been interviewed for the role despite the usual process of interviewing multiple candidates.

19. Despite her concerns, Plaintiff cooperated with Defendant Finnan's onboarding and strategic planning.

20. Over the next month, Plaintiff met with Defendant Finnan several times, gave feedback on his suggested planning processes to the best of her ability, and acted in the best interest of Great Oak as its Executive Director.

21. During these meetings with Defendant Finnan, as well as meetings with Great Oak Board Members, Plaintiff continued to question how the Board planned to deal with the conflicts of interest and violation of Great Oak's Bylaws.

22. On December 6, 2022, Great Oak's Executive Committee met. Plaintiff believes the Executive Committee discussed Plaintiff's forced resignation at this meeting.

23. Executive Committee members included Shawna Dietrich, Chair; Wendy O'Brien, Vice Chair; Tony Rickard, Treasurer; Judy McConnell, Secretary; and Mit Carothers, At-Large Member.

24. On December 7, 2022, Defendant Shawna Dietrich sent an email to the Board calling for a vote to request Plaintiff's immediate termination. **(Exhibit C.)**

25. In her email Defendant Dietrich misrepresented that Plaintiff could no longer execute the Board's wishes because she had "voiced that she [was] unwilling to with work [Great Oak's] advisor, Gary Finnan and other Board members." Dietrich asked for votes to be returned via email the following day.

26. Another Board Member, Jensen Jennings, responded via email and challenged Defendant Dietrich's attempt to make a decision of such magnitude without a formal meeting as required by the Bylaws. Mr. Jennings requested a special session and a more detailed summary supporting Plaintiff's forced resignation.

27. In response to Mr. Jennings' email, Defendant Dietrich wrote "That is ok. Special Session at Farmhouse tomorrow Thursday at 5:00. It will last 1 hour or less, not to drag on all night. Zoom can be set up. Those who have not already voted can choose to do so after this meeting."

28. On December 8, the Board held a Special Session at 5:00 p.m. during which the Board entered an Executive Session. (**Exhibit D**, Meeting Minutes.)

29. During the meeting, Great Oak volunteers who attended to testify on Plaintiff's behalf were treated poorly and kicked out of the meeting by Executive Committee Member Tony Rickard.

30. The Board then voted to enter an Executive Session but failed to state the specific purpose of the session.

31. Following the Executive Session, a vote was taken to offer Ms. Pioli an opportunity to resign. The vote was not unanimous.

32. The Board discussed a severance package if Plaintiff resigned and a different severance package if she refused to resign. However, no votes were taken on these proposals.

33. Neither the Executive Committee nor the Board took or recorded a vote in favor of Ms. Pioli's termination. Nor was there a formal presentation offered to the Board of substantive reasons for asking her to resign. (**Exhibit E**, Affidavit of Robert Cudlip; **Exhibit F**, Affidavit of Milly Ann Epps.)

34. On December 9, 2022, Defendant Dietrich sent Ms. Pioli a termination letter by mail and email. (**Exhibit G**.)

35. Great Oak is a 501(c)(3) nonprofit organized under the laws of South Carolina.

36. Great Oak's Bylaws provide certain requirements for removing an executive director by the Board of Directors.

37. Great Oak's July 2022 bylaws require at least three days' notice to the Board for specially called meetings. (**Exhibit H**, Great Oak's Bylaws, Article VI, Sec. 5.)

38. The required notice was not provided to the Board for the December 8, 2022 Special Session during which the vote was taken to offer Plaintiff an opportunity to resign.

39. Defendant Great Oak is funded, at least in part, by public funds, including Special Olympics funding from the South Carolina Department of Disabilities and Special Needs and SC CARES Act funding.

40. As an organization supported in whole or in part by public funds, Defendant Great Oak is a public body within the meaning of S.C. Code § 30-4-20 of the South Carolina Freedom of Information Act.

41. Upon information and belief, Defendants intentionally withheld public disclosure of the Special Session held on December 8, 2022, in order to circumvent the requirements of FOIA and to avoid public knowledge of the event.

42. As referenced above, neither the Executive Committee nor the Board voted to terminate Plaintiff. The Board only voted on offering Plaintiff the opportunity to resign.

43. By terminating Plaintiff, Great Oak took action without a meeting and without written consent as required by Article III, Section 12 of Great Oak's Bylaws.

44. Without a vote to terminate, the supposed termination is void and Plaintiff remains the Executive Director of Great Oak, with a right to all compensation and benefits of that position.

45. On December 11, at 3:30 a.m., Defendant Finnan sent Plaintiff and Defendant Dietrich an email with the subject line "Magic!" in which he made an overture for Plaintiff's return. (**Exhibit I.**) Defendant Dietrich refused to entertain any thought of Ms. Pioli returning via an email response at 10:55 a.m.

46. Defendant Dietrich stated to Great Oak's Board via email that she would resign immediately if the Board wanted to entertain a second chance for Plaintiff. (**Exhibit J.**)

47. On December 13, Great Oak's Volunteer Coordinator, Grace Flanders, published the following statement from the Board via email:

"In preparing for Great Oak's growth, it was necessary to seek professional and strategic support for the Board and Executive Director. Unfortunately, Nicole, as our Executive Director, **stated that she would not participate in this process.** Consequently, in the best interests of Great Oak and our commitment to our mission, we had no choice but to ask for Nicole's resignation which led to her termination." [emphasis added].

(**Exhibit K**) (emphasis added).

48. The Board never authorized this statement. There was no vote. And there was active disagreement amongst Board Members about the propriety of this language. (See **Exhibit L**, Email chain "Saturday Thoughts"; **Exhibit M**, Email "Statement of Transition".)

49. Moreover, this statement is false, as Plaintiff never refused to participate in any process. Though she had reasonable ethical concerns regarding Defendant Finnan,

she met with Finnan as part of his advisory planning process and was in full participation of such at a pace of appropriate performance.

50. Great Oak Board Member Michael Sullivan later stated to a member of the community that during her employment at Great Oak, Plaintiff never managed up and he would not recommend her for a charity job in the future, even though Mr. Sullivan voted in favor of each of Plaintiff's promotions during her tenure.

51. Plaintiff highly values her professional reputation throughout the Southeast and Mid-Atlantic Regions. She has worked diligently in the disabilities, vulnerable adults, and equine management industries since 2004.

52. Defendants' public statements regarding Plaintiff's alleged termination from Great Oak damaged her professional reputation.

53. As a result of Defendants' misconduct, Plaintiff has suffered actual damages, including loss of income and physical, mental, and emotional duress. Great Oak also withheld Plaintiff's personal property for several months following her alleged termination causing her further harm.

FOR A FIRST CAUSE OF ACTION
Against Defendant Great Oak Equine Assisted Programs
Breach of the Freedom of Information Act

54. Plaintiff restates the above allegations where consistent.

55. Great Oak's Board convened an illegal meeting on December 7, 2022, through the email exchange initiated by Defendant Dietrich.

56. S.C. Code § 30-4-60 requires that "[e]very meeting of all public bodies shall be open to the public unless closed pursuant to § 30-4-70 of this chapter."

57. S.C. Code § 30-4-70(b) prohibits a public body from taking “any action in executive session. The members of a public body may not commit the body to a course of action by a polling of members in executive session.”

58. S.C. Code § 30-4-20(d) defines a “meeting” as the “convening of a quorum of the constituent membership of a public body, whether corporal or by means of electronic equipment, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power.”

59. S.C. Code § 30-4-70(c) states that “[n]o chance meeting, social meeting, or electronic communication may be used in circumvention of the spirit of requirements of this chapter to act upon a matter over which the public body has supervision, control, jurisdiction, or advisory power.”

60. Defendant Dietrich violated FOIA through her emails not only by circumventing the spirit of FOIA, but by attempting to take action in a closed, illegal executive session when Dietrich made a motion to request Plaintiff’s resignation.

61. Moreover, Great Oak’s meeting on December 8 was an illegal meeting in violation of FOIA by failing to provide public notice of the meeting in a publicly accessible place at least 24 hours in advance and post an agenda for the meeting no later than twenty-four hours prior to the meeting.

62. S.C. Code § 30-4-70(b) states that “[b]efore going into executive session the public agency shall vote in public on the question and when the vote is favorable, the presiding officer shall announce the specific purpose of the executive session. As used in this subsection, ‘specific purpose’ means a description of the matter to be discussed as identified in items (1) through (5) of subsection (a) of this section.”

63. When Great Oak's Board went into executive session on December 8, 2022, presumably to discuss Plaintiff's resignation, the Board failed to publicly announce the specific purpose of the session.

64. Defendant Great Oak has caused Plaintiff to suffer an irreparable injury for which no adequate remedy at law exists. As such, Plaintiff is entitled to an Order from this Court declaring that Defendant Great Oak has violated FOIA in particulars described above and declaring that:

- a. The email conversation among a quorum of Great Oak's Board Members in which Defendant Dietrich asked for the Board to vote on Plaintiff's termination constituted an unlawful secret meeting without public notice in violation of S.C. Code Ann. § 34-4-60;
- b. Great Oak's December 8, 2022 Special Session was an unlawful secret meeting that failed to give appropriate public notice as required by S.C. Code Ann. § 30-4-80(a);
- c. Great Oak's Board went into an executive session without publicly announcing the specific purpose in violation of S.C. Code Ann. § 30-4-70(b); and
- d. Based on these violations, Great Oak's attempted termination of Plaintiff is void and without legal effect.

65. Plaintiff is entitled to injunctive relief invalidating Great Oak's actions terminating her as Executive Director.

66. Plaintiff requests that the Court exercise its equity power under FOIA to void Great Oak's attempted termination of her through conduct that violates FOIA.

67. Plaintiff respectfully requests reasonable attorney's fees and costs as provided in S.C. Code Ann. § 30-4-100(B).

FOR A SECOND CAUSE OF ACTION
As To Defendant Great Oak Equine Assisted Programs
Declaratory Judgment

68. Plaintiff restates the above allegations where consistent.

69. A real, substantial, and justiciable controversy, as more fully set both above, by and between Plaintiff and Defendants.

70. Plaintiff is entitled to a declaration that:

- a. Great Oak's violated Article VI, Section 5 of its own Bylaws in holding the December 8, 2022 Special Session without giving three days' notice to the Board;
- b. By terminating Plaintiff, Great Oak took action without a meeting and without written consent as required by Article III, Section 12 of Great Oak's Bylaws; and
- c. Based on these violations, Great Oak's termination of Plaintiff is void and without legal effect.

71. Plaintiff respectfully requests payment for the costs of this action as the Court deems equitable and just pursuant to S.C. Code Ann. § 15-53-100.

FOR A THIRD CAUSE OF ACTION
Against Defendants Shawna Dietrich and Gary Finnan
Civil Conspiracy

72. Plaintiff restates the above allegations where consistent.

73. Defendants Shawna Dietrich and Gary Finnan combined and conspired together for the purpose of injuring Plaintiff. Specifically, these Defendants conspired to remove Plaintiff from her position as Great Oak's Executive Director.

74. Defendants Dietrich and Finnan represented to Great Oak Board Members and staff that Plaintiff was refusing to cooperate with Great Oak's strategic planning.

75. Defendant Dietrich moved Great Oak's Board to vote for Plaintiff's removal from her position via email on December 7, 2022 and at a Special Session on December 8, 2022.

76. Defendant Dietrich drafted a letter to Plaintiff terminating her employment.

77. Defendant Finnan mailed the letter to Plaintiff.

78. Defendant Dietrich stated she would resign immediately if Plaintiff was given a chance to return.

79. The purpose of this conduct was to injure Plaintiff—specifically, to cause her to be terminated, to embarrass her, and to harm her reputation.

80. As a direct and proximate result of these Defendants' actions, Plaintiff has suffered special damages, including, but not limited to, lost earnings, lost benefits, damage to her reputation, the costs and fees of prosecuting this action, humiliation, and emotional distress.

FOR A FOURTH CAUSE OF ACTION
As to Defendants Shawna Dietrich and Grace Flanders
Defamation Per Se

81. Plaintiff restates the above allegations where consistent.

82. Plaintiff has worked for decades to build her professional reputation of service to people with disabilities and in the education, government, charitable, and nonprofit industries.

83. Plaintiff's career is dependent on her ability to maintain a reputation for responsible and ethical behavior.

84. Defendant Flanders, at the direction of Defendant Dietrich, publicly distributed the following statement, purportedly from Great Oak's Board:

"In preparing for Great Oak's growth, it was necessary to seek professional and strategic support for the Board and Executive Director. Unfortunately, Nicole, as our Executive Director, **stated that she would not participate in this process.** Consequently, in the best interests of Great Oak and our commitment to our mission, we had no choice but to ask for Nicole's resignation which led to her termination." [emphasis added].

(Exhibit K) (emphasis added).

85. Defendants' communications about Plaintiff were false.

86. Defendants' communications were published in bad faith and without any reasonable effort to first determine the truth or falsity of the allegations they contained.

87. Defendants' communications constitute defamation *per se* because they concern Plaintiff's alleged unfitness to participate in her profession.

88. Defendants' communications are not privileged under absolute privilege, as Great Oak is neither a legislative body nor were the statements made in the context of judicial proceedings.

89. Defendants' communications are not privileged under qualified privilege, as the communications were made recklessly and not in good faith, did not uphold any interest of Great Oak, were not limited in the scope of its purpose, were not published

under proper occasion, and were not published in a proper manner and to proper parties only.

90. As a result of Defendants' published statement, Plaintiff has suffered actual damages, including loss of income, career opportunities, mental anguish, humiliation, harm to her reputation, and loss of sleep.

91. Plaintiff is entitled to recover actual and punitive damages from Defendants in an amount to be determined by the jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests the Court to enter judgment in her favor against Defendants, and to afford her the following relief:

- A. Relief pursuant to the South Carolina Freedom of Information Act:
 - i. Declaratory relief pursuant to S.C. Code Ann. § 30-4-100 as set forth above.
 - ii. Injunctive relief pursuant to S.C. Code Ann. § 30-4-100 declaring Defendants' attempted termination of Plaintiff is void based upon the violations of FOIA, determining Plaintiff to currently hold the position of Executive Director of Great Oak, and ordering payment of all compensation, including benefits, she would have received but for Defendants' wrongful acts, as well as removal from Plaintiff's personnel file any information pertaining to the purported reason for her discharge; and
 - iii. Reasonable attorney's fees and costs as provided in S.C. Code Ann. § 30-4-100(B).
- B. Relief under the South Carolina Uniform Declaratory Judgment Act in the form of a declaration pursuant to S.C. Code Ann. § 15-52-20 that Defendants' attempted termination of Plaintiff is void based upon the violations of Great Oak's own Bylaws, determining Plaintiff to currently hold the position of Executive Director of Great Oak, and ordering payment of all

compensation, including benefits, she would have received but for Defendants' wrongful acts, as well as removal from Plaintiff's personnel file any information pertaining to the purported reason for her discharge;

- C. Injunctive relief pursuant to South Carolina Rule of Civil Procedure 65 declaring Defendants' attempted termination of Plaintiff is void based upon the violations of Great Oak's Bylaws, determining Plaintiff to currently hold the position of Executive Director of Great Oak, and ordering payment of all compensation, including benefits, she would have received but for Defendants' wrongful acts, as well as removal from Plaintiff's personnel file any information pertaining to the purported reason for her discharge;
- D. Compensatory damages, punitive damages, and reasonable attorney's fees associated with Plaintiff's common law claims; and
- E. Such other legal and equitable relief as may be deemed just and proper under the circumstances.

Respectfully submitted,

s/Jack E. Cohoon

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Columbia, South Carolina
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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
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Nicole M. Pioli,

Civil Action No.: _____

Plaintiff,

v.

VERIFICATION

Great Oak Equine Assisted Programs,
Shawna Dietrich, Gary Finnan, and Grace
Flanders,

Defendants.

Personally appeared before me, Nicole M. Pioli, who being first duly sworn, states
as follows:

1. I am the Plaintiff in the above-captioned action.
2. I have read the Complaint in the above-captioned action and know the contents thereof and that the same is true of my own knowledge, except as matters therein stated to be alleged on information and belief; and to those matters I believe them to be true.



Nicole M. Pioli

SWORN TO AND SUBSCRIBED before me
this 1 day of Dec, 2023



Tresa Wolfe
Notary Public For South Carolina

My Commission Expires 11/14/2029