

NORTH CAROLINA

ROCKINGHAM COUNTY

FILED

2021 MAR 10 P 4:02

ROCKINGHAM CO., C.S.C.

RODNEY SHOTWELL, BY

15 Dep

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

21 CVS 680

Plaintiff;

v.

ROCKINGHAM COUNTY SCHOOLS
BOARD OF EDUCATION;

Defendant.

EMERGENCY *EX PARTE*
TEMPORARY RESTRAINING ORDER

THIS MATTER, having come on for hearing *ex parte* by motion of Plaintiff, pursuant to N.C. Gen. Stat. 1A-1, Rule 65(b), and it is appearing from Plaintiff's verified complaint, motion, and affidavit that a Temporary Restraining Order should issue.

THE COURT HEREBY MAKES AND ENTERS the following findings of fact and conclusions of law:

1. Plaintiff is likely to succeed on the merits of the claims stated in his complaint.
2. Defendant will not be unreasonably burdened by entry of a temporary restraining order.
3. Plaintiff is entitled to a temporary restraining order to enjoin his dismissal until the Court has heard from both parties as to whether a preliminary injunction should issue pursuant to N.C. Gen. Stat. 1A-1, Rule 65.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. That Defendant shall not process Plaintiff's termination pending further order of this Court.
2. That the bond in this matter shall be set at \$0 because of the nature of this injunction.
3. That any violation of this Order while the same remains in force and effect is a contempt of court and shall be punishable by the civil and criminal contempt powers of this court.

4. That Plaintiff's Motion for Preliminary Injunction shall be calendared for hearing in Rockingham County Civil Superior Court on the 19 day of March, 2021, beginning at 10:00 a.m./~~p.m.~~

This the 10 day of March 2021.



The Honorable Superior Court Judge Presiding

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) SUPERIOR COURT DIVISION
ROCKINGHAM COUNTY) 2021 MAR 10 P 4:01 21 CVS 680

ROCKINGHAM CO., C.S.C.

RODNEY SHOTWELL,

BY KS) Dep

Plaintiff;

v.

MOTION FOR PRELIMINARY
INJUNCTION AND *EX PARTE*
TEMPORARY RESTRAINING ORDER

ROCKINGHAM COUNTY SCHOOLS
BOARD OF EDUCATION;

Defendant.

NOW COMES, Rodney Shotwell ("Plaintiff") pursuant to N.C. Gen. Stat. § 1A-1, Rule 65, and respectfully moves this Court to issue an *ex parte* Temporary Restraining Order ("TRO") and Preliminary Injunction to prevent immediate and irreparable harm to Plaintiff and to the Rockingham County Schools. In support hereof, Plaintiff shows:

1. Plaintiff has filed a verified complaint accusing Defendant of breaching its employment agreement ("Contract") with Plaintiff as Superintendent of Rockingham County Schools ("RCS") and of violating Plaintiff's constitutional rights, among other things.

2. On December 14, 2020, Defendant acted by a vote of 4-3 to unilaterally remove Plaintiff as Superintendent upon 90 days notice, without cause.

3. As a result of Defendant's act, Plaintiff's Contract will be terminated, and Plaintiff will be removed from the office of Superintendent effective Sunday, March 14, 2021.

4. Defendant did not terminate Plaintiff's Contract for cause, nor did Defendant provide Plaintiff with written notice of his termination in violation of North Carolina law, Defendant's own policies, and the terms of the parties' Contract.

5. As further set forth in the complaint, North Carolina law, Defendant's own policies, and Defendant's Contract with Plaintiff all dictate that Plaintiff cannot be removed from office without cause.

6. Plaintiff is legally and contractually entitled to written notice of his termination, which he has not received.

7. Moreover, Plaintiff is entitled to judicial review upon his removal from the office of Superintendent according to N.C. Gen. Stat. § 115C-274 (“such superintendent shall have the right to try his title to office in the courts of the State”).

8. Article 4 of the Administrative Procedures Act affords the procedure by which Plaintiff could obtain the judicial review guaranteed by N.C. Gen. Stat. § 115C-274.

9. Plaintiff cannot invoke Article 4 of the Administrative Procedures Act until he is served with a written copy of Defendant’s decision. N. C. Gen. Stat. § 150B-45 (“To obtain judicial review of a final decision under this Article, the person seeking review must file a petition within 30 days after the person is served with a written copy of the decision”).

10. Under § 115C-45, a reviewing court shall hold unlawful and set aside any action of the board of education if the action is arbitrary, capricious, or otherwise not in accordance with law.

11. Defendant’s action in terminating the Contract without cause was arbitrary, capricious, and not in accordance with law.

12. As detailed in the affidavit attached hereto as Exhibit A, Plaintiff and the Rockingham County Schools will suffer immediate and irreparable harm if an order is not entered restraining Defendant from terminating the Contract effective March 14. Such harm includes the following:

- a. Plaintiff would be terminated fifteen months before the end of his contract, in the middle of Spring semester, when there are very few superintendent vacancies for him to fill.
- b. Plaintiff’s reputation in Rockingham County is being destroyed because he does not have a way to defend himself against harmful rumors, and therefore he cannot find an acceptable job in Rockingham County.
- c. Plaintiff currently has “termination” listed on his record which makes it difficult to find employment anywhere.
- d. In the unlikely event Plaintiff could find another job as superintendent while he has a termination on his record, he would have to move out of Rockingham County and into that school district as required by North Carolina law. This will seriously disrupt his life and the lives of his wife and children.
- e. Plaintiff will lose his ability to participate in and make contributions to the North Carolina Teachers and State Employees Retirement System upon the date of termination, which includes his ability to continue to accrue credits for time in the retirement system.

- f. Plaintiff and other taxpayers will suffer the irreparable loss of hundreds of thousands of taxpayer dollars related to early termination of Plaintiff's contract.
- g. Taxpayer dollars will be diverted from educational programs so that they can be used to pay out Plaintiff's contract, pay for an interim superintendent, and pay for a superintendent search – all simultaneously.
- h. The school district will suffer a change in leadership and adjust to having only a part-time interim superintendent in the middle of a school year and during a global pandemic, which will needlessly disrupt school district operations and ongoing educational programs.

13. Defendant will not suffer serious loss if it were enjoined from terminating Plaintiff on March 14, 2021, because there was no articulable reason for ending his contract in the first place and because Plaintiff's contract has a set expiration date in June 2022.

14. It is appropriate to issue an emergency, *ex parte* TRO and preliminary injunction because:
(1) there is probable cause that plaintiff will be able to establish the rights which he asserts and
(2) there is reasonable apprehension of irreparable loss unless interlocutory injunctive relief is granted. Pruitt v. Williams, 288 N.C. 368, 372, 218 S.E.2d 348, 351 (1975).

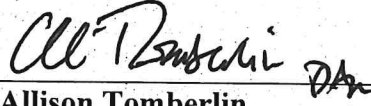
15. Plaintiff's counsel has communicated with Defendant's counsel, Nick Herman, regarding the Plaintiff's need for a temporary restraining order. Mr. Herman has informed Plaintiff's counsel that he would not be involved in such a proceeding and that other counsel would be retained. The time required for this process is unknown to the Plaintiff, but any delay is expected to be beyond the deadline unilaterally imposed by the Defendant and therefore notice to the Defendant of a temporary restraining order hearing would substantially prejudice the Plaintiff.

NOW WHEREFORE, Plaintiff respectfully requests that the Court:

- 1. Enter a temporary restraining order enjoining Defendant from terminating Plaintiff's contract before a preliminary injunction hearing can be held.
- 2. Grant Plaintiff a preliminary injunction enjoining Defendant from terminating Plaintiff's contract before he is able to try his title to office in the courts of the state.
- 3. Award such other and further relief to which Plaintiff may be entitled and which the Court deems just and proper.

Respectfully submitted, this the 10 day of March 2021.

Attorneys for Plaintiff



Allison Tomberlin

State Bar No. 37114

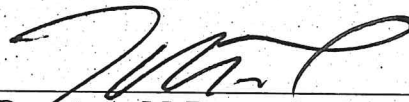
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P.O. Box 1306 (Mailing)

551 Monroe Street

Eden, NC 27289

Telephone: (336) 623-4600


CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion has been served on Defendant by email and US mail, postage paid, to Defendant's counsel at the following address:

Mr. Nick Herman
The Brough Law Firm
1526 E. Franklin Street, Suite 200
Chapel Hill, NC 27514
herman@broughlawfirm.com

FILED
21 MAR 10 P 4:01
JOHN GIM CO., C.S.C.
BY: [Signature]

This the 10 day of March 2021.



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EXHIBIT A

County of Rockingham)
)
State of North Carolina)

AFFIDAVIT

I, Rodney Shotwell, hereby attest and swear to the following:

1. I am over 18 years of age and I am not incompetent.
2. I am Superintendent of Rockingham County Schools ("RCS").
3. I have lived in Rockingham County since July 6, 2006.
4. I have two children: Evan Alexander Shotwell (age 15); and Joshua Graham Shotwell (age 11). My wife's name is Kimberly Tuttle Shotwell. We all live together in Rockingham County. Kimberly works at Bethany Elementary School as an instructional coach and Academically Intellectually Gifted teacher. She has been an employee of Rockingham County Schools since August 2006. Evan is a sophomore at Rockingham County High School. Evan attended Bethany Elementary and Rockingham County Middle School. Joshua is a sixth grader at Rockingham County Middle School. Joshua also attended Bethany Elementary.
5. Joshua participates in the Spanish Immersion program that started at Bethany Elementary. Joshua's Spanish Immersion program is one of only a few such programs provided in rural school districts in North Carolina. So long as we remain in Rockingham County Schools, Joshua can continue in the program through high school.
6. There are faith connections made in Rockingham County which have aided our family in our spiritual journey with the Lord. My children are at a pivotal age in which religion is so important for their growth mindset and how it relates with our larger community. It is important to me and my wife that our family can remain a part of our faith community here in Rockingham County.
7. If my contract is terminated early, I will have to move out of Rockingham County – which will irreparably harm my family. My certification to be a superintendent is only valid in the State of North Carolina. There are only 115 superintendents in the State of North Carolina. Right now, superintendent vacancies exist in school districts that are 70 to 160 miles from my current home address. When I am hired by another school district as Superintendent, I will be required to move into that school district and leave Rockingham County.
8. My family will suffer immediate and irreparable harm if we are forced to leave Rockingham County earlier than planned. If I move alone without my family, I will be forced to live at least 70 miles away from my wife and children.
9. Since the Board of Education announced its decision to terminate my contract without cause upon 90 days' notice, I have suffered irreparable harm to my reputation because

people have been rampantly speculating about the reasons I have been dismissed. I am aware of rumors circulating that I have mismanaged school funds, that I have caused thousands of families to move out of the school district, and that (worst of all) I have had an affair with a principal. None of these rumors are true, but they are spreading across Rockingham County – particularly among members of the Republican Party – which is making it difficult for me to find suitable employment within the county. In the last month I applied for a municipal government position in Rockingham County for which I was extremely qualified, and I did not even get an interview. It is my understanding that I did not get an interview because of these rumors. Until this matter is resolved and I am able to challenge my termination without cause, I am suffering immediate and irreparable harm to my reputation.

10. When I signed my employment agreement with the board of education, I did not agree to be fired without cause and with no right to any due process in the middle of my contract. I thought I was agreeing that the board could fire me only if they had a reason to fire me. I understand that I cannot have a board hearing if the board gives me 90 days' notice and agrees to pay out the rest of my contract, but I do not believe that means the board can fire me without any reason. Also, I believe I get to challenge that reason in court. If I am fired before any due process occurs, I will have been denied my important constitutional right to substantive and procedural due process.
11. I also believe there will be irreparable harm to the Rockingham County Schools if the Board of Education can prematurely terminate my contract without cause. As Superintendent, I have a duty to try to protect the school district from this immediate and irreparable harm.
12. My termination will cause immediate harm to the school district because we are in the middle of a global pandemic and RCS cannot endure a change in leadership at this time. I have been here since the first day we were impacted. Myself, along with my senior staff, have worked and implemented a plan to help prepare our schools for virtual and in person learning ("COVID Response Plan"). There are local, state, and federal resources I utilized to assist Rockingham County Schools to be prepared for the pandemic and economic uncertainty the district may encounter. The relationships I have fostered with our county and local leaders have been critical for our district to carry out the COVID Response Plan, and my continued involvement is necessary to keep the COVID Response Plan on track. In times of crisis, trust is something that cannot be gained overnight. If I am not able to remain in the position of superintendent there is a substantial risk of disruption to RCS's plans to mitigate the impact of the pandemic on students and staff.
13. My termination will cause immediate and irreparable harm to taxpayers. In addition to paying out my contract, RCS will be spending a considerable amount of money on an interim superintendent and a search firm to select a new superintendent. These funds are already being budgeted in part from RCS local funds; this is money that will not go toward students and educational programs. If I am successful in my lawsuit, taxpayer funds would have been completely wasted. In addition, RCS would have needlessly suffered the non-monetary consequences of two superintendent transitions for no reason.

14. My termination will cause immediate and irreparable harm to the school district because important work will not be accomplished. I currently work 60-80 hours a week on RCS-related matters. I put in a full workday and attend before-and-after-hours events, ceremonies, athletic matches, and meetings. However, the district is employing an Interim Superintendent who will only work 29.5 hours a week. This is not adequate to meet the needs of the school district. A full-time experienced superintendent needs to be supporting RCS during the pandemic and the return to school, during annual teacher and administrator evaluations (which are underway), and during the annual budget process (which is also underway). There are important deadlines that must be met to ensure strong teachers, safe classrooms, and appropriate budgeting going into the 2021-2022 school year. RCS risks irreparable harm if it does not have a full-time superintendent available to addressing these immediate needs.
15. This is the first time in over 20 years that the RCS board of education has not had a minority on the school board, and I have a history of supporting and encouraging programs that provide equitable opportunities to minority students. If my contract ends on March 14, 2021, I believe the board will take immediate steps to discontinue programs that support minority students, thereby causing irreparable harm to our African American and Hispanic communities. For example, some school board members have recently expressed their hostility to RCS programs that serve minority populations such as the UNCG Partnership School at Moss Street. I believe members of the board would like to terminate the RCS Memorandum of Understanding with UNCG. Without my oversight, this program could suffer irreparable harm. Similarly, I have cultivated many relationships with our business, faith, civic and community organizations including the local chapter of the NAACP. I know these relationships lead to equity in education because the graduation rate was a huge concern when I began working with these organizations in 2006. It was 62.6% for African American students in 2006 and it has been as high as 90% during my tenure, exceeding the state average. Likewise, our Hispanic student graduation rate went from 47.9% to 91.5% during the same time span. These connections with the community did not occur overnight; they are built on trust and working with people together. I have reason to believe there is now a majority of RCS school board members who intend to end these programs at the first opportunity. If I am ousted on March 14 with a tarnished reputation, there will not be a proper transition of leadership to ensure continuity of these important relationships, which help to increase educational opportunities for minority students.
16. If my termination is effective March 14, 2021, it will cause immediate and irreparable harm to RCS and taxpayers by compromising an \$8 Million contract. I recently worked with the State Treasurer's Office to get approval of an \$8 million dollar Energy Performance Contract for the school district. The Rockingham County Commissioners and the Board of Education have approved the EPC and it is my job to implement it. In my absence, the district will not have the manpower, leadership, or knowledge base to successfully complete the EPC project. Specifically, I am tasked with maintaining the financial requirements of the Energy Performance Contract, which is critical to ensuring the savings are accounted for and audited for repayment as per our agreement with

Johnson Controls. I have worked for more than 5 years to get this contract in place and the repayment requirements will begin this fall and continue for 19 years. If my contract ends on March 14, I will not be able to do the budget forecasting and administrative work necessary to lay a strong foundation for the program's success. This will cause immediate and irreparable harm to the school district.

17. I believe there are board members who want to make drastic changes to the way I have run the RCS over the last 15 years, and I am afraid that those board members now hold a majority on the board. In my absence, for the immediate future, there will not be oversight by a full-time superintendent who can mitigate the harm these board members could cause. I am just asking that a court review whether my contract was terminated illegally before major changes take place that negatively impact students, staff, and Rockingham County taxpayers.


Further affiant sayeth not.

This the 10th day of March 2021.


Rodney Shotwell

Sworn to and subscribed before me on this, the

10th day of March, 2021.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

May 8, 2023



NORTH CAROLINA)
)
ROCKINGHAM COUNTY)

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
21 CVS ~~680~~ 680

RODNEY SHOTWELL,)
)
)
Plaintiff;)
)
)

v.)
)
)

ROCKINGHAM COUNTY SCHOOLS)
BOARD OF EDUCATION;)
)
)
)
Defendant.)

COMPLAINT

FILED
2021 MAR 10 P 2:47
ROCKINGHAM CO., C.S.C.
BY 

NOW COMES, Rodney Shotwell ("Plaintiff") who complains of the Rockingham County Schools Board of Education ("Defendant"), and alleges as follows:

ALLEGATIONS

1. Plaintiff is a resident of Rockingham County, North Carolina, and has held the office of Superintendent of Rockingham County Schools since 2006.
2. Defendant is a body corporate in Rockingham County, North Carolina, authorized under the laws of the State of North Carolina to maintain a public school system.
3. Plaintiff and Defendant entered into an Employment Agreement ("Contract") in 2006; the Contract has been renewed, extended, and amended multiple times.
4. The most current version of the Contract is attached hereto as Exhibit A and incorporated herein by reference.
5. The Contract was properly amended twice in 2018. Addenda reflecting those amendments are attached hereto as Exhibit B and incorporated herein by reference.
6. According to the Contract Addendum dated August 13, 2018, Plaintiff's term as Superintendent was scheduled to end on June 30, 2022.
7. On December 14, 2020, before the Contract was set to expire, Defendant voted to give Plaintiff notice of intent to terminate his contract.
8. The minutes from Defendant's December 14, 2020, meeting state:

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ROCKINGHAM CO., C.S.C.
BY 

Mr. Isley moved the Board hereby gives the Superintendent 90-day notice of the Board's intention to terminate the superintendent's employment under section 11-B, with effective date of 90 days from December 14, 2020, seconded by Mr. Huss. The vote was 4/3. Mr. Isley, Mr. Huss, Mr. Wyatt and Ms. Alston voted in favor of the motion. Ms. Rakestraw, Ms. McMichael and Ms. McKinney voted opposed to the motion.

9. Plaintiff has not received written notice of Defendant's intention to terminate his contract.
10. Plaintiff has not been told why Defendant voted to terminate the Contract.
11. Plaintiff was not told ahead of time that Defendant would be voting to terminate his contract.
12. Defendant chose not to offer Plaintiff the opportunity to resign voluntarily and decided instead to unilaterally terminate his contract.
13. On December 17, 2020, Defendant's attorney informed Plaintiff and Plaintiff's attorney that Plaintiff's termination was "not for cause."
14. Defendant's attorney stated that section 11(b) of the Contract allows the Superintendent to be terminated without cause.
15. Section 11(b) states that Defendant can "unilaterally terminate the Superintendent providing it gives no less than 90 days notice of its intent to terminate."
16. Section 11(b) does not state that Defendant can "unilaterally terminate" the Superintendent without cause.
17. Defendant interprets the phrase "unilaterally terminate" to mean "terminate without cause."
18. The phrase "unilaterally terminate" means to terminate without agreement.
19. Section 11(a) of the Contract provides that Defendant "shall be entitled to terminate the Superintendent for cause as provided by the laws of the State of North Carolina."
20. N.C. Gen. Stat. § 115C-274 is the primary law addressing removal of a superintendent from office.
21. N.C. Gen. Stat. § 115C-274 provides that a local board of education can remove a superintendent "who is guilty of immoral or disreputable conduct or who shall fail or refuse to perform the duties required of him by law."

22. N.C. Gen. Stat. § 115C-274 further provides that the superintendent “shall have the right to try his title to office in the courts of the State.”

23. The laws of the State of North Carolina do not allow a local board of education to remove a superintendent without cause.

24. N.C. Gen. Stat. § 115C-45 protects school district employees, including Plaintiff, from any employment decision of a local board of education that is “in violation of constitutional provisions, is in excess of the statutory authority or jurisdiction of the board, is made upon unlawful procedure, is affected by other error of law, is unsupported by substantial evidence in view of the entire record as submitted, or is arbitrary or capricious.”

25. Defendant’s official policies inform Plaintiff’s understanding of the termination provisions of the Contract and show that section 11(b) does not allow a “no cause” termination.

26. Defendant’s policy 7420 entitled “Superintendent Contract and Duties” states: “[t]he board, upon selection of a candidate or upon reappointment of the incumbent superintendent, will enter into an explicit contractual agreement with the superintendent that meets, at a minimum, the requirements of state law.”

27. Policy 7420 was last revised on December 8, 2014, a year and a half before Defendant and Plaintiff entered the Contract.

28. The Contract does not meet the minimum requirements of state law if it allows Plaintiff to be removed without cause.

29. The Contract does not explicitly state that Plaintiff can be removed without cause.

30. Defendant’s policy 7930 states “[a]ll legally required procedures, including those prescribed in the applicable state law, will be followed in the dismissal or demotion of employees ... school administrators during the terms of their contracts can be dismissed only for the reasons outlined in the applicable statutes.”

31. Policy 7930 existed at the time Defendant and Plaintiff entered the Contract and was revised in 2017 and 2018.

32. The Contract and addenda were drafted by Defendant’s attorney, who would have been aware of Defendant’s policies.

33. The statutes and policies in place throughout the term of Plaintiff’s Contract, which were promulgated and fostered by state officials including Defendant, entitle Plaintiff to continued employment unless Defendant demonstrates sufficient cause to terminate him.

34. Defendant’s vote to terminate its Contract with Plaintiff was a split vote.

35. Four out of seven members of the board of education voted to terminate the Contract.
36. Three board members voted not to terminate the Contract.
37. There was no public discussion about whether there was cause to terminate the Contract prior to Defendant voting to terminate the Contract.
38. There was no closed session discussion among Defendant's members about whether there was cause to terminate the Contract.
39. Upon information and belief, a majority of the members of the board of education convened in violation of open meetings laws to discuss terminating Plaintiff's Contract.
40. One of Defendant's members who voted to terminate Plaintiff's contract was Vicky Alston.
41. Ms. Alston was sworn into office as a member of the board of education on December 14, 2020, at the commencement of the regular board meeting.
42. Ms. Alston was also voted into the role of Vice Chair of the board of education on December 14, 2020.
43. In a matter of hours after being sworn in as a board member, Mr. Alston voted to terminate Plaintiff's Contract.
44. Upon information and belief, Ms. Alston knew in advance of the plan to terminate Plaintiff's Contract on December 14, 2020.
45. From the time she was sworn into office as a member of the board of education until the time she voted to terminate Plaintiff's Contract, Ms. Alston did not engage in any conversation with Plaintiff about his performance or review Plaintiff's personnel file.
46. Upon information and belief, Ms. Alston voted to terminate the Contract based on conversations she had with elected and appointed officials, including school board members.
47. If Ms. Alston was aware of any complaints, commendations, or suggestions for improvement concerning Plaintiff's performance, she had a duty to bring that information to light before voting to terminate Plaintiff.
48. Ms. Alston did not share any concerns about Plaintiff's performance as Superintendent in an officially called meeting of the board of education, nor did she share them with Plaintiff.
49. Doug Isley is a member of the board of education who voted to terminate Plaintiff.
50. If Mr. Isley was aware of any complaints, commendations, or suggestions for improvement concerning Plaintiff's performance, he had a duty to bring that information to light

before voting to terminate Plaintiff.

51. Mr. Isley did not share his reasons for wanting to terminate Plaintiff with Defendant in an officially called meeting of the board of education, nor did he share them with Plaintiff.

52. Brent Huss is a member of the board of education who voted to terminate Plaintiff.

53. If Mr. Huss was aware of any complaints, commendations, or suggestions for improvement concerning Plaintiff's performance, he had a duty to bring that information to light before voting to terminate Plaintiff.

54. Mr. Huss did not share his reasons for wanting to terminate Plaintiff with Defendant in an officially called meeting of the board of education, nor did he share them with Plaintiff.

55. Bob Wyatt is a member of the board of education who voted to terminate Plaintiff.

56. If Mr. Wyatt was aware of any complaints, commendations, or suggestions for improvement concerning Plaintiff's performance, he had a duty to bring that information to light before voting to terminate Plaintiff.

57. Mr. Wyatt did not share his reasons for wanting to terminate Plaintiff with Defendant in an officially called meeting of the board of education, nor did he share them with Plaintiff.

58. During Plaintiff's tenure as Superintendent, the board of education has offered suggestions for improvement from time-to-time, but Defendant has never made him aware of concerns or complaints that would constitute legal cause to terminate Plaintiff's contract.

59. Plaintiff was unlawfully denied knowledge of and the opportunity to respond to personnel concerns harbored by one or more of Defendant's members before he was terminated.

60. One or more of Defendant's members violated Policy 7820, Personnel Files, by failing to inform Plaintiff of personnel concerns, by sharing confidential personnel information, and/or by refusing to provide Plaintiff with all procedural protections as provided by law.

61. Upon information and belief, Plaintiff's Contract would not have been terminated if he had been allowed to respond to Defendant's concerns before a vote was taken on the termination.

62. Defendant has repeatedly stated that it dismissed Plaintiff without cause.

63. Defendant's decision to terminate Plaintiff's Contract without cause was arbitrary and capricious.

64. Upon information and belief, the board members who voted to terminate Plaintiff's contract did so out of malice and a desire to ruin Plaintiff's career.

65. Plaintiff's reputation has been harmed by Defendants' actions.

66. The natural assumption when someone is fired during their Contract is that they did something wrong.

67. Members of the community now, wrongly assume that Plaintiff has been fired for committing misconduct that is so terrible it could not be discussed by the board of education.

68. By failing to provide grounds to Plaintiff's termination, Defendant has allowed members of the public to form their own opinions about what Plaintiff might have done wrong.

69. Defendant should have known that the decision to terminate the Contract without discussion, two weeks before Christmas, and during a global pandemic, would lead to harmful rumors and speculation about Plaintiff.

70. In a letter dated December 17, 2020, Plaintiff (through counsel) requested a complete copy of his personnel record and certain records that are public pursuant to Chapter 132 of the North Carolina General Statutes because they were created in the transaction of public business.

71. Plaintiff believes certain records exist that have not been provided pursuant to his request.

72. Specifically, Plaintiff has requested a copy of the closed session recording from the night he was terminated, and this request has been denied by Defendant, through its board attorney.

73. By letter dated January 13, 2021, to Nick Herman, board attorney for Defendant, the undersigned asked specifically that the closed session recording be provided and shared Plaintiff's intention to seek judicial intervention if it was not provided.

74. In response to the letter of January 13, 2021, Mr. Herman encouraged the undersigned to proceed with judicial intervention so that the recording might be reviewed *in camera* and a determination made regarding its character as either a public record or a record that is available to Plaintiff as part of his personnel file.

75. Some part of the closed session recording from December 14, 2020 is either a part of Plaintiff's personnel file, a public record, or both.

First Cause of Action: Breach of Contract

76. The foregoing allegations are realleged as if fully set forth herein.

77. The Contract between Plaintiff and Defendant is valid and enforceable.

78. Defendant breached the Contract by terminating it without cause.

79. Defendant breached the Contract by failing to provide Defendant written notice of termination.

80. Defendant breached the Contract by failing to adhere to N.C. Gen. Stat. § 115C-274.

81. Defendant breached the Contract by failing to pay all bonuses and annual increases provided there under.

82. Defendant's breached caused Plaintiff to suffer actual financial harm.

83. Plaintiff had a reasonable expectation of continued employment as a Superintendent until his retirement in 2024.

Second Cause of Action: Violations of North Carolina Constitution

84. The foregoing allegations are realleged as if fully set forth herein.

85. Defendant is a state actor when it arbitrarily or capriciously causes harm to an employee's reputation.

86. Defendant is a state actor when it arbitrarily and capriciously refuses to afford Plaintiff basic due process protections as set out in its own policies.

87. Article I, Section 1 of the North Carolina Constitution provides, "We hold it to be self-evident that all persons are created equal; that they are endowed by their Creator with certain inalienable rights; that among these are life, liberty, the enjoyment of the fruits of their own labor, and the pursuit of happiness."

88. Article I, Section 19 of the N.C. Constitution provides, "No person shall be taken, imprisoned, or disseized of his life, liberty, or property, but by the law of the land. No person shall be denied the equal protection of the laws; nor shall any person be subjected to discrimination by the State because of race, color, religion, or national origin."

89. Defendant's wrongful acts complained of herein have deprived Plaintiff of the fruits of his own labor, including pay, experience, professional association, and reputation.

90. Plaintiff is similarly situated to other professional employees of Rockingham County Schools who have an employment contract.

91. According to practice and board policy, other professional employees receive written notice of the grounds for their termination.

92. Plaintiff has not been treated equally to those similarly-situated employees.

93. The written notice of termination is part of Plaintiff's basic due process right.

94. Plaintiff was deprived of liberty interests, professional pursuits and happiness when his contract was terminated without cause.

95. There is no adequate other remedy that Plaintiff may utilize to recover all of the losses he has suffered as a result of Defendants' action, including attorney's fees and damages due to

anxiety, mental anguish, and depression.

Third Cause of Action: Section 1983 Violation

96. The foregoing allegations are realleged as though fully set forth herein.

97. The board of education is a municipality and is therefore a "person" pursuant to Section 1983.

98. As described herein, Defendant has deprived Plaintiff of his rights, privileges, and/or immunities secured by the U.S. Constitution (which mirror Plaintiff's rights under the N.C. Constitution) and laws, and it has done so under color of state law as an elected body.

99. Defendant has deliberately violated North Carolina law and its own policies and disregarded Plaintiff's right to receive written notice of the grounds for his termination.

100. Defendant has deprived Plaintiff of his liberty and property interests, damaged his reputation, and caused him significant distress.

101. Defendants' wrongful acts complained of herein have deprived Plaintiff of the rights, privileges, and immunities guaranteed under the U.S. Constitution.

Fourth Cause of Action: Right to Inspect Personnel File

102. The foregoing allegations are realleged as though fully set forth herein.

103. Plaintiff has a statutory right to inspect his entire personnel file pursuant to N.C. Gen. Stat. §115C-319.

104. Defendant, through counsel, has unlawfully denied Plaintiff the right to inspect his entire personnel file.

Fifth Cause of Action: Right to Obtain Copies of Public Records

105. The foregoing allegations are realleged as though fully set forth herein.

106. Plaintiff has a statutory right to obtain copies of public records pursuant to N.C. Gen. Stat. §7A-38.3E.

107. Defendant's board attorney has no discretion to prevent public inspection and copying of public records.

108. Defendant's board attorney has refused to provide Plaintiff complete copies of public records in Defendant's possession, including the recording from the closed session on the night Plaintiff's contract was terminated.

109. Due to the statements of Defendant's counsel, pre-suit mediation would not be a

constructive use of time or effort and should be deemed waived.

110. Plaintiff is entitled to the closed session recording and any other public records that were requested but not provided and is further entitled to recover attorney's fees he has expended in an effort to obtain these records.

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Assume jurisdiction over this action and accept this verified complaint as evidence of the allegations raised herein;
2. Award Plaintiff damages for breach of contract and Constitutional violations committed against him;
3. Award attorney's fees;
4. Award such other and further relief as the Court deems just and proper, and tax the costs of this action against Defendants.

This, the 10 day of March, 2021.

Attorneys for Plaintiff



Allison Tomberlin

State Bar No. 37114

ali@beechlerlaw.com

BEECHLER TOMBERLIN, PLLC

380 Knollwood Street, Ste. 305

Winston-Salem, NC 27103

Telephone: (336) 723-1110



Darren A. McDonough

State Bar No. 25339

dam@iveymcclellan.com

IVEY, MCCLELLAN, GATTON & SIGMUND,
LLP

P.O. Box 1306 (Mailing)

551 Monroe Street

Eden, NC 27289

Telephone: (336) 623-4600

NORTH CAROLINA)
)
ROCKINGHAM COUNTY)

VERIFICATION

RODNEY SHOTWELL, first being duly sworn, deposes and says:

That he is the Plaintiff herein, that he has read the forgoing Complaint and knows the allegations and contents therein, that the contents are true to his own knowledge, except to matters stated on information and belief, and as to those matters he believes them to be true.



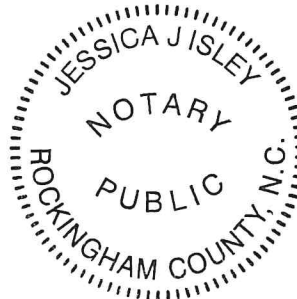
RODNEY SHOTWELL

Sworn to and subscribed before me

This the 10th day of March, 2021.



Notary Public



My commission expires: May 8, 2023

EXHIBIT A

EMPLOYMENT AGREEMENT

This Agreement, dated July 1, 2015, between the Rockingham County Board of Education (hereinafter "the Board"), a school administrative unit located in Rockingham County, North Carolina, and Dr. Rodney Shotwell (hereinafter "the Superintendent"), a citizen and resident of North Carolina.

WITNESSETH:

WHEREAS, the Board has offered to employ Dr. Shotwell as Superintendent of Schools in the Rockingham County Administrative Unit pursuant to action found in the minutes of the meeting of Board held on May 12, 2006 and has made additional adjustments to his contract several times, the most recent of which are based on a meeting on July 13, 2015; and

WHEREAS, Dr. Shotwell has performed in that role admirably, and the Board desires to continue to employ Shotwell as Superintendent of the Rockingham County Schools through June 30, 2019 on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual agreements undertaken as set forth herein, the parties hereby agree as follows:

1. Employment. It is hereby agreed by and between the Board and the Superintendent that the said Board in accordance with its action as found in the Minutes of the meeting held on the 13th day of July, 2015, has and does contract to extend said Superintendent's contract for the period ending June 30, 2019.

2. Term of Employment. Subject to the provisions of termination hereinafter provided, the term of this Agreement shall begin July 1, 2015 and terminate on June 30, 2019. This Agreement may be extended as provided by law for the time permitted by law.

3. Compensation.

a. In consideration of the following compensation, the Superintendent agrees to perform faithfully the duties of Superintendent as required by law and Board policy. The annual salary of the Superintendent, from all sources, including State and local funds, shall be One Hundred and Sixty-one Thousand, Seven Hundred and Ninety-five Dollars (\$161,795). The Superintendent shall also be eligible for the average annual increases awarded to State employees by the North Carolina General Assembly.

b. The aggregate annual salary paid to the Superintendent shall be paid in equal monthly installments in accordance with the rules of the Board governing payment of all employees of the school administrative unit. The Board may increase the Superintendent's salary by mutual consent at any time; however, at no time may the annual aggregate salary of the Superintendent be decreased during the term of this contract.

c. The Board will annually, no later than August 31, consider awarding to the Superintendent a performance bonus of up to Five Thousand dollars (\$5000.00) in addition to, and not as a part of, his annual salary for performance during the previous fiscal year. This bonus will be a one-time payment awarded on the basis of achievement of jointly agreed performance goals established no later than September 15 of each fiscal year will not become part of the salary base for any subsequent period. The Board will have sole discretion in any such bonus award, and may award all, part or none of the Five Thousand Dollars.

d. The Superintendent will receive medical insurance coverage and other benefits as accorded to other professional (certified) employees of the school administrative unit in compliance with State law. He shall receive a \$300.00 per month contribution toward the purchase of life insurance.

e. Annuity Contributions. Additionally, the Board, at the request of the Superintendent and in accordance with State law, shall withhold and transfer an amount of salary annually, semi-annually or monthly as designated by the Superintendent from the Superintendent's annual salary into any tax-favored annuity or retirement program chosen by the Superintendent.

f. Security. In the event of public controversy or for any other reason, if the Board or the Superintendent deems it necessary, the Board will provide reasonable security measures for the Superintendent and/or his family.

4. Transportation. The Superintendent shall provide his own transportation and be responsible for all related in-county transportation. For out-of-county travel the Board shall reimburse the Superintendent at the same rates as provided for all employees. The Board shall provide the Superintendent with a cellular telephone and pay all fees, charges and maintenance related thereto. In the event that the Superintendent incurs expenses for personal calls, he shall reimburse the schools for the costs incurred.

5. Vacation and Leave. The Superintendent shall receive annual vacation and sick leave in accord with State law and North Carolina State Board of Education regulations. The Board recognizes that the Superintendent works long hours and on weekends in the furtherance of his duties as Superintendent. In recognition of the amount of time each day it takes to complete his duties as Superintendent, the Board accords the Superintendent up to thirteen

additional days of leave to use at his discretion. In the event that Shotwell is unable to use the additional thirteen days of leave per year, he has the option of trading those days for a per diem cash payment at the end of the fiscal year in which the leave days are awarded. This benefit may not be prorated in the event that the Superintendent serves less than a full year and the payment is only available in the event that the Superintendent is employed on June 30 of the fiscal year in which they are earned.

6. Medical Examination. The Superintendent does hereby agree to have a comprehensive medical examination once each year and to provide a statement certifying to his physical and mental competency. This statement shall be treated as confidential information by the Board, and the cost of said medical report and examination shall be borne by the Board.

7. Inability to Perform Duties. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause, and said disability or inability to perform such duties exists beyond the point where all vacation time or sick leave shall have been used, the Board may, in its sole discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than six (6) months, or if said disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board, at its option, may terminate this Agreement. In such event, the respective duties, rights, and obligations of each party shall terminate.

8. Professional Memberships and Outside Employment.

a. The Board encourages the continuing professional growth of the Superintendent through his participation in and attendance of meetings, programs and other activities conducted or sponsored by local, State, and national school administrator and school board associations, seminars offered by educational

institutions and meetings of the State Superintendent, State Department of Public Instruction and other persons whose particular skills, knowledge or information would improve the capacity of the Superintendent to perform his duties for the school system. The Superintendent shall obtain membership in various local, state, and national professional associations and attend appropriate professional meetings in connection therewith at the Board's expense in order to further and enhance his professional knowledge and duties to the extent that the appropriation in the budget is sufficient to cover the expense. The Superintendent shall file with the Finance Officer an itemized expense statement in regard to these activities. The Board shall permit a reasonable amount of release time for the Superintendent to attend such activities and the Superintendent will notify the Board Chairman in advance when he anticipates being away from the County to attend professional growth activities.

b. The Superintendent acknowledges that he has read and understands the conflict of interest statutes of the State of North Carolina and agrees that he will comply with the laws of the State of North Carolina and any Board of Education policies relating to conflicts of interest.

c. While the Superintendent shall devote his time, attention and energy to the important business of the school system, he may serve as a consultant to other school systems or educational agencies, lecture, and engage in writing activities which do not interfere with his ability to carry out his duties and responsibilities as Superintendent provided that he receive prior written approval of the Chairperson and provide written notice to the Board. If the Superintendent

performs outside activities that are outside of the course and scope of his employment as Superintendent for Rockingham County, he shall take personal leave for the time he is performing outside duties and the Board shall not be responsible for any expenses related thereto. Any honoraria earned while the Superintendent is on personal leave may be retained by him. In no event shall the total amount of time taken per year for annual leave exceed the State allotted annual leave time.

9. Duties. The Superintendent shall have all of the general responsibilities prescribed by North Carolina law and Board policy. He serves as ex officio secretary to the board of education and his duties include, among others, the authority to accept resignations, to organize the employees of the system and to make assignments of duties of the employees of the system. He shall at all times maintain a valid and appropriate certificate to act as Superintendent as prescribed by the laws of the State of North Carolina and by the regulations of the State Board of Education.

10. Evaluation and Communication. The performance of the Superintendent shall be subject to formal evaluation annually to be conducted no later than August 31 of each year by the Board. Any perceived failures of the Superintendent to perform his obligations under this Agreement shall be called to his attention by Board Chairman in writing following this evaluation. The Superintendent shall be provided the opportunity to take corrective action as to such failures. At each annual evaluation the Superintendent will have made reasonable progress toward the achievement of the short and long range goals and objectives as jointly established by the Board and the Superintendent.

11. Termination.

a. The Board shall be entitled to terminate the Superintendent for cause as provided by the laws of the State of North Carolina. In the event that the Board seeks to dismiss the Superintendent for cause, the Superintendent shall be entitled to the protections provided by law including the right to receive written notice of charges, notice of hearing, and a fair hearing before the Board prior to being so discharged. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel of his own choosing (at his expense), and to present, through witnesses, any testimony relevant to the issues. A transcript of the record of the proceedings before the Board shall be made available, without charge, to the Superintendent in the event that an appeal is taken by the Superintendent from any action taken by the Board. If the Superintendent chooses to engage the services of legal counsel to represent him in any such matter, he shall pay all the cost thereof.

b. In addition to and separate from the Board's right to terminate the Superintendent for cause, the Board reserves the right to unilaterally terminate the Superintendent providing it gives no less than 90 days notice of its intent to terminate. In the event that the Board terminates the Agreement with the Superintendent, the Superintendent shall be entitled to receive as severance pay the salary he would have earned under this employment contract from the actual date of termination to the termination date set out in the contract. In consideration of the severance pay, the Superintendent hereby waives and foregoes a hearing on the issue of termination and any other claim to benefits he may have had under

this contract. The severance pay shall be paid by the Board in monthly installments not to exceed the term of this Contract; provided, however, that in the event the Superintendent is employed by another employer prior to the termination date of this contract, the severance pay shall be reduced by the salary received by the Superintendent from that employer.

12. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope and course of his employment; and provided further, that such liability coverage is within the authority of Board to provide under North Carolina law. The Board shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this contract and any extensions thereof. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Board shall not, however, be required to provide for, or pay, the costs of any legal proceedings in the event the Board and the Superintendent are adverse parties.

13. Saving Clause. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under Federal or State Law, the remainder of the Agreement not affected by such a ruling shall remain in force.

14. Amendment. This Agreement may be amended during its term by mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing, approved by official action of the Board, and accepted in writing by the Chairman and the Superintendent.


15. Fulfillment. The Superintendent shall fulfill as aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Superintendent. Failure to fulfill all the obligations agreed to in this Agreement shall be sufficient and just cause for discharge of the Superintendent.

Dated this 13th day of July, 2015.

ROCKINGHAM COUNTY BOARD OF EDUCATION

By: Nell Rose

Its: Chair, RCS Board



Rodney Shotwell, Superintendent

EXHIBIT B

ADDENDUM TO EMPLOYMENT CONTRACT


The following language is added to the Employment Agreement by and between the ROCKINGHAM COUNTY BOARD OF EDUCATION, located in Rockingham County, North Carolina (hereinafter called "the Board"), and RODNEY SHOTWELL (hereinafter called "SHOTWELL") to reflect board action that was erroneously omitted from Shotwell's contract when it was revised in 2015. The action is reflected in the minutes of the Board of Education from July 16, 2007 and continue to be part of the employment terms of the Superintendent from that point forward:

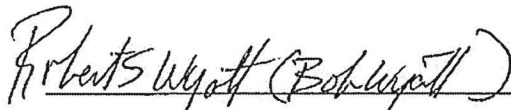
- Section 3(d). Shotwell will be entitled to receive sufficient funds to provide his family with full medical coverage commensurate with his medical coverage, including supplemental insurance.

All other items and conditions contained in the Contract remain in full force and effect throughout the term.

This, the 21st day of May, 2018.

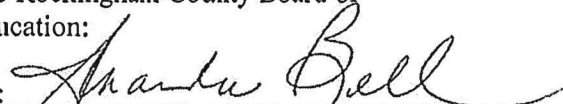
Attest:


Rodney Shotwell (Seal)


Bob Wyatt, Vice Chair

The Rockingham County Board of
Education:

By:


Amanda Bell, Chair

COPY

ADDENDUM TO EMPLOYMENT CONTRACT

It is hereby agreed by and between the ROCKINGHAM COUNTY BOARD OF EDUCATION, located in Rockingham County, North Carolina (hereinafter called "the Board"), and RODNEY SHOTWELL (hereinafter called "SHOTWELL") to amend Shotwell's Employment Contract with the Board (hereinafter called "the Contract") as evidenced by the action of the Board of Education in its meeting on August 13, 2018. The Contract, which is incorporated herein by reference and a copy of which is attached hereto, is amended as follows:

- Shotwell shall be employed as Superintendent for a term extending to June 30, 2022.

All other items and conditions contained in the Contract remain in full force and effect throughout the term.

This, the 13th day of August, 2018.

Attest:

J. Renee Everhart

Rodney Shotwell
Rodney Shotwell (Seal)

The Rockingham County Board of
Education:

Bob Wyatt
Bob Wyatt, Vice Chair

By:

Amanda Bell
Amanda Bell, Chair

STATE OF NORTH CAROLINA

File No.

201 COS 680

ROCKINGHAM

County

In The General Court Of Justice

☐ District ☒ Superior Court Division

Name And Address Of Plaintiff 1

RODNEY SHOTWELL
200 Hush Hickory Trace, Reidsville, NC 27320

Name And Address Of Plaintiff 2

ROCKINGHAM CO. S.S.C.

BY *KS* *Dy*

2021 MAR 10 P 2:47

GENERAL

CIVIL ACTION COVER SHEET

☒ INITIAL FILING ☐ SUBSEQUENT FILING

Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1

ROCKINGHAM COUNTY SCHOOLS BOARD OF EDUCATION
511 Harrington Highway, Eden, NC 27288

Name And Address Of Attorney Or Party, If Not Represented
(complete for initial appearance or change of address)

Allison Tomberlin
380 Knollwood Street # 305
Winston-Salem, NC 27103

Summons Submitted

☒ Yes ☐ No

Telephone No.

336-723-1110

Cellular Telephone No.

336-705-2797

NC Attorney Bar No.

37114

Attorney Email Address

ali@beechlerlaw.com

Name And Address Of Defendant 2

☒ Initial Appearance in Case ☐ Change of Address

Name Of Firm

Beechler Tomberlin, PLLC

Fax No.

Summons Submitted

☐ Yes ☐ No

Counsel For

☒ All Plaintiffs ☐ All Defendants ☐ Only: (list party(ies) represented)

☐ Jury Demanded In Pleading ☐ Complex Litigation ☐ Stipulate to Arbitration

TYPE OF PLEADING

(check all that apply)

- ☐ Amend (AMND)
- ☐ Amended Answer/Reply (AMND-Response)
- ☐ Amended Complaint (AMND)
- ☐ Assess Costs (COST)
- ☐ Answer/Reply (ANSW-Response) (see Note)
- ☐ Change Venue (CHVN)
- ☒ Complaint (COMP)
- ☐ Confession Of Judgment (CNFJ)
- ☐ Consent Order (CONS)
- ☐ Consolidate (CNSL)
- ☐ Contempt (CNTP)
- ☐ Continue (CNTN)
- ☐ Compel (CMPL)
- ☐ Counterclaim (CTCL) Assess Court Costs
- ☐ Crossclaim (list on back) (CRSS) Assess Court Costs
- ☐ Dismiss (DISM) Assess Court Costs
- ☐ Exempt/Waive Mediation (EXMD)
- ☐ Extend Statute Of Limitations, Rule 9 (ESOL)
- ☐ Extend Time For Complaint (EXCO)
- ☐ Failure To Join Necessary Party (FJNP)

- ☐ Failure To State A Claim (FASC)
- ☐ Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
- ☐ Improper Venue/Division (IMVN)
- ☒ Including Attorney's Fees (ATTY)
- ☐ Intervene (INTR)
- ☐ Interplead (OTHR)
- ☐ Lack Of Jurisdiction (Person) (LJPN)
- ☐ Lack Of Jurisdiction (Subject Matter) (LJSM)
- ☐ Modification Of Child Support In IV-D Actions (MSUP)
- ☐ Notice Of Dismissal With Or Without Prejudice (VOLD)
- ☐ Petition To Sue As Indigent (OTHR)
- ☐ Rule 12 Motion In Lieu Of Answer (MDLA)
- ☐ Sanctions (SANC)
- ☐ Set Aside (OTHR)
- ☐ Show Cause (SHOW)
- ☐ Transfer (TRFR)
- ☐ Third Party Complaint (list Third Party Defendants on back) (TPCL)
- ☐ Vacate/Modify Judgment (VCMD)
- ☐ Withdraw As Counsel (WDCN)
- ☐ Other (specify and list each separately)

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

(Over)

MAR 10 2021
KS

CLAIMS FOR RELIEF

- | | | |
|--|--|--|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) | <input type="checkbox"/> Product Liability (PROD) |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Minor Settlement (MSTL) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input type="checkbox"/> Money Owed (MNYO) | <input checked="" type="checkbox"/> Other (specify and list each separately) |
| <input type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | Constitutional Claims |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Other (NEGO) | Right to Personnel and Public Records |
| <input checked="" type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Motor Vehicle Lien G.S. Chapter 44A (MVLN) | |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Possession Of Personal Property (POPP) | |
| <input type="checkbox"/> Injunction (INJU) | | |

Date

03/09/2021

Signature Of Attorney/Party

FEES IN G.S. 7A-308 APPLY

Assert Right Of Access (ARAS)
Substitution Of Trustee (Judicial Foreclosure) (RSOT)
Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No.	<input type="checkbox"/> Additional Plaintiff(s)	<input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted