

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Richard Travis Hayes,

Plaintiff,

v.

The Relentless Church and John W. Gray, III,

Defendants.

IN THE COURT OF COMMON PLEAS
IN THE 13TH CIRCUIT

C/A NO. 2020-CP-23-

SUMMONS

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is served upon you, and to serve a copy of your answer to this Complaint upon the subscriber at the address shown below within thirty (30) days (thirty five (35) days if served by United States Mail) after service hereof, exclusive of the date of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

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January 13, 2020
Columbia, South Carolina

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**COMPLAINT
(JURY TRIAL DEMANDED)**

Plaintiff in this **Wage Payment Case** respectfully alleges that the Defendants have committed the foregoing civil wrongs.

INTRODUCTION

1. Plaintiff is a citizen and resident of Greenville County.
2. The Relentless Church (“Relentless”) is a nonprofit corporation organized in South Carolina and headquartered in Greenville County, South Carolina.
3. Defendant John W. Gray, III is the founder and pastor over The Relentless Church. Defendant Gray, upon information and belief, resides in Greenville County, South Carolina.
4. This lawsuit relates to a failure to pay wages earned and due in Greenville, South Carolina.
5. The parties have sufficient connections to Greenville, South Carolina to warrant the venue and personal jurisdiction of this Court.
6. This lawsuit alleges violations of South Carolina Code Ann. § 41-10-50 for failure to pay wages after separation of employment.
7. This Court has jurisdiction over the subject matter of this lawsuit because it is premised on South Carolina statutory claim.

FACTUAL ALLEGATIONS

8. The Relentless Church was founded on March 21, 2018.
9. Redemption Church employees, including the Plaintiff, were converted to Relentless Church's payroll on May 7, 2018.
10. Plaintiff's initial title with Relentless was Chief Financial Officer.
11. Plaintiff also served Relentless as the Treasurer on its Board of Directors and was Relentless' license holder for security through the South Carolina Law Enforcement Division.
12. Plaintiff, prior to Relentless, worked for Redemption Church for twenty years, and his final title there was CFO.
13. Plaintiff's final compensation structure at Redemption involved a base salary with an additional set draw-type pool of \$50,000.00. Of that \$200,000.00, \$150,000.00 per year was paid as ordinary biweekly salary basis compensation and the remaining \$50,000.00 was paid on a draw type basis when requested by Plaintiff who would make said requests after ensuring the financial capacity of Redemption to do so.
14. When Plaintiff transitioned to Relentless, Defendant Gray stated to Plaintiff: "It is my understanding from Pastor Ron (referring to Ronald Carpenter the pastor of Redemption Church) that you make \$200,000.00, I want to add \$25,000.00 to that."
15. Plaintiff accepted the salary increase but opted to wait to implement the increase until the Church showed the financial viability to cover it.
16. Plaintiff was promoted from Chief Financial Officer to Chief Operating Officer on or about March to April 2019.
17. Plaintiff's pay did not change as a result of this promotion.
18. Plaintiff was reassigned from Chief Operating Officer to Director of Special Projects in November of 2019.

19. Defendant Gray explicitly assured Plaintiff that no reduction in his pay would accompany this demotion. Indeed, he stated: “Your pay is not changing—everything will stay the same.”

20. Plaintiff decided to resign from Relentless on December 5, 2019 based on his observation of certain going-ons at Relentless which caused him material ethical and business concerns.

21. Plaintiff, at the time he left Relentless, was due \$39,769.23 in uncollected, annual draw-type compensation.

22. Plaintiff confirmed this figure with the Human Resources Director of Relentless on November 26, 2019.

23. The HR Director again telephoned Plaintiff on the evening of December 5, 2019 and stated that Pastor John agreed that he would pay Plaintiff the money they owed him, ostensibly referring to the draw-type compensation, but could not pay it out at one time. Plaintiff stated he was agreeable to a payment plan and asked her to email said plan the following Monday. Plaintiff has not received the payment plan requested.

24. Plaintiff, at the time he left Relentless, was due \$12,651.92 (116.96 hours) in unpaid vacation time.

25. Relentless’ handbook states that employees that either (1) are terminated without cause or (2) separate voluntarily and give at least two weeks’ notice are entitled to a full payout of their vacation time on their final paycheck.

26. Relentless mailed Plaintiff a letter on or after December 5, 2019 signed by Defendant Gray that stated Plaintiff was terminated effective December 4, 2019 on the stated basis, but unspecified basis, that he violated Relentless’ confidentiality policy.

27. Plaintiff has no idea what sort of policy violation Relentless refereed to and respectfully submits that he was separated from employment without cause and is therefore entitled his leave payout.

28. Plaintiff's 2019 pay also did not reflect the \$25,000.00 raise verbally given to Plaintiff by Pastor Gray in or around May 2018 which Plaintiff opted not to collect during fiscal year 2018. The per capita amount of that \$25,000.00 increase in compensation as of December 5, 2019 equated to \$23,150.69.

29. Plaintiff received his final paycheck on December 13, 2019. That paycheck did not include any of the above amounts.

FOR A FIRST CAUSE OF ACTION
Violation of the S.C. Code Ann. § 41-10-50

30. Plaintiff realleges the foregoing where consistent.

31. S.C. Code Ann. § 41-10-50 requires an employer to pay all due wages to a separated employee within the later of 48 hours of their separation or their next scheduled pay day not to exceed 30 days.

32. Defendant Gray, as an officer and agent, is a proper co-defendant in this claim with Relentless in accord with the plain language of S.C. Code Ann. § 41-10-10(1) which defines "Employer" under the South Carolina Payment of Wages Act.

33. Defendants Gray and The Relentless Church violated S.C. Code Ann. § 41-10-50 when:

- a. They failed to pay Plaintiff the \$39,769.23 in unpaid draw-type compensation due to him by his next scheduled payday following his separation of employment.
- b. They failed to pay Plaintiff the \$12,651.92 in unpaid vacation time due pursuant to Relentless' handbook after terminating Plaintiff without cause.
- c. They failed to pay Plaintiff the \$23,150.69 owed to Plaintiff as a per capita 2019 share of the salary increase Defendants gave to Plaintiff in or around May 2018.

34. Defendants, through an authorized agent, its HR Director, conceded the \$39,769.23 was due on November 26, 2019 and December 5, 2019, respectively, but have not made payment thereof.

35. Defendants, after being given an opportunity to pay the amount they concede is due pursuant to S.C. Code Ann. § 41-10-60, now claim that they do not owe Plaintiff anything because he did not have a written contract.

36. However, a written contract is not required by S.C. Code Ann. §§ 41-10-10 to establish an entitlement to wages. (*See*, S.C. Code Ann. § 41-10-30 which explicitly does not require a “writing” to memorialize “wage increases.”)

37. There is no bonafide dispute as to Plaintiff’s entitlement to wages as discussed in paragraph 33(a) above.

38. There is no bonafide dispute as to Plaintiff’s entitlement to wages as discussed in paragraph 33(b) above.

39. There is no bonafide dispute as to Plaintiff’s entitlement to wages as discussed in paragraph 33(c) above.

40. Plaintiff is entitled to jointly and severally recover from the Defendants the damages statutorily available under S.C. Code Ann. § 41-10-80(C).

41. Those damages include the amount of wages due, treble damages, and costs and attorney fees.

PRAYER FOR RELIEF

42. Plaintiff requests a jury find liability against the Defendant.

43. Plaintiff requests that the jury and/or the Court, as appropriate, award him the damages available under S.C. Code Ann. § 41-10-80(C), treble damages, and costs and attorney fees.

44. Plaintiff requests that these damages be awarded jointly and severally against the Defendants.

45. Plaintiff requests pre-judgment interest.

46. Plaintiff requests any other relief the Court deems just and proper.

<SIGNATURE PAGE FOLLOWS>

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