

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Ashley Hunter and MPA Strategies, LLC

Plaintiffs,

v.

Town of Blythewood, Bryan Franklin, Inc.,
Camden Media Company, LLC, Tonya F.
Page d/b/a Blythewood Country Chronicle

Defendants.

IN THE COURT OF COMMON PLEAS
IN THE FIFTH JUDICIAL CIRCUIT

SUMMONS

TO THE DEFENDANTS 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.

BY: s/J. Paul Porter

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January 30, 2023

Columbia, South Carolina

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COMPLAINT
(Jury Trial Demanded)

INTRODUCTION

This lawsuit arises out of false, harmful, and sexist allegations that the Plaintiffs (a woman and her successful business) were subjected to by the Mayor of the Town of Blythewood, his allies, and other enablers. The basic premise of this lawsuit is that Defendants were party to an effort by the Mayor to suggest that Plaintiff obtained business not based on merit, but instead based on romantic involvement with a Town Councilman. Suggesting that a woman's success is not based on her merit, but is instead based appearance, flirtation, or romantic involvement is wrong and regressive; especially where, as is the case here, the suggestions of romantic involvement are false.

PARTIES AND JURISDICTION

1. Plaintiff Ashley Hunter is a citizen and resident of Lexington County, South Carolina.
2. Plaintiff MPA Strategies, LLC is a South Carolina LLC owned and operated by Hunter.
3. Defendant Town of Blythewood is a municipality in Richland County, South Carolina.
4. Defendant Bryan Franklin is the Mayor of Blythewood. He lives in Richland County.
5. Defendant Tonya F. Page is the editor and general manager of a newspaper called the Blythewood Country Chronicle.

6. Defendant Camden Media Company, LLC is a media company which publishes the Country Chronicle.

7. This lawsuit alleges defamation, negligence, and civil conspiracy on behalf of Plaintiff Ashley Hunter and MPA Strategies.

8. This lawsuit additionally alleges tortious interference with contract and breach of contract on behalf of Plaintiff MPA Strategies, LLC.

9. The Town of Blythewood is sued for defamation, negligence, and breach of contract.

10. Bryan Franklin and Tonya F Page are sued for defamation, negligence, tortious interference with contract, and civil conspiracy.

11. Camden Media Company, LLC is sued for negligence.

12. These claims all arise under South Carolina common law.

13. This Court has personal jurisdiction over these parties because of where the claims alleged occurred and because the parties have sufficient connections to Richland County.

14. This Court is a proper venue for this case because over these parties because of where the claims alleged occurred and because the parties have sufficient connections to Richland County.

15. Plaintiffs demand a jury trial on all triable claims and issues.

FACTUAL ALLEGATIONS

16. Plaintiff Ashley Hunter owns, operates, and serves as the Chief Executive Officer for the company MPA Strategies, LLC.

17. Plaintiff MPA Strategies is a full-service advocacy, public relations, association management, and project procurement company. The company provides marketing and advocacy services for public and private entities and individuals throughout the state of South Carolina.

18. On October 31, 2020, Plaintiff learned of an opportunity to be engaged by the Town of Blythewood to perform marketing and public relations related services.

19. Plaintiff Hunter conducted a presentation to Town Council for Blythewood on November 23, 2020 and was asked to provide a formal proposal with pricing thereafter.

20. Hunter sent her proposal to the Town of Blythewood's Administrator on December 7, 2020.

21. Hunter sent MPA Strategies standard contract to Blythewood's Administrator and Attorney on December 14, 2020

22. The Town of Blythewood then published an open Request for Proposal (RFP) for Marketing and Grant writing work on December 30, 2020.

23. Plaintiff submitted her proposal in response to the Request for Proposal on January 15, 2021.

24. Plaintiff had to ask for help from a Town Council member, Donald Brock, to get into Town Hall to deliver the Proposal because neither the Mayor nor a town employee was at Town Hall during working hours for the Plaintiff to drop of the Proposal.

25. On January 25, 2021 at a Town Council Meeting Defendant Franklin implied that Plaintiff and Defendant Brock had an inappropriate relationship saying sarcastically "We don't just call friends and write checks . . .I'll defer to Councilman Brock because he clearly has a favorite."

26. On January 31, 2021, Defendant Franklin sent a text message to Councilman Brock telling him that Franklin had heard Brock was seen out drinking wine with Plaintiff which Brock directly denied as being false.

27. On February 1, 2021, the Mayor of the Town of Blythewood, Defendant Franklin, called Plaintiff Ashley Hunter at 4:00 PM and apologized for “spreading a rumor” that he alleged originated with a Town Employee he referred to as “Julie”.

28. The content of the rumor, according to Franklin, was that MPA Strategies would receive the contract to perform work for the Town Blythewood because Plaintiff was “having a romantic relationship” with a Town Councilman, Donald Brock.

29. On February 4, 2021, Tonya Page published an article in the Country Chronicle that overtly favored Defendant Franklin’s apparent opposition to MPA Strategies, LLC being hired by the Town of Blythewood.

30. That article quoted verbatim many of Franklin’s remarks at the January 25 Town Meeting including those restated above.

31. Page did not contact Hunter for comment before running these remarks in the Country Chronicle.

32. Defendant Camden Media Company published the above article for the Country Chronicle and the later articles discussed herein.

33. On or around February 22, 2021, the Mayor told multiple persons present at a Chamber of Commerce breakfast in Blythewood that Plaintiff was “having an affair” with Donald Brock and that it was “the reason” she got the contract to do work for the Town of Blythewood.

34. On February 22, 2021, The Town Attorney for the Town of Blythewood told a local reporter, Barbara Ball, that Plaintiff was having an affair with Donald Brock.

35. Thereafter the statement that Plaintiff was involved in a romantic relationship and the direct or indirect insinuation that her company received a contract with the Town of Blythewood as a result of the relationship was repeated by Defendant Franklin and others on multiple occasions.

36. Later, on February 22, the Town Council voted on February 22 by a vote of 3-2 to award the contract to MPA Strategies, instead of the Chamber of Commerce or NP Strategy who also bid to do the work.

37. Defendant Franklin was one of the two dissenting votes.

38. The award of the contract to MPA Strategies was subject to reaching a formal contractual agreement to be negotiated between MPA Strategies and Blythewood's Administrator, Attorney, and Defendant Franklin.

39. The negotiations relating to the terms of the contract were unnecessarily contentious and delayed by Defendant Franklin.

40. Plaintiff MPA Strategies, LLC submitted a Freedom of Information Request for communications and materials related to the RFP and Defendant Franklin's communications with others about the RFP and Hunter.

41. Defendant Franklin signed a contract with MPA Strategies, LLC to do the marketing work bid on April 16, 2021.

42. The contract was counter-signed by Hunter on behalf of MPA Strategies, LLC on April 21, 2021.

43. Defendant Franklin, on behalf of the Town, assented to those modifications on April 22, 2021.

44. That contract required a 60-day notice to terminate and imposed a 5% late penalty.

45. At a Town Meeting on April 26, 2021, Defendant Franklin acknowledged the rumors being spread about the Plaintiff but did not directly admit his involvement.

46. On May 6, 2021, Defendant Franklin in an email to Donald Brock, a political opponent of his, made further allegations about an inappropriate relationship between Plaintiff and Brock.

47. Also on May 6, 2021, the Country Chronicle submitted a FOIA request asking for communications of all other council members relating to the RFP and Hunter.

48. On May 24, 2021, the Town had an independent forensic IT professional collect ESI from devices belonging to Council Members and Defendant Franklin.

49. On May 27, 2021, the “Voice of Blythewood and Fairfield County” (“the Voice”), another news publication, submitted a FOIA request for all documents and materials produced in response to Hunter and the Chronicles’ respective FOIA requests.

50. That same day, reference to the “rumors” was published in the Voice on May 27, 2021, but that publication took reasonable care not to divulge the underlying details of the underlying rumor. A similar, guarded reference about the “rumors” was again made by the Voice on June 30, 2022.

51. On June 3, 2021, Tonya Page wrote an article in the Country Chronicle falsely suggesting that Plaintiff Hunter was breaching her agreement or some underlying duty with the Town of Blythewood by opening a small event space in the Town of Cayce.

52. On June 17, 2021, Tonya Page wrote an article in the Country Chronicle insinuating that MPA Strategies was not in compliance with requirements to perform the contract with the Town of Blythewood.

53. That article also included verbatim remarks by Defendant Franklin in open session at a Town Meeting which publicized alleged settlement negotiations regarding Franklin’s past defamation of Hunter, accused Hunter of having a conflict of interest in working for the Town of Blythewood since she also performed work for other event venues, and accused Hunter of “trying to drag [Blythewood] in the mud with totally unfounded claims that appear to benefit her and Councilman Brock.”

54. Page did not seek comment from Hunter before running these remarks in the Country Chronicle.

55. On June 28, 2021, MPA Strategies filed a FOIA Lawsuit against Blythewood for failing to comply with the Freedom of Information Act in response to Plaintiff's FOIA request.

56. On July 20, 2021, Blythewood filed several counterclaims and third-party claims accusing MPA Strategies, Hunter, the State and Frink Foundation a non-profit corporation operated by Hunter of tortious conduct and statutory violations.

57. The FOIA case with the counterclaims and third-party claims is currently proceeding in this Court.

58. The Town of Blythewood attempted to terminate its contract with MPA Strategies on July 20, 2021, improperly.

59. At the July 20, 2021 meeting, in open session, Defendant Franklin suggested that the Town should terminate the contract with MPA Strategies in part because MPA Strategies had engaged in reproachful conduct.

60. On July 21, 2021, Tonya Page published an article in the Country Chronicle summarizing its reading of Blythewood's counterclaims and third-party claims in the FOIA lawsuit and stated the following:

Hunter has maintained a close personal relationship with certain council members since October or November 2020, and [] she failed to disclose this relationship to the remaining Council Members or the mayor[.]

61. In that article, Page also printed Franklin's remark that Plaintiff MPA Strategies was not "beyond reproach" within a broader article about the decision to terminate MPA Strategies.

62. Page did not contact the Plaintiff for comment before publishing the above.

63. The Town of Blythewood stopped making payments on Plaintiff MPA Strategies contract for services after August 15, 2021 but failed to take appropriate action to terminate the contract in accord with the contract's notice period or otherwise.

64. On or around August 26, 2021, Page verbatim republished twelve salacious allegations from the Counterclaim and Third-Party claims filed by the Town of Blythewood in the FOIA lawsuit. The Chronicle acknowledged a response to those Counterclaims had been filed but did not provide any details on its content.

65. On September 23, 2021, Page wrote an article containing comments by Franklin suggesting MPA Strategies had ripped off the Town of Blythewood and that Hunter and Councilman Brock were parties to a "quid-quid-quid pro qou!"

66. Page did not contact the Plaintiff for comment before publishing the above.

67. Michael Mischner, principal, of the Defendant Camden Media Company, LLC, which serves as publisher to the Country Chronicle, ratified the September 23, 2021 remarks in the subsequent edition of the Country Chronicle stating that the Chronicle "did not report any information known to be false."

68. Mischner also referred to the September 23, 2021 article as "our story."

69. On May 5, 2022, Page wrote an article containing comments from Franklin saying that "Mr. Brock, Ms. Ball [(editor of the Voice)] and MPA Strategies" were involved in a "three-way conspiracy."

70. Page ran those comments in her newspaper without seeking comment from Hunter or MPA Strategies, LLC.

71. Page has engaged in an ongoing practice of running comments by Franklin in her news articles without seeking or including comments of those he assails including Plaintiff Hunter.

72. Page has behaved as a mouthpiece for Franklin publishing written and read remarks by Franklin at length and in their entirety.

73. Page in her articles has detailed the position taken by Blythewood in opposing Plaintiff MPA Strategies' FOIA lawsuit and in prosecuting its counterclaims and third-party claims in response.

74. Page has not done the same with respect to the position of the Plaintiffs in that lawsuit.

75. Camden Media Company has been at all times aware of the content published by Page.

76. Camden Media Company explicitly ratified the writings of Page in the Country Chronicle on September 30, 2021.

77. Camden Media Company has implicitly ratified the comments of Page in the Country Chronicle as it pertains to Plaintiffs in all other occasions.

78. The actions by Page violate the Code of Ethics for Professional Journalists in the following ways:

- i. Failure to provide context for remarks made by Defendant Franklin and legal filings by the Town of Blythewood in the FOIA lawsuit. The Journalistic Code of Ethics, by the Society for Professional Journalists, provide that a Journalist should: "Take special care not to misrepresent or oversimplify in promoting, previewing, or summarizing a story."
- ii. Failure to "[g]ather, update, and correct information throughout the life a news story."
- iii. Failure to "[d]iligently seek subjects of news coverage to allow them to respond to criticism or allegations of wrongdoing."
- iv. Failure to "[a]void stereotyping."
- v. Failure to "[l]abel advocacy and commentary."
- vi. Failure to "[a]void pandering to lurid curiosity[.]"

- vii. Failure to “[d]eny favored treatment to . . . special interests, and resist internal and external pressure to influence coverage.”¹

FIRST CAUSE OF ACTION
(Defamation)
Against the Town of Blythewood

79. Plaintiffs Hunter and MPA Strategies reallege the forgoing where consistent.

80. The Town through employees, according to Defendant Franklin, spread rumors on or about February 1, 2021, that Plaintiff was engaged in a romantic relationship with Councilman Donald Brock and implied or directly stated that was the reason MPA Strategies, LLC was set to receive the bid for PR services for the Town.

81. The Town through its Town Attorney told a local reporter on February 22, 2021 that Plaintiff was engaged in a romantic relationship referred to as a “affair” with Brock again implying this was the reason MPA Strategies, LLC was set to receive the bid for PR services for the Town.

82. The Town has defamed Plaintiff’s professional reputation and character for chastity which amounts to per se defamation under South Carolina law.

83. The Town acted with at least common law malice in defaming the Plaintiff.

84. These defamatory publications about the Plaintiff and Brock were false and undermined Plaintiff’s professional reputation.

85. Plaintiff has suffered and seeks recovery for reputational loss, lost goodwill, lost earning capacity, shock, humiliation, and pain and suffering.

SECOND CAUSE OF ACTION
(Defamation)
Against Bryan Franklin

86. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

¹ <https://www.spj.org/ethicscode.asp>.

87. Defendant Franklin has engaged in multiple instances of defamation to the Plaintiff beginning on February 1, 2021 and continuing to at least May 5, 2022.

88. Defamatory remarks include suggestions that Plaintiff Hunter engaged in a romantic relationship in order to obtain business, that Plaintiffs were involved in a quid pro quo with Councilman Brock, that Plaintiffs were party to a conspiracy with Brock and the Voice, that Plaintiffs' business dealings were reproachful, and that Plaintiffs engaged in other inappropriate conduct with respect to its contract with the Town of Blythewood.

89. The remarks by Franklin were published to third parties directly and through the media at-large.

90. The remarks by Franklin were knowingly false and made in reckless disregard for the truth.

91. The remarks by Franklin were made with malice based on his political feud with Brock, disappointment and bruised ego based on his preference for the Chamber of Commerce over MPA Strategies not carrying the weight of counsel, and his retaliatory disdain for the Plaintiffs because Hunter took appropriate legal action to protect herself.

92. Plaintiffs have suffered and seeks recovery for reputational loss, lost goodwill, lost earning capacity, shock, humiliation, and pain and suffering.

93. Defendant Franklin's behavior has been willful and wanton and Plaintiffs should recover punitive damages as a result.

THIRD CAUSE OF ACTION
(Defamation)
Against Tonya Page

94. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

95. Defendant Page has published defamatory remarks and insinuations by Plaintiff directly or in a format that was attributed to Franklin that include suggestions that Plaintiff Hunter engaged in a romantic relationship in order to obtain business, that Plaintiffs were involved in a quid pro quo with

Councilman Brock, that Plaintiffs were party to a conspiracy with Brock and the Voice, that Plaintiffs' business dealings were reproachful, and that Plaintiffs engaged in other inappropriate conduct with respect to its contract with the Town of Blythewood.

96. Defendant Page has failed to behave like a Journalist should and has breached the Code of Journalistic Ethics in numerous regards.

97. Defendant Page's conduct has been malicious and the remarks and insinuations about the Plaintiff are false, knowingly false, and made with reckless disregard for the truth.

98. Plaintiffs have suffered and seeks recovery for reputational loss, lost goodwill, lost earning capacity, shock, humiliation, and pain and suffering.

99. Defendant Page's behavior has been willful and wanton and Plaintiffs should recover punitive damages as a result.

FOURTH CAUSE OF ACTION
(Tortious Interference with Contract)
Against Franklin and Page

100. Plaintiff MPA Strategies realleges the foregoing where consistent.

101. Defendants Franklin and Page have engaged in the actions detailed in the above two causes with the intent of procuring the breach and early termination of MPA Strategies' contract with Blythewood.

102. Defendants Franklin and Page were successful in procuring the breach and early termination of that contract.

103. Defendants Franklin and Page did so without lawful justification and based on a personal intent to hurt the Plaintiffs.

104. The same amounts to a tortious interference with contract that has caused the Plaintiff damage including lost wages, lost earning capacity, reputational loss, lost good will, and pain and suffering.

105. These defendants' conduct was willful and wanton and the Plaintiff MPA Strategies is entitled to punitive damages as a result of the same.

FIFTH CAUSE OF ACTION
(Negligence)
Against the Town

106. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

107. Defendant Blythewood has been negligent in failing to properly train and supervise its employees and agents to prevent the defamatory conduct alleged in the First Cause of Action above.

108. The Town has also been negligent in ensuring that its ordinances are followed with respect to Town Business including with respect to its form of government to ensuring that the Mayor did not engage in unethical conduct including using the Town and its infrastructure to further his own personal political goals and desires.

109. The Town owed Plaintiffs a duty to act in due care to train and supervise its employees to not defame members of the public and to adequately train its elected officials on its ordinances and the ethical expectations they bear as elected officials.

110. The Town has breached these duties resulting in foreseeable harm to the Plaintiffs.

111. The same amounts to negligence for which the Town is liable that has resulted in damages to the Plaintiffs to include lost wages, lost earning capacity, reputational loss, lost good will, and pain and suffering.

SIXTH CAUSE OF ACTION
(Negligence)
Against Franklin

112. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

113. Defendant Franklin, with an understanding that his words carry certain influence among the public, has a duty to act with due care to ensure that his communications about businesses

and business people are true and do not unfairly mischaracterize businesses and business people in a way that harms their character and earning capacity.

114. Defendant Franklin breached those duties with respect to the Plaintiffs resulting in damages to the Plaintiffs which include lost wages, lost earning capacity, reputational loss, lost good will, and pain and suffering.

115. Franklin failed to exercise even slight care and his actions were reckless and wanton and Plaintiff is entitled to punitive damages as a result.

SEVENTH CAUSE OF ACTION
(Negligence)
Against Page

116. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

117. Defendant Page has certain duties as a journalist including those set forth in the Code of Journalistic Ethics reprinted above.

118. Defendant Page also has a duty, based on the foreseeability of harm, to Plaintiffs occasioned by her publishing commentary by Defendant Franklin about the Plaintiff.

119. Defendant breached that duty by failing to follow basic journalistic ethics and acting as an unfiltered propagandist for Defendant Franklin.

120. Defendant Page was grossly negligent as she failed to exercise even slight care in her actions.

121. This has resulted in damages to the Plaintiffs which include lost wages, lost earning capacity, reputational loss, lost good will, and pain and suffering.

122. Page's actions were reckless and wanton and Plaintiff is entitled to punitive damages as a result.

EIGHTH CAUSE OF ACTION
(Negligence)
Against Camden Media Company, LLC

123. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

124. Defendant Camden Media Company, LLC had a duty to ensure that appropriate journalistic standards were followed with respect to the actions of Defendant Page one of its customers.

125. This duty arose when Defendant Camden Media was put on notice of Page's conduct at least as early as September 30, 2021.

126. Rather than exercising due care, Defendant Camden Media ratified Page's conduct and encouraged it to continue.

127. Her conduct has continued unabated as a result causing further harm to the Plaintiff that was preventable.

128. This has resulted in damages to the Plaintiffs which include lost wages, lost earning capacity, reputational loss, lost good will, and pain and suffering.

129. Camden Media's actions were reckless and wanton and Plaintiffs are entitled to punitive damages as a result.

NINTH CAUSE OF ACTION
(Civil Conspiracy)
Against Franklin and Page

130. Plaintiffs Hunter and MPA Strategies reallege the foregoing where consistent.

131. Franklin and Page conspired together to intentionally harm the Plaintiff by engaging in tortious and criminal conduct including concerted action to defame the Plaintiff and to interfere with her business dealings.

132. This amounts to an unlawful civil conspiracy for which they are liable.

133. Franklin and Page's actions were willful and wanton and Plaintiff is entitled to punitive damages for the same.

134. Franklin and Page are also liable to the Plaintiff for actual and consequential damages including: lost wages, lost earning capacity, reputational loss, lost good will, and pain and suffering.

TENTH CAUSE OF ACTION
(Breach of Contract)
Against the Town

135. Plaintiff MPA Strategies realleges the foregoing where consistent.

136. Defendant Town terminated Plaintiff's contract early without proper procedure.

137. Defendant Town breached the underlying duty of good faith and fair dealing in its dealings with Plaintiff with respect to the contract.

138. Defendant Town mailed a check for the notice period in the contract, but simultaneously threatened to pursue criminal action.

139. This placed Plaintiff in an untenable situation where it was unable to cash the check without inheriting the risk of further abuses of process by the Town.

140. This breach of contract has resulted in damages to the Plaintiff which include lost wages under the contract and the late penalty in the contract.

141. Plaintiff also seeks and is entitled to attorney fees on this contract under state law.

PRAYER FOR RELIEF

142. Plaintiffs realleges the foregoing where consistent.

143. Plaintiffs request a jury trial on all claims and all triable issues.

144. Plaintiffs request that the jury award, within its discretion, a reasonable sum for all damages sought on the above claims including punitive damages where legally cognizable.

145. Plaintiffs request that the Court award them all equitable relief it deems just and necessary up to and including reinstatement or front pay.

146. Plaintiffs also request pre-judgment interest.

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