



State of South Carolina	In the Court of Common Pleas
County of <u>Orangeburg</u> [Fill in the County Where this Form will be Filed]	<u>First</u> [Fill in the Circuit Where this Form will be Filed] Judicial Circuit

Plaintiff(s): South Carolina State University Foundation, Inc. Plaintiff vs. Defendant(s): President Alexander Conyers, in his individual and official capacity as President of South Carolina State University, Chairman Douglass Gantt, in his individual and official capacity as Chair of the University's Board of Trustees, and South Carolina State University, Defendants	File No. _____ [Fill in File Number]
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Summons

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith 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 after service hereof, exclusive of the day 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.

s/Brook B. Andrews
Plaintiff/Attorney for Plaintiff Signature



**SOUTH CAROLINA
JUDICIAL BRANCH**

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Columbia, South Carolina
[Fill in City]

Dated: May 4, 2026

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) FIRST JUDICIAL CIRCUIT

South Carolina State University Foundation,) Civil Action No. 2026-CP-38-_____
Inc.)

Plaintiff,)

COMPLAINT

v.)

President Alexander Conyers, in his individual)
and official capacity as President of South)
Carolina State University, Chairman Douglass)
Gantt, in his individual and official capacity as)
Chair of the University’s Board of Trustees, and)
South Carolina State University.)

Defendants.)

INTRODUCTION

1. Plaintiff South Carolina State University Foundation, Inc. (the “Foundation”) submits this Complaint against Defendants, President Alexander Conyers, in his individual and official capacity as President of South Carolina State University (“Conyers”), Chairman Douglass Gantt (“Gantt”), in his individual and official capacity as Chair of the University’s Board of Trustees, and South Carolina State University (the “University”), seeking declaratory and injunctive relief under applicable South Carolina law and 42 U.S.C. § 1983.

2. This lawsuit arises from a retaliatory campaign by South Carolina State University President Alexander Conyers to turn an independent charitable foundation into a compliant source of cash for his own priorities – a campaign that began when the Foundation refused to blindly supplement his own salary. From that point forward, what should have been a cooperative relationship between a public university and an independent charitable foundation became a

sustained effort by the President, aided by the Chairman of the University's Board of Trustees, to seize control of the Foundation's assets, donor relationships, governance, and voice. When the Foundation refused to surrender its independence, the University's leadership turned to retaliation.

3. Over the next two years, the President and his allies sought to force the Foundation into submission. They pressed for easier access to unrestricted funds, demanded influence over Foundation governance, threatened termination of the parties' Memorandum of Understanding ("MOU"), and attempted to strip the Foundation of the independent controls that protect donor intent and charitable assets. When those efforts failed, the campaign escalated. The President threatened to begin publicly criticizing the Foundation and its activities if it did not concede to his demands. The University then purported to terminate the MOU through an invalid and unlawful process, ordered the Foundation out of its office space, seized donor records and data that the Foundation had entrusted to the University only for limited administrative purposes, and used that information to solicit the Foundation's own donors for a competing University gala. As a direct result of that misconduct, the Foundation's longstanding fundraising event was damaged, its donor relationships were undermined, and its ability to carry out its charitable mission for South Carolina State University students was seriously impaired.

4. The Foundation is not President Conyers' bank account. It is a separate and independent nonprofit corporation, governed by its own board and charged with protecting charitable assets and donor intent in service of the University and its students. It is not an arm of the President, a slush fund for University leadership, or a pool of money to be accessed whenever the President makes a demand. The governing MOU recognizes that independence by acknowledging the Foundation's status as a separate entity, its control over its own assets, its responsibility for stewardship of gifts, and its authority to maintain donor confidentiality. It also

requires specific procedures before either side may terminate the parties' relationship. Defendants ignored those limits because the Foundation refused to serve as a compliant source of cash and instead insisted on following the law, the MOU, and its fiduciary obligations.

5. The Foundation seeks declaratory and injunctive relief establishing that the University's purported termination of the MOU is invalid and ineffective; relief for Defendants' breach of contract; relief requiring the preservation, return, and non-misuse of the Foundation's donor records and related data; damages and other appropriate remedies for Defendants' wrongful interference with the Foundation's property and operations; and relief under 42 U.S.C. § 1983 for Defendants' retaliation against the Foundation for exercising its rights to speak, associate, and solicit lawful charitable support. Unless enjoined, Defendants' misconduct will continue to inflict irreparable harm on the Foundation, its reputation, its donor relationships, and the students and programs the Foundation exists to support.

6. Defendants' conduct extends beyond a private dispute between entities and raises significant concerns regarding the use of public authority, the integrity of charitable fundraising, and the protection of donor-restricted funds intended for student support. As a public institution, the University is entrusted with maintaining transparency, accountability, and lawful stewardship of resources. The actions described herein undermine public trust, create confusion among donors, and risk the misallocation or misrepresentation of funds intended to benefit students of the University.

PARTIES

7. Plaintiff Foundation is a non-profit business entity organized under the laws of the State of South Carolina, and its headquarters is located in Orangeburg County, South Carolina.

8. Defendant University is a government entity and state university formed and operated under the laws of South Carolina with its principal place of business in Orangeburg County, South Carolina.

9. Defendant University is a body politic created pursuant to the laws of South Carolina. It is a “public body” as that term is used in the Public Records Statute, S.C. Code Ann. § 30-1-20 of the South Carolina Code of Laws and has the authority to sue and be sued in its own name pursuant to the laws of South Carolina.

10. Upon information and belief, Defendant Conyers is a citizen of the State of South Carolina residing in Orangeburg County, South Carolina. Defendant Conyers is sued in both his official and individual capacities.

11. Upon information and belief, Defendant Gantt is a citizen of the State of South Carolina residing in Orangeburg County, South Carolina. Defendant Gantt is sued in both his official and individual capacities.

JURISDICTION AND VENUE

12. Venue is proper in this Court because the Causes of Action arose in Orangeburg County, South Carolina, the acts and practices complained of occurred there, and it is where the parties are situated, do business, and may be found.

13. This Court has proper jurisdiction of both the parties and the subject matter in this action, as this action arises, *inter alia*, under the laws of South Carolina.

BACKGROUND

The Foundation

14. The Foundation was incorporated by a group of citizens of the State of South Carolina on May 4, 1971, in accordance with the laws of South Carolina.

15. The Foundation is a nonprofit corporation organized under the South Carolina Nonprofit Corporation Act of 1994, S.C. Code Ann. § 33-31-101 *et seq.* and qualifies under Section 501(c)(3) of the Internal Revenue Code for tax purposes.

16. The Foundation is a non-profit corporation that is not directly or indirectly controlled by the University. The Foundation's Board of Directors is self-perpetuating in that any vacancies are filled by the Foundation's Board of Directors itself. The University has no right to appoint members of the Foundation's Board of Directors.

17. The purpose of the Foundation pursuant to its by-laws is to accomplish the following objectives:

- a. To foster and promote the growth of the University.
- b. To encourage, solicit, receive, and administer gifts and bequests of property, and to hold in trust any proper (real and personal) given, devised, bequeathed, given in trust or in any other way made over to said corporation in furtherance of the objectives of the Foundation to benefit the University.
- c. To invest or disburse all monies received, and generally, to care for, manage, administer, and control all such property received in accordance with the desired uses of the donors and to use it in furtherance of the objectives of the Foundation.
- d. To perform any acts to expend funds (not specifically) designated in any manner the Foundation's Board of Directors shall determine to be in furtherance of the objectives of the Foundation and beneficial to the University.

These objectives are hereinafter referred to collectively as the "Foundation's Objectives."

18. The Foundation's bylaws provide that "[a]ll gifts accepted by the [Foundation] shall be received, managed, and expended in support of the . . . Foundation and in furtherance of its objectives on behalf of [the] University, including its faculty, staff, and students."

19. The Foundation is governed by a Board of Directors (the "Foundation's Board of Directors").

20. Pursuant to the Foundation's bylaws, the Chair of the University's Board of Trustees, the President of the University, the President of the University's National Alumni Association (or his representative), and the President of the Student Government Association of the University, shall be non-voting *ex-officio* members of the Foundation's Board of Directors.

21. Defendant Conyers is currently the President of the University and, pursuant to the Foundation's bylaws, is currently an *ex-officio* member of the Foundation's Board of Directors.

22. Defendant Gantt is currently the Chair of the University's Board of Trustees and, pursuant to the Foundation's bylaws, is currently an *ex-officio* member of the Foundation's Board of Directors.

The Memorandum of Understanding

23. While not necessary to fulfill the Foundation's Objectives, from time to time since the creation of the Foundation, the Foundation and the University have been parties to a memorandum of understanding outlining the roles and responsibilities of the Foundation and the University with respect to the Foundation's implementation of the Foundation's Objectives.

24. The most recent and operative version of the memorandum of understanding is the Second Amended and Restated Memorandum of Understanding (the "MOU").

25. The MOU was entered into by the Foundation and the University on November 26, 2024.

26. The MOU was for a term of twelve months from the Effective Date of November 26, 2024.

27. On November 26, 2025, the MOU automatically renewed for another twelve-month term pursuant to Section 1.2 of the MOU.

28. The MOU provides as follows with respect to its termination at Section 1.3:

Either party may, upon 90 days prior written notice to the other party, terminate this Agreement. The party initiating termination of the Agreement must act in good faith to provide an opportunity for a meeting to include the President of the University, Foundation executives, and the Chairs of the Board of Trustees of the University and the Board of Directors of the Foundation within 30 days of initial written notice of intention to terminate the Agreement. Notwithstanding the foregoing, either party may terminate this Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice to the defaulting party.

29. Pursuant to Section 2 of the MOU, the Foundation is permitted to use the name, South Carolina State University, and the University's seal and other identifying marks for its fundraising on behalf of the University.

30. Section 4 of the MOU expressly recognizes that the "Foundation and the University are separate and distinct entities."

31. Further, pursuant to Section 7.2 of the MOU, the University expressly "recognizes that the Foundation is a private corporation with the authority to keep records and data confidential consistent with applicable law."

32. Section 7.8 of the MOU outlines the relationship, roles, and responsibilities of the Foundation and University with respect to fundraising:

The University and the Foundation recognize their distinct but complementary roles in advancing the mission of South Carolina State University through effective fundraising and stewardship. The **Foundation** is responsible for administering and managing all contributions made to the Foundation, ensuring compliance with applicable regulations, financial management, reporting, and the proper stewardship of such contributions. This includes **processing** contributions, which encompasses the collection, recording, tracking, acknowledging, and reconciliation of donations (referred to as the "Gift Processing Duties"). The **University** plays a vital role in soliciting and securing donations to support its mission and priorities, working collaboratively with the Foundation to ensure that all fundraising efforts are aligned with the institution's goals. The Foundation may delegate the Gift Processing Duties to another party, but the Foundation remains responsible for any delegated activities.

(emphasis in original).

33. Consistent with Section 7.8 of the MOU, the Foundation delegated the collection and recording aspects of the Gift Processing Duties to the University in Section 7.8.1 of the MOU.

34. Section 8.4.1 of the MOU indicates that the “Foundation is the primary depository of private gifts and will make available funds to the designed entity within the University in compliance with applicable laws, University policies, and Foundation spending policies and gift agreements.”

35. Although the MOU permits the President of the University to submit an annual budget detailing his desired use of unrestricted dollars, the Foundation maintains the “sole discretion” to determine whether to transfer funds for the items listed in the President’s annual budget.

36. Similarly, the MOU permits the President of the University to request the transfer of funds from the Foundation to the University outside of the annual budget, but the Foundation again retains the “sole discretion” to determine whether to fund such a request.

37. Section 8.4.6 of the MOU expressly prohibits the Foundation from funding salary supplements for the University administrators, faculty, or staff unless specific procedures are followed. Additionally, with respect to salary supplement request, the Foundation again maintains the “sole discretion” to determine whether to fund such salary supplement.

38. Thus, in all respects, the Foundation, as an entity independent from the University, retains the sole discretion for the disbursements of its funds (consistent with its charitable purpose, donor intent, and applicable laws and regulations).

39. The MOU does not permit the University to demand the Foundation to fund any item of need.

40. Pursuant to Section 8.5.3 of the MOU, the Foundation must “maintain, at its own expense, copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.”

41. Pursuant to Section 8.5.4 of the MOU, the Foundation must “provide access to data and records to the University in accordance with requests by the University with applicable law and Foundation policies and guidelines.”

The Foundation’s Funds and the Annual Scholarship Gala and Tribute

42. The Foundation maintains its funds in three primary categories: (1) unrestricted funds; (2) restricted funds; and (3) reserve funds.

43. The unrestricted funds generally consist of donations and gifts that have not been designated or earmarked by the donor for a specific purpose.

44. Restricted funds generally consist of donations and gifts that have been designated or earmarked by the donor for a specific purpose. For example, a donor may wish to support a certain program or department within the University. If the donor properly expresses this intent, the funds are restricted, and the Foundation will only disperse those funds in accordance with the donor’s request, absent special circumstances.

45. The reserve funds consist of neither gifts nor donations. Instead, the Foundation has grown its reserve funds over the years through prudent financial decision making and stewardship. These funds have not been derived from fundraising efforts of the University. The Foundation primarily uses its reserve funds to finance its Annual Scholarship Gala and Tribute in furtherance of its mission and the Foundation’s Objectives. Proceeds from the gala are restricted to providing scholarships for students at the University.

46. The Foundation's primary responsibility, as outlined in the Foundation's Objectives, is not to fundraise, but to serve as a good steward of funds donated for the benefit of the University and to appropriately disperse and administer those funds to the University in accordance with applicable law and donor intent.

47. Nevertheless, the Foundation's Annual Scholarship Gala and Tribute is a fundraising activity and serves as the Foundation's primary fundraising activity. This year marked the 35th Annual Scholarship Gala and Tribute. As noted above, the gala is funded solely from the Foundation's reserve funds.

Defendants' Attempts to Access and Control the Foundation's Funds

48. In early 2023, Defendant Gantt requested that the Foundation transfer funds to the University for \$75,000 of supplemental compensation for Defendant Conyers.

49. On or about February 8, 2023, after robust discussion regarding the issue at a meeting of the Foundation's Board of Directors, the Foundation informed the University that it would not exercise its discretion to fund the requested supplemental compensation for Defendant Conyers at that time.

50. The basis for the Foundation's decision to not fund the supplemental compensation for Defendant Conyers is fully explained in the letter of February 8, 2023, which is attached hereto as **Exhibit A**.

51. As explained in the letter, the Foundation could not accommodate the request for Conyers' supplemental compensation because it could not accept contractual obligations it could not fund. As the Foundation explained, to the extent the University wanted funds for supplemental compensation for Defendant Conyers, the University would need to raise those funds because no Foundation funds existed to pay it.

52. While the Foundation was not inherently opposed to providing a salary supplement for Defendant Conyers, it was the Foundation's position that the request should follow formal procedures and be accompanied by substantive justifications and/or the University should raise funds for the specific purpose of administrative salary supplements.

53. The Foundation did ultimately fund the 2023 salary supplement for Defendant Conyers after additional discourse with and sustained pressure by the University. However, the Foundation's refusal to initially approve the requested supplemental compensation based on fiduciary obligations and lack of available unrestricted funds marked the beginning of a sustained effort by Defendants to exert control over Foundation assets and decision-making, setting in motion the pattern of conduct described herein.

54. Upon information and belief, the Defendants' goal is to seize the Foundation's assets by any means necessary for their own benefit and to the detriment of the Foundation.

55. On or about June 2, 2023, Defendants Conyers and Gantt, as *ex-officio* members of the Foundation's Board of Directors, attended a Foundation Board meeting.

56. During that meeting, Defendant Conyers inquired about separating unrestricted funds from the Foundation and reactivating the Advancement Foundation (a prior non-proper foundation that worked with the University that is discussed in more detail below) to house unrestricted University gifts.

57. Subsequent discussions during the meeting revealed that Defendant Conyers and Gantt's ultimate goal was to give the University, and therefore themselves, greater and faster control and flexibility over unrestricted funds to supplement salaries.

58. Intermittently throughout the remainder of 2023 and into 2024, Defendants Conyers and Gantt insisted that the Foundation fund a salary supplement for President Conyers.

However, Defendants Conyers and Gantt failed to follow proper protocols in making these requests and failed to provide the Foundation with the requisite information that it needed in order to fund the requests and still maintain its tax-exempt status.

59. Defendants Conyers and Gantt were uninterested in following the proper procedures and instead desired to access a salary supplement in an amount that that Defendants Conyers and Gantt deemed appropriate without any oversight from the University and without a formal request from the University to the Foundation for the supplement.

60. At one point towards the end of 2023, Defendant Gantt asserted that if the Foundation continued to refuse to fund the salary supplement, the University would terminate its relationship with the Foundation and start working with the Advancement Foundation.

61. The South Carolina Office of Inspector General previously admonished an arrangement between the University and another foundation whereby the University maintained exclusive control of the foundation's activities.

62. More specifically, the University was previously investigated by the Inspector General based on its dealings with the aforementioned Advancement Foundation that Defendant Gantt wished to reactivate.

63. The final recommendation from the Inspector General Report stated:

The University's foundations should re-examine the adequacy of their respective policies and procedures to ensure adequate control over their assets and expenditures and prevent University executives from having unilateral access to assets without foundation approval.

64. Based on the actions of Defendants Conyers and Gantt, the Foundation was concerned that history was repeating itself.

65. While the Foundation was not opposed to some type of salary supplement for Defendant Conyers, the Foundation continually stressed that a governance framework should

accompany such requests and that the Foundation and University must ensure that sufficient unrestricted funds (or funds restricted for salary supplements for University administration) were budgeted and available to pay the supplement.

66. After the events of 2023 and the disagreements over the proper mechanisms for accessing salary supplements, the Foundation wished to revise its MOU with the University to clearly define the proper procedures.

67. During this time, Defendant Gantt directed the Foundation to comply with salary supplement requests and suggested that Defendant Conyers have unrestricted access to the Foundation's funds.

68. Upon information and belief, the University only signed the MOU dated November 26, 2024, to secure the \$100,000 salary supplement for President Conyers that year.

69. In 2025, after the execution of the amended MOU, the Foundation implemented specific policies and a process for the University to request and the Foundation to pay salary supplements to Defendant Conyers.

70. The University requested monthly payments for Defendant Conyers, and the Foundation began making them consistent with the MOU and the new policies.

71. However, the University then stopped complying with the agreed-upon procedures, and the Foundation stopped the monthly payments as a result.

72. Once the University resumed compliance with the proper procedures, the Foundation had insufficient unrestricted funds to cover the salary supplements because the unrestricted funds had been drawn down and expended at the University's request for other purposes. Further, there were no restricted funds designated for such a purpose.

73. Shortly after the Foundation stopped the monthly salary supplement payments, Defendant Conyers began a campaign to question the expenditures of the Foundation in relation to the Foundation's Annual Scholarship Gala and Tribute.

74. Defendant Conyers accused the Foundation of mismanaging its financial assets in relation to the gala and continuously requested records beyond what the Foundation was required to provide to the University under the MOU.

75. Moreover, Defendant Conyers repeatedly requested detailed information about the Foundation's Funds that also went beyond what the Foundation was required to provide to the University under the MOU.

76. Defendant Conyers was requesting these records under the guise of accountability. In reality, Defendant Conyers wanted information and access to the Foundation's funds to repurpose them.

77. Defendant Conyers revealed his true intentions during an Alumni Association meeting where he indicated a desire to build an endzone facility in the University's football stadium. Upon information and belief, Conyers indicated his desire to approach the donors of the Foundation's restricted funds and ask them to agree to remove the restrictions so that the money could be used for the football stadium.

78. Such a repurposing would take scholarship money away from the University's students, and in turn would take revenue away from the University.

79. Throughout 2025, Defendants Conyers and Gantt, as *ex-officio* members of the Foundation's Board of Directors, threatened to terminate the MOU if the Foundation did not make desired changes to the Foundation's bylaws and governance structure.

80. Defendants Conyers and Gantt’s actions were nothing less than a hostile attempt to take over the Foundation and its assets. The Foundation resisted.

81. On or about August 21, 2025, the University Board of Trustees voted to re-affiliate with the Advancement Foundation, and authorized University staff to begin working on an affiliation agreement with the separate foundation.

82. The University’s affiliation with the Advancement Foundation constitutes a breach of Section 8.4.1, which requires the Foundation to be the “primary depositor” of private gifts.

83. The University, by and through Defendants Conyers and Gantt, also scheduled and held a competing gala to the financial detriment of the Foundation.

84. More specifically, on August 29, 2025, the University announced its intention to host a scholarship gala—the Garnet and Blue Gala.

85. The University strategically and deliberately scheduled the gala on April 18, 2026, one week before the Foundation’s Annual Scholarship Gala and Tribute that was already scheduled for April 25, 2026.

86. Upon information and belief, Defendants Conyers and Gantt used knowledge of the Foundation’s donor base, sponsorship structure, and event timing information obtained through their roles as *ex-officio* participants in Foundation governance, to establish a competing fundraising event designed to divert support from the Foundation’s longstanding student-focused gala. Such actions raise serious concerns regarding the misuse of access, potential conflicts of interest, and interference with established charitable fundraising efforts.

87. During a special session of the Foundation’s Board of Directors on September 3, 2025, Defendant Conyers, who is an *ex-officio* member of the Foundation’s Board of Directors,

acknowledged that he planned this gala knowing that it would compete with the Foundation's event and further acknowledged that he did not confer with the Foundation before announcing it.

88. Defendant Conyers explicitly stated to a member of the Foundation's Board of Directors that his intention was to undermine the Foundation's Annual Scholarship Gala and Tribute.

89. Subsequently, the University and Defendant Conyers pressed the Foundation to cancel its Annual Scholarship Gala and Tribute under the guise that the Foundation's gala will cause donor conflict, sponsorship dilution, and mission misalignment.

90. The Foundation conducted an extensive analysis related to whether it should cancel its 35th Annual Scholarship Gala and Tribute due to the gala scheduled by the University. The Foundation determined that it would cost the Foundation between \$78,000 and \$110,000 to either postpone or cancel the event due to non-refundable deposits for the facilities and equipment needed to host the gala.

91. The Foundation ultimately resisted the pressures to cancel its event, and the Foundation proceeded with its plans to host its 35th Annual Scholarship Gala and Tribute on April 25, 2026.

92. Because the Foundation refused to submit to the University's unreasonable demands, the University accused the Foundation of violating the MOU by proceeding with a separate gala. This is despite the fact that the Foundation has hosted its Annual Scholarship Gala and Tribute for over 30 years and despite the fact that Defendant Conyers knowingly planned the University's gala to directly compete with the Foundation's annual gala.

93. On November 17, 2025, the University sent the Foundation a letter pursuant to Section 1.3 of the MOU requesting that the Foundation show cause why the University should not pursue its remedies under the MOU.

94. The tenor of the University's November 17, 2025, letter is that the Foundation somehow breached its duties and the MOU by refusing to accede to the University's and Defendant Conyers' demands to cancel its 35th Annual Scholarship Gala and Tribute and forfeit \$78,000 to \$110,000.

95. However, there are no provisions in the MOU or otherwise that prohibit the Foundation from conducting its own fundraising event, and it has successfully done so for decades.

96. Additionally, contrary to the University's suggestions, the MOU does **not** require the Foundation to conduct or support any specific fundraising activity requested by the University. Instead, the Foundation's Board of Directors must first approve any such request, and if approved, the Foundation will manage and conduct the activity or initiative in accordance with the University's priorities.

97. A true and accurate copy of the November 17, 2025, letter from the University is attached hereto as **Exhibit B**.

98. The Foundation did not immediately respond to the baseless allegations in the letter of November 17, 2025.

99. In addition to the University's creation of a competing gala, the University has diverted and/or improperly retained donor gifts designated to Foundation-managed fund accounts.

100. More specifically, the Foundation identified that certain donor gifts designated to Foundation-managed funds were routed to, and are presently held in, bank accounts of the University.

101. In accordance with gift processing procedures, these gifts were recorded as revenue on the Foundation's gift ledger and are labeled with Foundation fund account numbers and fund names consistent with established Foundation accounting practices. However, such funds have not been remitted to the Foundation.

102. The Foundation demanded that the University transfer all funds corresponding to Foundation-designated fund accounts that were held in University-controlled bank accounting to the Foundation.

103. To the extent the University refused to transfer the funds, the Foundation also demanded that the University produce any donor communications, solicitations, gift instruments, or other documentation relied upon to assert that any of the gifts were intended for the University rather than the Foundation.

104. The Foundation also requested a forensic reconciliation detailing all misdirected donor funds, dates received, amounts, gift designations, corrective transfer, and written certification of full restitution.

105. A true and accurate copy of the Foundation's Demand for Immediate Restitution of Foundation-Designated Gifts is attached hereto as **Exhibit C**. While the letter attached as Ex. C is dated January 9, 2025, that year is a scrivener's error. The letter was sent on or about January 9, 2026.

106. The University provided a convoluted and incoherent response to the January 9, 2026, demand letter.

107. A true and accurate copy of the University's response to the Foundation's January 9, 2026, demand letter is attached hereto as **Exhibit D**.

108. On or about January 20, 2026, and consistent with their desire to undermine the Foundation's Objectives, the University evicted the Foundation from its University-assigned premises.

109. A true and accurate copy of the University's January 20, 2026, eviction letter is attached hereto as **Exhibit E**.

110. On January 23, 2026, the University's Board of Trustees held a meeting, at which a motion was made and seconded to terminate the MOU.

111. The matter then proceeded to a vote without the University Trustees having an opportunity to discuss the matter.

112. At least one voting Trustee made a request to discuss the motion prior to the vote by the request was denied by Chairman Gantt.

113. The motion to terminate the MOU purportedly passed by a vote of the University's Board of Trustees.

114. The motion to terminate the MOU was invalid and ineffective because it failed to comply with the University's bylaws with respect to public votes by denying the Trustees the right to discuss the motion in public session.

115. The sequence of events surrounding the January 23, 2026, vote, including the absence of meaningful deliberation during the public meeting, the denial of requests for discussion, and the subsequent actions taken by the University, raises substantial concerns regarding compliance with applicable bylaws and Robert's Rules of Order.

116. On January 23, 2026, the University sent the Foundation a letter which purported to provide 90-days' notice of the termination of the MOU.

117. A true and accurate copy of the University January 23, 2026, Official 90 Days' Notice of Termination of Memorandum of Understanding is attached hereto as **Exhibit F**.

118. In violation of the MOU, the University failed to make good faith efforts to provide an opportunity for a meeting with the requisite individuals within 30 days of the initial written notice of the University's intent to terminate the MOU.

119. Following the University's proposed termination of the MOU, on or about February 2, 2026, the Foundation sent the University a letter raising various concerns and containing various requests, including:

- a. The Foundation noted the University's improper and ineffective vote to terminate the MOU and requested that the University Board of Trustees notice and convene another public meeting that permits proper discussion on the proposed termination of the MOU;
- b. The Foundation requested the immediate return of the custody and control of its donor records, gift histories, fund designations, and charitable account data maintained by the University for the benefit of the Foundation (hereinafter, the "Foundation Data");
- c. The Foundation reiterated its prior request that the University undertake an audit of the donor deposits to ensure that the Foundation was properly credited and transferred all appropriate funds;
- d. The Foundation requested that the University extend the time for the Foundation to occupy its premises in the University facilities; and
- e. The Foundation requested that Defendant Conyers and others immediately cease and desist from any disparaging comments about the Foundation.

120. The letter also served to correct various false statements made by the University in the January 23, 2023, termination notice.

121. A true and accurate copy of the letter of February 2, 2026, is attached hereto as **Exhibit G**.

122. On February 26, 2026, Defendant Conyers sent a letter to the Foundation requesting \$500,000 for security enhancements following unfortunate and tragic campus security concerns and \$500,000 for athletics-related purposes (funds to support Name, Image, and Likeness).

123. As acknowledged in the letter, Defendant Conyers requested that the Foundation access the funds in its reserve account to fund these requests.

124. Although the MOU provides no avenue for the University to request funds from the Foundation's reserve account, Defendant Conyers has repeatedly made such requests—treating the funds as if he and/or the University are entitled to them.

125. A true and accurate copy of the letter of February 26, 2026, is attached hereto as **Exhibit H**.

126. In a letter dated March 24, 2026, and after careful consideration, the Foundation informed Defendant Conyers that it could not fund his requests.

127. As explained in the letter, as an independent organization, the Foundation must ensure the protection of its assets, maintain donor confidence, and preserve the long-term capacity to support the University. As such, and as stated in the letter, the Foundation must carefully balance immediate needs with liquidity requirements, existing commitments, and broader financial risk. Critically, based on the University's eviction of the Foundation from the University's office space and the termination of the MOU, the Foundation has new and unexpected capital requirements and expenses.

128. Donors who contributed funds under the understanding that such contributions would be administered through the Foundation for designated purposes have a reasonable expectation of transparency, accuracy, and adherence to stated use. Any deviation from those representations, whether through misallocation, misreporting, or redirection of funds, undermines

donor trust and raises concerns regarding the integrity of charitable solicitations associated with a public institution.

129. A true and accurate copy of the letter of March 24, 2026, is attached hereto as

Exhibit I.

130. The University next hired a law firm to write a formal cease and desist letter to the Foundation.

131. On or about April 23, 2026, the University sent the Foundation a letter demanding the following:

- a. That the Foundation discontinue all use of the University's name, seal, logos, and any other indicia of the University;
- b. That the Foundation immediately cease all solicitation of charitable contributions on behalf of, or purportedly for the benefit of, the University; and
- c. That the Foundation promptly identify, segregate, and provide a full accounting of all funds held, managed, or controlled by the Foundation.

132. The overall theme of the April 23, 2026, cease and desist letter is the baseless claim that the Foundation is unable to fulfill its charitable purpose following the purported termination of the MOU and, therefore, the University is entitled to all of the Foundations funds.

133. A true and accurate copy of the letter of April 23, 2026, is attached hereto as

Exhibit J.

134. In sum, and as detailed herein, the Defendants have engaged in a concerted and orchestrated effort over the past three years to access and spend the Foundation's funds at their whim and based on their discretion. However, the Foundation is not the Defendants' piggy bank. The Foundation is an independent organization with independent legal duties and requirements. This unlawful effort must be stopped, and the Foundation is entitled to the return of its valuable intellectual property and data in order to fulfill its charitable purpose.

FIRST CAUSE OF ACTION
(Violation of § 1983 – Against Defendants Conyers and Gantt)

135. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

136. The First Amendment to the United States Constitution protects freedom of speech, the right to solicit lawful charitable support, the right to associate for expressive purposes, and the right to be free from retaliation for exercising those rights.

137. Those protections apply to the States through the Fourteenth Amendment.

138. The Foundation, as a nonprofit corporation, is entitled to First Amendment protection for its expressive and fundraising activities.

139. The Foundation engaged in constitutionally protected activity, including but not limited to: communicating its positions regarding the governance and independence of the Foundation; exercising its independent discretion over Foundation funds and refusing to approve funding requests the Foundation determined were improper or unsupported; objecting to Defendants' efforts to control Foundation assets, governance, donor relationships, and donor data; soliciting charitable contributions for scholarships and other lawful Foundation purposes; and associating with donors, alumni, students, and supporters in furtherance of its charitable mission.

140. Defendants Conyers and Gantt retaliated against the Foundation for engaging in that protected activity.

141. At all relevant times, Defendants Conyers and Gantt acted under color of state law.

142. In furtherance of that retaliation, Defendants, among other things, sought to pressure the Foundation to surrender control over its assets; threatened public criticism of the Foundation if it did not concede to their demands; established and promoted a competing gala to undermine the Foundation's longstanding fundraising event; used or caused the use of donor

information associated with the Foundation's prior fundraising efforts to solicit donations for a competing University-controlled fundraising effort; purported to terminate the MOU through an invalid process; and threatened legal action designed to suppress the Foundation's ability to solicit lawful charitable support.

143. Defendants' actions would deter a person or entity of ordinary firmness from continuing to engage in the protected speech and association described above.

144. The Foundation's protected activity was a substantial or motivating factor in Defendants' retaliatory actions.

145. Defendants' adverse actions followed closely in time and were directly triggered by the Foundation's refusals to approve improper salary supplements, resist governance interference, and continue independent fundraising activities.

146. As a direct and proximate result of Defendants' conduct, the Foundation has suffered and continues to suffer injury, including interference with its speech, association, donor relationships, fundraising activities, reputation, and organizational mission.

147. Unless enjoined, Defendants' retaliatory conduct will continue to cause irreparable harm to the Foundation.

148. Plaintiff is entitled to declaratory and injunctive relief against Defendants in their official capacities, nominal damages and any other recoverable damages against Defendants in their individual capacities, and attorneys' fees and costs pursuant to 42 U.S.C. §§ 1983 and 1988.

SECOND CAUSE OF ACTION
(Declaratory Judgment – Against the University)

149. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

150. This cause of action is brought pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. § 15-53-10 *et seq.*, and involves an actual, justiciable controversy between the parties as described herein.

151. The MOU is a valid and enforceable contract between the University and the Foundation.

152. The Foundation has fully performed its obligations under the MOU.

153. The University purported provided notice of its intent to terminate the MOU by letter dated January 23, 2026.

154. However, this termination was ineffective for two independent reasons.

155. First, the vote of the University's Board of Trustees to terminate the MOU was invalid and ineffective because it was not done in accordance with the University's bylaws.

156. Article VIII, Section 5 of the University's Bylaws, dated December 5, 2024, state that Robert's Rules of Order Newly Revised ("RR") shall govern the proceedings and conduct of the meetings of the Board of Trustees.

157. RR Sections 4:16 and 43:14 state that once a motion is made and another member seconds the motion, the Chair is required to restate the motion, and every member has the right to speak on the motion.

158. RR provides a prohibition on skipping a discussion on a motion. Section 4:34 provides that the Chair cannot move to a vote simply because they believe everyone is ready. The Chair must explicitly ask, "Is there any further discussion?" or "Are you ready for the question?"

159. The Chair does not have the right to bypass discussion unless no Trustee wishes to speak or two-thirds of the Trustees vote to end the discussion. *See*, RR Sections 43:17 and 44:32.

160. These violations deprived Trustees of statutory and bylaw-mandated deliberation rights and rendered the vote procedurally unlawful.

161. Second, the University failed to meet in good faith with the Foundation following the purported notice of termination, making the termination ineffective pursuant to the terms of the MOU.

162. Thus, there is an existing and actual legal controversy regarding whether the MOU is still valid and enforceable or whether the University's purported termination was effective.

163. This controversy can be effectively resolved with a declaratory judgment that:

- a. The MOU remains in full force and effect;
- b. The January 23, 2026 vote was invalid; and
- c. The termination notice is ineffective.

164. As further relief, the Foundation seeks a temporary restraining order to preserve the status quo pending the Court's decision on the Foundation's request for a preliminary injunction to preserve the status quo pending the Court's decision on the declaratory judgment requests above pursuant to SCRC P 65.

165. The Foundation also seeks a permanent injunction enforcing the declaratory judgments pursuant to S.C. Code Ann. §§ 15-53-20 and 15-53-120 by requiring Defendants to comply with the MOU consistent with the Court's declarations

THIRD CAUSE OF ACTION
(Breach of Contract, Including the Covenant of Good Faith and Fair Dealing
– Against the University)

166. Each and every allegation in the above-numbered paragraphs is repeated and incorporated herein as if stated verbatim.

167. This MOU is or was a binding contract entered into between the Foundation and the University.

168. Pursuant to the MOU, the Foundation is responsible for and has custody and control over its donor records, gift histories, fund designations, and charitable account data.

169. Additionally, the Foundation Data has been compiled and maintained for several decades by the University for the benefit of the Foundation.

170. Pursuant to the MOU, the Foundation delegated certain Gift Processing Duties to the University, including recording and tracking donation activity.

171. Although physically maintained by the University for administrative convenience, all donor data constitutes the Foundation's confidential and proprietary information held by the University solely as a delegated custodian.

172. However, the Foundation retains fiduciary responsibility and accountability for its funds and it is essential that the Foundation Data be returned to the Foundation immediately.

173. The Foundation demanded the return of the Foundation Data, but the University has failed to return it.

174. The University has breached the terms of MOU, and the duty of good faith and fair dealing, by failing to return the Foundation Data to the Foundation.

175. As a direct and proximate cause of the University's failure to return the valuable and proprietary Foundational Data, the Foundation has suffered damages.

176. As a separate breach of contract, the University has violated the MOU by mishandling donor deposits.

177. As detailed herein, the Foundation previously discovered a series of transactions being recorded as revenue for the Foundation but deposited into a bank account for the University.

178. To date, \$23,510.52 of Foundation funds erroneously deposited into the University's bank account have been returned to the Foundation by the University after a formal demand from the Foundation to the University but there are still lingering payments that need to be reconciled and returned to the Foundation.

179. Despite numerous requests from the Foundation, the University has failed to conduct an audit or otherwise reconcile these erroneous transactions. Instead, the University sent an incomprehensible explanation on January 9, 2026, that raises more questions than answers.

180. As a direct and proximate cause of the University's improper recordkeeping and mishandling of donor deposits in violation of the MOU, the Foundation has suffered damages.

181. As relief for the aforementioned breaches of contract, the Foundation seeks injunctive relief in the form of the return of the Foundation Data.

182. As further relief, the Foundation seeks an accounting of audit of the donor deposits made through the University from January 1, 2024, to the present. This accounting and audit should reconcile all donations credited to the University as revenue during this period, as well as those credited to the Foundation as revenue, with source documentation for all deposits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff South Carolina State University Foundation, Inc. respectfully prays that this Court enter judgment in its favor and grant the following relief:

1. A declaration that the January 23, 2026 vote and notice purporting to terminate the Memorandum of Understanding are invalid and ineffective, and that the Memorandum of Understanding remains in full force and effect;
2. Temporary, preliminary, and permanent injunctive relief prohibiting Defendants from enforcing or relying upon the purported termination of the Memorandum of Understanding and from interfering with the Foundation's fundraising, donor relationships, data, and charitable operations;

3. An order requiring Defendants to immediately return all donor records, gift histories, fund designations, and related Foundation data, and prohibiting any further use or disclosure thereof;
4. An accounting and restitution of all Foundation-designated funds improperly retained, diverted, or misapplied by Defendants;
5. Judgment against Defendants Conyers and Gantt, in their individual capacities, for nominal and compensatory damages under 42 U.S.C. § 1983, together with attorneys' fees and costs pursuant to 42 U.S.C. § 1988;
6. Costs of this action; and
7. Such other and further relief as the Court deems just and proper.

Respectfully Submitted,

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