

NORTH CAROLINA  
ROCKINGHAM COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

26CV001891-780

BENJAMIN L. CURTIS,

Plaintiff,

v.

COUNTY OF ROCKINGHAM,

Defendant.

**COMPLAINT**

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**NOW COMES** Plaintiff Benjamin L. Curtis (“Plaintiff”), the elected and incumbent Register of Deeds of Rockingham County, North Carolina, by and through undersigned counsel and complaining of Defendant County of Rockingham (the “County”) and hereby alleges the following:

**STATEMENT OF THE CASE**

1. This is an action for declaratory judgment pursuant to Rule 57 of the North Carolina Rules of Civil Procedure, statutory violations of N.C.G.S. § 153A-92 and N.C.G.S. § 153A-99, breach of contract, and alternatively, procedural due process and equal protection violations under the North Carolina Constitution. Since December 5, 2016, Plaintiff has served as the elected Rockingham County Register of Deeds. During his three terms as the Rockingham County Register of Deeds, the County on multiple occasions improperly reduced Plaintiff’s compensation, without procedurally required notice and without Plaintiff’s consent, in violation of N.C.G.S. § 153A-92. Further, and upon information and belief, the County reduced the

Plaintiff's compensation as an act of political coercion in violation of N.C.G.S. § 153A-99. Thus, Plaintiff is seeking the Court to declare that the actions taken by the County to reduce Plaintiff's compensation were in violation of N.C.G.S. § 153A-92 and N.C.G.S. § 153A-99, which resulted in damages to the Plaintiff and resulted in the County breaching its employment contract with the Plaintiff.

2. Consequently, the Plaintiff seeks a declaration that, due to the County's violations N.C.G.S. § 153A-92, N.C.G.S. § 153A-99, and the North Carolina Constitution, Plaintiff is entitled to back pay for the fiscal years in which his compensation was reduced, as well as his attorney fees for prosecuting this action, and that Rockingham County must compensate him pursuant to the proper non-reduced pay structure afforded to Plaintiff to and until the end of Plaintiff's elected term.

### **PARTIES, JURISDICTION, AND VENUE**

3. Plaintiff Benjamin L. Curtis is a citizen and resident of Rockingham County, North Carolina. Since December 5, 2016 to present, Plaintiff has served as the elected Register of Deeds for Rockingham County.

4. Upon information and belief, Defendant County of Rockingham is a body politic and corporate, created by the General Assembly of North Carolina with its principal office in Rockingham County, North Carolina.

5. The County has waived its governmental and sovereign immunity or is not otherwise entitled to sovereign or governmental immunity on the claims set forth below because the County entered into an employment contract with the Plaintiff,

has availed itself of the Plaintiff's services, and further had statutory duties and obligations to the Plaintiff to not reduce the Plaintiff's compensation during his incumbent term to office. *See Hubbard v. County of Cumberland*, 143 N.C. App. 149, 153 (2001) (finding that the County of Cumberland "after having availed itself of the services provided by the law enforcement officers, may not claim sovereign immunity as a defense to its statutory and contractual commitment" and as such the County of Cumberland was "not protected by the sovereign or governmental immunity.") Further, the County is not entitled to legislative immunity because the acts the County engaged in, as alleged herein, were illegal, as the County violated N.C.G.S. § 153A-92 and N.C.G.S. § 153A-99 by reducing the Plaintiff's compensation.

6. The events constituting the basis for this action took place in Rockingham County, North Carolina.

7. The Court has jurisdiction over this matter pursuant to N.C.G.S. § 7A-3; § 7A-240; § 7A-243 and § 7A-245.

8. This Court has personal jurisdiction over the parties pursuant to N.C.G.S. § 1-75.4. *See Bass v. County of Cumberland*, 2012 N.C. App. LEXIS 255, \*5 (2012) ("[North Carolina] case law provides that county entities, i.e. departments, agencies, and boards, lack the capacity to be sued. . . [N.C.G.S. § 153A-11 (2026)] specified that counties may sue and be sued, but [North Carolina] statutes do not contain similar rule regarding a county's Board of Commissioners.") (citations omitted).

9. Rockingham County is a proper venue for this action pursuant to N.C.G.S. § 1-82.

### **RELEVANT STATUTORY PROVISIONS**

10. Pursuant to N.C.G.S. § 153A-92(a), “[s]ubject to the limitations set forth in subsection (b) of this section, the board of commissioners shall fix or approve the schedule of pay, expense allowances, and other compensation of all county officers and employees, whether elected or appointed, and may adopt position classification plans.” (2026).

11. N.C.G.S. § 153A-92(b)(1) provides:

“In exercising the authority granted by subsection (a) of this section, the board of commissioners is subject to the following limitations:

(1) The board of commissioners may not reduce the salary, allowances, or other compensation paid to an officer elected by the people for the duties of his elective office if the reduction is to take effect during the term of office for which the incumbent officer has been elected, unless the officer agrees to the reduction or unless the Local Government Commission pursuant to Chapter 159, Article 10, orders a reduction.”

(2026).

12. N.C.G.S. § 153A-92(2) provides:

“(2) During the year of a general election, the board of commissioner may reduce the salary, allowances, or other compensation of an officer to be elected at the general election only in accordance with this subdivision. The board of commissioners shall by resolution give notice of intention to make reduction no later than 14 days before the last day for filing notice of candidacy of the office. The resolution shall set forth the reduced salary, allowances, and other compensation and shall provide that the reduction is to take effect at the time the person elected to the office in the general election takes office. Once adopted, the resolution may not be altered until the person elected to the office in the general

election has taken office. The filing fee for the office shall be determined by reference to the reduced salary.”

(2026).

13. N.C.G.S § 153A-99(a), in relevant part, provides as follows: “[t]he purpose of this section is to ensure that county employees are not subjected to political or partisan coercion while performing their job duties . . . and to ensure that public funds are not used for political or partisan activities.” (2026). Further, county employee, as defined for the purposes of N.C.G.S. § 153A-99, means “any person employed by a county or any department or program thereof that is supported in whole or in part, by county funds[.]” (2026).

### **FACTS**

#### *Improper Pay Changes in Plaintiff’s First Term as Register of Deeds*

14. On December 5, 2016, after being elected, Plaintiff was sworn into office as the Rockingham County Register of Deeds.

15. Plaintiff’s first term of office as the Rockingham County Register of Deeds ran from December 5, 2016 to December 7, 2020 (“Plaintiff’s First Term”).

16. During Plaintiff’s First Term, in July of 2017, Plaintiff was informed that Rockingham County allegedly overpaid Plaintiff \$475.20. Thereafter, Plaintiff and the County entered into a repayment agreement. Exhibit 1, July 2017 Repayment Agreement.

17. Despite the County requiring the Plaintiff to repay it the \$475.20, the County failed to provide Plaintiff with any documentation or basis regarding the basis of the alleged overpayment. Further, the County failed to account for the taxes paid

by the Plaintiff for the alleged overpayment; therefore, the County required Plaintiff to pay more monies than Plaintiff realized back to the County.

18. During Plaintiff's First Term, in 2018, the Plaintiff received a phone call from the Commissioner Kevin Berger, who was serving on the Rockingham County Board of Commissioners ("Board"), who asked if Plaintiff's starting salary at the beginning of Plaintiff's First Term matched the previous Register of Deeds salary. Plaintiff responded no.

19. Plaintiff was informed that Rockingham County did not have a pay plan in place that authorized Rockingham County to start Plaintiff at a lower salary than the previous Register of Deeds. Therefore, on December 18, 2018, Plaintiff received a check in the amount of \$9,273.84, which represented back pay owed to Plaintiff.

20. Approximately three weeks after receiving the back pay, Plaintiff was informed that the County allegedly located a pay plan; and therefore, Plaintiff's salary should not have been increased to match the prior Register of Deeds salary. Upon information and belief, the alleged located pay plan had not been used by the County for years. The County further informed Plaintiff that he was required to pay back the \$9,273.84 but could keep his raise.

21. On January 29, 2019, Plaintiff entered a repayment agreement with the County to repay \$9,273.84. Exhibit 2, 2019 Repayment Plan. However, the County again failed to account for the taxes paid by the Plaintiff for the alleged overpayment; therefore, requiring Plaintiff to pay more monies than Plaintiff realized.

*Plaintiff's Compensation During Plaintiff's Second Term*

22. On December 7, 2020, after being re-elected, Plaintiff was re-sworn into office as the Rockingham County Register of Deeds for his second term.

23. Plaintiff's second term as the Rockingham County Register of Deeds ran from December 7, 2020 to December 2, 2024 ("Plaintiff's Second Term").

24. During Plaintiff's Second Term, the July 1, 2020 - July 1, 2021 County adopted budget provided that all county employees, including the Register of Deeds, were to receive a 1.5% cost of living adjustment ("COLA") effective January 1, 2021.

25. Plaintiff received the COLA adjustment to his salary in January of 2021.

26. During Plaintiff's Second Term, the July 1, 2021 - July 1, 2022 County adopted budget provided that "[t]he current Rockingham County Register of Deeds, as of the effective day of this ordinance, shall be compensated at a rate of \$75,783.96 annually. Benefits, along with merit increases/cost of living adjustments, will be offered in the same manner as other County employees and as required by law."

27. During the July 1, 2021- July 1, 2022 fiscal year, Plaintiff received a merit increase and a COLA increase to his salary.

28. Between late 2021 and early 2022, upon information and belief, the Board conducted a classification and compensation study ("pay study"). The Board voted to implement the pay study results and for a 4% COLA to take effect on July 1, 2022.

29. Thus, the July 1, 2022- July 1, 2023 County adopted budget, provided that "[t]he current Rockingham County Register of Deeds, as the effective day of this

ordinance, shall be compensated at a rate of \$78,057.47 annually. Benefits, along with pay increases such as merit raises, cost of living adjustments, and classification and compensation study increases will be offered in the same manner as other County employees and as required by law.”

30. In the July 1, 2022- July 1, 2023 fiscal year, Plaintiff received the COLA increase, the pay study increase, and the merit-based raise increase, as established by the County’s adopted budget.

31. During Plaintiff’s Second Term, the July 1, 2023 - July 1, 2024 County adopted budget provided that “[t]he current Rockingham County Register of Deeds, as of the effective day of this ordinance shall be compensated at a rate of \$96,157.44 annually. Benefits, along with pay increases such as merit raises, cost of living adjustments, and classification and compensation study increases will be offered in the same manner as other County employees and as required by law. Future Register of Deeds shall be compensated according to the adopted Rockingham County Pay Plan.”

32. During the July 1, 2023- July 1, 2024 fiscal year, Plaintiff received COLA and a three percent merit based raised.

*Improper Reduction of Plaintiff’s Salary During Plaintiff’s Third Term*

33. As Plaintiff’s Second Term ended on December 2, 2024, Plaintiff filed for reelection to serve as the Rockingham County Register of Deeds for a third term in December of 2023.

34. The last day to file notice for candidacy to the Register of Deeds office was December 15, 2023.

35. The Board did not provide Plaintiff with notice of its intention to reduce Plaintiff's salary fourteen days before the last day for filing notice of candidacy for office, which was required by N.C.G.S. § 153A-92(b)(2) if the Board planned to reduce the Register of Deeds compensation for the new term.

36. Plaintiff won his reelection to Register of Deeds and was sworn into office on December 2, 2024 for his third term.

37. Plaintiff's third term as Register of Deeds began on December 2, 2024, and does not end until December 2, 2028 ("Plaintiff's Third Term").

38. During Plaintiff's Third Term, the County adopted a budget for the July 1, 2024 - July 1, 2025 fiscal year that provided as follows "[t]he current Rockingham County Register of Deeds, as the effective day of this ordinance, shall be compensated at a rate of \$108,154.04 annually. Healthcare and retirement benefits will be offered in the same manner as other County employees and as required by law. Future Register of Deeds shall be compensated according to the adopted Rockingham County Pay Plan."

39. This adopted budget differed vastly from previously adopted budgets, which provided the compensation structure for the elected Register of Deeds.

40. Since 2020, the Board fixed the Register of Deeds compensation to include COLA, pay study increases, and an option for merit-based raise increases.

41. When Plaintiff filed for reelection for Plaintiff's Third Term Plaintiff understood that his compensation, if he was re-elected, would include COLA, a pay study increase, and an option for merit-based raise increase. Plaintiff believed that because there was no notice of intention provided by the Board within fourteen days before the last day of filing for the notice of candidacy that the compensation structure for the Register of Deeds would not be reduced.

42. Despite not providing Plaintiff with proper notice, the County, through its Board, reduced Plaintiff's compensation, which was to take effect during Plaintiff's Third Term, in violation of N.C.G.S. § 153A-92(b)(1) and (b)(2).

43. Further, prior to the County adopting the proposed budget, which reduced the Plaintiff's compensation, Plaintiff was approached by a member of the Board who, upon information and belief, informed Plaintiff that the County was going to take away COLA, pay study increases, and merit-based increases so that the Rockingham County "Sheriff would not receive another dime from the County." However, in order for the County to take away COLA, pay study increases, and merit-based increases from the Sheriff, the County would also have to take away COLA, pay study increases, and merit-based increases from the Plaintiff.

44. Thereafter, the County adopted a July 1, 2024 - July 1, 2025 budget that provided a 4% COLA to all county employees and 3% merit-increase to county employees who qualified.

45. However, the County adopted budget for the July 1, 2024-July 1, 2025 fiscal year, provided that the "current Rockingham County Register of Deeds, as of

the effective day of this ordinance, shall be compensated at a rate of \$108,154.04 annually. Healthcare and retirement benefits will be offered in the same manner as other County employees and as required by law. Future Register of Deeds shall be compensated according to the adopted Rockingham County Pay Plan.”

46. Thus, the County adopted budget for July 1, 2024 – July 1, 2025 fiscal year, which was to take effect during the Plaintiff’s Third Term, reduced Plaintiff’s salary by:

- no longer providing COLA;
- no longer providing options for merit-based increases, and
- no longer providing pay study increases.

All three were previously provided to Plaintiff within his compensation structure as evidenced by prior adopted budgets.

47. Further, the County adopted a budget for the July 1, 2025 - July 1, 2026 fiscal year that provided as follows: “[t]he current Rockingham County Register of Deeds, as of the effective day of this ordinance, shall be compensated at a rate of \$110,317.12 annually. Healthcare and retirement benefits will be offered in the same manner as other County employees and as required by law. Future Registers of Deeds shall be compensated according to the adopted Rockingham County Pay Plan.”

48. Although the July 1, 2025 - July 1, 2026 fiscal year provided that other county employees were to receive a 3% COLA, a pay study increase, and if the county employee qualified a 3% merit increase, Plaintiff’s compensation did not.

49. Again, the County adopted budget for July 1, 2025 – July 1, 2026 fiscal year, which took effect during the Plaintiff's Third Term, reduced Plaintiff's salary by again:

- no longer providing COLA;
- no longer providing options for merit-based increases, and
- no longer providing for pay study increases.

All of those were previously a part of the Plaintiff's compensation structure as evidenced by prior adopted budgets, and provided to all other county employees.

50. On June 9, 2026, the Plaintiff received notice from the County that the County's new payroll system applied an automatic 3% COLA to his salary for July 1, 2025 to July 1, 2026 fiscal year. Therefore, the County was requiring that the Plaintiff pay back the overpayment of \$1,015.65 to the County. Exhibit 3, Proposed Rockingham County Reimbursement Agreement. Plaintiff did not consent to the reimbursement agreement.

51. The County adopted for July 1, 2026 - July 1, 2027 provides as follows: "[t]he current Rockingham County Register of Deeds, as of the effective day of this ordinance, shall be compensated at a rate of \$115,832.98 annually. Healthcare and retirement benefits will be offered in the same manner as other County employees and as required by law. Future Registers of Deeds shall be compensated according to the adopted Rockingham County Pay Plan. Salary is not eligible for Cost of Living Adjustments (COLA) and Merit increases."

52. Again, for the July 1, 2026 to July 1, 2027 fiscal year, the County is seeking to reduce the Plaintiff's salary by again:

- no longer providing COLA;
- no longer providing options for merit-based increases, and
- no longer providing for pay study increases.

*Board's Attempt to Rectify Improper Pay Changes*

53. On June 22, 2026, the Board held a special session, upon information and belief, to rectify the improper compensation reduction to the Plaintiff's salary for fiscal years 2024-2025 and 2025-2026.

54. At the special session, the Board, through Commissioner Kevin Berger, moved as follows: "that the Board approve applying the three percent cost of living adjustment to the base salaries of the Register of Deeds and the Sheriff for fiscal year 2024-2025 and further approves applying the cost of living that was applied to other employees included in the fiscal year in the 2025-2026 budget and move these adjustments be applied in addition to other salary changes previously approved in the budget ordinance."

55. On June 23, 2026, the Plaintiff received an email from the Rockingham County Manager stating that: "[t]he Board called for a Special Called Meeting yesterday at 5:30 p.m. The end result was to provide [the Plaintiff and Sheriff] with a 3% COLA for 2024-25 and to allow [the Plaintiff and Sheriff] to retain [their] 3% COLA for 2025-26. Stephanie will be working with each of [them] and putting the salary information into place."

56. As alleged *supra*, the July 1, 2024- July 1, 2025 County adopted budget provided for a 4% COLA to all county employees not 3%. Thus, the County's failure to only implement a 3% COLA to the Plaintiff's salary contravenes with its own written adopted budget.

57. The County through its recent action on June 22, 2026, only seeks to provide Plaintiff with the following:

- For the 2024-2025 fiscal year – 3% COLA; and
- For the 2025-2026 fiscal year – retainage of the previously applied 3% COLA.

58. However, only implementing COLA to Plaintiff's salary for the 2024-2025 and 2025-2026 fiscal years does not rectify the County's statutory violations, as Plaintiff's compensation structure previously included:

- COLA;
- options of merit-based increases, and
- pay study increases.

59. For both the 2024-2025 and the 2025-2026 fiscal year, Plaintiff qualified for a merit-based increase, which he did not receive, even though in previous compensations structures Plaintiff was eligible for the same.

60. For the 2025-2026 fiscal year, a pay study was implemented and provided for a 5% increase, which Plaintiff is entitled to.

61. The County has failed to address that the Plaintiff's retirement benefits must also reflect a proper adjustment to match Plaintiff's non-reduced compensation

for the 2024-2025 and 2025-2026 fiscal year, which should include COLA, pay study increases, and the merit-based increases.

62. Further, the County has adopted a budget for the July 1, 2026-July 1, 2027 fiscal year, which again seeks to reduce Plaintiff's compensation by establishing that Plaintiff is not eligible for COLA or merit-based pay increases, even though previous compensation structures provided for the same.

63. Thus, for the County to fully rectify their violations, the County should provide Plaintiff with:

- 4% COLA for 2024-2025 fiscal year;
- 3% merit-based increase for 2024-2025 fiscal year;
- 3% COLA for 2025-2026 fiscal year;
- 5% pay study increase for 2025-2026 fiscal year;
- 3% merit-based increase for 2025-2026 fiscal year;
- Retirement contributions to reflect the foregoing compensation adjustments; and
- For future adopted budgets to reflect Plaintiff's compensation structure at the beginning of Plaintiff's Third Term (i.e. COLA, pay study increases, and options for merit-based increases).

### **FIRST CLAIM FOR RELIEF- DECLARATORY JUDGMENT**

64. The Plaintiff realleges and incorporates herein by reference its allegations contained in the above paragraphs.

65. An actual controversy exists between Plaintiff and the County regarding the parties' respective rights and legal obligations stemming from the Board's authority to fix the Plaintiff's compensation pursuant to N.C.G.S. § 153A-92.

66. "The Legislature has vested county boards of commissioners with broad discretion to direct fiscal policy for the county, N.C.G.S. § 153A-101 (1991), and with specific authority to fix compensation for all county officers, N.C.G.S. § 153A-92 (1991)." *Leete v. County of Warren*, 341 N.C. 116, 119 (1995).

67. However, the Legislature also limited the power of the Board by providing that the Board "may not reduce the salary, allowance, or other compensation paid to an officer elected by the people for the duties of his elective officer if the reduction is to take effect during the term of the office for which the incumbent officer has been elected unless the officer agrees to the reduction or unless the Local Government Commission pursuant to Chapter 159, Article 10, orders a reduction." N.C.G.S. § 153A-92 (2026).

68. Since December 2016, Plaintiff was elected and has served as the County's Register of Deeds. Based upon prior enacted budget ordinances, Plaintiff as the incumbent officer at the time of his reelection in December 2023 understood his compensation and future compensation in that position as an incumbent officer to include COLA, pay study increases, and options for merit-based increases. *See Hubbard v. County of Cumberland*, 143 N.C. App. 149, 153 (2001) (finding that the salaries in the budget ordinance "provide the necessary consideration for the formation of employment contracts between Sheriff and his deputies.") The

compensation structure which is listed in the prior enacted budget ordinances provided the consideration of the formation of the employment contract between the Plaintiff Register of Deeds and the County. Further, the enacted budget ordinances provided the basis of the Plaintiff's understanding as to how he would be compensated within his incumbent term.

69. The Board, without following N.C.G.S. § 153A-92(b)(1) or (b)(2), reduced the Plaintiff's compensation in July of 2024 by removing COLA, pay study increases, and options for merit-based increases, which historically the County provided to the Plaintiff as it did to all other county employees. Upon information and belief, the motivation for the Board's reduction of the Plaintiff's compensation was nothing more than an act of political coercion and/or political activities in further violation of N.C.G.S. § 153A-99.

70. Further, the County is required to follow its budget ordinance strictly. Thus, the application of a 3% COLA to Plaintiff's 2024-2025 fiscal year salary is incorrect as the adopted budget ordinance provided for a 4% COLA. *See Hubbard v. County of Cumberland*, 143 N.C. App. 149, 153 (2001) ("Once the budget ordinance is in place, it becomes the statutory duty of the county's finance officer to disburse all funds of the local government or public authority in strict compliance with [the Local Government Budget and Fiscal Control Act and the budget ordinance.]" (citations omitted) (internal quotation marks omitted)).

71. Therefore, the Court should determine that (1) the Plaintiff is entitled to the funds he paid back to the County in 2017 and 2019, as those were a part of the

Plaintiff's compensation structure during that time; (2) in July 2024 the County violated N.C.G.S. § 153A-92(b)(1) and (b)(2) and N.C.G.S. § 153A-99 by reducing the Plaintiff's compensation during his incumbent term through the removal of COLA, pay study increases, and options for merit-based increases; (3) that for the July 1, 2024 to July 1, 2026 fiscal years, Plaintiff is entitled, as part of his consideration for services rendered, to have the proper COLA applied to his salary, the pay study increases applied to his salary, and the merit-based increases applied to his salary, as established for all other county employees within the enacted budget ordinances; and (3) that the future budget ordinances for July 1, 2026 to the end of Plaintiff's Third Term must include that Plaintiff's compensation structure includes COLA, pay study increases, and options for merit-based increases.

### **SECOND CLAIM FOR RELIEF – VIOLATIONS OF N.C.G.S. § 153A-92**

72. The Plaintiff realleges and incorporates herein by reference his allegations contained in the above paragraphs.

73. As alleged *supra*, the Board was vested with the authority to fix the compensation of the elected Register of Deeds pursuant to N.C.G.S. § 153A-92(a).

74. However, the authority of the Board to fix the compensation is limited, as the Board cannot reduce an incumbent officer's compensation during his term, and if the Board plans to reduce an elected officer's compensation then the Board must either (1) get the approval of the incumbent officer or (2) file notice of its intention to reduce the salary fourteen days before the last day for filing notice of candidacy. N.C.G.S. § 153A-92(b)(1) and (b)(2) (2026). In this present action, the Board did not

seek Plaintiff's approval or file a notice of intention to reduce Plaintiff's compensation.

75. During Plaintiff's Third Term, through the July 1, 2024, to July 1, 2025 adopted County budget, the Board reduced Plaintiff's compensation by removing Plaintiff's COLA, pay study increases, and options for merit-based increase, which were historically provided to the Plaintiff and provided the Plaintiff's understanding of what he could expect as compensation in his incumbent term.

76. This other compensation, which were previously provided to Plaintiff, were a part of the Plaintiff's regular compensation, which is protected by N.C.G.S. § 153A-92(a). Specifically, in the July 1, 2024 to July 1, 2025 fiscal year, Plaintiff should have received a 4% COLA, as well as the 3% merit-based raise to which he was qualified to receive. In the July 1, 2025 to July 1, 2026 fiscal year, Plaintiff also should have received a 3% COLA, a 5% pay study increase, and a 3% merit raise, which Plaintiff was qualified to receive.

77. However, the Board's statutory violations of N.C.G.S. § 153A-92(b)(1) and (b)(2), prevented Plaintiff from receiving such other compensation, which was previously fixed and provided for in prior adopted budgets.

78. Further, the County in the newly adopted July 1, 2026 to July 1, 2027 budget again is seeking to reduce the Plaintiff's compensation during his incumbent term in the same manner as the July 1, 2024 - July 1, 2026 fiscal years, which is in violation of N.C.G.S. § 153A-92.

79. As a result of the County's statutory violations, the Plaintiff is entitled to receive back pay for the July 1, 2024 to July 1, 2026 fiscal years, for his retirement benefits to reflect proper contributions based upon his full salary, and for the County to amend its adopted July 1, 2026 to July 1, 2027 adopted budget to include the compensation structure that Plaintiff held at the beginning of Plaintiff's Third Term (i.e. his annual salary plus COLA, pay study increases, and option merit-based increases), and his attorney fees for prosecuting this action.

**THIRD CLAIM FOR RELIEF – STATUTORY VIOLATIONS**  
**OF N.C.G.S. § 153A-99**

80. The Plaintiff realleges and incorporates herein by reference his allegations contained in the above paragraphs.

81. As alleged herein upon information and belief, the Plaintiff's compensation was reduced to further facilitate the County's political agenda in reducing the County's Sheriff's compensation.

82. Upon information and belief, the County, through its Board, sought to reduce the Plaintiff's compensation as an act of political coercion.

83. Upon information and belief, the County, through its Board, sought to reduce the Plaintiff's compensation, which is entirely funded through public funds, for political activities (i.e. to reduce the County's Sheriff's compensation).

84. As a result of the County's statutory violations, Plaintiff is entitled to back pay for July 1, 2024 to July 1, 2026 fiscal years, for his retirement benefits to reflect proper contributions based upon his full salary, and for the County to amend its adopted July 1, 2026 to July 1, 2027 adopted budget to include the compensation

structure that Plaintiff held at the beginning of Plaintiff's Third Term (i.e. his annual salary plus COLA, pay study increases, and option merit-based increases), and his attorney fees for prosecuting this action.

**FOURTH CLAIM FOR RELIEF - BREACH OF CONTRACT**

85. The Plaintiff realleges and incorporates herein by reference his allegations contained in the above paragraphs.

86. Though the Plaintiff is serving in a public office, the Plaintiff is a county employee, as the County through its Board sets Plaintiff's compensation and pays the Plaintiff.

87. Further, the enacted budget ordinances serve as the basis of consideration of the employment contract between the County and the Plaintiff. *See Hubbard*, 143 N.C. App. at 153.

88. The County breached its employment contract with Plaintiff by reducing the Plaintiff's compensation during Plaintiff's incumbent term, without Plaintiff's consent, and without following N.C.G.S. § 153A-92(b)(2).

89. Further, the County and Plaintiff entered into two repayment agreements. *See Exhibit 1* and *Exhibit 2*. However, the repayment agreements failed to consider the taxes imposed upon Plaintiff and required that Plaintiff pay more monies back to the County that Plaintiff never realized.

90. Furthermore, and upon information and belief, the Plaintiff was rightfully entitled to the funds received in 2017 and 2018 by him, as that was part of the Plaintiff's compensation structure pursuant to the enacted budgets.

91. Thus, the County breached its repayment agreements with the Plaintiff by requiring Plaintiff to pay the County (1) funds to which the Plaintiff was taxed and (2) funds to which the Plaintiff was entitled pursuant to enacted budget ordinances.

92. As a result of the County's breach of contract, Plaintiff is entitled to compensatory damages consisting of his unpaid wages, the funds that Plaintiff paid back in 2017 and 2019, which he was rightfully entitled to, and his attorney fees in prosecuting this action.

**ALTERNATIVE CLAIM FOR RELIEF – PROCEDURAL DUE PROCESS  
AND EQUAL PROTECTION VIOLATIONS**

93. The Plaintiff realleges and incorporates herein his allegations contained in the above paragraphs.

94. Pursuant to Article Seven, Section 1 of the North Carolina Constitution, and N.C.G.S. § 153A-12, North Carolina counties have no authority to exercise powers contrary to the law or the public policy of the State.

95. Pursuant to Article 1, Section 19 of the North Carolina Constitution, counties cannot act in an arbitrary or unreasonable manner, nor in manner that denies a person equal protection of the law.

96. The County is required by these constitutional provisions to act reasonably, non-arbitrarily, fairly, equally, and in accordance with the law.

97. As described herein, the County, through its Board, has acted unreasonably, arbitrarily, unfairly, unequally, and unlawfully with respect to reducing Plaintiff's compensation, including, but not limited to the following:

- N.C.G.S. § 153A-92 mandates that the County’s Board “may not reduce the salary, allowances, or other compensation paid to an officer elected by the people for the duties of his elective office if the reduction is to take effect during the term of office for which the incumbent officer has been elected, unless the officer agrees to the reduction or the unless the Local Government Commission pursuant to Chapter 159, Article 10, orders a reduction.” (2026);
- N.C.G.S. § 153A-99 mandates that a County may not subject county employees to acts of political coercion through the use of public funds;
- The County’s Board unequivocally adopted a budget proposal for July 1, 2024 – July 1, 2025 fiscal year, that reduced Plaintiff’s compensation during his incumbent term by removing COLA, pay study increases, and options for merit-based increases, which were previously provided to Plaintiff and was provided to Plaintiff at the beginning of the Plaintiff’s Third Term;
- Contrary to the law, the County has continued to adopt budgets that include a reduction of Plaintiff’s compensation, and to which will continue to take place during Plaintiff’s Third Term, in violation of N.C.G.S. § 153A-92 and for the purposes of political coercion in further violation of N.C.G.S. § 153A-99.
- Upon information and belief, the County has sought to rectify some of its statutory violations by applying COLA to Plaintiff’s salary for the

July 1, 2024 to July 1, 2025 fiscal year; however, the County is still seeking to provide a lower COLA percentage that directly contravenes with the enacted budget (i.e. the County seeks to apply a 3% COLA, but the adopted budget provided for a 4% COLA);

- The County required the Plaintiff to pay monies to the County in 2017 and 2019 to which the Plaintiff was rightfully entitled to based on his compensation structure; and
- The County required the Plaintiff to pay monies to the County in 2017 and 2019 without considering the taxes paid by Plaintiff on the same monies.

98. As a direct and proximate result of the conduct of the County, Plaintiff has suffered a deprivations of the rights guaranteed to him under the North Carolina Constitution, including but not limited to Article 1, Section 19.

99. Due to the arbitrary, unreasonable, unfair and inequitable actions of the County as set forth above, Plaintiff's constitutional procedural due process rights were violated.

100. Accordingly, Plaintiff is entitled to a judgment that the actions of the County were unconstitutional and contrary to state law and public policy as applied to the facts of this case, and the purported reduction of the Plaintiff's compensation during Plaintiff's Third Term be declared invalid.

101. As a direct and proximate result of the County's violations of the Plaintiff's procedural due process and equal protection rights, Plaintiff has been

damaged in amount to be proven at trial. Plaintiff is entitled to recover these monetary damages.

102. Plaintiff pleads this cause of action as an alternative remedy, arising in the event that Plaintiff's state law remedies prove to be inadequate by operation of sovereign or governmental immunity principles or otherwise.

**WHEREFORE**, the Plaintiff Benajmin L. Curtis, respectfully requests that the Court:

(1) Enter a declaratory judgment finding as follows:

- a. The Plaintiff is entitled to the funds he paid back to the County in 2017 and 2019, as those were a part of the Plaintiff's compensation structure during that time;
- b. That in July of 2024 the County violated N.C.G.S. § 153A-92(b)(1) and (b)(2) and/or N.C.G.S. § 153A-99 by reducing the Plaintiff's compensation during his incumbent term through the removal of COLA, pay study increases, and options for merit-based increases which were historically provided to Plaintiff;
- c. That for the July 1, 2024 to July 1, 2026 fiscal years, Plaintiff is entitled, as part of his consideration for services rendered, to have the proper COLA applied to his salary, the pay study increases, and the merit-based increases, as established for all other county employees within the enacted budget ordinances; and

- d. That the future budget ordinances for July 1, 2026 to the end of Plaintiff's Third Term must include Plaintiff's compensation structure includes COLA, pay study increases, and options for merit-based increases.
- (2) Enter a judgment that finds the County violated N.C.G.S. §153A-92 by reducing Plaintiff's compensation, and as a result Plaintiff is entitled to compensatory damages;
- (3) Enter of judgment that finds the County violated N.C.G.S. § 153A-99 by reducing the Plaintiff's compensation as an act of political coercion and as a result Plaintiff is entitled to compensatory damages;
- (4) Enter a judgment finding that the County breached its employment contract and repayment agreements with Plaintiff by reducing his compensation, requiring the Plaintiff to pay more funds back to the County in 2017 and 2019 than Plaintiff realized, and by requiring Plaintiff to pay funds back to the County in 2017 and 2019 that he was rightfully entitled to, and as a result Plaintiff is entitled to compensatory damages;
- (5) Award Plaintiff its reasonable attorney's fees, costs, and other expenditures, as a result of bringing this action, pursuant to all applicable laws;
- (6) To recover pre-judgment and post-judgment interest all damages awarded herein;
- (7) Grant trial by jury on all issues so triable; and

(8) Award the Plaintiff further equitable and other relief as this Court may deem just and proper.

This the 30<sup>th</sup> day of June, 2026.

**BENNETT GUTHRIE PLLC**

*/s/ Savannah V. Williamson*

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*Attorneys for Plaintiff*



# ROCKINGHAM COUNTY

GOVERNMENTAL CENTER

HUMAN RESOURCES



July 31, 2017

## REPAYMENT AGREEMENT

I, Benjamin Curtis, acknowledge that Rockingham County has paid me a total of \$475.20 as overpayment.

I agree that \$43.20 will be deducted over the next 11 pay periods to recoup the total overpayment amount, beginning on the August 11 paycheck and ending with the December 29 paycheck.

In the event I cease to be employed by Rockingham County prior to payment in full to this debt, I agree that the balance due may be deducted from my final paycheck with the County and I waive any further notice for such deduction from my wages. If any amount thereafter remains due, I will make a lump sum payment to Rockingham County for the remainder of the balance within one month of the date of employment separation.

A large, stylized handwritten signature in black ink, written over a horizontal line.

(Employee Signature)

The date "8/1/17" is handwritten in black ink, positioned above a horizontal line.

Date



# ROCKINGHAM COUNTY

GOVERNMENTAL CENTER  
Human Resources



To: Ben Curtis, Register of Deeds  
From: Nichole McLaughlin, HR Director  
Date: January 29, 2019  
Re: Reimbursement of back pay wages received

Mr. Curtis, you have voluntarily agreed to return the back pay wages you received on your 12/28/18 paycheck. The amount of the back pay wages was \$9,273.84. Per your conversation with Pat Galloway, Finance Director, on January 11, 2019 the following payback arrangement was discussed:

\$182.00 being deducted from your paycheck for 51 pay periods or \$220.00 being deducted from your paycheck for 42 pay periods, with the remaining balance of \$33.84 being deducted on the 43<sup>rd</sup> pay period.

You have elected the \$220.00 amount in an effort to pay back the money as soon as possible.

Please sign and date this form to agree to this pay back arrangement.

*In the event that I cease to be employed by Rockingham County prior to the payment in full to this debt, I agree that the balance due may be deducted from my final paycheck with the County and I waive and further notice for such deduction from my wages. If any amount thereafter remains due, I will make a lump sum payment to Rockingham County for the remainder of the balance within one month of the date of employment separation.*

  
Employee Signature

1/29/19  
Date

371 NC 65, Reidsville, NC 27320 | PO Box 62, Wentworth, NC 27375

TELEPHONE: (336) 342-8112



# ROCKINGHAM COUNTY

GOVERNMENTAL CENTER  
Human Resources



**To:** Benjamin Curtis  
**From:** Rockingham County HR Department  
**Re:** Reimbursement for Overpaid Wages Received  
**Date:** June 9, 2026

Dear Mr. Curtis,

This letter serves as notice of an overpayment of wages that occurred during this Fiscal Year, 2025-2026.

Due to the new process for our payroll system, an automatic 3% Cost of Living Adjustment (COLA) was inadvertently applied to your salary. The County discovered this error during budget processes and notified you of this on May 14, 2026. In addition, the County consulted with Finance, Legal, and the School of Government to determine that, based on our adopted budget ordinance, it was not the intent of the County to include a COLA and your salary should have been set at the annual rate of \$110,317.12. Due to the error, you were paid at an annual salary rate of \$111,398.66.

The total overpayment received was \$1,015.65. Rockingham County requests reimbursement of this amount. To provide flexibility, you may select one of the repayment options below.

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## Reimbursement Agreement

I, Benjamin Curtis, acknowledge that I received an overpayment of wages in the amount of \$1,015.65 due to a payroll processing error during Fiscal Year 2025-2026. I agree to reimburse Rockingham County for the full amount of the overpayment by selecting one of the repayment options below.

## Repayment Options

### Option 1 – Lump Sum Payment

I elect to repay the full amount of \$1,015.65 in one lump-sum payment.

### Option 2 – Twenty Four Payroll Deductions

I elect to repay the overpayment through 24 equal payroll deductions of \$42.30, with the final deduction adjusted if necessary to satisfy the remaining balance.

**Option 3 – Alternative Payment Arrangement**

I request an alternative repayment arrangement as approved by Rockingham County Human Resources and Payroll. Details of the approved arrangement are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your salary will be set effective the remainder of this fiscal year to the correct salary of \$ 110,317.12.

**Employment Separation**

In the event that I cease to be employed by Rockingham County before this debt is paid in full, I agree that any remaining balance due may be deducted from my final paycheck with the County. If any amount remains due after deduction from my final paycheck, I agree to make a lumpsum payment to Rockingham County for the remaining balance within one (1) month of my date of employment separation.

\_\_\_\_\_  
By signing below, I acknowledge the overpayment described above and agree to reimburse Rockingham County according to the repayment option selected.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HR Representative: \_\_\_\_\_ Date: \_\_\_\_\_

