

The South Carolina Jury Verdict Reporter

The Most Current and Complete Summary of South Carolina Jury Verdicts

February 2026

Statewide Jury Verdict Coverage

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A quick look at the soon-to-be published February edition of the
South Carolina Jury Verdict Reporter

A serious jury verdict reporter for serious lawyers

We're still working on the February issue (December is a busy trial month around the state) but here's a look at how it is shaping up. There are some interesting cases, including a catastrophic injury products liability, hunting accident and the \$18,000,000 NCAA football verdict.

Here's a sneak peak . . . at what's coming

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Medical Malpractice - An optometrist was blamed for simply doing an "air puff" test instead of fully dilating the plaintiff's eyes, the purported error leading to his undiagnosed glaucoma (for 18 months) developing into a debilitating condition – the plaintiff sued the optometrist and her employer (vicarious liability) and took \$3,000,000 at trial less 15% comparative fault – there were interesting post-trial motions as the plaintiff and the optometrist had entered a secret covenant not to execute in return for her \$2,000,000 policy limits, the purported employer alleging this was improper and sought to impose sanctions because the secret deal resulted in a "show trial" Wingo v. McTague et al, 2022-CP-32-03865 Plaintiff: Todd R. Lyle, Lyle Law

Firm, Lexington and Paul L. Reeves, Reeves & Kea, Columbia

Defense: Ronald B. Diegel and Zachary B. Randolph, Murphy & Grantland, Columbia for McTague G. Mark Phillips and Blake T.

Williams, Nelson Mullins Riley & Scarborough, Columbia for Stanton Optical defendants on agency

Verdict: \$3,000,000 for plaintiff less 15% comparative fault

Court: Lexington

Judge: William P. Keesley

Date: 4-25-25

Ted Wingo, age 70, treated on 11-29-17 at an optometry office operated by Stanton Optical (it is a Florida concern with offices around the country), that is also associated with Thomas Campen and Associates and Vision Precision Holdings. For purposes of this report, these three parties will be referred to as Stanton

inference was clear – the \$807,072 was less than the \$2,000,000 settlement and the claim against Stanton Optical defendant was extinguished by that settlement. Finally Judge Keesley denied the Stanton Optical motion for sanctions as he could not say the trial would have been different if the settlement was disclosed.

Judge Keesley's order left open the opportunity for the plaintiff to reject the remittitur of the economic damages. He indicated that if not accepted by the plaintiff, there would be a limited retrial on economic damages. That's not going to happen. A few weeks after Judge Keesley entered his final judgment, the parties settled the case on 12-16-25 and the matter is now concluded.

Case Documents:

[Complaint](#)
[Plaintiff Trial Brief](#)
[Summary Judgment by Stanton Defendants](#)
[Plaintiff Summary Judgment Response](#)
[Covenant Not to Execute](#)
[Jury Verdict](#)
[JNOV by Defendant McTague](#)
[JNOV by Stanton Defendants](#)
[Motion for Sanctions](#)
[Plaintiff JNOV Response](#)
[Final Judgment](#)

Fair Housing - County officials welcomed a low-income housing development until residents in the area (a wealthy part of town near the country club) learned of the project and county officials then reversed their approval and cited concerns about infrastructure and development – the trial court found as a matter of law that the denial of the project had a disparate racial impact, the jury being asked if the government had a valid objective – the jury said no for the development and awarded the plaintiff substantial damages

DHD Jessamine LLC v. Florence County (SC), 4:22-1235

Plaintiff: Ellis R. Lesemann and J. Taylor Powell, *Lesemann & Associates*, Charleston, Shaun C. Kent, *Kent Law Firm*, Manning and Jordan C. Calloway, Rock Hill and Whitney B. Harrison, Columbia, both of *McGowan Hood Felder & Phillips*, Columbia
 Defense: William H. Davidson, II and John D. Grimes, Jr., *Davidson & Wren*, Columbia
 Verdict: \$12,219,000 for plaintiff
 Federal: **Florence**
 Judge: Joseph Dawson, III
 Date: 11-5-25

DHD Jessamine, LLC, is a development company. In February of 2021 it bought an undeveloped 5.93 acre parcel in Florence, SC for \$1.15 million located on Cashua Drive. It was in an area of town that was unzoned. This was described as a donut hole of sorts, as the area around the property was zoned. The "donut hole" property was intentionally not zoned so that it was flexible for a variety of uses.

DHD Jessamine had a plan to construct a 60-unit affordable housing

project that would be known as The Jessamine. It was designed to serve working families. The company had secured some \$9,000,000 in low income housing credits. The development was located in a wealthy part of Florence near the country club. While that part of town was 80% white, it was expected that the development would mostly house racial minorities.

Initially Florence County officials were supportive of the project. The Cashua Drive location (behind a Harris Teeter grocery) was called ideal. Another official described a "great need" for affordable housing and said that it aligned with municipal goals. All the approvals were in place to begin the project.

Moving forward to January of 2022, nearby residents learned of the project. Opponents of the project (local bigwigs of law and commerce as well as county officials) met at the Florence Country Club on 1-18-22. Just seven days later the county commission held an irregular meeting. There was only one thing on the agenda. The meeting lasted just three minutes. There was a vote to put a moratorium on the development of unzoned "donut hole" properties. While ostensibly the new rule (it was later approved after being read several times at subsequent meetings) imposed a moratorium on a county-wide basis, it essentially applied to just one property – DHD Jessamine. The property has since been rezoned for residential development. The government cited concerns about traffic, safety and infrastructure.

DHD Jessamine thought that was all a pretext for race discrimination. Essentially affluent residents of an essentially segregated part of town

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