

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

Christopher Williamson,
Plaintiff,
vs.
Southern Health Partners, Inc., and
Sara Thacker, NP,
Defendants.

IN THE COURT OF COMMON PLEAS

Case No. 2021-CP-45-00389

ORDER APPROVING SETTLEMENT

This matter was tried before a jury for eight days, concluding on July 16, 2025 with a jury verdict in favor of the Plaintiff. The undersigned presided over the trial and is very familiar with the facts and circumstances of the case. On July 25, 2025, the Medical Defendants filed their post-trial motion seeking a Judgment Notwithstanding the Verdict, or, in the alternative, a New Trial Absolute. Thereafter, the Parties engaged in post-trial mediation with an independent third party, Karl Folkens, serving as the mediator. The parties reached a full and final settlement agreement on August 4, 2025. The Settlement and Release includes a confidentiality provision that was negotiated as a material and pertinent term to the Release. The parties come before the Court for approval of the settlement terms and agreement as a full and final resolution of this action and all claims that could have been asserted therein, and to authorize Plaintiff and his Guardian Ad Litem to execute the necessary releases and documents to finalize this matter and receive payment.

The parties appeared for a hearing on August 28, 2025. Present and appearing at the hearing were the Plaintiff, his Guardian ad Litem, Doward K. Harvin, Esquire, and his attorneys James B. Moore, III, Esquire, Scott C. Evans, Esquire, and James M. Ervin Esquire. In addition, Shira Crittendon appeared on behalf of Southern Health Partners, Inc. and attorneys James G. Long, III and Amelia S. Waring appeared for both Medical Defendants.

Having presided over the trial of this matter, the undersigned is well familiar with the facts of this case, including the claims and the defenses thereto. Having heard the testimony and arguments and after hearing the terms of the settlement, I make the following findings.

1. The Plaintiff, Christopher Williamson, was booked into the Williamsburg County Detention Center on May 22, 2020. Pursuant to the contract with Williamsburg County, Defendant SHP provided medical services at the Williamsburg County Detention Center during Plaintiff's incarceration. Defendant NP Thacker is an independent contractor of SHP who served as the Medical Director at the Williamsburg County Detention Center during Plaintiff's incarceration. In the lawsuit, Plaintiff alleged that he suffered from two injuries resulting from the Defendants' negligent medical care: a wound to his sacrum, and a permanent brain injury. Because of the allegation of brain injury, Plaintiff requested and the Court appointed Doward K. Harvin, Esquire to serve as Plaintiff's Guardian ad Litem to "protect the interests of Mr. Williamson in this litigation."

2. Plaintiff and the Medical Defendants, through counsel, have agreed upon a full settlement of all claims arising out of the aforementioned action. Both parties have requested that I approve the agreement. The Medical Defendants and Plaintiff have informed the Court about the amount of the settlement and with my extensive knowledge of this matter, I find that the settlement is a reasonable resolution of the case. In addition, the attorneys have informed the Court about the amount and payment of the Plaintiff's attorney fees and costs. I further find that this case was complex involving complicated medical issues at significant costs. Five medical experts testified along with two additional physicians who provided treatment or evaluation to Plaintiff. As such, I find that the attorneys' fees are a reasonable and customary contingent fee for these

types of cases and the costs are consistent with the work performed.

3. Upon the issuance of this Order, Plaintiff and his Guardian ad Litem shall execute the Confidential Settlement Agreement and Release previously prepared by counsel for the Medical Defendants and previously approved by Plaintiff's counsel. Thereafter, payment shall be made as set forth therein. No party has admitted liability by entering into this settlement or seeking court approval.

4. Sara Thacker, NP is dismissed from this action with prejudice and without payment.

5. I find Plaintiff will be responsible for satisfying all valid subrogation claims, liens, and/or assignments related to this claim as set forth in the Settlement Agreement and Release.

6. I find that the Jury Verdict shall be entered as a judgment at this time. Upon the timely payment of all sums due from Defendants under the Confidential Settlement Agreement and Release, the Court shall vacate the jury verdict and the judgment, *nunc pro tunc*, by Consent Order or motion/Order. If a payment is not timely made, the jury verdict will not be vacated, and Medical Defendants will be entitled to credit against the judgment for payments made.

7. I find that Doward K. Harvin's appointment as Guardian ad Litem for Plaintiff shall end once the jury verdict and judgment are vacated by this Court.

8. The parties request that the amount of the settlement be made confidential pursuant to Rule 41.1(c), SCRCP. Having heard the testimony over an eight-day trial and being fully aware of the terms of the settlement and payment of attorney fees and costs, I find the amount of the settlement shall be and remain confidential. I provide the following findings to support my decision:

A. I find there is no public or professional significance to the amount of the settlement. The public has access to the allegations in the Complaint, the defenses in the Answer

and the information provided in the various court filings and orders issued by this Court. While the amount of the settlement is important to the parties, it is not to the public.

B. I find the public disclosure of the amount of the settlement could have an adverse effect upon the privacy of the Plaintiff and he has requested that this amount remain private and unknown to the public. The Guardian Ad Litem concurs in this request. Further, I find the public disclosure could negatively affect the Medical Defendants as others may use this information for improper purposes.

C. I find the approval of this settlement is not judicially required. However, in light of the trial, the Court's knowledge of this matter, the dispute over the Plaintiff's brain injury, and the appointment of a Guardian ad Litem, the parties sought court approval. Under these specific facts and considering the procedural history of this specific case, I find court approval with the settlement amount remaining confidential is the best alternative.

D. I find there is no legitimate public interest in the amount of the settlement. The public will have sufficient information about this matter.

THEREFORE, it is HEREBY ORDERED:

A. The terms of the settlement are received and approved by this Court. The Court shall specifically retain jurisdiction and venue to enforce the terms of this Order.

B. The Plaintiff and Mr. Howard, the Plaintiff's Guardian ad Litem, shall execute the Confidential Settlement Agreement and Release prepared by the Medical Defendants and previously approved by the Plaintiff. Thereafter, payment shall be made to the Plaintiff as set forth in the Release. Plaintiff will be responsible for satisfying all valid subrogation claims, liens, and/or assignments related to this claim as set forth in the Settlement Agreement and Release.

C. The Jury Verdict shall be entered as a judgment at this time.

D. Upon timely payments of all sums due from Defendants under the Confidential Settlement Agreement and Release, the Court shall vacate the jury verdict and judgment *nunc pro tunc* by Consent Order or motion/Order.

E. Defendant Sara Thacker, NP, is dismissed with prejudice and without payment.

F. Doward K. Harvin, Esquire's, appointment as Guardian ad Litem for Plaintiff shall end once the jury verdict and judgment are vacated by this Court.

G. The amount of the settlement is hereby made confidential pursuant to Rule 41.1(c), SCRCP.

IT IS SO ORDERED.

**THE HONORABLE R. KIRK GRIFFIN
CHIEF ADMINISTRATIVE JUDGE
THIRD JUDICIAL CIRCUIT**

<judicial e-signature and date found on a subsequent page>



Williamsburg Common Pleas

Case Caption: Christopher Williamson VS Southern Health Partners, Inc. , defendant, et al

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Type: Order/Approval Of Settlement

So Ordered

s/ R. Kirk Griffin 2768