

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF CHESTERFIELD</p>	<p>IN THE COURT OF COMMON PLEAS FOURTH JUDICIAL CIRCUIT CIVIL ACTION NO. 2023-CP-13-_____</p>
<p>Lytonta Cook, a biological parent and natural guardian of N.W., a minor child,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>Ronnie Lee Sires, in his individual capacity as an agent/employee of Chesterfield County School District; Harrison Goodwin, in his individual capacity as Superintendent of Chesterfield County School District; Chesterfield County School District; and the South Carolina Department of Education,</p> <p style="text-align: center;">Defendants.</p>	<p>ORDER APPROVING SETTLEMENT BETWEEN PLAINTIFF AND THE CHESTERFIELD COUNTY SCHOOL DISTRICT DEFENDANTS</p>

This matter is before the Court by Petition of Lytonta Cook, as biological parent and natural guardian of N.W., a minor child, requesting that this Court approve the settlement of her claims against Defendants Ronnie Lee Sires, Harrison Goodwin and the Chesterfield County School District (hereinafter collectively “CCSD Defendants”), and the South Carolina Department of Education (hereafter collectively “SCDOE”), in the above-captioned matter and the disbursement of settlement proceeds as recounted below.

With regard to the parties to the above-captioned action and this settlement, Patrick J. McLaughlin, Stephen J. Wukela and C. Heath Ruffner represent the Petitioner/Plaintiff. Defendants Sires, Goodwin and CCSD are represented by Vincent A. Sheheen; and Defendant SCDOE is represented by Samuel F. Arthur III. The CCSD Defendants are insured by the South Carolina School Boards Insurance Trust (SCSBIT) and the SCDOE is insured by the South Carolina Insurance Reserve Fund (IRF).

The Court has had the opportunity to fully discuss with Ms. Lytonta Cook all aspects of the case – including whether she understands and is satisfied with the settlement against the Defendants, and whether she was understands the attorney’s fees and costs being paid and is satisfied with the services rendered by her attorneys, Patrick J. McLaughlin and C. Heath Ruffner. Ms. Cook has indicated to this Court that she understands, is fully satisfied with the settlement, the services of her attorneys and their fees and costs and understand that approval of this settlement will effectively terminate this matter in its entirety.

Upon review of the Petition, this Court finds that there exists between the Petitioner/Plaintiff and the Defendants a contest and controversy concerning these matters and that Defendants deny liability of any nature or kind.

This Court finds that the Petitioner/Plaintiff has negotiated with the CCSD Defendants and SCDOE for the purpose of settling these disputed claims and after careful consideration of all issues has agreed to a settlement with the CCSD Defendants and SCDOE.

Upon payment by or on behalf of the SCDOE of the amount Twenty-Three Thousand Four Hundred Thirty-Seven and 50/100 (\$23,437.50) Dollars, and upon payment by or on behalf of the CCSD Defendants for the total amount of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, the parties to this settlement agree to a final and complete disposition, resolution and release of any and all State and Federal claims and/or causes of action that the Petitioner/Plaintiff and N.W. have against the CCSD Defendants. In exchange, the Petitioner/Plaintiff shall execute full and final releases of any and all claims the Petitioner/Plaintiff has against all said Defendants arising out of the incidents involving N.W. which occurred during the time frame more particularly set forth in Petitioner/Plaintiff’s Petition. As part of the settlement, Petitioner/Plaintiff will be

responsible for satisfying any valid liens and/or subrogation interests any third parties have arising out of this matter from the proceeds of this settlement.

The Court finds that the Petitioner/Plaintiff retained legal counsel listed above. In this regard, the Petitioner/Plaintiff has entered into a written attorney's fee agreement agreeing to a contingency fee of Thirty Three and One-Third percent (33 1/3%) plus the payment of all costs expended. That comes to attorney's fees of Seventy-Four Thousand Four Hundred Seventy-Nine and 17/100 (\$74,479.17) Dollars. To date, Eighty-one and 54/100 (\$81.54) Dollars have been expended for costs. Therefore, there are no additional costs for the Court to approve at this time, and, as memorialized on the Disbursement Sheet provided the Court, which was reviewed with the Petitioner/Plaintiff, One Hundred Forty-Eight Thousand Three Hundred Seventy-Six and 79/100 (\$148,376.79) Dollars will be disbursed as the net proceeds of this settlement to the minor.

The Court finds that the attorney's fees and costs (as shown on the Disbursement Sheet presented to the Court for review) to be reasonable and the Court has confirmed with Ms. Cook her satisfaction with the fees and billed costs. Additionally, the Petitioner/Plaintiff believes that there will be additional costs to have a Conservator appointed in this matter and as such, she asks the Court to approve Five Hundred and 00/100 (\$500.00) Dollars be held in her attorney's trust to be used towards those potential future costs, with the understanding any amounts left over will be disbursed to the minor at the appropriate time, subject to the same conditions as discussed below.

The Court finds that the net amount from this settlement to the client shown on the Disbursement Sheet One Hundred Forty-Eight Thousand Three Hundred Seventy-Six and 79/100 (\$148,376.79) Dollars is to be used solely for the benefit of N.W. and as such, must be disbursed into either controlled account and/or to a duly appointed Conservator pursuant to approval from the South Carolina Probate Court. The Court is aware that N.W. is a Medicaid recipient and directs

that any Medicaid lien will need to be addressed before disbursement of any net amount to client and that any balance so disbursed to N.W. may have to be placed in a Special Needs Trust to preserve and protect N.W.'s right to Medicaid benefits. The Court directs Petitioner/Plaintiff and her counsel to resolve any such Medicaid lien and address the need for any such Special Needs Trust prior to the disbursement of any funds to N.W.

Now it is hereby Ordered, Adjudged and Decreed that this settlement is fair and reasonable under the circumstances presented to this Court. The settlement is approved as set forth in the Petition, Order and settlement paperwork to be executed by the Petitioner/Plaintiff. Further, this Court finds that the attorney's fees and litigation costs are reasonable and may be immediately disbursed. Further, once any Medicaid lien has been resolved and any potential need for a Special Needs Trust resolved, and upon approval by the probate court of a controlled account and/or duly appointed conservator, the net settlement funds in the amount of One Hundred Forty-Eight Thousand Three Hundred Seventy-Six and 79/100 (\$148,376.79) Dollars should be disbursed as described above.

IT IS SO ORDERED!

(e-filed signature page to follow)



Chesterfield Common Pleas

Case Caption: Lytonta Cook VS Ronnie Lee Sires , defendant, et al

Case Number: 2023CP1300118

Type: Order/Approval Of Settlement

So Ordered

s/Paul M. Burch, Judge #2048