

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) FOR THE FIRST JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2022-CP-18-00460

Francis Council and Ted Council,)
))
Plaintiffs,)

ORDER

vs.)

St. George Healthcare Center Inc.,)
Randi Popp, M.D., and Claretta)
Green, NP,)
))
Defendants.)

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Jul 13 2026
SC Court of Appeals

Hearing Date: 10:30 AM on May 1, 2026 (Web X)
Presiding Judge: The Honorable R. Kirk Griffin
Attorneys for Plaintiff: Ronald L. Richter, Jr., Esq. and Scott M. Mongillo, Esq.
Attorney for Defendant St. George Healthcare Center, Inc.: James D. Gandy, III, Esq.
Attorney for Randi Popp, M.D. and Claretta Green, N.P.: Christine K. Toporek, Esq.

THIS MATTER came before me on May 1, 2026, on Plaintiff Francis Council's Motion for Sanctions against Defendant St. George Healthcare Center, Inc. Present at the call of the Motion were counsel for the Plaintiffs, Ronald L. Richter, Jr. and Scott Mongillo. Also present was Christine K. Toporek, counsel for Defendants Randi Popp, M.D. and Clarette Green, NP as well as James D. Gandy, III, counsel for Defendant St. George Healthcare Center, Inc.

After carefully considering the arguments of counsel and their respective submissions as well as the South Carolina Rules of Civil Procedure and the applicable case law, the Court **GRANTS** the Plaintiff's Motion based on the following findings of facts and conclusions of law as seen below.

THEREFORE, IT IS HEREBY ORDERED:

FINDINGS OF FACTS

1. On August 26 and 27, 2025, an arbitration was held concerning Plaintiff Francis Council's ("Plaintiff") claims against Defendant St. George Healthcare Center, Inc. ("Defendant").

2. As a result of the arbitration, the Plaintiff received an Award of Arbitrator on October 15, 2025, against the Defendant in the amount of \$200,000.00 due and payable in full on or before December 15, 2025.

3. Six days before the \$200,000.00 payment was due, on December 9, 2025, Defendant filed a motion with the Arbitrator to enlarge the time for payment. In this filing, the Defendant requested a payment plan with the final payment due on March 15, 2026.

4. On the same day Plaintiff's counsel objected via email.

5. On December 16, 2025, via email, Plaintiff's attorneys again objected to any form of a payment plan.

6. On December 16, 2025, the Arbitrator ruled that the Defendant was to make an initial payment of \$100,000 by December 17, 2025, and a second payment of \$100,000 on or before January 15, 2026.

7. Despite being granted an initial two months to pay, the Defendant paid nothing prior to the original deadline. Despite asking for additional time and being granted relief in the form of two equal payments of \$100,000.00, the Defendant failed and refused to comply.

8. Instead, the Defendant dictated its own payment schedule of \$50,000.00 by December 22, 2025, \$50,000.00 by January 15, 2026, and \$100,000.00 by February 27, 2026.

9. Plaintiff's counsel again objected to Defendant's new self-awarded payment plan in an email.

10. As a result of Defendant's repeated refusal to abide by the Arbitrator's numerous orders, on December 22, 2025, Plaintiff filed a Motion for Sanctions which was heard on May 1, 2026.

CONCLUSIONS OF LAW

1. The Defendant first contends that the Court lacks jurisdiction to entertain the Motion for Sanctions, as the Court's jurisdiction is divested when a matter is compelled into arbitration and is not restored until a motion is made to confirm the award.

2. The South Carolina Uniform Arbitration Act makes clear that upon the application of a party, the court may affirm an award granted in arbitration. S.C. Code §15-48-120. Here, the Plaintiff moved the Court for sanctions as a result of the Defendant's refusal to abide by the award. Moreover, in his last communication with the parties, the arbitrator foreshadowed that the parties would need to seek Court intervention in the event of further non-compliance by the Defendant.

3. By filing a Motion for Sanctions, the Plaintiff inherently sought to have the award affirmed and petitioned to have the Court exercise its authority to enforce the award, as well as to punish the efforts of the Defendant to ignore it. I find that having done so, the Plaintiff has properly invoked the jurisdiction of the Court to affirm and enforce the award and that the failure to use the word "affirm" in the Motion is little more than form over substance.

4. The determination of whether to impose sanctions on a party is a very serious one and one that this Court does not take lightly. But ultimately, this decision is "entrusted to the discretion of the trial court." *QZO, Inc. v. Moyer*, 358 S.C. 246, 255 (2004) (citations omitted.)

5. The power to punish under contempt is inherent in all courts and is used for the preservation of order in judicial proceedings. *State v. Havelka*, 285 S.C. 388 (1985) (citing *State v. Buchanan*, 279 S.C. 194, 304 S.E.2d 819 (1983)).

6. Contempt results from the willful disobedience of a court order and before a person may be held in contempt, the record must be clear and specific as to acts or conduct upon which the contempt is based. *State v. Bevilacqua*, 316 S.C. 122, 129, 447 S.E.2d 213, 217 (Ct.App.1994).

7. A willful act is an act “done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say with bad purpose either to disobey or disregard the law.” *Id.*

8. Direct contempt occurs when a person's conduct interferes with judicial proceedings, exhibits disrespect for the court, or hampers parties or witnesses. *State v. Havelka*, 285 S.C. 388, 330 S.E.2d 288 (1985).

9. Courts, by exercising their contempt power, can award attorney’s fees under a compensatory contempt theory. *Harris-Jenkins v. Nissan Car Mart, Inc.*, 348 S.C. 171, 178-79, 557 S.E.2d 708, 711-12 (Ct. App. 2001.)

10. Compensatory contempt seeks to reimburse the party for the costs it incurs in forcing the non-complying party to obey the court’s orders. “In a civil contempt proceeding, a contemnor may be required to reimburse a complainant for the costs he incurred in enforcing the court’s prior order, including reasonable attorney’s fees. The award of attorney’s fees is not a punishment but an indemnification to the party who instituted in the contempt proceeding.” *Poston v. Potson*, 331 S.C. 106, 114, 502 S.E.2d 86, 90 (1998); *Lindsay v. Lindsay*, 328 S.C. 329, 345, 491 S.E.2d 583, 592 (Ct. App. 1997) (“A compensatory contempt award may include attorney fees.”).

11. There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged

in the locality for similar services; and 6) beneficial results obtained. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993).

12. In addition, the following rules and cases set guidelines for determining the reasonableness of attorney's fees. See Rule 407, South Carolina Rule of Professional Conduct 1.5, *Nienow v. Nienow*, 268 S.C. 161, 232 S.E.2d 504 (1977), *Atkinson v. Atkinson*, 279 S.C. 454, 309 S.E.2d 14 (S.C. App. 1983); *EDM v TAM*, 307 S.C. 471, 415 S.E.2d 812 (1992); *Sherman v. Sherman*, 307 S.C. 280, 414 S.E.2d 809 (S.C. App. 1992); and *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991), *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993); and *Weatherford v. Price, et. al.*, 340 S.C. 572, 578, 532 S.E.2d 310, 313 (Ct. App. 2000), all of which deal with the factors and criteria to be considered when setting and awarding attorney's fees.

13. I find that the Defendant has willfully disobeyed multiple orders of the Arbitrator and its unlawful acts were engaged voluntarily and intentionally so as to interfere with the judicial process.

14. I find that the Plaintiff incurred attorney's fees and costs which were otherwise unnecessary but for the Defendant's efforts to avoid the arbitration award. Per the attorney's fees affidavit filed in this matter, I find that the attorney fee was \$2,000.00 is fair and reasonable and should be borne by the Defendant, as was the cost to file the motion in the amount of \$31.74.

15. I further find that it is proper to order the Defendant to pay post judgment interest in the amount of \$1,678.51 to address the period during which the Defendant failed without justification to pay the award.

16. I find that the attorney's fee affidavit submitted in this matter satisfies the six factors in *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993).

17. In addition, I hereby sanction the Defendant the amount of \$10,000.00 for its willful refusal to abide by the Arbitrator's orders as a means of discouraging the Defendant and others similarly situated from similar conduct in the future.

THEREFORE, I FIND AND ORDER THAT THE PLAINTIFF'S MOTION FOR SANCTIONS IS GRANTED AND THE DEFENDANT SHALL PAY TO THE PLAINTIFF THE TOTAL AMOUNT OF \$13,710.25 WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS ORDER.

IT IS SO ORDERED.

May __, 2026
St. George, South Carolina

The Honorable R. Kirk Griffin



Dorchester Common Pleas

Case Caption: Francis Council , plaintiff, et al VS St. George Healthcare Center Inc
, defendant, et al
Case Number: 2022CP1800460
Type: Order/Sanctions

So Ordered

s/ R. Kirk Griffin 2768