

examining the 12 factors set forth in Johnson v. Georgia Highway Express, Inc., 488 F.2d 714 (1974). Barber, 577 F.2d at 226 fn. 28; see also Local Civil Rule 54.02 DSC (“Any petition for attorney’s fees shall comply with the requirements set forth in Barber v. Kimbrell’s Inc . . .”). These factors are: “(1) the time and labor expended; (2) the novelty and difficulty of the questions raised; (3) the skill required to properly perform the legal services rendered; (4) the attorney’s opportunity costs in pressing the instant litigation; (5) the customary fee for like work; (6) the attorney’s expectations at the outset of the litigation; (7) the time limitations imposed by the client or circumstances; (8) the amount in controversy and the results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between attorney and client; and (12) attorneys’ fees awards in similar cases.” Barber, 577 F.2d at 226 n. 28. These twelve factors closely resemble the eight factors for determining reasonableness under Rule 1.5(a) of the South Carolina Rules of Professional Conduct. Rule 1.5 (a) of the South Carolina Rules of Professional Conduct states

The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;

- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

DISCUSSION AS TO ATTORNEYS FEES

As to the first Barber factor and Rule 1.5 (a)(1) factor, the time and labor expended, Counsel spent considerable time and labor in the litigating the case that culminated in the settlement agreement. Indeed, in all, attorneys and paralegals at Strom Law Firm expended in excess of 100 hours in this effort.

With respect to the second Barber factor and Rule 1.5 (a)(1) factor, the novelty and difficulty of the questions raised, this was a unique and difficult case with numerous complex legal and factual issues. This case was a complex medical malpractice action and weighs in favor of the fee.

With reference to the third Barber factor and Rule 1.5 (a)(1) factor, required skills, medical malpractice in the context of a jail or prison requires a specialized field of practice, requiring particularized skills and knowledge.

With regard to the fourth Barber factor and Rule 1.5 (a)(2) factor, opportunity cost, Counsel pursued this litigation for almost two (2) years, incurred \$7584.59 in expenses and worked in excess of 100 hours of attorney and paralegal time for the Estate and the wrongful death beneficiaries. This time and other expenses could have been performed in completion of other cases not taken on a contingency fee.

With respect to the fifth Barber factor and Rule 1.5 (a)(3) factor, the customary fee for similar work, the customary fee charged by Counsel in medical malpractice cases is 40%

contingency fee when the action requires litigation. Statutorily, however, the fee is 25% pursuant to 28 U.S.C. § 2678. Given this case required litigation, the 25% fee is reasonable.

As for the sixth Barber factor and Rule 1.5(a)(8) factor, the attorney's expectations at the outset of the litigation, Counsel undertook this case on a contingent fee basis. With limited exception not applicable in this case, no one expects an attorney whose compensation is contingent on success to charge what he or she would charge a client who has agreed to pay for his or her services in advance, regardless of success. Thus, the risk of pursuing a claim based solely on a contingent basis must be given adequate weight when determining a reasonable fee.

Examining the seventh Barber factor and Rule 1.5(a)(5) factor, the time limitations imposed by the client or other circumstances, it is not unusual for cases of this type to continue in litigation for many years before injured parties receive compensation and are able to put their injuries behind them. Here, the claim and the litigation took approximately two (2) years, but as a result of the settlement, the Estate and wrongful death beneficiaries will receive the benefit of the settlement.

Turning to the eighth Barber factor and Rule 1.5(a)(4) factor, the amount in controversy and the results obtained, the results obtained for the Estate and wrongful death beneficiaries through the efforts of Counsel is a critical element in determining the reasonableness of a fee. The settlement provides significant compensation to the Estate and the wrongful death beneficiary.

With respect to the ninth Barber factor and Rule 1.5(a)(7) factor, the experience, reputation, and ability of the attorneys, Strom Law Firm has had significant success in complex litigation. Were it not for the experience, reputation and ability of Counsel, Defendant may have decided not to settle, but rather to press the case to trial.

As to the tenth Barber factor, the undesirability of the case within the legal community in which the suit arose, this case has the appearance of being "undesirable" in the sense that it

involves the death of a person in a jail setting where proving non-economic damages would be difficult.

With regard to the eleventh Barber factor and Rule 1.5 (a)(6) factor, the nature and length of the professional relationship between Counsel and our clients, Counsel met with Plaintiff on several occasions, including deposition and mediation.

Finally, the twelfth Barber factor and Rule 1.5(a)(3) factor, attorneys' fees awards in similar cases, a fee of 25% is typical. In this case, the award of fees is 25% in the amount of \$145,115.25 and costs in the amount of \$7,584.59 to be paid from the wrongful death portion of the settlement is reasonable.

CONCLUSION

For the reasons set forth in Exhibit 1, the Court should approve the wrongful death settlement. For the reasons set forth above, the Court should approve fees in the amount of \$145,115.25 and costs in the amount of \$7,584.59 to be paid from the gross settlement is reasonable.

STROM LAW FIRM, LLC

s/ Mario A. Pacella

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Attorneys for Plaintiff

January 27, 2026
Columbia, South Carolina

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

April Wesolowski, on behalf of herself)
and as Administrator Ad Litem of the)
Estate of George Thacker,)
)
Plaintiffs,)
)
v.)
)
The United States of America,)
)
Defendant.)
_____)

C/A No: 6:25-cv-06675-CMC-KFM

**PETITION FOR APPROVAL OF
SETTLEMENT (SURVIVAL AND
WRONGFUL DEATH ACTION)**

Pursuant to S.C. Code Ann. §§ 15-51-41 and 15-51-42, Petitioner April Wesolowski, on behalf of herself and as Administrator Ad Litem of the Estate of George Thacker, hereby petitions this Honorable Court for an Order Approving a Settlement and would respectfully show before the Court as follows:

1. That she is the duly appointed and qualified Administrator Ad Litem of the Estate of George Thacker (Decedent) pursuant to Order of the Honorable Bonnie Doss, Probate Clerk and Master for Rhea County, Tennessee, case number 23-PR-3075, dated March 24, 2023.
2. That on December 26, 2022, the Decedent suffered death due to complications of a perforated duodenal ulcer and peptic ulcer disease while under the care of the Defendants.
3. That said death occurred while the Defendant was charged with providing medical services and did treat the Decedent prior to his death.

4. That there exists among the parties a contest and controversy concerning liability for this death, which is in good faith, but which the parties have agreed to resolve upon terms appearing fair and reasonable in light of all attending circumstances. Defendant denies liability.
5. That, subject to approval by the Court, an agreement has been reached between the parties to settle this matter, which has arisen under the South Carolina Wrongful Death Statute (§15-51-10, *et seq.*, of the 1976 Code, as amended), due to injuries to the Decedent.
6. That Petitioner has agreed to release the Defendant from legal claims against them in exchange for the total amount of \$750,000.00.
7. That the settlement funds are to be paid directly from the Defendant.
8. That payment of the sum has been conditioned on the execution of a Release of all related claims against the Defendant.
9. That by virtue of this Release, all claims against the Defendant are resolved.
10. That pursuant to the agreement between the Petitioner and her legal counsel, Strom Law Firm, LLC, counsel will receive twenty-five percent of the wrongful death portion of the recovery in the amount of \$580,461.00 in this action/claim pursuant to 28 U.S.C. § 2678. That amounts to \$145,115.25. Counsel is filing a separate fee petition setting forth the reasonableness of the fee. Counsel further incurred costs of \$7,584.59, to be paid from the wrongful death portion of the settlement.
11. The breakdown of the settlement is allocated \$580,461.00 towards the wrongful death action and \$169,539.00 towards the survival action.
12. That the Petitioner and her counsel believe the effect of the settlement upon the interest of the person represented by the Petitioner, in her role as Personal Representative of the

Estate, to be just and reasonable; and that Petitioner verily believes that it is for the best interests of the Estate, herself, and the other heirs, survivors, beneficiaries, and/or representatives of the Estate, that the said proposed settlement be consummated.

13. That this Petition is brought pursuant to S.C. Code Ann. § 62-3-715(24), which authorized Petitioner to settle claims for wrongful death on behalf of the Decedent.

14. That the Decedent, George Thacker, died testate, with any remaining assets to pour into a trust, with Petitioner as the trustee That Decedent's statutory beneficiary at law is his daughter, the Petitioner.

WHEREFORE, Petitioner prays that the proposed settlement described herein be approved pursuant to S.C. Code Ann. §§ 15-51-41 and 15-51-42, and that Petitioner be authorized and empowered to execute and deliver such Release and any other documents as may be required to fully effectuate said settlement arising out of the death of Decedent on December 26, 2022.

Respectfully submitted this 27th day of January, 2026.

STROM LAW FIRM, LLC

s/ Mario A. Pacella

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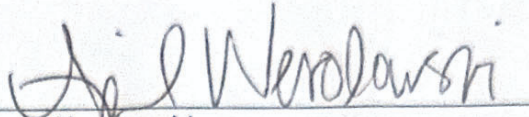
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Attorneys for Plaintiff

January 27, 2026
Columbia, South Carolina

I believe this settlement is fair and reasonable and in the best interests of the estate and the statutory beneficiaries.



April Wesolowski

Prepared and Approved By:

/s/ Mario A. Pacella

Mario A. Pacella, Fed. I.D. No. 7538
Strom Law Firm

**N THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION**

April Wesolowski, on behalf of herself)
and as Administrator Ad Litem of the)
Estate of George Thacker,)
)
Plaintiffs,)
)
v.)
)
The United States of America,)
)
Defendant.)
_____)

C/A No: 6:25-cv-06675-CMC-KFM

VERIFICATION

PERSONALLY APPEARED before me, April Wesolowski, who being duly sworn,
deposed and says that she is the Plaintiff/Petitioner herein; that she has read the foregoing Petition,
and the matters and things therein stated are true to Plaintiff/Petitioner's own knowledge, except
for those matters and things therein stated on information and belief and as to those, she believes
them to be true.

April Wesolowski
April Wesolowski, individually and as
Guardian Ad Litem for the Estate of George Thacker

Sworn and scribed before me on this day of 01/26/26

Notary Public for Tennessee

[Signature]
Commission Expires: 10/24/28

