STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
Paul Roy Osmundson,	)	Civil Action No. 2021-CP-40-03694
Plaintiff,	)	
v.	)	**ORDER**
School District 5 of Lexington and Richland Counties,	)	
Defendant.	)	

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

This matter came before the Court for an in-person hearing on December 10, 2025, on Plaintiff's Motion for Summary Judgment and Defendant's Motion for Summary Judgment pursuant to Rule 56, SCRCP. Joel W. Collins, Jr. and Patrick Quinn appeared on behalf of Plaintiff, and James Edward Bradley appeared on behalf of Defendant. The Court heard argument of counsel, reviewed the pleadings, motions, memoranda, affidavits, and exhibits in the record, and took the motions under advisement.

For the reasons set forth below, the Court finds that there is no genuine issue of material fact and that Defendant violated the South Carolina Freedom of Information Act ("FOIA"), S.C. Code Ann. § 30-4-10 et seq. Accordingly, Plaintiff's Motion for Summary Judgment is GRANTED, Defendant's Motion for Summary Judgment is DENIED, and the Court grants declaratory and injunctive relief as set forth herein.

PROCEDURAL BACKGROUND

Plaintiff commenced this action to enforce the South Carolina Freedom of Information Act ("FOIA") and to obtain declaratory and injunctive relief concerning Defendant's conduct in connection with meetings of the Board of Trustees and executive sessions addressing Superintendent Dr. Christina Melton's separation from employment.

The parties filed cross-motions for summary judgment under Rule 56, SCRCP, supported by sworn affidavits and exhibits, and each party asserted that the material facts necessary for disposition of the claims were not genuinely disputed. Defendant also moved to dismiss the Complaint pursuant to Rule 41(b), SCRCP, asserting Plaintiff failed to adequately prosecute the case. On June 18, 2022, the motions were heard by Judge Alison Lee. On October 22, 2022, Judge Lee issued an order granting the Rule 41(b) motion to dismiss, without ruling on the motions for summary judgment. Plaintiff moved to have the ruling reconsidered, and when that motion was denied, Plaintiff filed a Notice of Appeal on January 24, 2023.

On June 26, 2024, the Court of Appeals issued an opinion reversing the dismissal and remanding the case for further proceedings on. Following the opinion of the Court of Appeals, reversing the Circuit Court's dismissal, this matter returned to the Court for disposition of the merits of the pending cross-motions for summary judgment.

On December 12, 2025, this Court entered its ruling on the cross-motions, finding no genuine issue of material fact and finding that Defendant violated FOIA. This formal order follows this Court's December 12 ruling and sets forth a judgment providing an award of appropriate relief pursuant to South Carolina law.

FINDINGS OF FACT

The Court makes the following Findings of Fact. To the extent any finding may be construed as a conclusion of law, it is adopted as such, and to the extent any conclusion may be construed as a factual finding, it is adopted as such.

A. The Parties and FOIA Applicability

1. Plaintiff Paul Osmundson is a citizen of the State of South Carolina who timely filed the instant lawsuit against Defendant seeking relief pursuant to S.C. Code § 30-4-100 alleging Defendant violated multiple provisions of FOIA, including the open meetings requirement.

2. Defendant School District Five of Lexington and Richland Counties ("the District") is a governmental entity and a "public body" subject to the South Carolina Freedom of Information Act.

3. The District is governed by an elected Board of Trustees ("the Board"), which holds regular meetings and, at times, convenes executive sessions as permitted by FOIA.

B. The June 14, 2021 Board Meeting and Executive Session

4. In support of his motion for summary judgment, Plaintiff submitted the 18-page affidavit of Edward "Ed" K. White, who was at the time a Board trustee. Mr. White's affidavit details multiple FOIA violations by Defendant, culminating with the June 14, 2021 Board meeting at issue in this lawsuit.

5. As described in Mr. White's affidavit, and acknowledged by Defendant via affidavits submitted in support its motion for summary judgment, on June 14, 2021, the Board held a meeting, during which the Board trustees entered an executive session which was not open to the public.

6. The agenda description for the executive session stated only "legal advice regarding a contractual matter," or words to that effect, and did not identify with specificity that the Board would consider and/or commit the District to a settlement agreement resolving the Superintendent's separation from employment.

7. During the executive session, the District's legal counsel presented the Board with a written Settlement Agreement relating to Superintendent Dr. Christina Melton's resignation and separation from employment (the "Settlement Agreement").

8. The Settlement Agreement had been negotiated between counsel for the District and counsel for Dr. Melton prior to the June 14 meeting and was presented to the Board in a form intended for execution.

9. During the executive session, the District's requested that the trustees execute the Settlement Agreement at that time. Six trustees executed the Settlement Agreement by signature during the executive session. Trustee Ed White refused to sign the Settlement Agreement.

10. The execution of the Settlement Agreement committed the District to a binding legal and financial obligation, including a payment of $226,368 to Dr. Melton by the District which was funded by public monies.

11. The Board did not take a public vote during open session on June 14, 2021 approving the Settlement Agreement prior to its execution, and the Board did not publicly vote on June 14, 2021 after returning from executive session to approve, authorize, or ratify execution of the Settlement Agreement.

C. Subsequent Events and the District's Ratification of the Settlement Agreement

12. Following the June 14, 2021 executive session and board meeting, the Board Chair was quoted in *The Irmo Times* as stating that Superintendent Christina Melton had

resigned from her position. As reported, those statements did not reference the existence or execution of a settlement agreement or disclose that the Board had entered into a binding agreement governing the terms of Dr. Melton's separation during the June 14 meeting.

13. On July 23, 2021, Plaintiff commenced this action alleging violations of the South Carolina Freedom of Information Act arising from the Board's conduct during the June 14, 2021 executive session.

14. On August 9, 2021, after this action had been filed, the Board conducted a public vote purporting to approve, authorize, or ratify the Settlement Agreement.

15. The Court finds that the material facts related to the June 14 executive session and execution of the Settlement Agreement during the executive session are not genuinely disputed and are corroborated by Defendant's own sworn evidence and communications.

LEGAL STANDARD

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP; *Kitchen Planners, LLC v. Friedman*, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023). Rule 56(c) further mandates the entry of summary judgment against a party who fails to make a sufficient showing of the existence of an element essential to a claim on which that party bears the burden of proof. *See Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 357, 650 S.E.2d 68, 71 (2007) (citations and internal quotation marks omitted). "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." *Hedgepath v. Am. Tel. & Tel. Co.*, 348 S.C. 340, 355, 559 S.E.2d 327, 335-36; *Holmes v. E. Cooper Cmty. Hosp., Inc.*, 408 S.C. 138, 153-54, 758 S.E.2d 483, 492

(2014) ("[W]hen the evidence is susceptible of only one reasonable interpretation, summary judgment may be granted.") (citation omitted). A party opposing a motion for summary judgment must "'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial.'" *Hedgepath*, 348 S.C. at 354, 559 S.E.2d at 335.

CONCLUSIONS OF LAW

Having reviewed and carefully considered the parties' arguments and positions, the Court concludes that there is no genuine issue of material fact and that Plaintiff Paul Osmundson is entitled to summary judgment as a matter of law. For the reasons set forth below, Plaintiff's Motion for Summary Judgment is granted, and Defendant's Motion for Summary Judgment is denied.

S.C. Code Ann. § 30-4-70(b) provides, in relevant part, that "[n]o action may be taken in executive session except to adjourn or return to public session." The statute further prohibits a public body from committing itself to a course of action by polling its members in executive session. *Id.* These provisions reflect the General Assembly's clear intent that executive sessions be limited to discussion and consultation, and that substantive governmental decisions occur only in public view.

South Carolina courts have repeatedly emphasized that the Freedom of Information Act is designed to prevent public bodies from conducting public business in secret and then attempting to legitimize those actions after the fact, and that the Act must be construed broadly to effectuate its remedial purpose of open government. *See Quality Towing, Inc. v. City of Myrtle Beach*, 345 S.C. 156, 160, 547 S.E.2d 862, 864-65 (2001) ("FOIA is remedial in nature and should be liberally construed to carry out the purpose mandated by the legislature.") (citing *South Carolina Dep't of Mental Health v. Hanna*, 270 S.C. 210, 241 S.E.2d 563 (1978)).

Against this legal backdrop, the District has taken the position in this litigation that no improper action occurred during executive session on June 14, 2021 because the Board did not conduct a formal vote, secret ballot, or straw poll, and that the Board's subsequent public vote on August 9, 2021 approving the Settlement Agreement rendered Plaintiff's claims moot or cured any alleged defect related to the June 14 executive session. The Court rejects these contentions.

In *Piedmont Public Service District v. Cowart*, the Court of Appeals held that action taken in executive session in violation of FOIA cannot be cured by a subsequent public vote. 319 S.C. 124, 129–30, 459 S.E.2d 876, 878–79 (Ct. App. 1995), aff'd, 324 S.C. 239, 478 S.E.2d 836 (1996). The *Cowart* court explained that "[s]ubjecting the vote itself to the bright light of public scrutiny helps ensure that the issue is fully debated and more carefully considered, while the ratification procedure keeps the debate behind closed doors." *Id.* at 129, 459 S.E.2d at 879.

There is no dispute that the Settlement Agreement between Superintendent Christina Melton and the District was executed by a majority of the members of the Board, on behalf of the District, during executive session on June 14, 2021. There is likewise no dispute that the terms of the Settlement Agreement were not discussed or debated in open session during the June 14 meeting, that no public vote was taken on that date approving or authorizing the agreement, and that the Board returned from executive session having already committed the District to a binding contractual and financial obligation. Neither party has argued that the Settlement Agreement between Superintendent Melton and the District is unenforceable or should be set aside due to its ratification in executive session, and the Court does not find otherwise. The *enforceability* of the Settlement Agreement, however, does not negate the fact that its *execution* in executive session constituted a violation of the Freedom of Information Act.

FOIA governs the process by which public bodies act, not merely the legal effect of the resulting agreement.

The Court concludes that the District's execution of the binding Settlement Agreement during an executive session of the District Board meeting on June 14, 2021 constituted "action" within the meaning of § 30-4-70(b) because it committed the District, a public body, to a definite legal obligation and course of conduct. The absence of a formal vote or straw poll prior to executing the Settlement Agreement does not alter this conclusion. FOIA prohibits action in executive session, not merely recorded votes, and a public body may not evade the statute's requirements by acting through signatures or informal consensus rather than by a public vote. Accordingly, the Board's execution of the Settlement Agreement during executive session on June 14, 2021 constituted action taken in executive session in violation of S.C. Code Ann. § 30-4-70(b) of the South Carolina Freedom of Information Act.

This conclusion is consistent with the General Assembly's express policy determination in S.C. Code Ann. § 30-4-15 that "it is vital in a democratic society that public business be performed in an open and public manner so that citizens shall be advised of the performance of public officials and of the decisions that are reached in public activity and in the formulation of public policy." FOIA is intended "to make it possible for citizens, or their representatives, to learn and report fully the activities of their public officials at a minimum cost or delay." *Id.*; *see also Donahue v. City of North Augusta*, 412 S.C. 527, 773 S.E.2d 140 (2015) (requiring meaningful transparency and rejecting non-compliance that obscures public decision-making).

The Court therefore rejects the District's arguments that no FOIA violation occurred because the Board did not conduct a formal vote, secret ballot, or straw poll during executive session. FOIA prohibits action in executive session, not merely recorded votes, and the

undisputed execution of a binding settlement agreement during executive session constitutes prohibited action as a matter of law. The Court further rejects the District's contention that the Board's subsequent public vote on August 9, 2021 cured or mooted the June 14, 2021 FOIA violation. As explained above, South Carolina law does not permit a public body to retroactively legitimize action unlawfully taken in executive session through later public ratification. *See Piedmont Pub. Serv. Dist. v. Cowart*, 319 S.C. 124, 129–30, 459 S.E.2d 876, 878–79 (Ct. App. 1995), aff'd, 324 S.C. 239, 478 S.E.2d 836 (1996).

The Court further finds that Plaintiff has prevailed on the central FOIA claim in this action and is therefore the prevailing party for purposes of relief under S.C. Code Ann. § 30-4-100.

CONCLUSION

For the reasons set forth above, Plaintiff's Motion for Summary Judgment is GRANTED, and Defendant's Motion for Summary Judgment is DENIED.

ORDER AND RELIEF

Pursuant to S.C. Code Ann. § 30-4-100, and consistent with the foregoing Findings of Fact and Conclusions of Law, IT IS HEREBY ORDERED:

A. **Declaratory Judgment.** Pursuant to S.C. Code Ann. § 30-4-100, the Court DECLARES that the District violated the South Carolina Freedom of Information Act by executing the Settlement Agreement during executive session on June 14, 2021.

B. **Equitable Relief.** Pursuant to S.C. Code Ann. § 30-4-100, as equitable relief reasonably calculated to remedy the violation and to further the purposes of the Act, the District shall publish this Order in its entirety on the District's publicly accessible website for a period of **six (6) consecutive months beginning January 5th, 2026**. The Order shall be displayed in a

location reasonably calculated to provide public notice, including on the District's homepage or by means of a clearly visible link from the homepage. Within ten (10) days after the initial publication of this Order, the District shall file with the Court an affidavit executed by an authorized representative certifying compliance with the publication requirements set forth herein.

C. **Attorney's Fees and Costs.** The Court finds that Plaintiff Paul Roy Osmundson is the prevailing party on the FOIA claim adjudicated herein and is entitled to seek an award of reasonable attorney's fees and costs pursuant to S.C. Code Ann. § 30-4-100. Plaintiff shall file a petition for attorney's fees and costs within twenty (20) days of the entry of this Order. Defendant shall have ten (10) days thereafter to file any response, and Plaintiff may file a reply within ten (10) days of any response.

D. **Reservation of Jurisdiction.** The Court retains jurisdiction to enforce the terms of this Order and to resolve any matters relating to compliance with the relief granted herein, as well as any issues concerning attorney's fees and costs.

IT IS SO ORDERED.

This the ___ day of _____, 2025.

_____
The Honorable Daniel M. Coble
Circuit Court Judge

Richland Common Pleas

Case Caption: Paul Roy Osmundson vs School District 5 Of Lexington And Richland Counties , defendant, et al

Case Number: 2021CP4003694

Type: Order/Other

So Ordered

s/ Daniel Coble, 2774

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2021CP4003694

Official File Stamp:	12-29-2025 04:10:47 PM
Court:	CIRCUIT COURT Common Pleas Richland
Case Caption:	Paul Roy Osmundson vs School District 5 Of Lexington And Richland Counties , defendant, et al
Document(s) Submitted:	Order Granting Plaintiff's Motion for Summary Judgment and D Order Granting Plaintiff's Motion for Summary Judgment and Denying Defendant's Motion for Summary Judgment
Filed by or on behalf of:	Daniel Coble

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Joel W. Collins, Jr. for Paul Roy Osmundson

Patrick Devin Quinn for Paul Roy Osmundson

James Edward Bradley for School District 5 Of Lexington And Richland Counties

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Ricland Counties