

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

1:21-CV-758-CCE-JEP

SEAN NEVILLE, AS )  
ADMINISTRATOR OF THE STATE )  
OF JOHN ELLIOTT NEVILLE, )

Plaintiff, )

v. )

WELLPATH LLC; MICHELLE L. )  
HEUGHINS, RN, in her individual and )  
official capacity; BOBBY F. )  
KIMBROUGH, JR., SHERIFF of )  
FORSYTH COUNTY in his individual )  
and official capacity; LAVETTE )  
MARIA WILLIAMS, LIEUTENANT )  
with the Forsyth County Sheriff's )  
Department, in her individual and )  
official capacity; EDWARD JOSEPH )  
ROUSSEL, CORPORAL with the )  
Forsyth County Sheriff's Department, )  
in his individual and official capacity; )  
SARAH ELIZABETH POOLE, )  
Detention Officer with the Forsyth )  
County Sheriff's Department, in her )  
individual and official capacity; )  
CHRISTOPHER BRYAN STAMPER, )  
Detention Officer with the Forsyth )  
County Sheriff's Department, in his )  
individual and official capacity; )  
ANTONIO MAURICE WOODLEY, )  
Detention Officer with the Forsyth )  
County Sheriff's Department, in his )  
individual and official capacity; and )  
FORSYTH COUNTY, )

**CONSENT MOTION TO APPROVE  
SETTLEMENT**

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Plaintiff and Defendants Bobby F. Kimbrough, Jr., Sheriff of Forsyth County in his individual and official capacity, Lavette Maria Williams, Lieutenant with the Forsyth

County Sheriff's Department, in her individual and official capacity, Edward Joseph Roussel, Corporal with the Forsyth County Sheriff's Department, in his individual and official capacity, Sarah Elizabeth Poole, Detention Officer with the Forsyth County Sheriff's Department, in her individual and official capacity, Christopher Bryan Stamper, Detention Officer with the Forsyth County Sheriff's Department, in his individual and official capacity, Antonio Maurice Woodley, Detention Officer with the Forsyth County Sheriff's Department, in his individual and official capacity, and Forsyth County (hereinafter "Defendants"), by and through counsel, and pursuant to N.C. Gen. Stat. § 28A-13-3(a)(15), N.C. Gen. Stat. § 28A-13-3(a)(23), and N.C. Gen. Stat. § 28A-18-2, respectfully submit the following Motion to Approve Settlement between the Plaintiff and Defendants (hereinafter sometimes referred to as "Parties"). In support of this Motion, the Parties state as follows:

1. The underlying action arises out of the death of Plaintiff's decedent, John Elliott Neville. The details of the incident are more fully described in the Complaint. [D.E. 1]

2. Defendant Kimbrough is the Sheriff of Forsyth County. Defendant Williams was a Lieutenant and supervisor at the Forsyth County Detention Center. Defendant Roussel was a Corporal and supervisor at the Detention Center. Defendants Poole, Stamper, and Woodley were Detention Officers at the Detention Center and were on duty the night of the incident.

3. The Parties engaged in a mediation on April 19, 2022, and a settlement was reached between the Plaintiff and Defendants who are parties to this motion. No settlement was reached with Defendants Wellpath, LLC or Michelle Heughins, and they are not a part of this Motion.

4. Sean Neville is son of John Elliot Neville and is the duly appointed administrator of the Estate of John Elliott Neville in Guilford County Estate file 2020 E 001815. Sean Neville is son of John Elliott Neville and is a beneficiary of the decedent's estate.

5. Brienne Neville is the daughter of John Elliott Neville and is a beneficiary of the decedent's estate.

6. Kristopher Brown Neville is the son of John Elliott Neville and is a beneficiary of the decedent's estate.

7. There are no other beneficiaries of the decedent's estate.

8. Under the proposed settlement, the Defendants, by and through their insurance carrier, Travelers Insurance Company, agree to pay to the Plaintiff the total sum of \$3,000,000.00 in full and final satisfaction of all claims that were or could have been alleged against them. The terms of the settlement are memorialized in the attached "Settlement Agreement and Release."

9. Pursuant to N.C. Gen. Stat. § 28A-13-3(a)(15), the Administrator has determined settlement of this action is in the best interest of the Estate.

10. Pursuant to N.C. Gen. Stat. § 28A-13-3(a)(23), this settlement is therefore subject to the approval of the judge of this Court, having jurisdiction over this action.

11. Pursuant to N.C. Gen. Stat. §28A-18-2(a), a recovery in a wrongful death claim shall be disposed of as provided in the Intestate Succession Act.

12. This settlement is fair and reasonable, and it is in the best interest of the Estate and its beneficiaries that this settlement be approved.

WHEREFORE, the Parties request that the Court approve the settlement and proposed disbursements, issue the Consent Order, allow the parties to file a Stipulation of Dismissal With Prejudice, and grant such other and further relief as may be just and proper.

This the 25<sup>th</sup> day of May, 2022.

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FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

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SEAN NEVILLE, AS )  
ADMINISTRATOR OF THE STATE OF )  
JOHN ELLIOTT NEVILLE, )

Plaintiff, )

v. )

WELLPATH LLC; MICHELLE L. )  
HEUGHINS, RN, in her individual and )  
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FORSYTH COUNTY in his individual )  
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MARIA WILLIAMS, LIEUTENANT )  
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County Sheriff's Department, in his )  
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ANTONIO MAURICE WOODLEY, )  
Detention Officer with the Forsyth )  
County Sheriff's Department, in his )  
individual and official capacity; and )  
FORSYTH COUNTY, )

Defendants. )

**(PROPOSED) ORDER APPROVING  
SETTLEMENT**

THIS CAUSE COMING before the Court on the Consent Motion to Approve Settlement ("Motion"), filed pursuant to N.C. Gen. Stat. § 28A-13-3(a)(15), N.C. Gen.

Stat. § 28A-13-3(a)(23), and N.C. Gen. Stat. § 28A-18-2, by Plaintiff and Defendants, Bobby F. Kimbrough, JR., Sheriff of Forsyth County in his individual and official capacity, Lavette Maria Williams, Lieutenant with the Forsyth County Sheriff's Department, in her individual and official capacity, Edward Joseph Roussel, Corporal with the Forsyth County Sheriff's Department, in his individual and official capacity, Sarah Elizabeth Poole, Detention Officer with the Forsyth County Sheriff's Department, in her individual and official capacity, Christopher Bryan Stamper, Detention Officer with the Forsyth County Sheriff's Department, in his individual and official capacity, Antonio Maurice Woodley, Detention Officer with the Forsyth County Sheriff's Department, in his individual and official capacity, and Forsyth County (hereinafter "Defendants"). The Plaintiff and Defendants are sometimes hereinafter referred to as "Parties."

AND IT APPEARING to the Court that:

1. Plaintiff has been duly appointed as Administrator of the Estate of John Elliott Neville (the "Estate") by the Clerk of Superior Court of Guilford County in File 2020 E 001815, and that this appointment remains in full force and effect;

2. Plaintiff has made a claim on behalf of the Estate against the Defendants who are parties to the settlement and other non-settling parties to recover for the wrongful death of the decedent, John Elliott Neville, in accordance with the provisions of N. C. Gen. Stat. § 28A-18-2. The details of the claims are more fully described in the Complaint. [D.E. 1];

3. This is a disputed claim, and that although Defendants deny liability and causation have, Defendants have nevertheless offered, and Plaintiff has accepted, the



amount of money offered in order to settle all claims made against these Defendants by the Estate;

4. This settlement does not affect in any way the claims asserted by the Estate against Wellpath LLC and Michelle L. Heughins;

5. The legal beneficiaries of the Estate are all adults who have signed a settlement agreement pursuant to N. C. Gen. Stat. § 28A-13-3(a)(23);

6. The Parties seek the Court's approval of this settlement;

7. Plaintiff, as the Administrator and acting in the best interest of those persons entitled to receive such damages, has agreed to accept such proposed amount in full settlement of such claim for wrongful death, releasing only these Defendants;

8. The Parties have submitted and proposed such settlement to this Court for its consideration and its sanction and approval in order that such settlement may be valid and binding for all purposes and according to law; and

9. The Parties' attorneys have authority to consent to this Order on behalf of their respective clients and have so consented.

WHEREFORE, THE COURT having considered the Motion, and having ascertained that the Administrator of the Estate, Sean Neville, understands that this settlement is final as to these Defendants only and has approved and does approve the same, now finds as a fact that the above-described settlement is fair and just and in the best interest of the Estate of John Elliott Neville, and the Court does hereby GRANT the Consent Motion to Approve Settlement.

Plaintiff will file a Stipulation of Dismissal of claims against the settling Defendants only within ten (10) days of this Order. Nothing in this Order shall release or affect in any way the Estate's claims against Wellpath LLC or Michelle L. Heughins, or any judgment, or satisfaction of any judgment as to those non-settling defendants.

**IT IS SO ORDERED**

Signed this the            day of June 2022.

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Catherine Eagles  
United States District Judge

## SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, **SEAN NEVILLE**, individually and in my capacity as the Administrator of the Estate of John Elliott Neville, (hereinafter referred to as "Releasor"), for and in consideration of the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in cash, which is paid on this day, by Travelers Insurance Company on behalf of Forsyth County, North Carolina and the Office of the Forsyth County Sheriff, the receipt and sufficiency of which is hereby acknowledged, do hereby release and discharge and by these presents do for myself, my heirs, executors, administrators, and assigns, release, acquit and forever discharge **BOBBY F. KIMBROUGH, JR.**, Sheriff of Forsyth County, in his individual and official capacity; **LAVETTE MARIA WILLIAMS**, in her individual and official capacity; **EDWARD JOSEPH ROUSSEL**, in his individual and official capacity; **SARAH ELIZABETH POOLE**, in her individual and official capacity; **CHRISTOPHER BRYAN STAMPER**, in his individual and official capacity; and **ANTONIO MAURICE WOODLEY**, in his individual and official capacity; **FORSYTH COUNTY**, North Carolina, and their employees, officers, agents, heirs, executors, County Commissioners, administrators, legal representatives, insurers, successors and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action presently existing, whether known or unknown, asserted or unasserted, which the undersigned (individually, and as Administrator of the Estate of John Elliott Neville) now has or may hereafter have against the aforesaid Releasees, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, do hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any and all claims against Releasees, including, but not limited to, claims arising out of the death of John Elliott Neville and those claims raised in the case currently pending in the U.S. District Court for the Middle District of North Carolina bearing File No. 1:21-CV-578.

### REPRESENTATIONS

And for consideration aforesaid, I, **SEAN NEVILLE** (individually, and as Administrator of the Estate of John Elliott Neville), by executing this Settlement Agreement and Release, do hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this General Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.

2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this General Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.

3. **ADVICE OF COUNSEL:** That I have had the opportunity to consult with counsel and that I fully understand the terms of this General Release; and that I am making a **full and final** settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

4. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all my claims and the claims of the Estate of John Elliott Neville against the parties or entities hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons, and that I further acknowledge my understanding that, upon the execution of this document, I discharge any and all claims on my behalf and on behalf of the estate.

5. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this Release. I further state that I have not taken any drug or medication prior to the execution of this Release which would prevent me from understanding the terms herein.

6. **CAREFUL READING:** I have carefully read the foregoing Release and know and understand the contents thereof and I execute the same as my own free act. This Release has been fully explained to me by my attorney.

7. **SPECIFIC REPRESENTATION AS TO LIENS:** I represent and declare that there are not any undisclosed outstanding liens, claims subrogation/trust agreement, recorded or unrecorded, or medical/hospital/workers compensation/social security/government claims or liens (county, state, or federal) or other related bills or invoices for which the Releasees are or could be responsible/liable, and further represent that any lien/claim has been previously paid and/or satisfied, or I (the undersigned) represent that all amounts owed to lienholders from the sums paid hereunder will be paid to said lienholders from the settlement proceeds. I agree to indemnify and hold harmless the Releasees for the payment of said liens, and specifically agree to pay attorney's fees and costs of the Releasees for the defense of any action whatsoever against the Releasees by any medical provider or other person(s) or entities concerning any outstanding or future bills, medical or otherwise, arising from the above referenced lawsuit.

8. **DISMISSAL OF CIVIL ACTION:** I have caused all claims in the action hereinabove referred against Releasees to be dismissed with prejudice by proper order of Court, each party to bear their own costs and attorney's fees.

9. **PRESERVATION OF CLAIMS:** The claims of the Estate against Wellpath and Nurse Heughins are hereby preserved and are not included with this Release.

10. **ORIGINALS:** This General Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

11. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability or fault on the part of the persons, firms, organizations, or entities hereby released, by whom liability is expressly denied.

12. **REPRESENTATION OF BENEFICIARIES:** That I Sean Neville, as the appointed Administrator of the Estate of John Elliott Neville, acknowledge that I have and do accept full responsibility for properly distributing all settlement funds referred to herein in accordance with all applicable statutes and laws and I, along with Brienne Neville and Kristopher Brown Neville (collectively refer to as "Beneficiaries" whose signatures appear below), do represent and warrant that the only Beneficiaries of the Estate of John Elliott Neville are his three (3) children who are Sean Neville, Brienne Neville and Kristopher Brown Neville, who have all reached the age of majority. The Beneficiaries do represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release except as otherwise set forth herein and that the Beneficiaries have the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sums specified in it; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release.

This General Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this General Release are contractual and not a mere recital.

WITNESS MY HAND AND SEAL this the 13 day of May, 2022.



(SEAL)

**SEAN NEVILLE, Individually and as Administrator  
of the Estate of John Elliott Neville**



(SEAL)

**BRIENNE NEVILLE, Beneficiary**



(SEAL)

**KRISTOPHER BROWN NEVILLE, Beneficiary**

SIGNED, SEALED AND DELIVERED in the presence of:

Aleesa Nelson

WITNESS

3934 Glen Oak Dr. W-S, NC 27105

ADDRESS

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **SEAN NEVILLE** to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and he acknowledged before me and the witness whose signature appears hereinabove that he read and fully understands its contents; that by this instrument **SEAN NEVILLE** thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said **SEAN NEVILLE** duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Forsyth County, North Carolina, on this 12th day of May, 2022.

Toyce E. Southern  
NOTARY PUBLIC

My Commission expires:

Feb 27, 2026

TOYCE E. SOUTHERN  
Notary Public - North Carolina  
Forsyth County

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

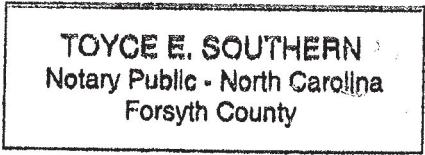
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **BRIENNE NEVILLE** to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and she acknowledged before me and the witness whose signature appears hereinabove that she read and fully understands its contents; that by this instrument **BRIENNE NEVILLE** thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said **BRIENNE NEVILLE** duly executed this instrument in my presence as her free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Forsyth County, North Carolina, on this 13 day of May, 2022.

  
NOTARY PUBLIC

My Commission expires:

Feb 27, 2026



STATE OF NORTH CAROLINA

COUNTY OF Forsyth

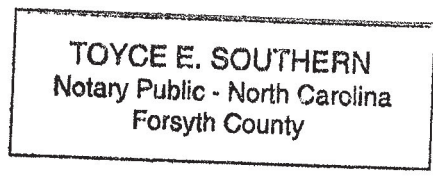
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid, **KRISTOPHER BROWN NEVILLE** to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and he acknowledged before me and the witness whose signature appears hereinabove that he read and fully understands its contents; that by this instrument **KRISTOPHER BROWN NEVILLE** thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said **KRISTOPHER BROWN NEVILLE** duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Forsyth County, North Carolina, on this 13 day of May, 2022.

  
NOTARY PUBLIC

My Commission expires:

Feb 27, 2026



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