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Anson County pays over \$1.4 million to man locked up in mental hospital

A mentally disabled man who was locked away for 14 years in a psychiatric hospital based on an allegedly bogus confession received a \$1.475 million settlement from Anson County in addition to the \$7.85 million that the state has already paid him.

Floyd Brown's total settlement payments amount to \$9.325 million, which breaks down to about \$666,000 for each year that he spent at the Dorothea Dix Hospital in Raleigh for the 1993 murder of a retired school teacher named Katherine Lynch.



Brown and his attorneys had accused State Bureau of Investigation agent Mark Isley of writing a confession that was used to tie Brown to Lynch's death while an Anson County sheriff's deputy was present in the interrogation room.

Brown was never convicted of the murder because he was found to be incompetent to stand trial. In 2007, a judge determined that the confession used to have him committed was too flimsy to prove his guilt and ordered his release.

Brown's deal with Anson County was reached back in December 2012 but it was only recently unsealed by a U.S. District Court judge. Brown's attorney, David S. Rudolf of Rudolf, Widenhouse & Fialko in Charlotte, had requested the seal.

Rudolf said he did not want details released about the payment until after he established a trust for Brown because was concerned that people would try to take advantage of his client. The county's insurance pool paid the settlement, about \$5 million of which is now in the trust.

During earlier mediation sessions, Rudolf said that the county had been "unwilling to put up any significant dollars," but after about three years of discovery the issue of damages "became much clearer in terms of how much Brown had suffered by being separated from his family."

The county's attorney, Sean F. Perrin of Womble, Carlyle, Sandridge & Rice in Charlotte, did not respond to an interview request.

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WEAVER, BENNETT & BLAND, P.A. is pleased to announce that it has named **HEATHER R. HOBGOOD** as its newest partner. Heather graduated with a Bachelor of Arts in Sociology and Psychology from Wake Forest University and received her Juris Doctorate from Campbell University School of Law. She joined the firm in September of 2010 and practices solely in the areas of Domestic Relations, Family Law, and Adoptions. The firm also welcomes **ADAM M. BRIDGERS** as an associate attorney. Adam graduated from the University of North Carolina at Charlotte and earned his law degree from the Charlotte School of Law. Adam represents businesses and business owners throughout North Carolina in commercial related disputes. He regularly practices in the areas of Business Law, Business Litigation, and Construction Law.



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Brown is now living with a caretaker, according to Rudolf, who began representing Brown in 2009. The settlement with Anson County marked the final chapter of the case.

"We are all taught early on in life that you don't pick on people who can't defend themselves, but that's what happened here," Rudolf said. "Basically, you had trained law enforcement officers who focused in on somebody who couldn't defend himself."

SETTLEMENT REPORT: NEGLIGENCE

Case name: *Floyd Brown v. Robert Luther Poplin, et al.*

Case number: 3:10-cv-00565

Court: U.S. District Court, Charlotte

Date of settlement: Dec. 26, 2012

Amount: \$1.475 million

Attorney for plaintiff: David S. Rudolf (Charlotte)

Attorney for defendants: Sean F. Perrin (Charlotte)

Has the plaintiff been successful in collecting the judgment? Yes



By Phillip Bantz
Published: September 6, 2013
Time posted: 1:58 pm
Tags: Anson County, mental hospital, Negligence



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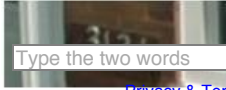
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Okitenbo v. Charlotte Mecklenburg Schools
Where the complaint does not plead equitable estoppel, and where the record on appeal does not indicate that plaintiff raised the issue of equitable estoppel in opposition to defendant's motion to dismiss (which argued that plaintiff's claims were time-barred), plaintiff may not raise the issue of equitable estoppel for the first time on appeal.
- Criminal Practice – Second-Degree Murder – DWI – Alcohol & Marijuana – Felony Serious Injury by Vehicle**
State v. Jones
Where defendant told a police officer that he had "not smoked any weed since" around the time of the accident, the evidence supported the instruction that the trial court gave the jury on the issue of driving while impaired during the second-degree murder charge: "Alcohol and marijuana are impairing substances."
- Real Property – Contract – Implied Contract Claim – Development – Anticipated Amenities – Tort/Negligence – Fraud – Unfair Trade Practices**
White v. Burton Farm Development Co.
Where the parties executed express contracts governing defendants' obligations regarding the provision of recreational facilities – such as a proposed marina – in the subdivision defendants were developing, and where those express contracts contain integration and merger clauses that preclude consideration of evidence contradicting or expanding upon the terms of the express contracts, the trial court correctly dismissed plaintiffs' claims for breach of implied contract.



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