

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	NINTH JUDICIAL CIRCUIT
)	
THE ESTATE OF DELILA PARROTT,)	CASE NO. 2016-CP-10-05379
)	
PLAINTIFF,)	
)	
vs.)	
)	
SANDPIPER INDEPENDENT AND)	
ASSISTED LIVING-DELAWARE, LLC,)	ORDER APPROVING SETTLEMENT
)	
DEFENDANT,)	
)	
)	

This matter is before the Court upon the Petition of Joan Acosta, as Personal Representatives for the Estate of Delila Parrott, seeking approval of a settlement of this action, under the terms of which the Petitioner will receive, pursuant to a settlement agreement on July 17, 2025, compensation from Defendant Sandpiper Independent and Assisted Living-Delaware, LLC, (“Defendant”), in exchange for the execution of a full release of all claims against Defendant and any and all persons, firms, entities, and affiliated companies whomsoever, and their heirs, successors, assigns, attorneys, affiliates, agents, members, servants, employees, contractors, contractees, insurers, reinsurers, indemnitors, and indemnities.

From the settlement funds, this Court approves attorneys’ fees in the amount of \$330,000.00 and reimbursement of litigation costs in the amount of \$47,180.36. There currently remains a \$20,000.00 Medicare lien that is in the process of being compromised.

The Petitioner is duly appointed as the Personal Representatives of the Estate of Delila Parrott. The Petitioner alleges that Delila Parrott suffered injuries and wrongful death while she

was a resident, which she alleges were the direct and proximate result of alleged negligence and carelessness of the Defendant. The Defendant denies all allegations of liability.

After review of the settlement Petition, Defendant Sandpiper Independent and Assisted Living-Delaware, LLC has agreed to pay Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) in order to fully and finally settle any and all claims which the Estate of Delila Parrott, through the appointed Personal Representative Joan Acosta, would have arising out of any medical care or treatment, or any other care rendered to Delila Parrott, related to any further allegations of liability as to the Defendant and any and all affiliated persons, firms, entities, and companies whomsoever, and their heirs, successors, assigns, affiliates, agents, servants, employees, contractors, contractees, insurers, parents, subsidiaries, members, reinsurers, indemnitors, and indemnities. The Petitioner shall satisfy any and all liens from said settlement proceeds.

Further, it is hereby ordered that the case will be dismissed with prejudice as to Defendant Sandpiper Independent and Assisted Living-Delaware, LLC, with no admission of liability.

The Petitioner is hereby authorized to execute a full and final release as to the following entities and/or individuals as part of the settlement: Sandpiper Independent and Assisted Living-Delaware, LLC and any and all affiliated persons, firms, entities and companies, and their heirs, successors, assigns, attorneys, affiliates, agents, servants, employees, contractors, contractees, insurers, reinsurers, parents, subsidiaries, members, indemnitors, and indemnities.

The Petitioner understands that this settlement is not an admission of liability or an admission of any of the facts or circumstances alleged in those cases, but simply an expeditious method of disposing of the matter without the expense and uncertainty of a trial. The Petitioner also understands that this settlement will forever and finally end and conclude any claims she

might be entitled to assert against Defendant Sandpiper Independent and Assisted Living-Delaware, LLC; or against any other affiliated person or entity, arising out of or in any way related to the allegations made in the Petitioner's Complaint in this matter, and any other aspect of the allegations that were or could have been raised in this case. The Petitioner understands, accepts that, and wishes to conclude the case.

The Court has considered all of the pleadings in the matter and fully explored the terms and conditions of the settlement and, after doing so, concludes that the settlement agreement is just and fair as outlined, and that it is in the best interests of the Petitioner, Individually and on behalf of the beneficiaries of the Estate of Delila Parrott and the heirs at law of Delila Parrott, the settlement to be approved by this Court.

IT IS THEREFORE ORDERED that the settlement agreement and payment obligations set forth herein above are approved; and

FURTHER ORDERED that Petitioner is authorized, empowered, and directed to execute such a reasonable release as might be presented to her on behalf of Defendant Sandpiper Independent and Assisted Living-Delaware, LLC; and

FURTHER ORDERED that Petitioner shall satisfy any liens from the proceeds of her recovery for medical benefits provided to Delila Parrott; and

FURTHER ORDERED that the Petitioner's attorneys' fees and costs advanced, as shown on the exhibit attached to the Petition, are hereby approved and shall be paid to Reeves & Kea, LLC; and

FURTHER ORDERED that, upon payment of the settlement funds that Defendant Sandpiper Independent and Assisted Living-Delaware, LLC and any and all affiliated persons, firms, entities and companies whomsoever, and their heirs, successors, assigns, affiliates, agents,

servants, employees, contractors, contractees, insurers, reinsurers, parents, subsidiaries, members, indemnitors, and indemnities are hereby released, acquitted and discharged from any further liability; and

FURTHER ORDERED that this Court shall retain jurisdiction to enforce the terms of this settlement after the dismissal of this case; and

FURTHER ORDERED that this action is hereby dismissed with prejudice.

AND IT IS SO ORDERED.

Circuit Court Judge

Sumter, South Carolina

Dated: _____



Charleston Common Pleas

Case Caption: Delila Parrott , plaintiff, et al VS Premier Senior Living LLC ,
defendant, et al
Case Number: 2016CP1005379
Type: Order/Approval Of Settlement

So Ordered

S/George M. McFaddin, Jr., #2759