STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CA#: 2016-CP-10-5379
THE ESTATE OF DELILA PARROTT, Plaintiff, vs SANDPIPER INDEPENDENT AND ASSISTED LIVING-DELAWARE, LLC Defendant.	)	ORDER

This matter is before the court pursuant to a non-jury trial in the Charleston County Courthouse that began on September 8, 2020 and concluded on September 10, 2020. Paul Reeves, Esq., John Boswell, Esq. and Todd Lyle, Esq. appeared for and were present for the Plaintiff and Donald Jay Davis, Jr., Esq. and Matthew Riddle, Esq. appeared for and were present for the Defendant.

This wrongful death and survival case arises from a three-day period in which Delila Parrott, laid neglected on the floor after falling and suffering broken hip in her apartment at Sandpiper Independent and Assisted Living-Delaware, LLC (hereinafter referred to as the "Sandpiper"), located in Mt. Pleasant, South Carolina. Ms. Parrott died on February 9, 2015. This matter comes before the court for trial on claims alleging negligence arising out of Sandpiper's failure to follow their policy of providing daily wellness checks on all residents, seeking relief for a survival action for her conscious pain and suffering and a claim for wrongful death.[1] By agreement of the parties and memorialized in a consent order, entered January 25, 2018, arbitration

[11] At trial, the Plaintiff dropped her separate cause of action for violation of the S. C. Unfair Trade Practices Act.

and a jury trial have been waived, and this matter is presented for verdict and judgment by this court with direct appeal to the South Carolina Court of Appeals.

Background

This case arises from injuries sustained by Ms. Parrott after she fell in her apartment at the independent living facility and suffered a broken hip. Plaintiff alleges Ms. Parrott laid on the floor for three days in her apartment unable to call for help or get off the floor. Plaintiff alleges Sandpiper staff never tried to check on her during that three-day period resulting in: pain and suffering, exacerbation of her pre-existing mental health conditions, trauma (the lingering effects of which remained with her for the rest of her life), loss of the will to live (which shortened her life by approximately 9 years). The main claim of negligence by the Plaintiff is that Sandpiper had an official policy to check on its residents and confirm their wellbeing at least once every 24 hours, either visually or by telephone contact, and Sandpiper failed to follow that policy. The survivor action seeks damages for her pain and suffering while on the floor and the lingering effects of that trauma during the eight months she lived thereafter, and the wrongful death cause of action seeks damages on allegation that the trauma of lying undiscovered for three days contributed to her subsequent death.

In its pleadings, discovery responses and throughout trial, Sandpiper denied the existence of a policy and contended that its practice of checking on its residents every day is merely a "courtesy". Sandpiper also denied that Ms. Parrott was on the ground for three days and alleged that she had been seen the day previous to her discovery by a staff member. Sandpiper's final position is that the extended time she lay on the floor with a broken hip did not lead to her exacerbated mental health conditions or her untimely death.

Plaintiff presented testimony from Joan Acosta, the Personal Representative of Ms. Parrott's Estate and three of Sandpiper's present or former staff Corrine Carrington, Rebecca Munoz, and Beth Auld. She also offered expert testimony through her treating physician, Richard Mills, M.D., and Lawrence Bergmann, Ph.D. She also introduced into evidence various exhibits including medical records, telephone records and evidence related to her active lifestyle prior to the fall. At the close of the Plaintiff's case, Sandpiper moved for a directed verdict which I denied. The defense presented testimony from three experts, Dr. Davidson, a physician and Mark Wagner, Ph.D., a neuropsychologist, and Brian Lacenese, an expert in assisted living facilities. Sandpiper offered other evidence that included medical records and records from Sandpiper related to Plaintiff's activities while a resident at Sandpiper. At the end of Sandpiper's case, it renewed its earlier motions for directed verdict. I denied these motions.

At the conclusion of the trial, this court reached its verdict for the Plaintiff on September 10, 2020, as announced to counsel from the bench, awarding the Plaintiff damages of $500,000 on the survival cause of action, and $500,000 on the wrongful death action. This order now follows with the pertinent findings of fact and conclusions of law.

FINDINGS OF FACT

The Court has reviewed the documentary evidence and heard the testimony of each of the witnesses, including expert witnesses by both parties, giving such weight to the evidence as it deemed appropriate. The Court has also heard and considered the arguments of counsel. Based on the stipulations of the parties, testimony, the evidence and documents presented, this Court finds the following facts by a preponderance of the evidence based upon the record as a whole:

1. Sandpiper is in Mt. Pleasant, South Carolina and offers an independent living lifestyle to the senior residents who lease the apartments. Under the lease agreement, Sandpiper promised each resident two meals per day, resident activities, transportation to and from the facility and social events. Delila Parrott signed a lease for an independent living apartment on April 26, 2013.

2. Ms. Parrott was born on April 20, 1934. At the time she signed the lease with Sandpiper, she was a 79-year-old widow who had lived alone after the death of her second husband. She had enjoyed a 35-year career as a nurse anesthetist before she retired. She had three children. Her daughters were Joan Acosta and June Connor, and she had a son, Bert Christopher. Joan testified that all the children were close to Ms. Parrott, how much they loved each other, and describe how Ms. Parrott's death impacted them. As testified to by her attending physician, she was in excellent physical health for her age. According to the actuary tables, she had a life expectancy of eighty-nine years. While she had a prior history of mental health issues five years previous to her fall, those conditions were well under control, allowing her to live a healthy, active and normal live. By all accounts, she lived a normal life as an active and healthy senior.

3. Prior to signing the lease with Sandpiper, Ms. Parrott and her daughter (Joan Acosta) met with the Executive Director of Sandpiper, Corrine Carrington, more than once to gain information about Sandpiper's apartments and amenities. During one of those meetings, Carrington told Ms. Parrott and Acosta prior to Ms. Parrott signing the lease, that Sandpiper had a policy to check on each resident daily. After hearing about the policy, Ms. Parrott signed the lease. Ms. Parrott relied on the representations of Carrington regarding the Policy in making the decision to enter into the lease agreement at Sandpiper because she wanted to live independently but also wanted a place where she would be checked on regularly. The existence of the policy, the details of the

policy and its implementation, together with Sandpiper's breach of that policy are each discussed in more detail below.

4. On the evening of June 3, 2014, while hanging a curtain in her apartment, Ms. Parrott fell and broke her hip. She was rendered immobile, unable to reach her phone. No one on Sandpiper's staff checked on Ms. Parrott at any time the next day on June 4th. No one checked on her on June 5th. No one checked on her until approximately 8 p.m. on June 6th, when she was found by a staffer and another resident, Lila Waters.

5. After Ms. Parrott was finally discovered on the evening of June 6th, emergency services were called and she was transported by ambulance to a hospital. The medical record describes Parrott's condition upon admission by noting that she was thirsty, had a comminuted fracture to the hip. In addition to the broken hip, she was soaked in urine and caked in feces; she was dehydrated with dry mucosa, her skin showed signs of dehydration, and she had cracked lips. She also had developed a vaginal infection and a urinary infection. Ms. Parrott had spent days in these conditions.

6. Ms. Parrott never returned to her prior good health and she was never able to live independently again. Ms. Parrott spent four days in the hospital for repair of the fractured hip and treatment of her conditions, and upon discharge, she went to a rehabilitation facility. The medical record credibly supports that Ms. Parrott never returned to independent living after she was rescued; instead, she had to move to assisted living facility. Ms. Parrott was subsequently re-hospitalized in October 2014 for issues related to her psychiatric condition and altered mental status. Then she was hospitalized yet again in January 2015, for her altered mental status and significant decline. The medical record credibly supports that she entered hospice care on January 31, 2015 and passed away on February 9, 2015.

7. The medical record credibly supports Ms. Parrott's decline after she was rescued. Ms. Parrott's health was managed by her treating physician, Richard Mills, M.D. who had treated her for over twenty years prior to the fall. Dr. Mills and her daughter both testified about Ms. Parrott's physical, mental, and emotional decline after the fall and long lie. Dr. Mills testified that Parrott recovered completely from her broken hip and there was no physiological reason she should not have completely recovered simply from the broken hip; however, Ms. Parrott's preexisting mental conditions had been aggravated by the physical and emotional/mental trauma she endured during the long time that she laid on her apartment floor, and that the "long lie"[2] impacted her from the date of the fall until she died. In addition to the medical evidence, Joan Acosta, Ms. Parrott's daughter, testified that based upon her observations, her mother never recovered from the long lie as evidenced by the facts that she suffered nightmares, was fearful, was tormented and never trusted anyone again.

I find, based on the totality of the medical evidence, the medical expert opinions, and the lay evidence, that after her rescue, Ms. Parrott declined over time and she never returned to her previous level of activity and independence. Based on the expert testimony, I find that Ms. Parrott endured significant, constant, and unmitigated pain for the time she was on the floor from June 3rd until the night of June 6th, when EMS began to provide fentanyl to reduce the pain. I further find that the conditions endured by Parrott during the long lie also were a cause of her emotional and psychological trauma including loss of enjoyment of life, loss of quality of life, fear that she would not be found, fear that she would die alone, anxiety, mental anguish, trauma from urinating on herself, trauma from defecating on herself, emotional injury, psychological injury.

[2] "Long lie" is the term used by the medical experts to denote the time that Ms. Parrott laid on the floor after her fall.

9. Ms. Parrott died on February 9, 2015. One of the causes of death listed on her death certificate was "failure to thrive." Defendant's expert, Dr. Davidson, testified that Ms. Parrott recovered completely from the broken hip and that the ultimate cause of Ms. Parrott's death was her loss of will to live. Her attending physician, Dr. Mills, testified that in his expert medical opinion, Ms. Parrott's pain and suffering while on the floor (as opposed to the broken hip itself) was a cause of her loss of will to live and a cause of both her loss of quality of live during the remaining eight months of her life and led to her death. The evidence and medical record shows, and I find, that the long lie aggravated, caused and/or contributed to her death on February 9, 2015.

10. As referenced above, the Plaintiff asserted that Sandpiper had a policy of daily wellness checks as represented by Sandpiper's Senior Living Director, Corrine Carrington during her initial contacts with the facility before Ms. Parrott signed the lease. Sandpiper denied the existence of the Policy in its pleadings. Sandpiper denied the existence of the Policy in its discovery responses to interrogatories and in its responses to Parrott's Request to Admit. In addition, Mr. Hadley, the Regional Director of Sandpiper denied the existence of any such policy in his sworn deposition testimony. However, on September 4, 2020, four days before the trial, Sandpiper produced a written document that memorialized the Policy as alleged by Ms. Parrott and Acosta. The policy as produced on the eve of trial, evidences that it was, in fact, consistently followed by employees of Sandpiper who had denied its existence.

11. The wellness check policy existed during the time that Parrott became a resident of Sandpiper. The Policy was in writing and was known to all staff and all residents. The policy required that the Sandpiper staff confirm each resident's wellbeing once every 24 hours.[3] The

[3] It appears, that as a general procedure, these checks were conducted during the afternoon/evening.

Policy required staff to mark or initial each resident's name on a list once the resident was seen by staff. If the resident had not been seen, then staff was to call the resident's apartment and confirm the resident's wellbeing if the resident answered the telephone. If the resident did not answer the telephone, then staff was to go to the resident's apartment and knock on the door. If the door knock was not answered, staff would then use a duplicate key and enter the apartment to check on the resident. At previous times, these wellness check records were maintained by Sandpiper. However, Sandpiper never produced any record of the wellness check sheets for the three days in issue.

12. The testimony establishes that Sandpiper did not follow the Policy. Although there is no evidence as to Tuesday, June 3rd, the Plaintiff does not contend that Sandpiper breached its duty to check on that day. However, the Plaintiff alleges and proved by a preponderance of evidence that Sandpiper breached its duty on Wednesday, June 4th. On June 4th, Ms. Parrott had not been seen by staff, so a staff member (Munoz) called her, then receiving no answer, Munoz went to Ms. Parrott's apartment to check on her. When Ms. Parrott failed to answer the door, Munoz attempted to open the door but had realized she did not have the correct key. The correct key was in the possession of Sandpiper at the time Parrott fell and was accessible to Sandpiper the entire time Parrott was on the floor. However, when Munoz determined that she had the wrong key, she did not return the very short distance[4] to retrieve the correct key from the office. Even though Ms. Parrott had not been checked on as required by the policy, Munoz simply completed her shift and went home. I find that Sandpiper did not conduct a wellness check of Ms. Parrott on June 4th.

[4] Ms. Parrott's apartment was situated within about a thirty second walk from where the Sandpiper's office was located.

13. Sandpiper introduced evidence through the testimony of Beth Auld that Ms. Parrott was checked off as having been seen on Thursday June 5th by Auld. However, at trial, Ms. Auld testified that she could not truthfully testify that she remembered seeing Ms. Parrott on Thursday or whether another staff member told Auld they had seen Parrott. Executive Director Carrington testified that when she investigated the incident after the fact, no other staff members, including the kitchen and cafeteria staff and the activities director, reported having seen Ms. Parrott on Thursday June 5th. I find that Sandpiper did not check on Ms. Parrott on June 5th. Lila Waters, a resident of Sandpiper, testified about her meal and activity routines with Ms. Parrott. She said she ate with Ms. Parrott each day, but that she did not see Ms. Parrott on Wednesday, Thursday, or Friday, until Waters and the staff found Ms. Parrott in her apartment at or about 8 p.m. While Ms. Waters may have been confused as to certain details, I find her testimony credible as it relates to her routine with Ms. Parrott to eat meals together and her testimony that she did not see Ms. Parrott for any meals on the days in question.

15. Plaintiff introduced the telephone records for Ms. Parrott's cell phone and her landline for the week that she fell and for the three months previous. These records show that Ms. Parrott made no outgoing calls, nor did she answer any incoming calls to either line during the three days she was on the floor. This evidence further supports my finding that Ms. Parrott fell on June 3rd and laid there until she was found.

16. Both Plaintiff's and Defendant's experts testified as to the medical evidence that spoke to how long Ms. Parrott laid on the floor. Both experts referenced her BUN[5] value which is a test that measures the amount of nitrogen in the blood which comes from the waste product urea. In

[5] BUN is an acronym for blood urea nitrogen, a normal waste product the body creates after you eat and drink.

this context it was introduced to show Parrott's level of dehydration and how long she had gone without food or water. I find the BUN lab values taken at the hospital from June 6 through June 10 more likely than not show Ms. Parrott to have been on the floor for three days, beginning on June 3, 2014. There were additional lab values and objective medical evidence that showed Ms. Parrott to have endured a "long lie," the term used by the experts, including Ms. Parrott's own statements to EMS that she fell on Tuesday evening, the decubitus ulcers on her hip, her creatinine level and the ratio between the creatinine and BUN, her CPK[6] reading, her dehydration and her skin condition upon admission. I find the cumulative medical evidence to be proof of a long lie and that the long lie more likely than not began on June 3, 2014.

CONCLUSIONS OF LAW

To prove a cause of action for negligence, a plaintiff must prove by a preponderance of the evidence that: (1) the defendant owes a duty of care to the plaintiff; (2) the defendant breached that duty by a negligent act or omission; (3) the defendant's breach was the actual and proximate cause of the plaintiff's injury; and (4) the plaintiff suffered an injury or damages. *Madison ex rel. Bryant v. Babcock Ctr., Inc*., 371 S.C. 123, 135, 638 S.E.2d 650, 656 (2006); *Roddey v. Wal-Mart Stores E., LP*, 415 S.C. 580, 590, 784 S.E.2d 670, 675 (2016).

I. Duty – Sandpiper owed a duty of care to Ms. Parrott to conduct a wellness check once every 24 hours.

A legal duty of care owed by the defendant to the plaintiff must exist to maintain an action for negligence. *Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 86, 502 S.E.2d 78, 81 (1998). Duty is generally defined as "the obligation to conform to a particular standard of conduct toward

[6] CPK stands for Creatine Phosphokinase and this test determines the level of enzymes in the blood stream to assess damage to the heart or muscle tissue.

another." *Shipes v. Piggly Wiggly St. Andrews, Inc*., 269 S.C. 479, 483, 238 S.E.2d 167, 168 (1977). While the common law ordinarily imposes no duty on a person to act, once an act is undertaken, the actor assumes the duty to use due care. *Miller v. City of Camden*, 329 S.C. 310, 314, 494 S.E.2d 813, 815 (1997).

In determining the standard of care, the court may look to the common law, statutes, administrative regulations, industry standards, or a defendant's own policies and guidelines. *Madison ex rel. Bryant v. Babcock Ctr., Inc*, 371 S.C. 123, 140, 638 S.E.2d 650, 659 (2006) . Additionally, an affirmative legal duty to act may be created "by statute, contract, relationship, status, property interest, or some other special circumstance." *Carson v. Adgar*, 326 S.C. 212, 217, 486 S.E.2d 3, 5 (1997); *Wyatt v. Fowler*, 326 S.C. 97, 101, 484 S.E.2d 590, 592 (1997).

Here, the preponderance of the evidence presented in this case is more than sufficient to convince me and support my conclusion that that Defendant Sandpiper had a policy of providing daily wellness checks and that this policy created a duty to follow the protocol established in its own policy. Simply put, the Sandpiper had a duty to exercise reasonable care in utilizing the system/protocols it put in place for checking on the well-being of every resident at least once every 24 hours. The policy was in writing, every relevant staff member and every resident was aware of the policy, and the policy had been carried out for several years prior to Ms. Parrott taking up residence at Sandpiper's facility In addition, Ms. Parrott relied on that policy as a significant/decisive factor in selecting Sandpiper as a residence. Both the existence of the policy and the special relationship between Sandpiper and the resident, Ms. Parrott, created a duty owed by Sandpiper to follow its own policy.

II. Breach – Sandpiper breached its duty by failing to conduct a wellness check of Ms. Parrott on June 4th and June 5th.

In South Carolina, the courts have recognized the use of a defendant's internal policies to determine duty and the failure to follow those policies to determine a breach. *Peterson v. Nat'l R.R. Passenger Corp.,* 365 S.C. 391, 397, 618 S.E2d 903, 906 (2005). Specifically, the Peterson Court stated that "evidence of a company's deviation from its own internal policies is relevant to show the company deviated from the standard of care and is properly admitted to show the element of breach," Id. Moreover, a defendant's internal policies or "self-imposed rules are often admissible as relevant on the issue of failure to exercise due care." *Caldwell v. K–Mart Corp*., 306 S.C. 27, 31, 410 S.E.2d 21, 24 (Ct. App.1991).

Here, the Sandpiper policy to check the well-being of each resident was clear. This policy was in writing and was made clear to the Sandpiper employees, agents or servants that were tasked with carrying out this policy to check on the well-being of each resident, including Ms. Parrott. Sandpiper breached its duty when it failed to check on the well-being of Ms. Parrott on June 4th. Sandpiper breach its duty again when it failed to check on the well-being of Ms. Parrott on June 5th. Sandpiper did not check on her until the evening of June 6th —well beyond the 24-hour period contained in the Defendant's own policy.

Sandpiper breached the policy when the staffer did not make the minimal effort to obtain the correct key to check on Ms. Parrott on June 4th. Sandpiper further breached the policy when no staffer checked on her on June 5th. At the time Sandpiper finally checked on her on June 6th at approximately 8 p.m., it had been approximately 68 hours since Ms. Parrott that been seen by anyone. Simply put, I find and conclude that the Sandpiper's failure to follow its own policy resulted in the Defendant breaching its duty owed to Ms. Parrott.

III. Proximate Cause/Foreseeability - The failure to follow the Policy was a proximate cause of Ms. Parrott's injuries and damages.

"For an act to be a proximate cause of an injury, the injury must be a foreseeable consequence of the act." *Wallace v. Owens–Illinois, Inc*., 300 S.C. 518, 520, 389 S.E.2d 155, 156 (Ct.App.1989). "The test of foreseeability is whether some injury to another is the natural and probable consequence of the complained of act." *Id*. "The defendant's negligence does not have to be the sole proximate cause of the plaintiff's injury; instead, the plaintiff must prove the defendant's negligence was at least one of the proximate causes of the injury." *Hughes v. Children's Clinic, P.A*., 269 S.C. 389, 398, 237 S.E.2d 753, 757 (1977). "The question of proximate cause ordinarily is one of fact for the jury, and it may be resolved either by direct or circumstantial evidence." *Childers v. Gas Lines, Inc*., 248 S.C. 316, 325, 149 S.E.2d 761, 765 (1966). See also *McNair v. Rainsford*, 330 S.C. 332, 349, 499 S.E.2d 488, 497 (Ct.App.1998).

Based on the preponderance of the evidence, I find and conclude that Sandpiper's failure to follow its policy of checking on the well-being of each resident was a proximate cause of injury to Ms. Parrott. If Sandpiper had followed its own policy, then one of the Sandpiper employees, agents or servants would have checked on the well-being of Ms. Parrott on Wednesday evening June 4th; or if Sandpiper had followed its own policy the next day, then one of the Sandpiper staffers would have checked on her on June 5th. Instead, as a result of Sandpiper's failures to check on her well-being, Ms. Parrott experienced a long lie of over three days before she was discovered. To the extent that Ms. Parrott had some degree of pre-existing mental health conditions, it was certainly foreseeable that those pre-existing conditions would be exacerbated by the pain and agony from that long lie.

Based on the preponderance of the evidence, I find and conclude that breach of the duty to conduct daily wellness checks was a cause of Ms. Parrott's long lie. I further find and conclude that a natural and proximate result of lying with a broken hip for so long that decubitus ulcers

formed on her skin and dehydration set in contributed to and exacerbated both her physical pain and mental anguish during the long lie, and after her initial treatment and recovery period, and during the follow-up rehabilitation. I further find and conclude that the long lie was a cause of Ms. Parrott's mental, emotional, and physical decline even after her hip healed that continued through the months prior to her death. I also find and conclude that the long lie was a cause of her loss of a will to live and the failure to thrive that led to her death.

IV. Damages – Plaintiff has proven and is entitled to nonpecuniary damages for both the survival and wrongful death cause of actions.

A plaintiff is "entitled to recover all damages proximately resulting from the negligent acts of the defendant, including the aggravation of his [or her] pre-existing condition." *Watson v. Wilkinson Trucking Co*., 244 S.C. 217, 228, 136 S.E.2d 286, 291 (1964) (quoting 15 Am.Jur., *Damages*, §§ 80 and 81). "The defendant takes the plaintiff as he [or she] is found and the plaintiff is entitled to recover damages resulting from the aggravation of a pre-existing condition." *Id*. "As a general rule, liability for the consequences of one's tortious act is not lessened by reason of the fact that the injuries were aggravated by the plaintiff's unhealthy conditions….." 22 Am.Jur.2d *Damages* § 282 (1988); *Raino v. Goodyear Tire and Rubber Co*., 309 S.C. 255, 259, 422 S.E.2d 98, 100 (1992).

In a survival action, "actual damages . . . are awarded for the benefit of the decedent's estate." *Scott v. Porter*, 340 S.C. 158, 170, 530 S.E.2d 389, 396 (Ct.App.2000). These damages "include those for medical, surgical, and hospital bills, conscious pain, suffering, and mental distress of the deceased." *Id*.

In a wrongful death case, the issue of damages is not directed toward the value of the human life that was lost, but rather the damages sustained by the beneficiaries as a result of the death.

Zorn v. Crawford, 252 S.C. 127, 136, 165 S.E.2d 640, 645 (1969); *Self v. Goodrich,* 300 S.C. 349, 351, 387 S.E.2d 713, 714 (Ct.App.1989). Damages recoverable in a wrongful death action include: (1) pecuniary loss; (2) mental shock and suffering; (3) wounded feelings; (4) grief and sorrow; (5) loss of companionship; and (6) deprivation of the use and comfort of the intestate's society, including the loss of his experience, knowledge, and judgment in managing the affairs of himself and of his beneficiaries." *Smith v. Wells*, 258 S.C. 316, 188 S.E.2d 470 (1972); *Welch v. Epstein,* 342 S.C. 279, 304, 536 S.E.2d 408, 421 (Ct. App. 2000).

The Plaintiff does not seek any damages in the survival claim for pecuniary loss or medical bills, only for Ms. Parrott's conscious pain, suffering, and mental distress in the survival action, and her children's mental shock and suffering, wounded feelings, grief and sorrow, and loss of companionship. "Pain and suffering have no market price. They are not capable of being exactly and accurately determined, and there is no fixed rule or standard whereby damages for them can be measured." *Harper v. Bolton*, 239 S.C. 541, 548, 124 S.E.2d 54, 57 (1962). Likewise, damages for these nonpecuniary damages are unliquidated and indeterminate in character. The assessment of these unliquidated damages is left for the sound discretion of the factfinder, in this case the court. *Edwards v. Lawton,* 244 S.C. 276, 281, 136 S.E.2d 708, 710 (1964).

I find that the evidence is overwhelming that Ms. Parrott experienced enormous conscious pain and suffering, and mental distress during the long lie that resulted from Sandpiper's failure to conduct timely wellness checks on June 4th and on June 5th. I further find the preponderance of the evidence also proves that Ms. Parrott continued to suffer pain and to experience mental anguish and loss of enjoyment of life even after the broken hip healed. Accordingly, I award $500,000 on Ms. Parrott's survival cause of action. In addition, the testimony and evidence at trial regarding

the family's grief and sorrow are more than sufficient to support a verdict on the wrongful death cause of action and I award an additional $500,000 to Ms. Parrott's family.

CONCLUSION

The Defendant Sandpiper owed a duty to Ms. Parrott to use reasonable care in implementing and applying its policy to check on the well-being of its residents. The Defendant Sandpiper breached that duty when it failed to check on Ms. Parrott on June 4 and 5, 2014 and did not discover Ms. Parrott until the evening of June 6, 2014. As a direct and proximate cause of the Defendant's breach, Ms. Parrott experienced extensive injuries and sustained serious damages and this Court finds for the Plaintiff and hereby awards actual damages in the amount of $500,000.00 for the survivor cause of action and $500,000.00 for Ms. Parrott's wrongful death.

IT IS HEREBY ORDERED that the issues have been tried and heard and a verdict rendered and that Defendant Sandpiper Independent and Assisted Living-Delaware, LLC is liable to the Plaintiff, the estate of Delila Parrott, for the causes of action of wrongful death and survival action and this Court orders that judgment be entered in favor of Plaintiff against the Defendant in the amount of $1,000,000.

AND IT IS SO ORDERED

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Bentley Price, Circuit Judge
Charleston County Court of Common Pleas

September ___, 2020
Charleston, South Carolina

Charleston Common Pleas

Case Caption:	Delila Parrott , plaintiff, et al VS Premier Senior Living LLC , defendant, et al
Case Number:	2016CP1005379
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IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766