

[Reed](#)**Understaffed facility neglected mother, children claimed**

Settlement	\$4,600,000
Case	Bobby Bradshaw, Jack Bradshaw, and Alice Haley, Individually and as Executrix of the Estate of Myrtle Faye Reed, Deceased v. Senior Living Properties, LLC; Senior Living Properties, LLC, d/b/a Palacios Healthcare Center, in its assumed or common name; Eden Capital, LLC, SLP Management, Inc., Larry W. Bonds, James E. Eden, Complete Care Services, L.P., Harvin E. Suggs, Crystal Mozley, R.N., Janice Lowe, R.N., No. 02-E-0286-C
Court	Matagorda County District Court, 130 th, TX
Judge	Craig Estlinbaum
Date	7/23/2003
Plaintiff Attorney(s)	David T. Marks, The Marks Firm, Houston, TX Jacques G. Balette, The Marks Firm, Houston, TX Henry P. Giessel, The Marks Firm, Houston, TX J. Thomas Rhodes, Lyons & Rhodes, San Antonio, TX
Defense Attorney(s)	Lee Cameron, Jr., Wilson, Elser, Moskowitz, Edelman & Decker, Dallas, TX
FACTS ALLEGATIONS	<p>& Plaintiffs' decedent Myrtle Faye Reed, 89, resided at Palacios Healthcare Center from 1991 until July 2000. Her diagnoses included cerebrovascular disease, prior fractures, gastric diverticulum, arthritis, seizure disorder, anemia and urinary retention.</p> <p>Alleging that the nursing home's negligence caused Reed to sustain injuries, her estate and three adult children sued Senior Living Properties, LLC, of Carmel, Ind., operating as Palacios Health Care Center; SLP Management Inc., of Carmel, Ind., and Complete Care Services L.P., of Horsham, Pa., one or both of which allegedly staffed and managed the facility; Larry W. Bonds and James E. Eden, who were both owners of Senior Living Properties LLC; Eden's company Eden Capital LLC. Of Carmel, Ind.; administrator Harvin E. Suggs; nursing director Crystal Mozley, R.N.; and Janice Lowe, R.N.</p> <p>The nursing home allegedly failed to protect Reed from injury and accidents, prevent the development of pressure sores, treat her pressure sore, notify the family and physician of major changes in her condition, assess and monitor her condition adequately and follow the nursing home's own policies and procedures. These failures resulted from under staffing, of which the corporate defendants were aware, the plaintiffs alleged, The defendants also falsified Reed's medical records.</p> <p>The defense denied the allegations and contended that the defendants' staffing levels were sufficient to meet the minimum needs of their patients.</p>
INJURIES/DAMAGES	<p><i>Dehydration; Fracture, Fibula; Fracture, Tibia; Infection; Malnutrition; Pressure Sores</i></p> <p>Reed developed painful, infected pressure sores; sustained a fractured tibia and fibula; and became dehydrated and malnourished. Although the adult children alleged wrongful death, the core theory of damages was Reed's pain and suffering.</p> <p>The defense contended that Reed's injuries were unavoidable and resulted from the natural progression of her underlying medical condition. In the alternative, the defense contended that her family caused the pressure sores by refusing to allow the nursing home to place a feeding tube. Also, the defense argued that family members visited Reed regularly and therefore would have known if the defendants were neglecting her.</p> <p>The defense also contended that, because of Reed's underlying medical condition and age, she could not feel pain.</p>
RESULT	<p>RESULT The case settled for \$4.6 million. At the time of the settlement, Senior Living Properties was in bankruptcy. The bankruptcy court approved the settlement on July 23, 2003.</p> <p>Sources of funding for the settlement were insurance proceeds and a solvent third-party general partner, said the plaintiffs' attorneys. Complete Care Services L.P. was released but did not contribute to the settlement.</p>
EXPERT(S)	None reported
EDITOR'S NOTE	Defense counsel did not respond to a faxed draft of this report and a phone call.