

The deposition of the head nurse confirmed that the floor was wet, and Cathy was being prepared for a shower. The nurse was confronted with her charting that failed to mention the wet floor. She had no explanation for the omission. The deposition of the aide gave yet another version of the events that transpired on the day of Cathy's fall. The aide testified that she was pulled from her normal shift in the ALF portion of the facility because nobody showed up to take care of the patients in the memory care center where Cathy resided. The aide testified that she knew she should not have left Cathy unsupervised on the toilet. However, she did go check on other residents because she was so concerned about the other residents being unsupervised at that time. The aide also confirmed that the memory care center was a dangerous place for its residents because of how woefully understaffed it was that day.

Despite the testimony of the care providers, the assisted living facility denied any wrongdoing regarding the claim. Prior to the start of the arbitration proceeding, Mr. Schwencke demanded that the insurance company tender the assisted living facility's policy limits of \$1,000,000. The insurer refused. As such, the claim proceeded to a two-day binding arbitration with Mr. Schwencke and Searcy Denney attorney **Guy Murphy**. The Claimant's nursing expert identified several breaches in the standard of care, regardless of the different versions of the events that transpired in the bathroom. In contrast, the Defendant's nursing expert contended that the standard of care was met regardless of what the assisted living facility's employees testified. The expert also claimed that Cathy did not require supervision in the bathroom. The Defendant also hired a medical doctor to claim that the development of Cathy's post-surgery bed sores were unrelated to her loss of mobility status.

At the conclusion of arbitration, the arbitrator awarded the full value of Cathy's medical bills paid by Medicare, as well as significant pain and suffering damages in the past and in the future. The total arbitration award was just shy of \$1.1 million, an amount in excess of the assisted living facility's policy limits. ♦

Botched surgery adds years of efforts to resolve back pain

Veronica suffered with excruciating back pain for years and began treating with a chiropractor. Many therapies were attempted but none seemed to work. The chiropractor referred her to an orthopedic surgeon to see what else could be done to help her. On the first visit, the surgeon advised her to get minimally invasive surgery to fuse her spine. She agreed.

Unbeknownst to her, the surgeon chose the wrong type surgery to fix her pain. Even worse, the surgical hardware was put in the wrong space such that it was impinging on the spinal cord.

When she awakened after surgery, she could no longer feel or move her legs. Postoperative films confirmed that the hardware was NOT where it should have been placed by the surgeon. Her spinal cord had been traumatically and permanently injured. Her prognosis was grim.

She went to a rehabilitation facility to try to improve. For one year, she endured daily physical therapy and occupational therapy just to try to be able to feel and move her legs. She fought so hard for her independence. All she wanted was her legs to work. Unfortunately, her condition did not improve after discharge from the facility.

Veronica then sought an evaluation with another surgeon approximately one year later. He vowed to try to fix her and performed another surgery to try to decompress her spine. She had minimal improvement as it was too little too late.

After using a wheelchair and walker for years, she did finally graduate to being able to "walk" with special devices on her legs. She cannot be on her feet long and cannot yet drive or do simple activities of daily living herself. Her independent life as she knew it, had been destroyed.

Veronica reached out to Searcy Denney attorneys **Karen Terry** and **Sia Baker Barnes** for help and justice. The case was resolved for a significant confidential amount on the eve of trial. ♦

