

4. Defendant East Coast Umbrella, Inc. d/b/a East Coast Umbrella (hereinafter “East Coast Umbrella”) is, upon information and belief, a foreign corporation organized and existing under the laws of a state other than South Carolina with its principal place of business in a state other than South Carolina and is engaged in the business of designing, manufacturing, testing and selling umbrellas which are distributed and sold throughout the United States and South Carolina, and Defendant East Coast Umbrella conducts business in the State of South Carolina, County of Horry, through its agents, servants and/or employees and derives substantial revenue therefrom.
5. Upon information and belief, Defendant John’s Beach controlled, managed, assumed responsibility for, and operated a business located at or near 201 76th Avenue North in Myrtle Beach, South Carolina, County of Horry at all times relevant to this Complaint.
6. Upon information and belief, beach umbrellas, including the beach umbrella which is the subject of this Complaint, were manufactured by Defendant East Coast Umbrella and were rented by Defendant John’s Beach for use by its guests and invitees on the beach in Horry County, South Carolina.
7. Upon information and belief, the subject umbrella was designed, manufactured, and sold by Defendant East Coast Umbrella for persons to use on the beach.
8. At all times relevant to this Complaint Defendant East Coast Umbrella had control over the design and sale of the beach umbrella involved in the subject incident.
9. At all times relevant to this Complaint, Defendant John’s Beach had control over the beach umbrella involved in the subject incident.
10. That Defendants are responsible for the action and inactions of their employees and/or agents under the doctrine of respondeat superior, agency and/or apparent agency.

11. This Honorable Court has jurisdiction over the parties as Defendants have committed a tortious act in whole or in part in Horry County, South Carolina. S.C. Code Ann. §36-2-803 (1976, as amended).
12. This Honorable Court has jurisdiction over the subject matter to this litigation and venue is proper in this Court, as the most substantial parts of acts and omissions giving rise to the causes of action occurred in the Horry County, South Carolina. S.C. Code Ann. §15-7-30 (1976, as amended).

Factual Background

13. On or about June 13, 2023, at approximately 3:00 P.M., the Plaintiffs were invitees lawfully on the beach at or near 201 76th Avenue North in Myrtle Beach, South Carolina County of Horry (hereinafter “Long Bay Dunes” or “Long Bay Beach”).
14. On or about the same date and time, upon information and belief, an unanchored beach umbrella manufactured by Defendant East Coast Umbrella and owned, rented, and controlled by Defendant John’s Beach struck Plaintiff Patty Kinnan in the head as she was sitting in a beach chair next to her husband, Plaintiff Michael Kinnan, on the shoreline of Long Bay Beach.
15. Upon knowledge and belief, the umbrella at issue had been affixed to the beach by a “dual-role” lifeguard / beach attendant employed by John’s Beach.
16. Upon knowledge and belief, due to strong winds, John’s Beach management had (several hours prior to Mrs. Kinnan’s injury) issued instructions to its staff to lower all umbrellas for the remainder of the day, but said instructions were not followed.

17. Upon knowledge and belief, umbrellas of identical make and model to the one that injured Mrs. Kinnan had previously struck and injured visitors to Myrtle Beach, and all Defendants were on notice of those prior injuries; both Defendants were subjects of ongoing lawsuits regarding such injuries at the time of Mrs. Kinnan's injury.
18. The unreasonably dangerous and defective condition of the subject beach umbrella resulted in injuries to Mrs. Kinnan and the damages which give rise to this litigation.
19. The Kinnans did not have knowledge of the dangerous and defective conditions of the subject beach umbrella.
20. The user of the subject umbrella was using it in the way Defendants intended and expected for customers and users to use it on the beach.
21. The Defendants had no warnings or signage posted on or near the subject umbrella to warn of the defective and dangerous condition then and there existing.
22. The Defendants had a duty to take reasonable action to protect its invitees, users, consumers, members of the public, and the Plaintiffs against the foreseeable risk of physical harm.
23. The Defendants owed a duty to the Plaintiffs, and any person who would foreseeably come into contact with the subject umbrella, to exercise reasonable caution and care in the business of providing and renting umbrellas for use on the beach.
24. At all times prior to and relevant to this incident, Defendants were aware of the danger posed by an unweighted beach umbrella.
25. The Defendants negligently and recklessly failed to notify their customers and the public of the danger and risks of harm involving the subject umbrella to the public and, specifically, Mrs. Kinnan.

26. Defendant John's Beach derives substantial profits from renting out beach umbrellas and equipment.
27. As a direct and proximate result of Defendants' acts and omissions, Plaintiff Patty Kinnan suffered severe bodily injuries, mental and emotional anguish, medical bills, and other damages, and her husband Michael Kinnan suffered mental and emotional anguish, medical bills, and a loss of consortium.

FOR A FIRST CAUSE OF ACTION

Strict Liability

As to Defendant East Coast Umbrella

28. Plaintiffs herein reallege and reiterate all previous paragraphs as fully as if set forth in this paragraph in its entirety.
29. The subject umbrella manufactured by Defendant East Coast Umbrella that struck Plaintiff was sold by Defendant East Coast Umbrella as new, tangible property.
30. Defendant East Coast Umbrella was and is engaged in the business of designing, manufacturing, marketing, distributing, and/or selling umbrellas such as the umbrella which is the subject of this Complaint.
31. The subject umbrella severely injured Mrs. Kinnan because the subject umbrella was in a defective condition unreasonably dangerous to the user, consumer, members of the general public, and to Plaintiff.
32. The subject umbrella, at the time of the subject incident on June 13, 2023, was in essentially the same condition as when it left the hands of Defendant East Coast Umbrella.

33. The subject umbrella was defective in that it was unreasonably dangerous to the consumer, user, the general public, and to Plaintiff, given the conditions and circumstances that foreseeably attend the use of the product.
34. At the time of the subject incident and all times relevant to this Complaint, the subject umbrella manufactured by Defendant East Coast Umbrella, was defective in the manufacture, and/or design, and/or warnings/marketing/packaging of the subject umbrella such that the subject umbrella was unsafe and unfit to be placed into the stream of commerce for use.
35. At the time of the subject incident and all times relevant to this Complaint, the subject umbrella manufactured and sold by Defendant East Coast Umbrella was not merchantable and reasonably suited to the use intended, which proximately caused Plaintiff's injuries and damages.
36. Defendant East Coast Umbrella owed a duty to manufacture, design, make, sell and market a product that was free from defects and was not unreasonably dangerous to persons that foreseeably would come into contact with the product, specifically the subject umbrella.
37. It was foreseeable to Defendant East Coast Umbrella that the subject umbrella would become airborne and strike a person causing injuries and/or death.
38. Defendant East Coast Umbrella had a duty to take reasonable precautions with the subject beach umbrella and failed to do so.
39. The subject beach umbrella was in a defective condition unreasonably dangerous to the user and/or consumer, to the general public, and to Plaintiffs when it left control of

Defendant East Coast Umbrella; it remained so, without material change or alteration up to and including the time of the incident which occurred on June 13, 2023, in that:

- a. As designed, manufactured and sold, the umbrella lacked proper safeguards to keep it anchored in the sand and prevent the umbrella from becoming airborne, such as a weight at the bottom of the umbrella.
- b. The subject umbrella had manufacturing defects, defective design, and/or warning or instruction defects;
- c. The subject umbrella was in a defective condition unreasonably dangerous for its intended use;
- d. The danger associated with the subject umbrella's use outweighed its utility;
- e. The subject umbrella's design was unreasonably dangerous, inadequate, unsafe, hazardous, and defective in that it contained a sharp spear-like end, which if it became airborne, would result in the umbrella becoming capable of impaling innocent beachgoers and causing serious injury and/or death.
- f. Defendant East Coast Umbrella failed to provide warnings or instructions that are adequate to safeguard against injuries;
- g. The subject umbrella lacked any safeguards or designs to eliminate or minimize the risk that the umbrella would become airborne with wind, as occurred in this particular instance, creating a serious risk of injury and/or death to the general public and users; and
- h. The subject umbrella lacked adequate warnings and instructions alerting users and persons of the hazards associated with its design, of the gravity of the risk of injury and the precautionary measures to be taken to avoid injury.

40. The combined defective conditions described, and each of them individually, was a legal and foreseeable proximate cause of the injuries and damages described herein in this Complaint; the risk of severe injury and/or death associated with the design of the umbrella far outweighed the utility of the product.
41. Plaintiffs would show that their injuries and damages were a direct and proximate result of the negligent, reckless, willful, wanton and grossly negligent acts and/or delicts as enumerated here and above by Defendant East Coast Umbrella, through its agents, servants and/or employees.
42. Mrs. Kinnan incurred severe physical harm which has and will continue to cause her to undergo physical pain and suffering; Plaintiffs would show that they also suffer from severe emotional distress, worry and mental anguish as a result of the subject incident.
43. Plaintiffs have incurred financial loss as a result of related medical bills and expenses.
44. The injuries and damages suffered by Plaintiffs were directly and proximately caused by the above negligent and reckless acts of Defendant East Coast Umbrella.
45. Defendant East Coast Umbrella is strictly liable for all damages caused by the defective condition of the subject umbrella.

FOR A SECOND CAUSE OF ACTION
Negligence, Gross Negligence, and Recklessness
As to Defendant East Coast Umbrella

46. Plaintiffs herein realleges and reiterates all previous paragraphs as fully as if set forth in this paragraph in its entirety.
47. Defendant East Coast Umbrella owed to Plaintiffs the duty to exercise reasonable care in the design, manufacture, marketing, distribution and sale of the subject umbrella.

48. Defendant East Coast Umbrella owed the duty to exercise reasonable care in the design, manufacture, marketing, distribution and sale of subject umbrella to persons who would foreseeably come into contact with their product (subject umbrella) including Plaintiffs.
49. Defendant East Coast Umbrella failed to exercise due care in designing, manufacturing, marketing, distributing and selling the subject umbrella.
50. Defendant East Coast Umbrella breached its duty to exercise reasonable care to adopt a safe design for its product.
51. Defendant East Coast Umbrella had a duty to take reasonable precautions which required Defendant to install or include a safety device with the subject umbrella.
52. Defendant East Coast Umbrella failed to install or include a safety device with the subject umbrella.
53. Defendant East Coast Umbrella's failure to install a safety or protective device with the subject umbrella to prevent it from becoming unanchored and to prevent it from striking persons created an unreasonable risk of injury to users, consumers, members of the public, and persons on the beach including the Plaintiffs.
54. Defendant East Coast Umbrella failed to exercise reasonable care in the adoption of a safe plan or design for the subject umbrella and Defendant East Coast Umbrella did not adopt a safe plan or design for its umbrella including the subject umbrella, at all times relevant to this Complaint.
55. Defendant East Coast Umbrella had a duty to persons whom Defendant East Coast Umbrella should have expected to use the subject umbrella and to persons whom Defendant East Coast Umbrella should expect to be endangered by the subject umbrella such as members of the public and persons on the beach including Plaintiff.

56. The Plaintiffs sustained physical, mental, and relational harm caused by Defendant East Coast Umbrella's failure to exercise reasonable care in the adoption of a safe plan or design for its umbrella including the subject umbrella.
57. Defendant East Coast Umbrella knew or should have known of the risks arising from the design of the subject product, including but not limited to prior injuries and deaths caused by the same product and/or similar beach umbrellas.
58. Defendant East Coast Umbrella knew that umbrellas such as the one it manufactured, designed, and thereafter sold to Defendant John's Beach had become unanchored and had struck persons causing significant injuries and damages prior to the incident that is the subject of this Complaint.
59. In its conduct, Defendant East Coast Umbrella breached its duties and was careless, negligent, reckless, grossly negligent, willful and wanton in the design, manufacturing, distribution and sale of subject umbrella in one or all of the following particulars to-wit:
 - a. In failing to adequately test or evaluate the design and operating characteristics for the purpose of identifying the hazards posed by the design, the gravity of the risk of injury and the reasonable engineering alternatives to be taken to eliminate the hazard or adequately minimize the exposure and the risk of injury and death;
 - b. In failing to provide reasonably necessary safeguards or design measures to prevent an injury, such as occurred in this instance, from occurring;
 - c. In failing to incorporate and provide adequate warnings as part of the fundamental design alerting consumers, users, persons who would foreseeably come into contact with the subject product, and bystanders of the subject product of the hazards arising from the product and its design, of the grave risk of injury and

death and of the necessary precautionary measures to be taken to avoid injury and death;

- d. In failing to conduct adequate tests and studies before, during and after the design and manufacture of the subject umbrella to determine whether the umbrella was reasonably safe under foreseeable conditions of use;
- e. In failing to conduct adequate quality control procedures on all materials and parts incorporated into the subject umbrella;
- f. Failing prior to June 13, 2023, to recall the subject umbrella that they had sold, and knew was in use, or otherwise supply modification kits or launch a warning to take other action where a reasonably prudent manufacturer would have taken to minimize product dangers of operation about which they knew or should have known existed, but about which the users, consumers, owners, operators and/or general public were unaware; and
- g. In otherwise failing to use due care as shall be revealed during the discovery process and as is otherwise described herein. Any one or more of which acts of commission and/or omission were a proximate cause of the injuries suffered by Plaintiffs. Said acts of commission and/or omission were in violation of the laws of the State of South Carolina.

FOR A THIRD CAUSE OF ACTION

Breach of Implied Warranty

As to Defendant East Coast Umbrella

60. Plaintiffs herein reallege and reiterate all previous paragraphs as fully as if set forth in this paragraph in its entirety.

61. In manufacturing, labeling, promoting, distributing, selling and placing the subject umbrella in the stream of interstate commerce, Defendant East Coast Umbrella impliedly warranted that the same was merchantable and fit for the ordinary purposes for which such umbrellas are used.
62. The subject umbrella was not merchantable in that, as designed or manufactured it caused injury to Plaintiffs.
63. Defendant East Coast Umbrella breached these warranties by selling defective umbrellas, including the subject umbrella, while having actual and/or constructive knowledge of the umbrellas' defects.
64. As a direct and proximate result of Defendant East Coast Umbrella's breach of the implied warranty of merchantability, Plaintiffs have suffered significant injuries and damages as set forth herein in this Complaint.

FOR A FOURTH CAUSE OF ACTION
Negligence, Gross Negligence, and Recklessness
As to Defendant John's Beach

65. Plaintiffs incorporate by reference all preceding paragraphs of this Complaint as if they were set forth in this paragraph in its entirety.
66. Defendant John's Beach, in the conduct of its business, rented, controlled, and advertised the beach umbrella that ultimately struck Mrs. Kinnan in order to attract business and to profit off of the use of the subject beach umbrella.
67. Defendant John's Beach knew that the use of the subject beach umbrella was unreasonably dangerous, was hazardous and posed a risk of injury and death to users, to the public, and to persons on the beach including Plaintiff.

68. Defendant John's Beach knew or should have known that the subject beach umbrella was in an unreasonably dangerous condition and that it had a dangerous and defective design.
69. Defendant John's Beach had a duty to prevent and/or warn of foreseeable risks of harm, injury and death to persons who would foreseeably come into contact with the subject beach umbrella, including Plaintiff.
70. The injuries sustained by Plaintiff on or about June 13, 2023, as a result of the subject incident required extensive medical treatment; as a result, Plaintiffs have suffered pain, mental suffering, loss of consortium, and loss of enjoyment of life.
71. Defendant John's Beach had substantial control over the area of the beach where the incident occurred (hereinafter "Premises").
72. Defendant John's Beach owed Plaintiff a duty of care to keep the Premises (and/or the umbrellas which it rented to be used on said Premises) reasonably safe, to discover and repair dangerous conditions on the Premises, and to disclose to Plaintiffs any latent conditions and/or defects existing on the Premises.
73. Defendant John's Beach is vicariously liable for the actions of its agents and employees who owed a duty to inspect, search for, discover, warn against, and repair defective and hazardous conditions discovered at the subject Premises, such as the hazardous condition which is the subject of this lawsuit.
74. At all times relevant herein, all employees of Defendant John's Beach were acting within the course and scope of their employment with Defendant John's Beach.
75. Defendant John's Beach owed Plaintiff a duty to create and maintain adequate and safe Premises for use.

76. Defendant John's Beach breached its duty to Plaintiffs by creating, maintaining, and/or allowing a dangerous condition to exist on the Premises and by failing to correct the dangerous and defective condition of the subject beach umbrella.

77. Defendant John's Beach knew, or should have discovered and known, of the defective and hazardous conditions which caused injury to Plaintiffs.

78. Defendant John's Beach did not take any steps to correct or repair this dangerous and defective condition, or to warn users, such as Plaintiffs, of the hazards.

79. At all time material hereto, Defendant John's Beach owed a duty to Plaintiffs and the public at large to conduct their safety program in a reasonably safe manner and to take the necessary steps to prevent foreseeable harm to Plaintiffs.

80. Defendant John's Beach, through its agents, servants and employees, including but not limited to its lifeguards and/or beach attendants, were negligent, grossly negligent, willful, wanton, careless, and reckless at the above-mentioned time and place, in the following particulars, to wit:

- a. In then and there failing to take reasonable action to protect the public, invitees and Plaintiffs from the foreseeable risk of physical harm caused by the unreasonably dangerous umbrella on the beach;
- b. In failing to ensure that a weight or other protective or safety device was installed with the subject beach umbrella to prevent it from becoming unanchored and prevent it from striking persons including Plaintiffs;
- c. In placing a defective beach umbrella on a premises under its control for use by its customers and invitees when it knew the umbrella was unreasonably dangerous

- and defective and could become airborne, resulting in the risk of serious injury and death;
- d. In then and there choosing not to implement proper measures, policies and/or procedures so as to prevent injury and/or death from occurring;
 - e. In failing to properly inspect, install, anchor, and restrain the subject beach umbrella;
 - f. In then and there failing to warn of or eliminate unreasonable risks within the area of invitation;
 - g. In failing to properly train and supervise its employees, agents, lifeguards, beach attendants, customers, and guests;
 - h. In failing to warn individuals on the beach, customers, and the public including Plaintiff of windy and dangerous conditions and the foreseeable risk of injury;
 - i. In its employees failing to lower umbrellas in windy conditions, despite receiving instructions to do so;
 - j. In failing to prevent the subject umbrella from blowing down the beach and striking beachgoers including Plaintiff;
 - k. In then and there failing to monitor weather conditions;
 - l. By engaging in “dual role” lifeguarding (i.e. having employees acting as both a life guard and salesperson / “beach attendant”);
 - m. By having life guards rent / install beach chairs, umbrellas and other beach equipment rather than devoting themselves primarily to protecting Plaintiff and the public at large;

- n. In failing to properly monitor alerts from the national weather service and/or failing to take appropriate action with regard to national weather service alerts;
- o. In ignoring the numerous warnings from various sources indicating the dual role lifeguarding is inherently unsafe;
- p. In ignoring the September 30, 2016, letter from the USLA when Defendant John's Beach knew or should have known that to do so endangered lives;
- q. In disregarding its March 28, 2023, "Amended Water Safety Franchise" contract with Horry County which bans its life guards from engaging in "any commercial ore retail activity" (i.e. the contract bans dual role lifeguarding);
- r. In failing to take action in response to complaints of citizens regarding Defendant John's Beach's business practices, specifically the improper prioritizing of beach equipment sales over monitoring and protecting the public;
- s. In failing to post effective and conspicuous warning signs or other notifications of the conditions of the premises;
- t. In failing to perform routine maintenance and inspections of the premises to include the beach umbrellas;
- u. In placing beach umbrellas for use on the beach when it was unreasonable to do so;
- v. In placing beach umbrellas for use on the beach without an anchor, safeguard or other device to prevent the umbrellas from becoming airborne and striking a person;

- w. In failing to establish, enforce, and follow reasonable and adequate policies and procedures for employees to follow for the inspection and maintenance of the beach umbrellas and other beach rental items;
- x. In failing to properly inspect the beach umbrellas and other beach rental items on the subject premises;
- y. In failing to use due care as a reasonable and prudent manager, employee, company, and corporation should, under the circumstances then and there prevailing;
- z. In then and there violating the statutes and ordinances of the State of South Carolina; and
 - aa. In such other particulars as the evidence at trial may show;

Any one or more of which acts of commission and/or omission were a proximate cause of the injuries suffered by Plaintiffs and were in violation of the statutory laws of the State of South Carolina.

- 81. As a direct and proximate result of the negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions of Defendant John's Beach, through its agents, servants and/or employees, Plaintiffs suffered severe injuries.
- 82. Plaintiffs are informed and believe that they are entitled to judgment against Defendant John's Beach in this matter for actual, special, consequential, and punitive damages in an amount to be determined through this Honorable Court.

FOR A FIFTH CAUSE OF ACTION

Violation of the South Carolina Unfair Trade Practices Act
As to all Defendants

83. Plaintiffs reallege and incorporate by reference all other allegations as if fully repeated in this Paragraph in their entirety.
84. Plaintiffs, Defendant John's Beach, and Defendant East Coast Umbrella are "persons" within the meaning of S.C. Code Ann. § 39-5-10(a) (1976, as amended).
85. Defendants, by conducting business in the State of South Carolina, are engaged in commerce within the meaning of S.C. Code Ann. § 39-5-10(b) (1976, as amended).
86. The actions of Defendants as described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. § 39-5-20(a) (1976, as amended) namely, advertising that Defendants provide safe umbrellas, when Defendants in fact operate and knowingly conduct a business where the umbrellas Defendants provide are not safe and are hazardous, without regard for the damage caused to the public at large and its invitees, including but not limited to Plaintiff.
87. The actions of Defendant John's Beach as described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. § 39-5-20(a) (1976, as amended) namely, advertising that Defendant John's Beach protects the beach and provides a safe beach for all beachgoers, when Defendant John's Beach in fact operates and knowingly conducts a business where Defendant John's Beach knew the umbrellas it owned and provided for use on the beach had struck and injured users, consumers and persons in the past, without regard for the damage caused to the public at large and its invitees, including but not limited to Plaintiff; and that Defendant John's Beach knew that the umbrellas it owned and provided for use on the beach are unsafe and that they do not

hold up nor remain anchored in wind and weather conditions foreseeable to Defendant John's Beach.

88. The actions of Defendant John's Beach's as described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. § 39-5-20(a) (1976, as amended) namely, using the USLA logo on Defendant John's Beach's website and on apparel and holding itself out as USLA accredited when Defendant John's Beach is not accredited by the USLA and Defendant John's Beach knew it was not accredited by the USLA.
89. Defendant East Coast Umbrella's actions described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. § 39-5-20(a) (1976, as amended) namely, advertising that Defendant East Coast Umbrella manufactures and sells only the best umbrellas, when Defendant East Coast Umbrella in fact operates and knowingly conducts a business where Defendant East Coast Umbrella knew that like umbrellas and umbrellas it manufactured and sold had struck and injured users, consumers and persons in the past, without regard for the damage caused to the public at large and its invitees, including but not limited to Plaintiff; and that Defendant East Coast Umbrella knew that the umbrellas it manufactured and sold and continues to manufacture and sell are not the best, that they are unsafe, and that they do not hold up nor remain anchored in wind and weather conditions foreseeable to Defendant East Coast Umbrella.
90. The actions of Defendant East Coast Umbrella as described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. § 39-5-20(a) (1976, as amended) namely, advertising that Defendant East Coast Umbrella manufactures and sells only high-quality umbrellas and that all of its umbrellas are manufactured to the

highest quality, when Defendant East Coast Umbrella in fact operates and knowingly conducts a business where its umbrellas were not manufactured to the highest quality and Defendant East Coast Umbrella did not manufacture and sell only high-quality umbrellas, without regard for the damage caused to the public at large and its invitees, including but not limited to Plaintiff.

91. Defendants' acts are capable of repetition, and, upon information and belief, have been repeated.
92. The conduct of Defendants affects the public interest of South Carolina.
93. Defendants knew or reasonably should have known that their conduct violated the Unfair Trade Practices Act.
94. As a direct and proximate result of the negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions of Defendants, through their agents, servants and/or employees, Plaintiffs suffered severe injuries.
95. Plaintiffs are informed and believe that they are entitled to judgment in this matter for actual, special, consequential, and punitive damages in an amount to be determined through this Honorable Court.

DAMAGES

96. Plaintiffs herein reallege and reiterate all previous paragraphs as fully as if set forth in this paragraph in its entirety.
97. Plaintiffs would show that they were seriously injured as a direct and proximate result of the negligent, reckless, willful, wanton and gross negligent acts and/or delicts as

enumerated here and above, by Defendants, either directly or through their agents, servants and/or employees.

98. As the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions by Defendants, both directly and through their agents, servants and/or employees, as enumerated here and above,

Plaintiffs:

- a. Were severely, seriously, painfully, and permanently injured;
- b. Suffered injuries about various parts of Mrs. Kinnan's body;
- c. Were and will be subjected to the administration of strong and potent drugs and medications;
- d. Suffered extreme and painful injuries to Mrs. Kinnan's person from which Plaintiff is informed and believes that she will have permanent adverse effect and disability;
- e. Suffered injuries that required medical treatment and will continue to require medical care and treatment in the future;
- f. Have incurred and will continue to incur in the future, substantial medical and doctor bills due to their injuries;
- g. Was and will continue to be subjected to extreme pain, mental anguish, emotional distress, loss of enjoyment of life, suffering and discomfort over a long period of time;
- h. Has been and will continue to be prevented from attending to their usual and ordinary activities of daily living;
- i. Suffered from a loss of consortium;

- j. Have and will suffer a financial loss in the form of wages and future earning capacity; and
- k. All other damages, including actual, special, consequential and punitive, in an amount to be determined by the trier of facts.

99. Accordingly, Plaintiffs are informed and believes that they are entitled to actual, special, consequential and punitive damages sufficient to reflect the injuries that she sustained against Defendants for Defendants' actions and inactions in creating, maintaining or failing to correct a dangerous condition that the Defendants had substantial control over.

WHEREFORE, and for all the forgoing reasons, the Plaintiffs pray that they will be awarded actual, special, punitive, and consequential damages in the amount to be determined by a jury, for the costs of this action, and for such other relief as this Court may deem just and proper, and that the Defendant should be held liable for all such damages.

GRUENLOH LAW FIRM
Counsel for the Plaintiff

By: s/Joseph M. Krause, Esq.
Joseph M. Krause SCBAR 101783

67 Moultrie Street, 2nd Floor
Charleston, SC 29403
(843) 577-0027
(843) 577-0721 (facsimile)
Joe@Gruenlohlaw.com

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