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APR 12 2017

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

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16 CELIA SORENSSEN, CAROLLYN SORENSSEN
17 and CONRAD SORENSSEN, as individuals and
18 as Successors-in-interest to RALPH SORENSSEN,
19 deceased

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22 **SUPERIOR COURT OF CALIFORNIA**
23 **COUNTY OF HUMBOLDT**

24 CLARITA SORENSSEN, CELIA SORENSSEN,
25 CAROLLYN SORENSSEN and CONRAD
26 SORENSSEN, as individuals and as successors-
27 in-interest to RALPH SORENSSEN, deceased,

28 Plaintiffs,

vs.

SEAVIEW REHABILITATION &
WELLNESS CENTER, LP, SEAVIEW
WELLNESS GP, LLC, ROCKPORT
HEALTHCARE SUPPORT SERVICES, LLC,
EUREKA-LET, LP, EUREKA-LET GP, LLC,
SHLOMO RECHNITZ, BRIUS LLC, BRIUS
MANAGEMENT COMPANY, INC., and
DOES 1 through 100, inclusive,

Defendants.

Case No.: DR160631

FIRST AMENDED COMPLAINT FOR
WRONGFUL DEATH; ELDER ABUSE –
NEGLECT (WELFARE AND
INSTITUTIONS CODE SECTION
15610.57); VIOLATION OF PATIENT
RIGHTS

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1 **GENERAL ALLEGATIONS**

2 1. Plaintiffs Clarita Sorensen and Celia Sorensen are residents of Humboldt
3 County, California. Plaintiff Carollyn Sorensen is a resident of the Pitt County, North Carolina.
4 Plaintiff Conrad Sorensen is a resident of Santa Clara, California. In making the claims herein,
5 plaintiffs bring this action on behalf of themselves and the decedent, Ralph Sorensen, who died
6 on January 26, 2016. Pursuant to Code of Civil Procedure §377.60, et seq., plaintiffs act as
7 personal representatives of their now deceased spouse and father. Plaintiffs have complied with
8 Code of Civil Procedure sections 364 and 377.32. In addition, plaintiffs have standing under
9 Welfare and Institutions Code §15657.3(d) to commence and maintain this action as decedent's
10 lawful heirs and have standing as individuals to bring this said cause of action for the wrongful
11 death of their spouse and father.

12 2. The sole heirs of Ralph Sorensen are:

- 13 i. Clarita Sorensen, his spouse;
- 14 ii. Celia Sorensen, his daughter;
- 15 iii. Carollyn Sorensen, his daughter; and
- 16 iv. Conrad Sorensen, his son.

17 3. Plaintiffs are informed and believe, and based thereon allege, that all times
18 mentioned herein defendant Shlomo Rechnitz was, and is, a citizen of the State of
19 California, with his principal residence in Los Angeles, California. Mr. Rechnitz is described in
20 a declaration filed under penalty of perjury by his long-time accountant, Steven Stroll, as "one
21 of the largest, if not the largest, owner and operator of skilled nursing facilities in the State of
22 California." In a letter to Defendant Rechnitz' attorney dated April 6, 2015 from the California
23 Department of Public Health (hereinafter "CDPH"), CDPH indicated that "Mr. Rechnitz
24 directly or indirectly owns or operates mores SNFS (skilled nursing facilities) than any other
25 person or entity in the state." Further, according to the California Attorney General in a filing
26 before the United States Bankruptcy Court, Central District, Santa Ana Division "Rechnitz and
27 his companies (Brius Management Company and Brius LLC) have a history of failing to
28 comply with laws and regulations enforced by the DHCS (California Department of Health

1 Care Services) and the Federal Centers for Medicare and Medicaid.”

2 4. Defendant Seaview Rehabilitation and Wellness Center, LP, (“Seaview”) is a
3 limited partnership licensed as a skilled nursing facility by the CDPH. Plaintiffs are informed,
4 and believe, based on documents filed by Seaview with the CDPH, that Seaview is 100%
5 owned by defendant Seaview Wellness GP LLC. Seaview’s agent for service of process is
6 Steven Stroll, its accountant. According to documents filed on behalf of Seaview with the State
7 of California, its principal place of business is 5900 Wilshire Blvd., Suite 1600, Los Angeles,
8 CA, 90036. Defendant Rechnitz is the only governing board member and officer of Seaview
9 disclosed in filings with the CDPH although employees of Defendant Rockport (below) have
10 filed letters with the CDPH claiming to be members of its governing body.

11 5. Defendant Seaview Wellness GP, LLC (“Seaview GP”) is a limited liability
12 company formed under the laws of the State of California. Defendant Rechnitz owns 99% of
13 Seaview GP and his wife, Tamar Rechnitz, owns the remaining 1%. Seaview GP’s agent for
14 service of process is Steven Stroll, its accountant. Its principal place of business is listed with
15 the State as 5900 Wilshire Blvd., Suite 1600, Los Angeles, CA 9036. Plaintiffs are informed
16 and believe, and based thereon allege, that Seaview GP and Seaview formed a separate limited
17 partnership in 2011 to run Seaview in which Seaview GP is the general partner.

18 6. Brius, LLC (formerly named as a defendant in the body of the original complaint
19 but not in the caption) is a limited liability company formed under the laws of the State of
20 California. According to documents filed by Brius, LLC with the California Secretary of State,
21 its sole manager and owner is defendant Rechnitz. Further, its agent for service of process is
22 Steven Stroll, its accountant, and its principal place of business is listed with the State as 5900
23 Wilshire Blvd., Suite 1600, Los Angeles, CA, 90036.

24 7. Defendant Brius Management Company, Inc. (also named as a defendant in the
25 body of the original complaint but not in the caption) is a California corporation formed under
26 the laws of the State of California. According to documents filed with the California Secretary
27 of State, its CEO is defendant Rechnitz and its CFO is also Defendant Rechnitz. According to a
28 declaration filed by Mr. Stroll under penalty of perjury in 2014, Brius Management Company is

1 “controlled by Shlomo Rechnitz.” Its agent for service of process is listed as Steven Stroll, its
2 accountant, and, once again, its principal place of business is listed as 5900 Wilshire Blvd.,
3 Suite 1600, Los Angeles, CA, 90036. Plaintiffs are informed and believe, and based thereon
4 allege, that Brius Management Company, Inc. is wholly owned by Defendant Shlomo Rechnitz
5 and his wife, Tamar Rechnitz.

6 8. Defendant Rockport Healthcare Support Services, LLC (“Rockport”) is a limited
7 liability company formed under the laws of the State of California. According to documents
8 Rockport has filed with the State of California, its manager is Steven Stroll. According to its
9 application for licensure filed with CDPH, Rockport is owned 99% by Mr. Stroll and 1% by his
10 wife, Marsha Stroll. Mr. Stroll is also its agent for service of process and its accountant, and
11 Rockport’s address, like all the other entities listed above, is 5900 Wilshire Blvd., Suite 1600,
12 Los Angeles, CA, 90036. The State of California has determined that, for cost reporting
13 purposes, defendant Rockport is a “related party” to defendant Rechnitz and the entities
14 defendant Rechnitz owns or controls.

15 9. Eureka-Let, GP, LLC is a limited liability company formed under the laws of the
16 State of California. Its sole manager is defendant Rechnitz. It is 100% owned by defendant
17 Shlomo Rechnitz and his wife, Tamar Rechnitz (99% defendant and 1% Mrs. Rechnitz). It, in
18 turn, is the 100% owner of Eureka-Let LP. Its agent for service of process and its accountant is
19 Steven Stroll, and its business is listed as 5900 Wilshire Blvd., Suite 1600, Los Angeles, CA,
20 90036.

21 10. Eureka-Let, LP is a limited partnership formed under the laws of the State of
22 California. Eureka Let, LP is 100% owned by Eureka-Let GP, LLC which, in turn, is owned by
23 defendant Rechnitz and Tamar Rechnitz (99% to 1%). Eureka-Let, LP leases all five Humboldt
24 County skilled nursing facilities from SHG Resources, LP through a “master lease.” The lease
25 indicates that these facilities and Eureka-Let, LP are to be considered as a “single,
26 integrated...economic unit.” Eureka-Let, LP in turn sublets the Seaview facility to Seaview and
27 Seaview GP. The person signing the sublease on behalf of Seaview and Seaview GP is
28 defendant Rechnitz. Defendant Rechnitz also signed the sublease on behalf of Eureka-Let LP.

1 The agent for service of process for Eureka-Let, LP, and its accountant, is Steven Stroll and its
2 principal place of business is 5900 Wilshire Blvd, Suite 1600, Los Angeles, CA 90036.

3 11. The true names and capacities, whether individual, corporate, associate, or
4 otherwise, of the defendants named herein as Does 1 through 100, inclusive are presently
5 unknown to the plaintiffs. On information and belief, each of the defendants designated as a
6 “Doe” is legally responsible for the events or injuries alleged herein, and proximately caused
7 the damages described.

8 12. In owning, operating, managing, and/or supervising the subject facility,
9 defendants and DOES 1 through 100, inclusive, and each of them, held themselves out to the
10 general public, and Ralph Sorensen in particular, as being in compliance with all applicable
11 federal and state laws.

12 13. On information and belief, at all times mentioned herein each defendant was the
13 agent, partner, joint venturer, representative, and/or employee of the remaining defendants and
14 was acting within such agency, partnership, joint venture or employment.

15 **PURCHASE OF THE HUMBOLDT COUNTY NURSING HOME FACILITIES**
16 **BY SHLOMO RECHNITZ AND HIS RELATED ENTITIES**

17 14. In 2010, there were five skilled nursing facilities in Humboldt County: Eureka
18 Rehabilitation, Pacific Rehabilitation, Seaview Rehabilitation, Granada Rehabilitation, and St.
19 Luke’s Rehabilitation. Though nominally separate entities, all were owned and operated by
20 Skilled Healthcare Group, Inc. In July of 2010, a verdict was returned against Skilled
21 Healthcare Group, Inc., Skilled Healthcare, LLC, and the five above Humboldt County
22 facilities, among others. Thereafter, as part of the verdict, the Humboldt County Superior Court
23 entered an injunction against Skilled Healthcare Group, Inc. and the five Humboldt County
24 entities requiring those entities to increase their staffing levels to meet minimum state staffing
25 standards. The effective date for the injunction to begin was February 2011.

26 15. In order to avoid compliance with the injunction, Skilled Healthcare Group, Inc.
27 decided to sell all of the Humboldt County facilities. According to a Skilled Healthcare press
28 release dated March 4, 2011, it sold all five entities to “Brius Healthcare.” Purported officers of

1 Brius have indicated at various times that “Brius Healthcare” is a dba of Brius, LLC and/or
2 Brius Management Company, Inc. The press release quotes defendant Rechnitz, as the owner
3 and chief executive officer of Brius Healthcare, indicating that “our company is looking forward
4 to working together with the medical community in Humboldt County to deliver the excellent
5 physical care Brius is known for.”

6 16. In the Spring of 2011, attorneys who claimed to represent defendants Brius
7 Healthcare and defendant Rechnitz met with Paul Gallegos, the then District Attorney for
8 Humboldt County. At that meeting, counsel for defendants indicated their belief that, because
9 “Brius” was a separate entity from Skilled Healthcare, it was no longer required to comply with
10 the injunction entered against Skilled Healthcare Group and the five Humboldt County
11 facilities. Mr. Gallegos, in turn, indicated that he didn’t care who owned the facilities, that if
12 the kind of understaffing that had occurred under Skilled Healthcare Group continued at the
13 facilities, “someone is going to go to jail.”

14 17. In April 2011, defendant Rockport entered into a management contract with
15 Seaview, signed by defendant Rechnitz on behalf of Seaview and Seaview GP and Steven Stroll
16 on behalf of Rockport, to furnish healthcare management services to Seaview. Pursuant to the
17 terms of the contract, Rockport agrees to be “fully responsible for the daily operations of
18 Facility” and to “ensure that the Facility complies with all statutes and regulations pertaining
19 thereto.” At the time of entry into the contract, Rockport was not a licensed healthcare
20 management company as required by Health and Safety Code §1253. In 2014, defendant
21 Rockport applied to the California Department of Public Health for licensure. That application
22 was never granted. While Rockport continues to provide healthcare management services to
23 Seaview, to date, it remains unlicensed to do so. Defendant Rechnitz, as the ultimate owner of
24 Seaview and its sole manager, is aware, and has been aware since 2011, of the lack of licensure
25 of Rockport and that its use as a management company is improper and in violation of the law.
26 Defendant Rechnitz nevertheless continues to utilize Rockport to run Seaview.

27 **DEFENDANTS ARE ALTER-EGOS OF ONE ANOTHER AND FORM**
28 **PART OF A SINGLE ENTERPRISE**

1 18. There is sufficient unity of interest and ownership among the defendants, and
2 between each of them, such that acts of one are for the benefit and can be imputed to the acts of
3 the others. While defendants have formed multiple corporations, LLCs, and limited and general
4 partnerships, they in fact act as one entity and, ultimately, are all completely owned and
5 controlled by defendant Rechnitz.

6 19. As noted above, all of the named business entity defendants have the same
7 address and the same agent for service of process. All of the defendants used the same
8 accountant. Plaintiffs are informed and believe, and based thereon allege, that all transactions
9 between the entities are part of one general ledger. All of the defendants, except Rockport, can
10 be traced back through the various ownership trails to ultimately be owned and controlled by
11 either defendant Rechnitz, individually, or in conjunction with a 1% interest by his wife, Tamar.

12 20. Rockport is allegedly owned by defendant Rechnitz's long-time accountant,
13 Steven Stroll, who also acts as the agent for service of process and accountant for over 200
14 other entities owned by defendant Rechnitz. Stroll has testified that he has an oral agreement
15 with Rechnitz that Rechnitz-related skilled nursing facilities will use Rockport for management
16 services. Plaintiffs are informed and believe, and based thereon allege, that ultimate control and
17 ownership of Rockport is by and through defendant Rechnitz.

18 21. In the fall of 2016, "Brius" threatened to close three of its five Humboldt County
19 skilled healthcare facilities, including Seaview, if the State Medi-Cal provider, Partnership
20 HealthPlan of California ("PHC") did not increase its reimbursement rates. In an "open letter"
21 signed by "Brius" dated on or about September 30, 2016, entitled "Dear Community Members,"
22 it wrote regarding its plan to close three of the five skilled nursing facilities in Humboldt
23 County, including Seaview. The letter refers to the facilities in question as "our" facilities and
24 claims that "Brius" had sustained a loss of \$5 million running the facilities, describes what
25 "Brius" did to improve staffing at the five Humboldt County facilities, and finally indicates that
26 "Brius" intended to close those facilities. The letter complained of the lack of qualified staff in
27 Humboldt County and indicated that this was negatively impacting "Brius." It went on to state
28 what "we" (Brius) had done to help solve the staffing problem and signed the letter in question

1 “Brius.” The open letter did not indicate which “Brius” entity had written the letter but
2 defendant Rechnitz said in an interview with the Lost Coast Outpost that the letter was written
3 by him. Separately, according to a news article quoting defendant Rechnitz, he referred to the
4 five Humboldt facilities as “our facilities.” Further, defendant Rechnitz indicated he had
5 negotiated with PHC to sell “my facilities” to PHC.

6 22. Simultaneously, Rockport, purporting to act on behalf of the three facilities
7 slated for closure, including Seaview, submitted closure plans to CDPH and acted as agent for
8 defendant Rechnitz for all communications with the CDPH regarding those closure plans.

9 23. In November 2016, defendant Rechnitz wrote a statement to the press from
10 “Shlomo Rechnitz, Brius Healthcare” (which Brius entity again is not disclosed) indicating that
11 “we are rescinding our closure plans for Seaview Rehabilitation and Wellness Center and
12 Eureka Rehabilitation and Wellness Center....” The statement goes on to indicate they were
13 withdrawing the applications for closure, except as to Pacific “despite the enormous financial
14 difficulty that we will sustain as a result....” (emphasis added.)

15 24. Further, in 2014, in an attempt to purchase a number of other skilled nursing
16 facilities out of bankruptcy, Steven Stroll filed a declaration in which he appeared to use the
17 terms Rechnitz and “Brius Management Company” interchangeably. Beth Garver, Senior Vice
18 President of Rockport, also filed a declaration in the same matter indicating that “(w)ith respect
19 to certain skilled nursing facilities owned or controlled by Shlomo Rechnitz (the “Rechnitz
20 facilities”), Shlomo Rechnitz utilizes the services of Rockport for management.”

21 SEAVIEW IS UNDERCAPITALIZED

22 25. In the fall of 2016, defendant Rechnitz issued a statement to the press indicating
23 that “he” had tried to give away all five Humboldt County facilities, including Seaview, but that
24 no one would take them. Additionally, in the “open letter” referenced in paragraph 21, “Brius”
25 indicated it “had offered these facilities for free to anybody who wanted them.” Separately, the
26 last available cost report from the CDPH for the budget year 2015 indicated Seaview’s total net
27 worth to be \$60,896. Thus, it is apparent that Seaview is undercapitalized for its risk exposure.
28 In the interim, Brius Management Company, Inc., in its attempt to purchase additional facilities,

1 filed a declaration in bankruptcy court in 2014 indicating it had total assets of over 76 million
2 dollars. Plaintiffs are informed and believe, and based thereon allege, that a major reason for
3 the undercapitalization of Seaview is that its profits are stripped away by the multiple other
4 Rechnitz-owned or controlled entities. For example, according to Defendant Rechnitz, Eureka-
5 Let LLP rents the Seaview facility from SHG, Inc. for \$500 a month per bed, for a total of
6 \$594,000 per year. Simultaneously, in what amounts to a paper transaction, it rents the same
7 property to Seaview for over \$800,000 per year. The Long-Term Care Facility Integrated
8 Disclosure and Medi-Cal Cost Report for 2015 (“CSHPD Report”) discloses a charge of
9 \$42,000 for “administrative supervisor” by “Boardwalk Financial Services LLC” which, in turn
10 is a limited liability company owned by defendant Rechnitz. Plaintiffs are informed and
11 believe, and based thereon allege, that this is simply another paper transaction by defendant
12 Rechnitz to strip funds from the facility. Seaview also buys its supplies from Twin Med, LLC
13 which is owned by Defendant Rechnitz and his twin brother, Steve. It also appears that yet
14 another entity controlled by Defendant Rechnitz, YTR Capital LLC, loans money to the facility
15 for its operations and, yet another entity, Eureka Rehabilitation Center LLC-1131 owns the
16 fixtures. Thus, it would appear that Seaview doesn’t even own its residents’ beds.

17 **TO NOT TREAT THE DEFENDANTS AS ALTER-EGOS**
18 **WOULD WORK AN INJUSTICE**

19 26. Injustice will result if the Court does not disregard the fiction of the separate
20 corporate entities that the defendants have constructed to conceal and misrepresent the identity
21 of the responsible party and the ultimate ownership, control, and operation of Seaview.

22 27. Plaintiffs are informed and believe and based thereon allege that the defendants
23 created the corporate maze set forth above for the express purpose of allowing those who
24 actually make the decisions regarding care at Seaview to avoid responsibility and so that those
25 who are actually responsible for the lack of care at the facility can avoid liability.

26 **DEFENDANTS ROCKPORT, SEAVIEW, BRIUS LLP, BRIUS MANAGEMENT**
27 **COMPANY, INC., AND RECHNITZ FURTHER ARE PART OF A CONSPIRACY TO**
28 **VIOLATE THE LAW IN ORDER TO INCREASE PROFITS**

1 28. At various times throughout 2015 and 2016, defendants Seaview, Rockport,
 2 “Brius” (both Brius LLC and/or Brius Management Company), and Rechnitz have each
 3 indicated that they have control over the staffing and nursing services provided (or not
 4 provided) at Seaview.

5 29. In multiple press releases in 2015 and 2016, defendants Seaview, “Brius,”
 6 Rockport, and Rechnitz claimed that they could not hire sufficient qualified staff to care for the
 7 residents because they had insufficient funds to do so. Defendants knew at the time that the
 8 failure to have sufficient staff at Seaview to meet the needs of the residents was a violation of
 9 both state and federal law, was a violation of patient rights, and could and would unreasonably
 10 endanger residents. Nevertheless, in order to place pressure on PHC to raise reimbursement
 11 rates, defendants Seaview, Brius LLC, and/or Brius Management Company, Inc., Rockport, and
 12 Rechnitz conspired to inadequately staff the Seaview facility in order to increase profits.

13 30. According to Medicare.gov “the Official U.S. Government site for Medicare”
 14 the quality of care at Seaview is rated “Much Below Average.” Specifically, as to the quality of
 15 staffing, it indicates:

	SEAVIEW REHABILITATION & WELLNESS CENTER, LP	CALIFORNIA AVERAGE	NATIONAL AVERAGE
Total number of residents	56	84.3	85.9
Total number of licensed nurse staff per hours per resident per day	18 minutes	1 hour and 57 minutes	1 hour and 42 minutes
RN hours per resident per day	18 minutes	53 minutes	50 minutes
PLN/LVN hours per resident per day	0 minutes	1 hour and 4 minutes	51 minutes
CNA hours per resident per day	3 hours and 8 minutes	2 hours and 41 minutes	2 hours and 28 minutes
Physical Therapy staff hours per resident per day	3 minutes	8 minutes	6 minutes

1 34. It is well known and has been expressly noted by the California Legislature due
2 to its adoption of Welfare and Institutions Code §1560(a)-(d) that the elderly segment of the
3 population is particularly subject to various forms of abuse and neglect. Physical infirmity or
4 mental impairment, such as those experienced by Ralph Sorensen, often place the elder in a
5 dependent and vulnerable position. At the same time, such infirmity and dependence leave the
6 elderly, such as Ralph Sorensen, incapable of asking for help or protection.

7 35. Recognizing the problems described in the preceding paragraph, the California
8 legislature promulgated the Elder Abuse and Dependent Adult Civil Protection Act
9 (“EADACPA”). This act is codified in Welfare and Institutions Code §15600. Pursuant to
10 additions, the California legislature found and declared that infirm, elderly, and dependent
11 adults are a disadvantaged population, and that few civil cases are brought in connection with
12 their abuse due to the problems of proof and delays, plus the lack of incentive to prosecute such
13 suits.

14 36. The EADACPA defines an “elder” as any person residing in California who is an
15 adult sixty-five (65) years of age or older.

16 37. As further defined under EADACPA, “abuse of an elder” is either:

17 (a) Physical abuse, neglect, financial abuse, abandonment, isolation,
18 abduction, or other treatment with resulting physical harm or pain or
19 mental suffering; or

20 (b) The deprivation by a care custodian of goods or services necessary to
21 avoid physical harm or mental suffering. (Welfare & Institutions Code
22 §15610.07.)

23 38. The Welfare and Institutions Code §15610.57 defines “neglect” as: “The
24 negligent failure of any person having the care or custody of an elder or a dependent adult to
25 exercise that degree of care that a reasonable person in a like position would exercise.” (Welfare
26 & Institutions Code §15610.57(a)(1).) Under the code, neglect includes but is not limited to:

27 (a) Failure to provide medical care for physical or mental health needs; and

28 (b) Failure to protect from health and safety hazards.

1 (Welfare & Institutions Code §15610.57(b).)

2 **RALPH SORENSEN'S INJURIES**

3 39. On November 18, 2015, Ralph Sorensen was admitted to Seaview for skilled
4 nursing services and rehabilitation following an aortic valve replacement. He was 76 years of
5 age.

6 40. At the time of his admission to Seaview, Ralph Sorensen did not have
7 Methicillin-resistant Staphylococcus aureus ("MRSA") or a decubitus ulcer on his ischial
8 tuberosity (sitz bone).

9 41. That same day, Seaview developed a Resident Care Plan with respect to Ralph
10 Sorensen's skin, as he was at risk for skin breakdown or ulcer formation. Seaview was to
11 monitor for signs and symptoms of infection. As Ralph Sorensen was incontinent, his care plan
12 also included observing his skin for any abnormalities during toileting and/or changing.

13 42. Seaview also determined that Ralph Sorensen was at risk for weight loss, and as
14 a result, it was to weigh Ralph Sorensen every week.

15 43. While at Seaview, Ralph Sorensen spent most of his day in a wheelchair and was
16 taken to bed after lunch. Evening staff got him up and put him back to bed after dinner.
17 Prolonged time in his wheelchair attributed to a more rapid skin breakdown, and Ralph
18 Sorensen's care plan did not provide for redistributing devices for his chair and bed (which
19 would have provided alternating pressure and prevented pressure ulcers). Nor did the facility
20 have sufficient nursing staff as required by California and federal law to ensure that Ralph
21 Sorensen received the care identified in his care plan or as required due to his acuity.

22 44. Laws applicable to skilled nursing facilities such as Seaview provide that (1) a
23 resident who enters the facility without a pressure ulcer does not develop one unless the clinical
24 condition demonstrates that such an injury is unavoidable, and (2) a resident having pressure
25 ulcers receives necessary treatment and services to promote healing, prevent infection, and
26 prevent new sores from developing.

27 45. A pressure ulcer is a lesion caused by unrelieved pressure that results in damage
28 to the underlying tissue. They occur when pressure has impaired circulation to the tissue.

1 Critical steps in pressure ulcer prevention and healing include identifying residents at risk,
2 identifying risk factors due to the resident's condition, removing risk factors where possible,
3 implementing individualized interventions, monitoring the impact of interventions, and
4 modifying interventions where appropriate. Among the risk factors for pressure ulcers are
5 impaired or decreased mobility and decreased functional ability, cognitive impairment,
6 exposure of skin to urinary and fecal incontinence, and nutrition and hydration deficits.

7 46. Throughout his stay at Seaview, Ralph Sorensen never once received a shower or
8 a bath. His weight was not monitored regularly, his nutrition intake was not recorded, and
9 regular assessments of Ralph Sorensen's skin were not made as required of his care plan.

10 Plaintiffs are informed and believe, and based thereon allege that defendants failed to
11 meet the regulatory requirement that a licensed skilled nursing facility employ and have on duty
12 sufficient staff in number and qualifications to provide the necessary nursing services for
13 admitted residents.

14 47. On December 2, 2015, a Certified Nurse Assistant ("CNA") first noticed a
15 pressure ulcer on Ralph Sorensen's right buttock. The ulcer was reported to a licensed nurse on
16 duty, but neither Mr. Sorensen's family nor his physician was told about the ulcer.

17 48. On December 5, 2015, another licensed nurse at Seaview saw the ulcer on Mr.
18 Sorensen's buttock during the evening shift. The nurse failed to measure or document the
19 wound, only passing the information on to the night nurse at Seaview. Neither Mr. Sorensen's
20 family nor physician were told of the wound.

21 49. That same date, Mr. Sorensen began running a fever.

22 50. On December 6, 2015, Mr. Sorensen's temperature rose to 101 degrees
23 Fahrenheit and he began to have tremors in his hands and arms.

24 51. On the morning of December 7, 2015, Mr. Sorensen's fever rose to 102 degrees
25 Fahrenheit, and his tremors increased. That same date, Seaview first charted an "abscess" on a
26 "non-pressure skin report" on Ralph Sorensen's right ischial tuberosity (sitz bone).

27 52. On December 8, 2015, Ralph Sorensen was transferred via ambulance to St.
28 Joseph Hospital of Eureka due to continued fever and possible sepsis. According to the

1 ambulance records, a licensed nurse at Seaview told responders that Ralph Sorensen had a Stage
2 IV pressure ulcer on his coccyx. When Ralph Sorensen arrived at St. Joseph Hospital of
3 Eureka, it was determined that he had MRSA and a Stage IV decubitus ulcer on his sitz bone
4 with clear necrotic tissue. The wound measured 6.52 cm in length, with 100% non-viable tissue
5 in the wound bed, which required excisional debridement (the surgical cutting away of necrotic
6 tissue).

7 53. After lengthy treatment to save his life, Ralph Sorensen died on January 27,
8 2016.

9 54. On August 16, 2016, the CDPH issued two Class A citations to Seaview, for (1)
10 failing to report the change in Ralph Sorensen's status to his physician and family and (2)
11 failing to provide treatment for or prevent a pressure sore.

12 A Class A violation is defined as a violation of statute or regulation which
13 presents either (1) imminent danger that death or serious harm will result, or (2) a substantial
14 probability of death or serious injury.

15 55. Additionally, plaintiffs are informed and believe, and based thereon allege that
16 Seaview has a history of failing to follow infection control best practices and placing residents'
17 health and lives at risk.

18 **FIRST CAUSE OF ACTION FOR VIOLATION OF PATIENT'S RIGHTS PURSUANT**
19 **TO HEALTH AND SAFETY CODE §1430(b)**

20 56. Plaintiffs refer to and incorporate herein by reference all preceding paragraphs
21 above as though fully set forth herein.

22 57. Pursuant to Health and Safety Code §1430(b), in addition to all other remedies
23 provided by law, plaintiffs are entitled to statutory damages against defendants for violation of
24 Ralph Sorensen's rights, as well as costs and attorneys' fees incurred in this proceeding.

25 58. Health and Safety Code §1430(b) provides in relevant part that a former resident
26 of a skilled nursing facility may bring an action against the licensee of a facility who violates
27 any of the rights of the residents as set forth in the Patient's Bill of Rights.

28 59. Under federal law, a nursing home resident has the right to receive necessary

1 care and services to attain or maintain the highest practicable physical, mental, and
2 psychological wellbeing. 42 U.S. Code 1396r(b); 22 CFR §483.26; 22 CFR §72315.

3 60. Under California law, a resident has a right to assurance that the nursing home
4 employ an adequate number of qualified personnel. Health and Safety Code §1599.1(a); 22
5 CCR §72501(e).

6 61. Further, under Health and Safety Code §1276.5, the facility shall provide at least
7 3.2 nursing hours per patient day.

8 62. At the time of his stay at Seaview, Ralph Sorensen was an elderly resident of
9 defendants' skilled nursing facility and, as such, was entitled to the protection of the Nursing
10 Home Patient's Bill of Rights. Defendants, as owners, operators, managers, and alter-egos of
11 the subject licensee had a mandatory duty to ensure that Ralph Sorensen's rights were not
12 violated.

13 63. Plaintiffs are informed and believe that at all times while decedent Ralph
14 Sorensen was in the facility, the facility failed to have sufficient staff to provide for the physical
15 wellbeing of decedent, failed to have adequate staff to meet the needs of the residents, including
16 decedent, and failed to staff the facility at the minimum requirements of 3.2 nursing hours per
17 patient day in violation of his rights.

18 64. Plaintiffs will seek to amend this cause of action or add additional causes of
19 action once the specific number of days in which the facility failed to have sufficient staff are
20 known.

21 WHEREFORE plaintiffs pray for damages as hereinafter set forth.

22 **SECOND CAUSE OF ACTION FOR VIOLATION OF PATIENT RIGHTS PURSUANT**
23 **TO HEALTH AND SAFETY CODE §1430(b)**

24 65. Plaintiffs refer to and incorporate herein by reference all preceding paragraphs
25 above as if fully set forth herein.

26 66. Under Health and Safety Code §1599.1(b), the decedent had a right to receive
27 care to prevent bedsores and a right to clean bed and bathrooms that were in good condition.
28 42 CFR §483.15(h)(3).

1 67. Plaintiffs are informed and believe, and based thereon allege, that the defendants,
2 and each of them, failed to fulfill those rights.

3 68. As a result, Ralph Sorensen was deprived of his rights under the law.

4 WHEREFORE plaintiffs pray for damages as hereinafter set forth.

5 **THIRD CAUSE OF ACTION FOR VIOLATION OF PATIENT RIGHTS PURSUANT**
6 **TO HEALTH AND SAFETY CODE §1430(b)**

7 69. Plaintiffs refer to and incorporate herein by reference all preceding paragraphs
8 above as though fully set forth herein.

9 70. Decedent, as a resident of a nursing over the age of 65, had a right to be treated
10 with dignity and respect. 42 CFR §483.10, 483.15(a); 22 CCR §72527(a)(11). The conduct of
11 defendants, as previously alleged, failed to treat plaintiff with the dignity and respect to which
12 he was entitled under the law.

13 71. As a result, Ralph Sorensen was deprived of his rights under the law.

14 WHEREFORE plaintiffs pray for damages as hereinafter set forth.

15 **FOURTH CAUSE OF ACTION FOR WRONGFUL DEATH**

16 72. Plaintiffs refer to and incorporate herein by reference all preceding paragraphs
17 above as though fully set forth herein.

18 73. At all times mentioned herein Defendants, as alter-egos and/or agents, owed a
19 duty to use ordinary care and such other care as required by law, in the treatment and protection
20 of their patient, Ralph Sorensen.

21 74. At the time of Ralph Sorensen's residency at Seaview, there were also statutory
22 and regulatory duties which set forth the standard of care required at the facility, including but
23 not limited to:

- 24 a) Provide adequate monitoring, assessment and re-assessment of his
25 condition as set forth in 22 CCR Sect. 72311 and 420 CFR §483.20;
26 b) Assure that the facility had adequate qualified personnel to care for Mr.
27 Sorensen. Health and Safety Code §1599.1(a);
28

1 c) Assure adequate care to prevent bedsores. Health and Safety Code
2 §1599.1(b).

3 75. Defendants failed to use that degree of care that a reasonable person would use in
4 providing for the basic needs and treatment of Ralph Sorensen and failed to comply with the
5 basic statutory and regulatory standards of care.

6 76. As a result of the wrongful conduct, abuse and neglect as detailed above Ralph
7 Sorensen sustained a Stage 4 pressure ulcer which, in turn became infected, causing his death
8 on January 26, 2016.

9 77. Prior to his death, the decedent was the spouse of plaintiff Clarita Sorensen and
10 the father of plaintiffs Celia Sorensen, Carollyn Sorensen, and Conrad Sorensen.

11 78. As a result of the acts of defendants and DOES 1 through 100, inclusive, and
12 each of them, as alleged above, Ralph Sorensen died, and plaintiffs have lost the love,
13 companionship, comfort, affection, and society of their spouse and father, for which plaintiffs
14 seek general damages.

15 79. As a further result of the acts of the defendants, and each of them, as alleged
16 above, the decedent's family incurred funeral and burial expenses for the burial of Ralph
17 Sorensen, for which the plaintiffs seek special damages.

18 80. As an additional result of the acts of the defendants, and each of them, as alleged
19 above, the decedent's family incurred the loss of a care provider for Ralph Sorensen's wife, for
20 which the plaintiffs also seek special damages.

21 WHEREFORE plaintiffs pray for damages as hereinafter set forth.

22 **FIFTH CAUSE OF ACTION FOR ELDER ABUSE**

23 81. Plaintiffs refer to and incorporate herein by reference all preceding paragraphs
24 above as though fully set forth herein.

25 82. During Ralph Sorensen's residency at Seaview, he was (a) older than 65 years of
26 age and (b) in the care and custody of defendants and an "elder" as that term is defined in
27 Welfare and Institutions Code §15610.27.

1 83. Welfare and Institutions Code §15610. 67 specifically defines “neglect” for
2 purposes of the EADACPA to mean either “(a) physical abuse, neglect, ... or other treatment
3 with resulting physical harm or mental suffering or (b) the deprivation by a care custodian of
4 goods or services that are necessary to avoid physical harm or mental suffering.”

5 84. Defendants, and each of them, had a duty, under applicable federal and state laws
6 (which were designed for the protection and benefit of residents such as Ralph Sorensen) to
7 provide for and to protect Ralph Sorensen’s health and safety. Defendants, and each of them,
8 also had a common-law duty to provide for the health and welfare of Ralph Sorensen. Without
9 limiting the generality of the foregoing, defendants had, among other duties, the duty with
10 respect to Ralph Sorensen’s health and welfare to:

- 11 a. Protect Ralph Sorensen from sustaining injuries to his person;
- 12 b. Monitor and accurately record Ralph Sorensen’s condition, and notify the
13 attending physician and family members of any meaningful change in his
14 condition;
- 15 c. Note and properly react to emergent conditions;
- 16 d. Establish and implement a care plan for Ralph Sorensen, based upon, and
17 including, an ongoing process of identifying his health and care needs
18 and making sure that such needs were timely met;
- 19 e. Accurately monitor and provide for Ralph Sorensen’s health, comfort and
20 safety;
- 21 f. Maintain accurate records of Ralph Sorensen’s condition and activities;
- 22 g. Adopt, observe, and implement written infection control policies;
- 23 h. Maintain in number and qualification sufficient staff to meet residents’
24 needs; and
- 25 i. Treat Ralph Sorensen with dignity and respect, without abuse.

26 85. Additionally, Title 22 CCR §72311(a)(3) required Seaview to promptly notify
27 Ralph Sorensen’s healthcare practitioner of “[a]ny sudden and/or marked adverse change in
28 signs, symptoms or behavior exhibited by a patient,” and 22 CCR §72315(f) required Seaview

1 to prevent decubiti formation and progression and notify a physician “when a decubitus ulcer
2 first occurs...” 22 CCR §72315(f) provides that nursing home residents are to be provided
3 good hygiene. And, 22 CCR §72329.1 requires specific levels and types of nursing staff to
4 meet resident needs. Plaintiffs are informed and believe, and based thereon allege, that the
5 defendants had a custom and practice of violating all of these regulations.

6 86. During Ralph Sorensen’s residency at Seaview, defendants, and each of them, as
7 agents, alter-egos and co-conspirators failed to use the degree of care that a reasonable person in
8 the same situation would have used in protecting Mr. Sorensen from health and safety hazards.
9 Defendants, and each of them, declined to provide Mr. Sorensen with appropriate assessment
10 with respect to his risk of skin breakdown and failed to practice infection control within the
11 facility. Defendants, and each of them, deliberately did not staff Seaview in such a way as to
12 permit Seaview employees to properly care for Mr. Sorensen or maintain and implement
13 infection control measures. Defendants’ deliberate decision was part of an effort to avoid
14 increased labor costs during Mr. Sorensen’s continued residency. As a result, defendants
15 withheld care from Mr. Sorensen and deliberately disregarded Mr. Sorensen with the high
16 degree of probability that injury to Mr. Sorensen and other residents would result. Defendants’
17 actions were a conscious choice of a course of action with respect to Mr. Sorensen’s risk
18 assessment and the determination of his needs, with knowledge of the serious danger in which
19 Mr. Sorensen was placed as a result of such actions. Additionally, defendants represented in
20 billing records that Mr. Sorensen received some of the highest levels of care and therapy
21 available at a skilled nursing facility licensed as Seaview is, but defendants failed to provide
22 such care, choosing instead to provide some level of care less than needed and less than that for
23 which it charged. Defendants’ decision to provide levels of care less than needed but represent
24 that ultimate care was provided was defendants’ conscious decision, made with knowledge of
25 the serious danger in which Mr. Sorensen was placed as a result such decisions. Defendants’
26 decisions to offer care less than needed but bill for higher levels of care than were provided
27 were decisions made by management and ratified by all defendants, including Seaview.

1 10. For such other and further relief as the Court may deem just and
2 proper.
3

4 Dated: April 12, 2017

JANSSEN MALLOY LLP

6
7 By: 

8 W. Timothy Needham,
9 Attorneys for Clarita Sorensen, Celia
10 Sorensen, Carollyn Sorensen and Conrad
11 Sorensen, as individuals and as Successors-in-
12 interest to Ralph Sorensen
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1 **PROOF OF SERVICE**

2 I am a citizen of the United States and a resident of the County of Humboldt, over the age
3 of eighteen years and not a party to or interested in the within entitled cause. My business
4 address is 730 Fifth Street, Eureka, California, 95501.

5 On April 12, 2017, I served the following documents:

6 **FIRST AMENDED COMPLAINT FOR WRONGFUL DEATH;**
7 **ELDER ABUSE – NEGLECT (WELFARE AND INSTITUTIONS**
8 **CODE SECTION 15610.57); VIOLATION OF PATIENT RIGHTS**

9 [X] [BY MAIL] By placing a true copy thereof enclosed in a sealed envelope, addressed as
10 shown below and placing the envelope for collection and mailing on the date and at the
11 place shown below, following our ordinary business practices. I am readily familiar with
12 this business' practice for collecting and processing correspondence for mailing. On the
13 same day that correspondence is placed for collection and mailing, it is deposited in the
14 ordinary course of business with the United States Postal Service in a sealed envelope
15 with postage fully prepaid.

14 Rima M Badawiya
15 James E. Yee
16 LEWIS BRISBOIS BISGAARD & SMITH LLP
17 650 East Hospitality Lane, Suite 600
18 San Bernardino, CA 92408

17 Kim M. Wells
18 LEWIS BRISBOIS BISGAARD & SMITH LLP
19 2020 West El Camino Avenue, Suite 700
20 Sacramento, CA 95833

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct, and that this declaration was executed on April 12, 2017 at Eureka,
23 California.

24 
25
26 Linda Demant