

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michelle Williams Court

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11 Attorneys for Plaintiffs

12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF LOS ANGELES

14
15 JACKIE SALDANA, CELIA SALDANA,
16 RICARDO SALDANA JR., and MARIA
17 SALDANA, as individuals and as successors
18 and heirs of RICARDO SALDANA,
19 deceased,

20 Plaintiffs,

21 vs.

22 GLENHAVEN HEALTHCARE LLC, a
23 California corporation; CARAVAN
24 OPERATIONS CORP., a California
25 corporation; MATTHEW KARP, an
26 individual; BENJAMIN KARP, an
27 individual, and DOES 1 through 100,
28 inclusive,

Defendants.

Case No.: 20STCV19417

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

1. Elder Abuse;
2. Willful Misconduct;
3. Negligence; and
4. Wrongful Death.

1 Plaintiffs allege with respect to their own acts and on information and belief with respect
2 to all other matters:

3
4 **GENERAL ALLEGATIONS**

5 **1.**

6 **INTRODUCTION**

7 1. This is a case about profits over people. The Saldana family trusted the Glenhaven
8 Healthcare nursing home to care for and protect Ricardo Saldana. Glenhaven grossly betrayed
9 their trust. During the midst of the deadly coronavirus pandemic, Glenhaven intentionally
10 concealed that a working staff member had been heavily exposed to the coronavirus while
11 prohibiting its staff members from wearing masks and gloves. As a result, roughly ten patients,
12 including Ricardo Saldana, were infected with the coronavirus and died.

13 2. Ricardo Saldana's wife and children bring this action against Glenhaven for
14 Ricardo's wrongful death. Glenhaven took intentional and cruel actions in its response, and lack
15 thereof, to the coronavirus until it was too late. It failed to provide any protective equipment such
16 as masks to employees, prohibited employees from bringing or wearing their own protective
17 equipment, and went so far as to lock up protective equipment that the local fire department
18 delivered. Glenhaven took no precautions to identify or isolate employees or residents infected
19 with or exposed to the virus. To the contrary, it concealed its knowledge that an employee had
20 been exposed to the virus for roughly two weeks and had the employee interact with other
21 employees and residents. Similarly, it moved a resident who was exposed to the virus into
22 Ricardo's room without telling Ricardo or his family.

23 3. Glenhaven sought to avoid scrutiny from local regulators, to save money, and to
24 minimize the knowledge of existence of the virus to the residents and employees until it was too
25 late. As a result, the virus ran rampant through Glenhaven's facility, infecting residents and
26 employees.

THE PARTIES

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3 4. Decedent Ricardo Saldana (“Ricardo”) resided, at all times herein mentioned, in
4 Los Angeles County. While alive, Ricardo lived for the last approximately six years of his life in
5 the Glenhaven Healthcare nursing home in Glendale, California. He died from the coronavirus
6 on or about April 13, 2020.

7 5. Plaintiff Celia Saldana (“Celia”) resides, now and at all times herein mentioned, in
8 Los Angeles County. Ricardo is Celia’s late husband.

9 6. Plaintiff Jackie Saldana (“Jackie”) resides, now and at all times herein mentioned,
10 in Los Angeles County. Ricardo was Jackie’s father.

11 7. Plaintiff Ricardo Saldana Jr. (“Ricardo Jr.”) resides, now and at all times herein
12 mentioned, in Los Angeles County. Ricardo was Ricardo Jr.’s father.

13 8. Plaintiff Maria Saldana (“Maria”) resides, now and at all times herein mentioned,
14 in Los Angeles County. Ricardo was Maria’s father.

15 9. Ricardo has no other living immediate relatives other than Celia, Jackie, Ricardo
16 Jr. and Maria (collectively the “Plaintiffs”). Plaintiffs are the successors in interest to the
17 Decedent Ricardo Saldana and with this complaint is an executed affidavit in compliance with
18 CCP § 377.32, and thereby proceeds as successor in interest to the claims of Decedent Ricardo
19 Saldana as stated herein, and brings this action as individuals as such. See Declaration of Jackie
20 Saldana attached as Exhibit 1. Plaintiffs brings this combined survival action on behalf of
21 Ricardo’s estate and also this wrongful death action under the provisions of Code of Civil
22 Procedure § 377.60 which provides that Plaintiffs, as the personal representative of the Decedent,
23 may bring this wrongful death action on behalf of the decedent’s heirs: “A cause of action for the
24 death of a person caused by the wrongful act or neglect of another may be asserted by ... by the
25 decedent’s personal representative on their behalf.”

26 10. Defendant Glenhaven Healthcare, LLC (“Glenhaven”) is, and at all relevant times
27 was, a corporation duly organized and existing under and by virtue of the laws of the State of
28 California and authorized to transact and transacting business in the State of California, with its
headquarters in the County of Los Angeles.

1 11. Defendant Caravan Operations Corp. (“Caravan”) is, and at all relevant times was,
2 a corporation duly organized and existing under and by virtue of the laws of the State of
3 California and authorized to transact and transacting business in the State of California, with its
4 headquarters in the County of Los Angeles.

5 12. Defendant Matthew Karp is, and at all relevant times was, a resident of the County
6 of Los Angeles.

7 13. Defendant Benjamin Karp is, and at all relevant times was, a resident of the
8 County of Los Angeles.

9 14. Upon information and belief, Matthew Karp and Benjamin Karp are the sole
10 owners of Caravan and Glenhaven. There exists, and at all times mentioned existed, a unity of
11 interest and ownership between Defendants Matthew Karp, Benjamin Karp, Caravan and
12 Glenhaven such that any individuality and separateness between them has ceased, and defendant
13 Caravan and Glenhaven are the alter ego of each other defendant that Caravan and Glenhaven are,
14 and at all times herein mentioned were, a mere shell, instrumentality, and conduit through which
15 defendants Matthew Karp and Benjamin Karp carried on their nursing home business. These
16 Defendants intermingle monies and do not respect the corporate formalities necessary to operate
17 as separate entities. As a result, these defendants are collectively referred to herein as
18 “Glenhaven.”

19 15. Adherence to the fiction of the separate existence of defendants as entities distinct
20 from each other would permit an abuse of the corporate privilege and would promote injustice by
21 protecting Defendants Caravan, Matthew Karp, and Benjamin Karp from prosecution for the
22 wrongful acts committed by them under the name Glenhaven.

23 16. Additionally, Plaintiffs are informed and believe that Defendants were in a joint
24 venture to provide nursing home services that are the subject of this lawsuit. They combined their
25 property, skill, and knowledge with the intent to carry out a single business undertaking. Each of
26 the Defendants has an ownership interest in the business and joint control over the business and
27 share the profits and losses of the business.

28 17. The true names and capacities, whether individual, corporate, associate or
otherwise, of Defendants named herein as Does 1 through 100, inclusive, are unknown to

1 plaintiff, who therefore sues said Defendants by such fictitious names. Each of the Defendants
2 named herein as a Doe is responsible in some manner for the events and happenings hereinafter
3 referred to, and some of plaintiff's damages as herein alleged were proximately caused by such
4 defendants. Plaintiffs will seek leave to amend this complaint to show said Defendants' true
5 names and capacities when the same have been ascertained.

6 18. The true names and capacities, whether individual, corporate, associate or
7 otherwise, of Defendants named herein as Does 1 through 100, inclusive, are unknown to
8 plaintiffs, who therefore sue said defendants by such fictitious names. Each of the Defendants
9 named herein as a Doe is responsible in some manner for the events and happenings hereinafter
10 referred to, and some of plaintiffs' damages as herein alleged were proximately caused by such
11 defendants. Plaintiffs will seek leave to amend this complaint to show said Defendants' true
12 names and capacities when the same have been ascertained.

13 19. At all times mentioned herein, each of the Defendants was the agent or employee
14 of each of the other Defendants, or an independent contractor, or joint venturer, and in doing the
15 things herein alleged, each such Defendant was acting within the purpose and scope of said
16 agency and/or employment and with the permission and consent of each other Defendant.

17 3.

18 **FACTUAL BACKGROUND**

19 20. Ricardo Saldana was an elderly resident of Glenhaven's nursing home in Glendale,
20 California. In May of 2014, he suffered from a stroke and was admitted to Verdugo Hills
21 Hospital. After a couple of weeks in the hospital he stabilized and Verdugo Hills discharged him
22 to Elms Convalescent Hospital, a skilled nursing facility. In or about 2017 or 2018, Elms
23 Convalescent Hospital was acquired by Glenhaven.

24 21. At all times relevant, Ricardo had impairments that required total care. He was in
25 the custody of Glenhaven and wholly dependent upon Glenhaven for all activities of daily life,
26 including food and feeding, clothing, laundry, hydration, hygiene, mobility, medication, and
27 treatments. He was also totally dependent upon Glenhaven for nursing care to assess changes in
28

1 his condition, to report changes in his condition to the attending physician, and when appropriate
2 to arrange for him to be transferred to a hospital.

3 22. At all times mentioned, Glenhaven accepted the responsibility to provide such
4 caretaking and custodial services and had custody of Ricardo. Each of these services are services
5 which a nursing facility operator is required by law to provide. (Health & Safety C. § 1418.6; 22
6 CCR. §§ 72301, 72303, 72527(a)(3), 72527(a)(12).) Despite Ricardo’s impairments and need for
7 assistance, up until March of 2020 he was stable and still able to interact with his wife Celia and
8 children, Jackie, Maria and Ricardo Jr.

9 23. On January 20, 2020, the first case of coronavirus infection in the United States
10 appeared. By March 4, 2020, the virus spread to such an extent and posed such a danger that
11 California’s Governor, Gavin Newsom, declared a state of emergency in California. On the same
12 day, the Los Angeles County Board of Supervisors and the Los Angeles County Department of
13 Public Health similarly declared a local and public health emergency in the County of Los
14 Angeles.

15 24. The elderly and particularly those with underlying health problems are most
16 vulnerable to the coronavirus. In late February, a coronavirus outbreak at a nursing home in
17 Washington infected two-thirds of its residents and killed 37 people. The media widely covered
18 this story. It became quickly apparent that nursing homes needed to promptly take reasonable
19 measures to protect their patients from exposure to the coronavirus. Such measures include
20 testing of residents and employees, restricting visitors, requiring employees to use face masks,
21 gloves, and gowns, and isolating employees and residents who are suspected or known carriers of
22 the virus.

23 25. At the same time that California and Los Angeles County were declaring a state of
24 emergency, Glenhaven failed to implement appropriate safety measures. To the contrary,
25 Glenhaven’s leadership was stopping its staff from protecting themselves and the residents.
26 Glenhaven was primarily operated by two people. Carrie Marks (“Marks”) is the head
27 administrator of the facility and Marco Gary (“Gary”) heads the department of staff development
28 and is himself a nurse. Both of these individuals have the ability to hire and fire staff and Marks

1 is an employee of both Glenhaven and Caravan.

2 26. Through March of 2020, Glenhaven did not provide employees with any personal
3 protective equipment (“PPE”). On a number of occasions, members of the nursing staff brought
4 their own masks and bandanas to wear while working because of their concerns for the virus.
5 Gary told such staff members to take off their masks and bandanas and that they were not
6 allowed. When Gary told one nurse that she was not allowed to wear a mask, she told him that
7 she was sick and needed to wear a mask to protect the patients and employees. Despite her
8 pleading, and her illness, Gary responded that she was not allowed to wear a mask.

9 27. Employees questioned Gary and Marks about this policy. They responded that the
10 protective items were not necessary because no one would get sick. In mid-March of 2020, the
11 local fire department even delivered boxes of masks to the facility. Instead of distributing the
12 masks to staff, Marks locked the masks in a cabinet and would not allow employees to use them.

13 28. Around the same time, Susana San Andreas, a nurse working at Glenhaven,
14 advised Marks that she had also been working at a facility in Burbank which was being shut down
15 because of uncontrolled COVID-19 infections and that residents there exposed her to the virus.
16 Glenhaven did not tell any of the staff about San Andreas’ exposure and continued to allow San
17 Andreas to work at Glenhaven.

18 29. Roughly a week later, Marks held a staff meeting at Glenhaven. Marks
19 downplayed the virus and reassured the staff that no one was getting sick. She compared the
20 coronavirus to the flu. She did not mention San Andreas’ exposure.

21 30. Around this time, a staff member at Glenhaven called Jackie and told her about her
22 concerns for Ricardo because Glenhaven was not allowing staff to wear masks. She begged
23 Jackie to contact the government regulators. Jackie called the Department of Public Health and
24 reported the situation.

25 31. Approximately a week later, on or about April 1, 2020, Marks held a second in-
26 service at Glenhaven where she told staff that a nurse had been exposed to the virus. She also
27 said that she and the rest of the supervisors would no longer hide anything. She advised staff that
28 Glenhaven would start allowing masks to be worn, but only masks provided by Glenhaven.

1 Following the meeting, Glenhaven provided paper surgical masks to the staff but only permitted
2 each staff member to use one mask per eight-hour shift.

3 32. Even through April of 2020 as Glenhaven began to provide first paper masks and
4 then other items such as disposable gowns, supply continued to be a problem. Glenhaven
5 frequently ran out of masks and gowns forcing staff to finish out hours of their shifts without
6 clean equipment rather than purchasing additional equipment for the facility.

7 33. Even though Glenhaven had begun to implement some safety measures in early
8 April, the virus had already spread through the staff and residents. It was not until on or about
9 April 7th through on or about April 9th that the facility began to test staff and patients. Before
10 that, Glenhaven knew that it had staff and residents who were both exposed to the virus and who
11 also carried the virus yet it was not testing people. Glenhaven was not doing so specifically for
12 fear that there would be positive results which it would then need to report. The testing that was
13 conducted did in fact identify people with the virus.

14 34. Despite its awareness of the virus in the facility and minor steps that it took to
15 address the spread, the leadership at Glenhaven still did not implement an effective policy for
16 isolating proven or suspected carriers of the coronavirus. As a result, Glenhaven transferred a
17 resident who had shared a room with a COVID-19 positive resident to a two bed room with
18 Ricardo in late March.

19 35. Prior to this move, Ricardo did not show any signs or symptoms. Once the other
20 person was moved into the room with Ricardo, he began to develop a fever and other symptoms
21 of the coronavirus. Ricardo's condition continued to degrade and the staff attempted to treat the
22 condition with medication which was known at the time to be contra-indicated for coronavirus.
23 Ultimately, Ricardo died on April 13, 2020 from the coronavirus.

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25 **4.**

26 **FIRST CAUSE OF ACTION**

27 **(ELDER ABUSE)**

28 **PLAINTIFFS FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

1 AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR ELDER ABUSE,
2 ALLEGE:

3 36. Plaintiffs incorporate by reference each and every paragraph of the General
4 Allegations as though set forth in full in this cause of action.

5 37. Ricardo was at all times elderly within the meaning of Welf. & Inst. C. § 15610.27
6 owing to the fact that he resided in the State of California, and was over the age of 65.

7 38. At all times mentioned, each of the defendants had care or custody of the Ricardo.

8 39. By virtue of the foregoing, Defendants and each of them have failed to protect
9 Ricardo from health and safety hazards and committed neglect as defined at Welf. & Inst. Code §
10 15610.57.

11 40. During the aforesaid periods during which Defendants and each of them had care
12 or custody of the Deceased, he was intentionally and/or recklessly exposed to the coronavirus and
13 not provided with basic necessary custodial care such as feeding or bathing by Glenhaven
14 employees in appropriate protective equipment.

15 41. By virtue of the foregoing, at all times during their care and treatment of the
16 Deceased, Defendants have acted with recklessness.

17 42. By virtue of the foregoing, in addition to pre-death pain and suffering damages
18 under Welf. & Inst. Code § 15657, Plaintiffs are entitled to attorneys' fees unilaterally to them,
19 under the same provision of law.

20 43. Defendants' conduct described herein was intended by the defendants to cause
21 injury to plaintiffs or was despicable conduct carried on by the Defendants with a willful and
22 conscious disregard of the rights of Plaintiffs, or subjected Plaintiffs to cruel and unjust hardship
23 in conscious disregard of Plaintiffs' rights, or was an intentional misrepresentation, deceit, or
24 concealment of a material fact known to the defendants with the intention to deprive Plaintiffs of
25 property, legal rights or to otherwise cause injury, such as to constitute malice, oppression or
26 fraud under California Civil Code section 3294, thereby entitling Plaintiffs to punitive damages in
27 an amount appropriate to punish or set an example of Defendants.

28 44. Defendants' conduct described herein was undertaken by the corporate

1 Defendants' officers or managing agents, identified herein as DOES 1 through 100, inclusive,
2 who were responsible for claims supervision and operations, underwriting, communications
3 and/or decisions. The aforementioned conduct of said managing agents and individuals was
4 therefore undertaken on behalf of the corporate Defendants. Said corporate Defendants further
5 had advance knowledge of the actions and conduct of said individuals whose action and conduct
6 were ratified, authorized, and approved by managing agents whose precise identities are unknown
7 to Plaintiffs at this time and are therefore identified and designated herein as DOES 1 through
8 100.

9
10 **5.**
11 **SECOND CAUSE OF ACTION**
12 **(Willful Misconduct)**

13 **PLAINTIFFS FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**
14 **AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR WILFUL**
15 **MISCONDUCT, ALLEGE:**

16 45. Plaintiffs incorporate by reference each and every paragraph of the General
17 Allegations as though set forth in full in this cause of action.

18 46. At all times during the periods of their care of Ricardo, each defendant knew or
19 should have known that their failure to comply with the standard of care, by providing care in
20 which healthcare providers lacked appropriate safety equipment, and by not employing
21 reasonable custodial policies for isolating COVID positive residents, all posed a peril to the
22 Deceased.

23 47. At all times mentioned during the periods of their care of the Deceased, each
24 defendant knew or should have known that the peril posed by their failure to their failure to
25 comply with the standard of care, by providing care which a health care providers in appropriate
26 safety equipment and employing reasonable custodial policies for isolating COVID positive
27 residents, exposed Ricardo to the high probability of his injury or death.

28 48. At all times mentioned above Defendants, and each of them, knowingly

1 disregarded the aforesaid peril and high probability of injury and in doing so failed to comply
2 with their duties under the standard of care as set forth above, as follows:

- 3 (a) Forbidding staff from wearing appropriate PPE;
- 4 (b) Failing to provide staff with PPE;
- 5 (c) Failing to provide staff with adequate PPE;
- 6 (d) Failing to isolate suspected or identified COVID-19 carriers from staff or residents;
- 7 and
- 8 (e) Failing to disclose known or suspected COVID-19 carriers to staff and/or residents.

9 49. Defendants had made certain financial and budgetary decisions - at the highest
10 corporate levels - regarding their operation based solely on the need to enhance the profitability of
11 their operation. Among these decisions was the decision to limit its purchase of PPE such that it
12 could not meet the needs of its residents, including Ricardo. As a foreseen and predictable result
13 of these cut-backs, residents and patients - including Deceased - were exposed to the coronavirus.
14 These changes were knowingly in violation of basic and humane care responsibilities.

15 50. By virtue of the foregoing, Defendants and each of them have acted in conscious
16 disregard of the probability of injury to the Deceased, and because he was helpless to protect
17 himself from exposure to the virus and Defendants failure and refusal to provide such basic care
18 and services is despicable. Accordingly, Defendants have each acted with malice.

19 51. By virtue of the foregoing, Defendants and each of them have acted despicably,
20 and have subjected the Deceased to cruel and unjust hardship in conscious disregard of his rights
21 and safety. Accordingly, Defendants have each acted with oppression.

22 52. By virtue of the foregoing, punitive damages should be assessed against
23 Defendants and each of them, in a sum according to proof at trial.

24
25 **6.**

26 **THIRD CAUSE OF ACTION**

27 **(Negligence)**

28 **PLAINTIFFS, INDIVIDUALLY, FOR A THIRD CAUSE OF ACTION AGAINST ALL**

1 DEFENDANTS AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR
2 NEGLIGENCE, ALLEGE:

3 53. Plaintiffs refer to each and every paragraph above and incorporate those
4 paragraphs as though set forth in full in this cause of action.

5 54. Deceased was admitted as a resident at Glenhaven, located at 212 W Chevy Chase
6 Dr, Glendale, CA 91204, for approximately the last six years of his life.

7 55. By virtue of the foregoing, Defendants and each of them owed a duty of ordinary
8 care to the Deceased, to use that degree of care and skill that a reasonably prudent person would
9 use, and to use that degree of care that a reasonably prudent nursing home would owe given its
10 knowledge, training, expertise and skill.

11 56. Defendants and each of them breached the aforesaid duty of care by failing to
12 implement policies, procedures, and safety measures necessary to prevent Ricardo's exposure to
13 the coronavirus and by failing to provide appropriate treatment once he was infected by the virus.

14 57. As a direct and legal result of the foregoing, the Deceased was injured in a sum
15 according to proof at trial.

16 7.

17 **FOURTH CAUSE OF ACTION**

18 **(Wrongful Death)**

19 PLAINTIFFS FOR A FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
20 AND DOES 1 THROUGH 100, INCLUSIVE, AND EACH OF THEM, FOR WRONGFUL
21 DEATH, ALLEGE:

22 58. Plaintiffs incorporate by reference each and every of the foregoing paragraphs as
23 though set forth in full in this cause of action.

24 59. As a direct and proximate result of the foregoing, Ricardo Saldana died and his
25 heirs represented by Plaintiffs, have been deprived of his care, comfort and society to their
26 general damages according to proof.

1 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
2 follows:

3 AS TO THE FIRST CAUSE OF ACTION:

- 4 1. For special and general damages according to proof at the time of trial;
- 5 2. For punitive damages;
- 6 3. For attorney's fees and litigation costs;
- 7 4. For costs of suit incurred herein; and
- 8 5. For such other and further relief as the Court deems just and proper.

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10 AS TO THE SECOND CAUSE OF ACTION:

- 11 6. For special and general damages according to proof at the time of trial;
- 12 7. For punitive damages;
- 13 8. For costs of suit incurred herein; and
- 14 9. For such other and further relief as the Court deems just and proper.

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16 AS TO THE THIRD CAUSE OF ACTION:

- 17 10. For special and general damages according to proof at the time of trial;
- 18 11. For costs of suit incurred herein; and
- 19 12. For such other and further relief as the Court deems just and proper.


20
21 AS TO THE FOURTH CAUSE OF ACTION:

- 22 13. For general damages including loss of care, comfort and society of the deceased;
- 23 14. For costs of suit incurred herein; and
- 24 15. For such other and further relief as the Court deems just and proper.

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26 Dated this 21st day of May 2020, at Claremont, California.

LAW OFFICES OF SCOTT GLOVSKY, APC

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By: 
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DEMAND FOR JURY TRIAL

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Plaintiffs hereby demand a trial by jury.

DATED: May 21, 2020

LAW OFFICES OF SCOTT GLOVSKY, APC

By:  _____

SCOTT C. GLOVSKY
ARI DYBNIS
Attorneys for Plaintiffs