TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, February 13, 2026 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa

PLEASE NOTE: In accordance with the Order of the Presiding Judge, a party or representative of a party may appear in Department 17 in person or remotely by Zoom, a web conferencing platform.

CourtCall is not permitted for this calendar.

If the tentative ruling is accepted, no appearance is necessary via Zoom unless otherwise indicated.

TO JOIN D17 ZOOM ONLINE:
Meeting ID: 161 126 4123
Passcode: 062178
https://sonomacourt-org.zoomgov.com/j/1611264123

TO JOIN ZOOM BY PHONE:
By Phone (same meeting ID and password as listed for each calendar):
+1 669 254 5252

The following tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument as to any motion, **YOU MUST NOTIFY** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom**, by ***4:00 p.m. the court day immediately preceding the day of the hearing.***

1. SCV-264723, Addington v. Ridgeway Distribution, LLC

Plaintiff/Cross-Defendant David Addington's ("Addington") motion to vacate judgment for failure to make required findings by the interpleader decree and violation of the interpleader stay pursuant to C.C.P. 473(d) is **DENIED**.

I. FACTUAL AND PROCEDURAL HISTORY

This action arises out of a dispute between Addington's company, Piner Partners G.P., and one of his general partners, Ridgeway Distribution, LLC ("Ridgeway") and the lease of commercial space. Ridgeway was the master lessee, Piner Partners was Ridgeway's subtenant, and Humboldt Growers Network, Inc. was a subtenant of Piner Partners. Ridgeway and Piner Partners both claimed Humboldt Growers Network's rent payments for the commercial space. On January 8, 2020, Humboldt Growers Network filed a Complaint in Interpleader against Piner Partners and Ridgeway. The Hon. Patrick Broderick held a court trial in July of 2021 (the "interpleader court") which found:

1. Plaintiffs Tobias Dodge and Humboldt Growers Network claim no interest in the $56,000 in rent payments deposited herein with the court, and are mere stakeholders;

2. Defendants Piner Partners G.P. and Ridgeway Distribution, LLC are ordered to litigate their respective rights to the interpleaded rent funds, in the related case of Piner Partners v. Ridgeway Distribution et al., Case No. SCV-264723;

3. Plaintiffs are hereby discharged from any and all liability arising on account of the conflicting claims by Defendants for rent accrued from September 2019 through October 2020, inclusive;

   The Court reserves the issue of Plaintiffs' request for attorneys' fees in an amount to be determined by the court and paid out of the accrued rents, pending Plaintiffs' anticipated motion for attorneys' fees and costs incurred in this action.

(See Judgment After Court Trial, Case No. MCV-251745, dated July 22, 2021.)

On July 1, 2019, Addington and Piner Partners filed their Complaint for damages for breach of partnership agreement among other causes of action. This Court held a court trial beginning on April 28, 2023, that was tried before the Hon. Bradford DeMeo over the course of 12 court days. The trial ended on May 25, 2023, and the matter was submitted to the Court for final determination on August 4, 2023. After the Court issued a Statement of Decision on October 11, 2023, Plaintiffs objected. On November 8, 2023, the Court issued an Amended Final Statement of Decision, which was then adopted and became the final decision by virtue of an Entry of Judgment on December 8, 2023, with Notice of Entry of Judgment filed and served on January 3, 2024. The November 8, 2023, Judgment (the "Judgment") in this action ordered the following:

1. Addington and Piner Partners shall take nothing from any and all defendants under their complaint in this action.

2. Ridgeway Parties shall be awarded damages in the sum of $58,006.50 on their Cross-Complaint against Addington and Piner Partners, GP who are both jointly and severally liable for said damages.

3. Humboldt Growers Network and the Dodges shall be awarded damages in the amount of $2,580,000.00 against Addington and Piner Partners, GP, who are both jointly and severally liable for said damages.

Plaintiffs/Cross-Defendants moved for a new trial, which the Court denied on all of the grounds stated in the motion. (See Order on Plaintiffs'/Cross-Defendants' Motion for New Trial dated February 27, 2024.) Addington submitted an appeal three times, each iteration of which was dismissed with remittiturs issued.

On January 28, 2026, the Court heard argument regarding Addington's motion to vacate judgment as to personal liability filed on June 16, 2025. (See Minute Orders, dated January 28, 2026.) In this

motion, Addington challenged the Judgment on the basis that the Court imposed personal liability against him despite no pleadings alleging personal liability, no trial regarding such issues, no findings to support personal liability, and an express acknowledgment in the Amended Statement of Decision that Addington acted only as an agent of legal entities. (See Addington's June 16, 2025, Motion to Vacate, 2:1–4, 5:11–24.) The Court found the following:

> The Court does not find that Addington's grounds stated in support of the motion to vacate are adequate for requesting relief under C.C.P. §473(d). Addington does not state any clerical error made, but rather disagrees with the substance of the Court's Judgment entered. The purpose of C.C.P. section 473(d) is not to make changes retroactively to how a judgment was rendered, but to correct errors in recording said judgments.
>
> Addington requested clarification at oral argument for the reasoning behind the Court's finding him personally liable as opposed to only holding the general partnership, Piner Partners, responsible. In particular, he requested the Court include specific language concerning whether there was sufficient notice of his potential personal liability. Both Addington and Piner Partners brought the Complaint against all Defendants and they were both named as Cross-Defendants. The Court held a trial on May 3-5, 10-12, 16-19, and 23-25, 2023, after which a Judgment was entered regarding all of the parties' claims. The Court found that, "Plaintiffs having voluntarily dismissed their Sixth Cause of Action, the Court held that Defendants HUMBOLDT GROWERS NETWORK, INC., TOBIAS DODGE and STEVE DODGE were entitled to Judgment on Plaintiffs' Complaint." (Judgment, 2:19-24.) The Court also found that, "Cross-Complainants Humboldt Growers Network, Inc. and Tobias Dodge established liability against Cross-Defendants David Addington and Piner Partners, GP on the First, Second and Third Causes of Action… and are entitled to damages in the sum of $2,580,000.00." (*Id*. at 3:21-28, 4:1.) Hence, although not expressly stated, by implication Judge DeMeo's ruling included a finding that Mr. Addington had sufficient notice of the potential for personal liability. The Court was not persuaded by Addington's arguments made in his motion for new trial, some of which are being made once more in support of this motion. After that unsuccessful motion, this motion appears to be yet another method by which Addington is attempting to challenge the Court's Judgment that was not favorable towards him. That is not a sufficient basis to vacate the well-considered Judgment that was entered after a trial by the parties.

(See Order After Hearing, filed February 5, 2026.)

Now before the Court is Addington's motion to void the Judgment on the basis that the Court failed to make required findings by the interpleader decree and violated the interpleader stay, which is opposed by Cross-Complainants Tobias Dodge and Humboldt Growers Network (together as "Cross-Complainants").

II. REQUEST FOR JUDICIAL NOTICE

In support of their Opposition to Addington's motion, Cross-Complainants request judicial notice of several documents in related, underlying cases:

1. Complaint in Interpleader, filed on January 8, 2021, in Case No. MCV-251745;
2. Judgment After Court Trial, filed on July 22, 2021, in Case No. MCV-251745;

3. Order Granting Attorney's Fees, filed on March 22, 2022, in Case No. MCV-251745;
4. Decision by Appellate Division Affirming Trial Court's Order Deny Post-Judgment CCP Section 473(b) Set-Aside Motion, in Case No. MCV-251745;
5. Order Granting Motion to Dismiss Appeals, in Consolidated Appellate Case Nos. A170078, A170151, and A170776;
6. Order Denying Appellant's Motion to Vacate Dismissal and Reinstate Appeal, in Consolidated Appellate Case Nos. A170078, A170151, and A170776; and
7. Order Denying Appellant's Petition for Rehearing, in Consolidated Appellate Case Nos. A170078, A170151, and A170776.

The request is **GRANTED** pursuant to Evidence Code 452(d) and 453.

III. OBJECTIONS TO EVIDENCE

Cross-Complainants object to Addington's Declaration filed November 18, 2025. First, Cross-Complainants object to paragraphs 2–8 of the Addington Declaration on the basis that Addington lacks personal knowledge and are improper opinion. These objections are **OVERRULED**.

Second, Cross-Complainants object to the Exhibit List attached to the Addington Declaration as improper requests for judicial notice in violation of California Rules of Court, Rule 3.1306(c). This objection is **SUSTAINED**.

IV. ANALYSIS

A. Legal Standard

As C.C.P. §473(d) provides in relevant part, the court may "correct clerical mistakes in its judgment or orders as entered, so as to conform to the judgment or order directed." When correcting clerical mistakes, "the function of a nunc pro tunc order is merely to correct the record of the judgment and not to alter the judgment actually rendered—not to make an order now for then, but to enter now for then an order previously made." (*In re Marriage of Padgett* (2009) 172 Cal.App.4th 830, 852.) In other words, "the court can only make the record show that something was actually done at a previous time; a nunc pro tunc order cannot declare that something was done which was not done." (*Johnson & Johnson v. Sup. Ct.* (1985) 38 Cal.3d 243, 256.) The difference between a clerical error and a judicial error is whether the error was made in rendering the judgment (judicial error) or in recording the judgment (clerical error). (*People v. Karaman* (1992) 4 Cal.4th 335, 345.) To distinguish a clerical error from judicial error, courts consider "whether the challenged portion of the judgment was entered inadvertently (which is clerical error) versus advertently (which might be judicial error but is not clerical error)." (*Tokio Marine & Fire Ins. Cop. V. Western Pacific Roofing Corp.* (1999) 75 Cal.App.4th 110, 117–18.)

B. Moving Papers

Addington states that there are two jurisdictional defects that render the Court's 2023 Judgment void: (1) the Court could not have adjudicated the case until the factual finding of ownership was made

pursuant to the interpleader court issuing two interlocutory decrees expressly requiring that Piner and Ridgeway resolve ownership of the interpleaded funds and (2) the interpleader court stayed all proceedings involving Humboldt and its leasehold interest at 947 Piner Place depriving this Court of jurisdiction to proceed in any matter involving Humboldt or the interpleaded funds. (Motion, 3:11–24.)

In Opposition, Cross-Complainants argue that the interpleader court never stayed this action and Addington cannot cite an order stating as much in his motion. (Opposition, 6:7–13.) Cross-Complainants further argue that Addington had every chance to raise the interpleader court judgment in trial and that he was the one who failed to comply with the interpleader Judgment. (*Id*. at 6:14–7:12.)

On February 2, 2026, Addington filed a "sur-reply." However, this is not a sur-reply and is Addington's Reply to Cross-Complainants Opposition and the Court shall consider it as a Reply. Addington reasserts his arguments presented in his initial motion. He clarifies that he "never contended that the interpleader court stayed this action in its entirety," only Humboldt Growers Network's participation. (Reply, 1:25–2:24.) Addington further argues that since entry of judgment he has consistently sought correction of the interpleader defects raised in the instant motion. (*Id*. at 4:12–19.)

C. Addington's Relief Sought from the Judgment

Based on the record and the instant motion before the Court, Addington continues to challenge the Court's 2023 Judgment that was not favorable towards him on any grounds possible three years post-trial. After a 12 court-day trial, this Court issued a 36-page Amended Final Statement of Decision (the Judgment) that became the final decision. On January 3, 2024, Addington moved for a new trial on numerous bases, which the Hon. Bradford DeMeo denied in a 10-page decision. (See Ruling Issued on Submitted Matter, dated February 27, 2024.) On June 21, 2024, Addington challenged this Court's Judgment at the appellate level which was ultimately denied by the Court of Appeals in a consolidated case (Case Nos. A170078, A170151, and A170776) on April 22, 2025, May 15, 2025, and May 20, 2025, respectively. Addington also filed a writ petition with the California Supreme Court that was denied.

In addition to Addington's June 16, 2025, motion to vacate the Judgment and the instant November 18, 2025, motion to vacate the Judgment, Addington has filed two more motions: (1) motion to correct clerical error in the Judgment pursuant to C.C.P. section 473(d) due to a mathematical error, on calendar for April 8, 2026; and (2) motion to vacate the Judgment pursuant to C.C.P. section 473(d) on four additional, different bases, which was filed on February 6, 2026 and has not yet been assigned a hearing date.

At this stage, Addington has exhausted appellate-level review of this Court's Judgment and continues to seek relief from the Judgment that was factually and legally reasoned after a 12-day Court trial and an amendment to the initial Final Statement of Decision based on Plaintiffs' objections that resulted in a 36-page decision. While in the instant motion Addington claims that the Court made an error in the Judgment due to a "failure to make the required findings ordered by the interpleader court," Addington is essentially asking for the Court to reconsider its Judgment "to vacate the Judgment" and "restore the matter to its proper procedural posture." Thus, Addington is attempting to improperly use C.C.P. section 473(d) to challenge the Court's Judgment that was not favorable towards him. As

previously explained by this Court, Section 473(d) does not allow a court to retroactively alter a judgment actually rendered, especially concerning alleged errors in law at trial. Such challenge is properly raised by a timely motion for a new trial pursuant to C.C.P. section 657. Notably, in his January 3, 2024, motion for new trial, Addington did raise issues under section 657 but did not present the issues regarding the interpleader court judgment that he raises in the instant motion and does not explain why these issues could not have been raised in the motion for new trial. Addington also did not raise such issues in his October 27, 2023, Objections to the Court's original October 11, 2023, Statement of Decision.

Regardless, the Court finds there to be no clerical error in the November Judgment that would allow the Court to set aside the Judgment under Section 473(d). Addington argues judicial error rather than clerical error, which is not allowed under this section. The July 22, 2021, Judgment from the interpleader court does not analyze a stay in its entirety or as to any party, including Humboldt Growers Network, let alone *order* a stay of any kind in SCV-264723. The July Judgment also did not create a jurisdictional limitation requiring the factual finding of ownership of the funds between Piner Partners and Ridgeway to be made before the Court could have adjudicated the case. As stated above, the Judgment found that "Defendants Piner Partners G.P. and Ridgeway Distribution, LLC are ordered to litigate their respective rights to the interpleaded rent funds, in the related case of Piner Partners v. Ridgeway Distribution et al., Case No. SCV-264723." (See Judgment After Court Trial, Case No. MCV-251745, dated July 22, 2021.) This finding cannot be interpreted to initiate a stay or require that ownership of the funds be decided before the Court could have adjudicated the case. Piner Partners (Addington's general partnership) was a party to the interpleader case and Addington did not object to the July 22, 2021, Judgment to challenge the interpleaded rent funds as he does now. Addington further failed to raise these arguments in his motion for new trial or in his objections to the original October 11, 2023, Statement of Decision in SCV-264723. Section 473(d) is not the proper statute or procedure to challenge alleged errors in law at a trial that concluded three years prior.

V. CONCLUSION

Based on the foregoing, Addington's motion to vacate judgment for failure to make required findings by the interpleader decree and violation of the interpleader stay pursuant to C.C.P. 473(d) is **DENIED**.

Cross-Complainant's counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

2. 25CV05999, Foresti v. Petaluma SNF Healthcare, LLC

Defendants Petaluma SNF Healthcare, LLC and Kevin Amezquita (together as "Defendants") petition to compel arbitration pursuant to C.C.P. section 1281.2 is **DENIED**. Defendants' request for a stay pursuant to C.C.P. section 1281.4 is also **DENIED**.

I. FACTUAL AND PROCEDURAL HISTORY

On August 29, 2025, Plaintiff Norma Clare Foresti as successor in interest to Richard Paul Foresti (Decedent's widow), Donna Kinsman, Michael Foresti, and Joel Foresti ("Plaintiffs") filed their complaint for damages alleging elder abuse, negligence, and wrongful death of Decedent Richard Paul Foresti against various entities and individuals, including moving Defendants Petaluma SNF Healthcare, LLC (doing business as Ridgeway Post Acute) ("Ridgeway") and Kevin Amezquita, individually. Decedent was admitted to Petaluma Valley Hospital on June 24, 2024, with increased generalized fatigue and trouble breathing following exposure to COVID-19. (Opposition, 2:17–19.) Decedent was positive for COVID-19 and diagnosed with acute respiratory failure and bacterial pneumonia. (*Id.* at 2:19–20.) Decedent then developed acute encephalopathy resulting from the bacterial pneumonia. (*Id.* at 2:20–22.) On July 15, 2024, Decedent was transferred from Petaluma Valley Hospital to Healdsburg Hospital for skilled nursing care. (*Id.* at 2:22–24.) On August 14, 2024, Decedent was transferred from Healdsburg Hospital to Ridgeway for further skilled nursing care. (*Id*. at 2:25–26.) On October 31, 2024, Decedent was transferred back to Petaluma Valley Hospital and then to Santa Rosa Memorial Hospital for a higher level of vascular care due to a stage III non-healing ulcer in his left foot. (*Id*. at 2:26–3:2.) Decedent underwent above-the-knee amputation of his left leg at Santa Rosa Memorial Hospital. (*Id.* at 3:3–5.) On November 25, 2024, Decedent was transferred to Kindred Hospital San Francisco Bay Area located in San Leandro, California for long term acute care. (*Id.* at 3:5–6.) On June 23, 2025, Decedent was transferred to from Kindred Hospital San Francisco Bay Area back to Santa Rosa Memorial Hospital for a stage IV sacral ulcer, a sacral bone infection, and sepsis. (*Id*. at 3:6–9.) Decedent died the next day on June 24, 2025. (*Id.* at 3:9)

On August 18, 2024, Decedent and Ridgeway entered into an arbitration agreement (the "Agreement"). (Fasel Declaration, Exhibit A.) The Agreement states in relevant part:

> **1.** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered or not rendered, will be determined by submission to arbitration as provided by the Federal Arbitration Act, 9 U.S.C. Section 1 *et seq.* ("F.A.A."), and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. The Parties agree that any such action or claim must be brought within the statute of limitations established in the applicable state or federal law pertaining to the underlying claim.

> **2.** It is understood that any and all other disputes, controversies, demands, or claims that relate to or arise out of the provision of services by the Facility to Resident, including, but not limited to, any action for injury or death arising from negligence, wrongful death, intentional tort, or statutory causes of action, including, but not limited to, the Elder Abuse and Dependent Adult Civil Protection Act, the Unfair Competition Act, the Consumer Legal Remedies Act, and *Health & Safety Code* Section 1430, will be determined by submission to arbitration as provided by the F.A.A., and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. The Parties agree that any such action or claim must be brought within the statute of limitations established in the applicable state or federal law pertaining to the underlying claim.

Moving Defendants now move the Court to compel Plaintiffs into arbitration pursuant to the Agreement. Plaintiffs oppose the petition to compel arbitration on the basis that Decedent lacked capacity to enter into the Agreement.

II. ANALYSIS

A. Legal Standard

"Arbitration ... is a matter of consent, not coercion.... [Citation]. Whether an agreement to arbitrate exists is a threshold issue of contract formation and state contract law. [Citation.]" (*Avila v. Southern California Specialty Care, Inc.* (2018) 20 Cal.App.5th 843–844.) "The petitioner bears the burden of proving the existence of a valid arbitration agreement by a preponderance of the evidence, while a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. [Citation] The trial court sits as the trier of fact, weighing all the affidavits, declarations, and other documentary evidence, and any oral testimony the court may receive at its discretion, to reach a final determination. [citation]." (*Ruiz v. Moss Bros. Auto Group, Inc.* (2014) 232 Cal.App.4th 836, 842–843.)

However, there is a "rebuttable presumption affecting the burden of proof that all persons have the capacity to make decisions and to be responsible for their acts or decisions." (*Algo-Heyres v. Oxnard Manor LP* (2023) 88 Cal.App.5th 1064, 1070 ("*Algo-Heyres*") citing Prob. Code § 810(a) and *Wilson v. Sampson* (1949) 91 Cal.App.2d 453, 459.) "The capacity to make a decision requires the person have the ability to communicate the decision verbally or by other means, and to understand and appreciate the rights and responsibilities affected by the decision, the probable consequences, and the "significant risks, benefits, and reasonable alternatives involved in the decision. (Prob. Code, § 812.)" (*Algo-Heyres, supra*, 88 Cal.App.5th at 1070–1071.) "[T]he determination of a person's mental capacity is fact specific, and the level of required mental capacity changes depending on the issue at hand ... with marital capacity requiring the least amount of capacity, followed by testamentary capacity, and on the high end of the scale is the mental capacity required to enter contracts." (*Id.* at 1071 [citations omitted].) "More complicated decisions and transactions ... require greater mental function ... ." (*Ibid.*)

B. Moving Papers

In their petition, Defendants argue that a valid arbitration agreement exists between the parties and that arbitration must be compelled as a result. Defendants argue that the Federal Arbitration Act ("FAA") controls pursuant to the terms of the Agreement and that the Agreement is enforceable because the Agreement covers all claims asserted by Plaintiffs in their Complaint. (MPA in Support of Petition, 7:9–10:5.) Defendants contend that the Agreement is conscionable because it was not an adhesion agreement as Decedent had a choice whether to sign the agreement or not and Decedent had 30 days to revoke acceptance of the Agreement (*Id.* at 10:7–11:5.) Additionally, Defendants state that they have not waived the right to compel arbitration and public policy favors arbitration. (*Id*. at 11:8–12:18.) Defendants further state that arbitration is still permitted despite the fact that Plaintiff is party to the instant action with other third parties arising out of the same transaction because Defendants have met their burden by proving the existence of a valid arbitration agreement. (*Id.* at 12:20–14:11.) Defendants request that the instant case be stayed until the completion of arbitration if the Court grants the Petition. (*Id*. at 14:14–15:6.) Lastly, Defendants maintain that all Plaintiffs are bound by the Agreement because Decedent signed the Agreement and his heirs that are bound by the Agreement since it arises from Decedent's care and treatment. (*Id.* at 15:8–16:28.)

Plaintiffs oppose the petition on the basis that the Agreement is unenforceable because Decedent lacked capacity to sign the agreement. Plaintiffs argue that Decedent lacked capacity to understand and consent to arbitration as his medical records consistently identified cognitive deficits. (Opposition, 6:4–7:15.) Plaintiffs further contend that the Agreement is complex supporting the need for a greater mental function to enter into such Agreement. (*Id*. at 7:19–8:13.) Plaintiffs argue that Defendants present no basis to stay the entire action until arbitration with Ridgeway has completed. (*Id*. at 8:18–21.)

In Reply, Defendants argue that Plaintiffs have failed to present any evidence that invalidates the Agreement because they failed to present any admissible evidence to suggest that Decedent did not understand the terms of the Agreement, Decedent was given time to read the agreement, Defendant had 30 days to revoke the Agreement, and it was an optional Agreement and not a condition to Decedent becoming a resident at Ridgeway. (Reply, 2:28–3:21.) Defendants insist that while Norma Foresti was durable power of attorney in her declaration, she did not produce any documentation confirming this claim. (*Id*. at 3:22–4:2.) Additionally, Defendants argue that Decedent's medical records are insufficient to establish lack of capacity at the time of signing coupled with Decedent's lack of a conservator. (*Id*. at 4:3–6.) Defendants assert that Norma Foresti fails to provide any evidence that either party lacked authority to enter into the Agreement or that Decedent did not sign the Agreement. (*Id*. at 4:12–25.) Defendants present several objections in their Reply. (*Id.* at 4:25–6:2.) Finally, Defendants argue that Plaintiffs' Opposition is untimely and should be disregarded by the Court. (*Id*. at 6:5–12.)

C. Defendants' Purported Objections in Reply

In their Reply, Defendants raise argument as to Plaintiff Norma Foresti's Declaration and attached exhibits as lacking foundation, lacking authentication, and hearsay. (Opposition, 4:25–6:2.) However, Defendants do not format these statements as objections or label them as objections and do not

sufficiently identify which paragraphs of Norma Foresti's Declaration and Exhibits they are referring to. Thus, the Court does not construe these statements as objections.

D. Timing of the Opposition

In their Reply, Defendants argue that the Opposition is untimely pursuant to C.C.P. section 1290.6 and should be disregarded. Section 1290.6 provides that a response to a petition to compel arbitration shall be served and filed within 10 days after service of the petition. Defendants' proofs of service attached to the petition and all related moving papers show proof of service on November 13, 2025, while the petition and moving papers were not filed with the Court until November 26, 2025. Even though Defendants ask the Court to not consider the late opposition, Defendants do not argue any prejudice from Plaintiffs' untimely filing, which was still served nearly 60 days before the hearing. Therefore, the Court shall consider Plaintiffs' Opposition and all related documents.

E. Decedent's Capacity

The Court finds *Algo-Heyres* to be factually analogous to the instant case. In *Algo-Heyres*, the Court of Appeal affirmed the trial court's finding that respondent, a resident at petitioner's skilled nursing facility, did not have the capacity to consent to arbitrate and waive his right to a jury trial on claims for medical malpractice, elder abuse, and related torts based on evidence from family members' declarations and medical professional findings that he had deficits in receptive and expressive communication, memory, problem solving, following abstract directions, the ability to understand or communicate with others, and in mental functions pertaining to information processing. (88 Cal.App.5th at 1069–1073.)

Here, Plaintiff Norma Foresti declares that beginning in 2022 after having a stroke, Decedent began to show signs of dementia and cognitive impairment and by June of 2024, Decedent had exhibited obvious confusion, memory loss, disorientation, and difficult processing information. (Foresti Declaration, ¶ 2.) Decedent could at time answer "yes or no" questions but could not engage in or follow full conversations. (*Ibid.*) Plaintiff states that at the time Decedent was admitted in Ridgeway, she held his general Durable Power of Attorney as well as a Durable Power for Health Care, but Plaintiff does not provide such documents. (*Id.* at ¶ 4.) However, Dr. Dominic Picetti from Pacific Inpatient Medical Group noted in his August 15, 2024, summary that "Patient's DPOA [Durable Power of Attorney] is his wife: Norma." (Foresti Declaration, Tab E.) Plaintiff contends that she handled all legal and financial arrangements for Decedent at all other medical facilities (Petaluma Valley Hospital, Santa Memorial Hospital, and Kindred Hospital) except for Ridgeway and that she declined to sign the arbitration agreement presented to her by Kindred Hospital upon Decedent's admission there. (*Id*. at ¶¶ 5–6.) Plaintiff further states that Ridgeway staff contacted her with other requests for medical decision-making on Decedent's behalf and informed Ridgeway staff of Decedent's lack of capacity to make decisions but was not present when the Agreement was signed. (*Id.* at ¶¶ 7–9.)

Plaintiff presents two medical reports: one from June 4, 2024, by Leah Rorvig, M.D. (two months before Decedent was admitted to Ridgeway) and the other from October 8, 2024 by Decedent's primary care physician, Andrew Ashcroft, M.D. (two months after Decedent was admitted to Ridgeway).

Dr. Rorvig's June 4, 2024 letter states:

> Mr. Foresti has advanced multimorbidity due to sequelae of cardiovascular disease. He has significant cognitive impairment and for several years has not been able to independently manage his instrumental activities of daily living such as his finances, grocery shopping, etc). He is cared for primarily by his wife, Norma Foresti. Mr. Foresti lacks financial capacity. His incapacity is permanent given the etiology of his cognitive deficits.

(Foresti Declaration, Tab A.)

Dr. Ashcroft's October 8, 2024 letter states:

> Mr. Foresti has a history of stroke and significant cognitive impairment. He is not able to independently manage his instrumental activities of daily living and he is not capable of making health decisions on his own. For this he relies on his wife, Norma Foresti. His incapacity should be considered permanent.

(Foresti Declaration, Tab B.)

Furthermore, in Jonathan Frankman, DO's August 30, 2024, assessment, he confirmed that Decedent scored 14/30 on SLUMS [Saint Louis University Mental Status] "consistent with dementia." (Foresti Declaration, Tab G.)

The Court finds that Plaintiffs have met their burden showing that Decedent lacked legal capacity to enter into a contract based on Plaintiff Norma Foresti's Declaration and letters from Decedent's treating physicians about his lack of capacity before and after his time under the care of Ridgeway. As with the arbitration agreement in *Algo-Heyres*, the agreement here was a relatively complex four-page document that included legal terms, refers to various statutes, and waived Decedent's constitutional right to jury or court trial which would requires a greater mental function to enter into such Agreement. (88 Cal.App.5th at 1071 [finding that five-page document that included legal terms, referred to several statutes, and waived the constitutional right to trial was relatively complex].) Even though Decedent in the instant case did not suffer from the same level of mental capacity as respondent in *Algo-Heyres*, Plaintiffs here have met their burden to rebut the petition on the basis that Decedent lacked the ability to make decisions and to be responsible for his acts or decisions by a preponderance of the evidence. It is more likely to be true than not true that Decedent had a mental deficit that significantly affected his ability to understand the significant risks, benefits, and reasonable alternatives involved in the decision in signing the Agreement. Thus, it does not appear that Decedent had the capacity to consent to arbitration.

Furthermore, while Defendants argue that Plaintiffs did not provide any evidence that Decedent did not sign the Agreement, the Court makes its own observation of the Agreement upon its review. On paragraph 12, page 3 of the Agreement, there are two lines for initials as such:

> **12.** If the Resident intends this Agreement to cover services rendered by the Facility to the Resident before the date this Agreement is executed, the Resident (or the Resident's agent) should initial here to make this Agreement effective as of the date of the Resident's first admission to the Facility. ____ (Initials) ____ (Initials).

On the first line, the initials "R.F." are typewritten into the Agreement that appear to match the typewritten e-signature of Ridgeway's employee's signature on pages 3 and 4 of the Agreement. Decedent's signatures on these pages are handwritten, not typewritten. Defendants do not explain how the typewritten initials in paragraph 12 could have been authored by Decedent, giving the appearance at least that Defendants altered the Agreement to include Decedent's initials in paragraph 12 after Decedent signed on pages 3 and 4 of the Agreement. This discrepancy alone brings into question the validity and enforceability of the Agreement.

III. CONCLUSION

Defendants' petition to compel arbitration pursuant to C.C.P. section 1281.2 is **DENIED** and their related request for a stay pursuant to C.C.P. section 1281.4 is also **DENIED**.

Plaintiffs' counsel shall submit a written order on its motion to the Court consistent with this tentative ruling and in compliance with Rule of Court 3.1312(a) and (b).

3. 24CV04306, Sahati v. Windsong of Sonoma LLC

Defendant Windsong of Sonoma LLC's motion for summary judgment or summary adjudication in the alternative is **CONTINUED** to **Friday, February 20, 2026 at 3:00 p.m**. in Department 17.