

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

HON. BENJAMIN L. HANNA

Dept. 63/js

CVPO21-0198083

NANCY HEARDEN, ET AL.
Plaintiffs,

vs.

**WINDSOR REDDING CARE
CENTER, LLC, ET AL.,**
Defendants.

NATURE OF PROCEEDINGS:

FINAL RULING ON MOTION FOR SUMMARY JUDGMENT/ADJUDICATION

On August 28, 2026, the Court held a hearing on Defendants' motion for summary judgment and/or summary adjudication. Following the arguments of counsel, the Court took the matter under submission and hereby issues the following final decision.

Defendants Brius Management, Co. (Brius Management), Brius, LLC (Brius), Shlomo Rechnitz (Rechnitz), Rockport Administrative Services, LLC (Rockport), Rockport Healthcare Support Services (RHSS), Eretz River Valley Properties, LLC (Eretz), and Boardwalk West Financial Services, LLC (Boardwalk) (collectively "Brius Defendants") move for summary judgment, or in the alternative, summary adjudication on 42 issues. Defendant Windsor Norcal 13 Holdings, LLC ("Windsor Norcal") joined the motion. The Notice of Motion filed by Windsor Norcal only seeks summary judgment and does not list any issues for summary adjudication. Plaintiffs oppose the motion.

The operative pleading at issue here is Plaintiffs' Second Amended Complaint ("SAC").

Requests for Judicial Notice

The Brius Defendants request the Court take judicial notice of their Exhibits 1-8. These requests are granted pursuant to Evid. Code §§ 452(a), (b), (c), and (d) and 453.

Windsor Norcal requests the Court take judicial notice of the Second Amended Complaint filed in this matter on January 20, 2026, and the Doe Amendment filed April 11, 2023. Both requests are granted pursuant to Evid. Code §§ 452(d) and 453.

Plaintiffs request the Court take judicial notice of the Second Amended Complaint. That request is granted. Plaintiffs also request that the Court take judicial notice of "All pleadings and paper on file" in this matter. This is denied as an improperly broad and vague request for judicial notice.

Evidentiary Objections

*Plaintiffs' Objections to Brius Defendants' Evidence.*¹

1. Overruled
2. Overruled
3. Overruled (erroneously listed as ¶ 3, is actually ¶ 4)
4. Overruled (erroneously listed as ¶ 3, is actually ¶ 4)
5. Overruled (erroneously listed as ¶ 3, is actually ¶ 4)
6. Overruled (erroneously listed as ¶ 4, is actually ¶ 5)
7. Overruled
8. Overruled
9. Overruled
10. Overruled
11. Overruled
12. Overruled
13. Overruled
14. Overruled
15. Overruled
16. Overruled
17. Overruled
18. Overruled
19. Overruled
20. Overruled
21. Overruled
22. Overruled
23. Overruled
24. Overruled
25. Sustained as improper legal conclusion (Evid. Code § 310)
26. Sustained as improper legal conclusion (Evid. Code § 310) “does not exercise control over the business.” Overruled as to the balance.
27. Overruled
28. Overruled
29. Overruled
30. Overruled
31. Sustained as speculation and lack of personal knowledge (Evid. Code § 702)
32. Sustained as speculation and lack of personal knowledge (Evid. Code § 702)
33. Overruled
34. Sustained as hearsay for page 17, lns. 8-11. Overruled as to the balance.
35. Overruled
36. Overruled
37. Overruled
38. Overruled
39. Overruled
40. Overruled
41. Overruled
42. Overruled
43. Overruled
44. Overruled

¹ Plaintiffs assert these objections as to all Defendants, including Windsor NorCal.

45. Overruled
46. Overruled
47. Overruled
48. Overruled
49. Overruled
50. Overruled
51. Overruled
52. Overruled
53. Overruled
54. Overruled
55. Overruled
56. Overruled
57. Overruled (erroneously listed as Ex. V, is actually Ex. W)
58. Overruled (erroneously listed as Ex. V, is actually Ex. W)

Brius Defendants' Objections to Plaintiffs' Evidence.

1-137, 137.1., 137.2, 137.3 and 138-145. Overruled.

Windsor Norcal's Objections to Plaintiffs' Evidence.

1-4. Overruled.

Merits of the Motion

Summary judgment may be granted where it is shown that the action has no merit or that there is no defense to the action. CCP § 437c(a). To grant the motion, the Court must determine from the evidence presented that there is no triable issue as to any material fact, and that the moving party is entitled to judgment as a matter of law. CCP § 437c(c). In moving for summary judgment, a defendant has met his burden of showing that a cause of action has no merit if he has shown that one or more elements of the cause of action cannot be established, or that there is a complete defense to that cause of action. CCP § 437c(o). Once the defendant has met that burden, the burden shifts to the plaintiff to show that a triable issue of one or more material facts exists as to that cause of action or a defense thereto. The plaintiff may not rely upon the mere allegations or denials of his pleadings to show that a triable issue of material fact exists but, instead, must set forth the specific facts showing that a triable issue of material fact exists as to that cause of action or a defense thereto. CCP § 437c(p)(2). The scope of the defendant's initial burden is defined by the pleadings. See *580 Folsom Assocs. v. Prometheus Dev. Co.* (1990) 223 Cal.App.3d 1, 18.

Summary Judgment.

Each of the eight Defendants move for summary judgment on the Second Amended Complaint. The Second Amended Complaint consists of six causes of action and several theories of liability. Each request for summary judgment as to the Brius Defendants is identical with only the name of the Defendant changing.

Request for Summary Judgment: [Defendant] requests summary judgment on the grounds that there is no evidence of direct liability on any of Plaintiffs' causes of action, and there is no evidence that it is the alter ego or agent of, joint venturer or

conspirator with, or aided and abetted any licensee, facility operator, or care custodian.

Brius Defendants' Notice of Motion, filed May 12, 2026.

Windsor Norcal's Notice of Motion contains much broader language but similarly asserts a lack of direct liability as well as indirect liability.

In ruling on summary judgment, if the Court finds a triable issue of fact as to any indirect theory of liability, the Court need not analyze the other theories because Plaintiffs' prevailing on a single theory results in denial of summary judgment. (*Birdsall v. Helfet* (2025) 113 Cal.App.5th 558, 568-569.)

Conspiracy

In determining whether summary judgment is appropriate here, the Court will begin by analyzing Plaintiff's theory of conspiracy. Plaintiffs allege that "each and every Defendant was the agent, servant, employee, alter ego, joint venturer, aider and abettor, and co-conspirator of their co-defendants." SAC, ¶ 15.

In alleging conspiracy, Plaintiffs allege:

At all relevant times, Defendants, and each of them, knowingly agreed, combined, acted in concert, and conspired among themselves to engage in a course of conduct that constituted neglect of an elder or dependent adult within the meaning of Welfare & Institutions Code §15610.57, regulatory violations, patient rights violations, fraud/misrepresentation, and unfair business practices pursuant to Business & Professions Code § 17200 including but not limited to: (a) the failure to provide adequate staffing; (b) the failure to provide necessary medical care, supervision, and monitoring; (c) the failure to implement physician-ordered interventions and monitoring; (d) the failure to protect residents from health and safety hazards; (e) the failure and/or refusal to implement infection control procedures and interventions; and (f) misrepresenting and/or failing to disclose the true owners and Operators of the facility. Each Defendant shared the common unlawful objective of increasing profits and reducing operational costs by systematically understaffing Windsor Redding Care Center, limiting the availability of licensed nurses and CNAs, restricting expenditures on infection control, and supervision, concealing the resulting dangers to residents including the decedents identified in this action, and concealing the owners and operators of the facility. In furtherance of this conspiracy, Defendants performed overt acts, including but not limited to: establishing or enforcing staffing budgets that they knew were insufficient to meet resident acuity; suppressing or ignoring internal reports, State surveys and audits, and nursing assessments revealing serious care deficits; discouraging staff from reporting unsafe conditions or inadequate staffing; failing to provide resources necessary for infection control and monitoring; failing to allocate funds necessary to bring the facility into compliance with state and federal care standards, and failing to disclose the true ownership and operators of the facilities. Defendants knew or should have known that the acts committed in furtherance of the conspiracy created a substantial risk of physical harm, pain, suffering, and death to dependent adults and elders residing in the facility, including the Decedents at issue. As a direct and proximate

result of Defendants' conspiracy and overt acts, the Decedents herein suffered monetary loss, neglect, physical harm, pain, mental suffering, loss of dignity, and ultimately death as set forth herein.
SAC, ¶ 16.

CACI 3600 provides the essential factual elements of a civil conspiracy.

[Plaintiff] claims that [he/she] was harmed by [Coconspirator]'s [tort theory] and that [Defendant] is responsible for the harm because [he/she] was part of a conspiracy to commit [tort theory]. A conspiracy is an agreement by two or more persons to commit a wrongful act. Such an agreement may be made orally or in writing or may be implied by the conduct of the parties.

If you find that [Coconspirator] committed [tort theory] that harmed [Plaintiff], then you must determine whether [Defendant] is also responsible for the harm. [Defendant] is responsible if [Plaintiff] proves both of the following:

1. That [Defendant] was aware that [Coconspirator][and others] planned to [insert wrongful act]; and
2. That [Defendant] agreed with [Coconspirator] [and others] and intended that the [insert wrongful act] be committed.

Mere knowledge of a wrongful act without cooperation or an agreement to cooperate is insufficient to make [Defendant] responsible for the harm.

A conspiracy may be inferred from circumstances, including the nature of the acts done, the relationships between the parties, and the interests of the alleged coconspirators. [Plaintiff] is not required to prove that [Defendant] personally committed a wrongful act or that [he/she] knew all the details of the agreement or the identities of all the other participants.

CACI 3600.

The conspiracy alleged by Plaintiffs applies to all Defendants, including those Defendants who are not seeking relief in this motion.²

Conspiracy is not a cause of action, but a legal doctrine that imposes liability on persons who, although not actually committing a tort themselves share with the immediate tortfeasors a common plan or design in its perpetration. (*Wyatt v. Union Mortgage Co.* (1979) 24 Cal.3d 773, 784 [157 Cal.Rptr. 392, 598 P.2d 45].) By participation in a civil conspiracy, a coconspirator effectively adopts as his or her own the torts of other coconspirators within the ambit of the conspiracy. (*Ibid.*) In this way, a coconspirator incurs tort liability co-equal with the immediate tortfeasors.

Standing alone, a conspiracy does no harm and engenders no tort liability. It must be activated by the commission of an actual tort. " 'A civil conspiracy, however atrocious, does not per se give rise to a cause of action unless a civil wrong has

² The non-moving Defendants are S&F Management Company, Lee Samson, Windsor Redding Care Center, LLC (WRCC), Jerry Staffing, LLC, and River Valley Healthcare and Wellness Centre, LP (River Valley).

been committed resulting in damage.' " (*Doctors' Co. v. Superior Court* (1989) 49 Cal.3d 39, 44 [260 Cal.Rptr. 183, 775 P.2d 508] [hereafter *Doctors' Co.*], citing *Unruh v. Truck Insurance Exchange* (1972) 7 Cal.3d 616, 631 [102 Cal.Rptr. 815, 498 P.2d 1063].) "A bare agreement among two or more persons to harm a third person cannot injure the latter unless and until acts are actually performed pursuant to the agreement. Therefore, it is the acts done and not the conspiracy to do them which should be regarded as the essence of the civil action." (Note, *Civil Conspiracy and Interference With Contractual Relations* (1975) 8 Loyola L.A. L.Rev. 302, 308, fn. 28 [hereafter Note].)

We have summarized the elements and significance of a civil conspiracy: " 'The elements of an action for civil conspiracy are the formation and operation of the conspiracy and damage resulting to plaintiff from an act or acts done in furtherance of the common design. . . In such an action the major significance of the conspiracy lies in the fact that it renders each participant in the wrongful act responsible as a joint tortfeasor for all damages ensuing from the wrong, irrespective of whether or not he was a direct actor and regardless of the degree of his activity.' " (*Doctors' Co.*, *supra*, 49 Cal.3d at p. 44, citing *Mox Incorporated v. Woods* (1927) 202 Cal. 675, 677-678 [262 P. 302].) *Applied Equipment Corp. v. Litton Saudi Arabia Ltd.* (1994) 7 Cal. 4th 503, 510-511.

The long-established rule that a conspiracy, in and of itself, however atrocious, does not give rise to a cause of action unless a civil wrong has been committed resulting in damage (*Herron v. Hughes*, 25 Cal. 555) requires a determination of whether the pleaded facts show something was done which, without the conspiracy, would give rise to a right of action (*Orloff v. Metropolitan Trust Co.*, 17 Cal.2d 484 [110 P.2d 396]; *Mox Incorporated v. Woods*, 202 Cal. 675 [262 P. 302]; *Schaefer v. Berinstein*, 140 Cal.App.2d 278 [295 P.2d 113]; *Perry v. Meikle*, 102 Cal.App.2d 602 [228 P.2d 17]). The only purpose of the pleader in employing a conspiracy is to link together and make equally liable with him who carries out the scheme one who has agreed to a common design to commit a wrong (*Mox Incorporated v. Woods*, 202 Cal. 675 [262 P. 302]). To be actionable therefore, the alleged combination must result in the commission of a civil wrong, either by the perpetration of an unlawful act or some injurious act by unlawful means, resulting in damage (*McIntire v. Chevrolet Motor Co.*, 115 Cal.App. 187 [1 P.2d 40]; *Lynch v. Rheinschild*, 86 Cal.App.2d 672 [195 P.2d 448]; *Rose v. Ames*, 53 Cal.App.2d 583 [128 P.2d 65]; *Sweeley v. Gordon*, 47 Cal.App.2d 385 [118 P.2d 16]; *Peterson v. Corporation of America*, 21 Cal.App.2d 527 [69 P.2d 904]). *Agnew v. Parks* (1959) 172 Cal. App. 756, 762.

Under this law, therefore, in order to prevail on the summary judgment motion, each Defendant would have to show that each cause of action has no merit against any of the alleged co-conspirators or that the moving Defendant is not part of the conspiracy. The Defendants did not provide any argument as to the culpability of the non-moving Defendants. However, if a non-moving Defendant is liable for the causes of action alleged, and a moving defendant is part of the conspiracy, summary judgment cannot be granted.

The first cause of action is for abuse or neglect of an elder. The Court can begin by analyzing this tort from the point of potential liability by Defendant River Valley.

The Elder Abuse Act “affords certain protections to elders and dependent adults.” (*Winn, supra*, 63 Cal.4th at p. 152.) “Section 15657 ... provides heightened remedies to a plaintiff who can prove ‘by clear and convincing evidence that a defendant is liable for physical abuse as defined in Section 15610.63, or neglect as defined in Section 15610.57,’ and who can demonstrate that the defendant acted with ‘recklessness, oppression, fraud, or malice in the commission of this abuse.’” (*Winn*, at p. 152.) Section 15610.57 defines “neglect,” insofar as relevant here, as “[t]he negligent failure of any person *having the care or custody of an elder or a dependent adult* to exercise that degree of care that a reasonable person in a like position would exercise.” (§ 15610.57, subd. (a)(1), italics added; see *Winn*, at p. 152.)

Oroville Hospital v. Superior Court (2022) 74 Cal. App. 5th 382, 399.

Moving Defendants’ evidence does not show that the First Cause of Action against River Valley has no merit. In fact, Defendants did not even argue this. A review of the remaining causes of action yields the same result with respect to River Valley. The reason for this result is that for the second through fifth causes of action, the much of the underlying conduct is the same.

The only cause of action that is based on different facts is the sixth cause of action for fraud/misrepresentation. The admission paperwork listing WRCC as the entity responsible for care and not listing River Valley presents a triable issue of fact as to River Valley.

Defendants did not meet their burden of showing that River Valley is not liable for any of the causes of action.

Without that threshold issue being shown by Defendants, the Court then moves onto whether each moving Defendant has shown that either that there is no conspiracy or that the specific moving Defendant was not part of the conspiracy.

Neither party provided much evidence or argument regarding the underlying claims as a whole. The very high-level facts of this care are that WRCC and River Valley entered into a Management and Operations Transfer Agreement (“MOTA”) under which River Valley would operate the facility while WRCC remained the licensee. The facility name did not change. River Valley applied for a license with the California Department of Public Health (“CDPH”). This license application was initially denied. It was finally approved in 2023.

The decedents were all residents at the facility who died during an outbreak of COVID-19 in 2020 while the facility was operating under the MOTA. The admission agreements used during the relevant time period indicated that care and treatment was being provided by WRCC and did not list River Valley, Rockport, or Shlomo Rechnitz.

There is conflicting evidence regarding the extent that CDPH was aware that River Valley was operating the facility as WRCC was still listed as the licensee and payments were made to accounts owned by WRCC.

In analyzing whether summary judgment is appropriate, the Court will next separately address facts specific to each moving Defendant.

Defendant Brius Management Co.

This entity is owned by Shlomo Rechnitz (99%) and his wife (1%). In 2020, Rechnitz was the Chief Executive Officer, Chief Financial Officer, and sole director. His wife was listed as a secretary. When Rechnitz applied for the license in 2015, he believed he signed on behalf of "Brius." Divora Pinson managed the books for Brius Management, Brius, Boardwalk, and SR Capital.

Defendant Brius, LLC.

This entity is also owned by Shlomo Rechnitz and his wife. The entity owns several skilled nursing facilities but does not have an ownership stake in River Valley. Plaintiffs presented evidence that Rechnitz testified that he signed the MOTA on behalf of "Brius." In 2020, Brius was owned by Rechnitz and Rechnitz's wife. Devora Pinson (Boardwalk's office manager) keeps the Brius accounts and has access to them. During a deposition of Brius' Person Most Qualified, the PMQ stated that when he submits invoices, he submits to "someone at Rockport" a spreadsheet listing entities and then receives multiple checks correlating to the entries 30 to 90 days later. In addition to her work for Boardwalk, Divora Pinson also works for Eretz and River Valley. Pinson managed books for Boardwalk, Brius, Brius Management and SR Capital. Pinson regularly transferred funds to and from skilled nursing facility bank accounts to make sure the facility was funded. Divora Pinson also transferred funds from SR Capital (a lending company owned by Rechnitz) into the facility operating account. Some transfers from the facility to SR Capital occurred without documentation or a loan agreement. In 2021, \$5.9 million was transferred between the facility and SR Capital.

Defendant Shlomo Rechnitz.

Rechnitz signed the MOTA and listed himself as the Managing Member of River Valley. However, Rechnitz testified that he believed he signed the MOTA on behalf of "Brius." In the MOTA, Rechnitz and his wife jointly and severally indemnified WRCC for elder-neglect losses. Any notice under the MOTA was to be addressed "Attention Shlomo Rechnitz." The money paid for the agreement was \$10.00. Rechnitz applied for the license with CDPH in February 2015 and was denied in July 2016. River Valley is owned by Rechnitz. The application was prepared by Sharod Books, Rockport's Senior Vice President. During the relevant time period, Rechnitz sent an email which referred to residents as "our patients." Rechnitz received notification when WRCC received citations from CDPH. Employees from both Rockport and WRCC stated that they believed that Rechnitz was the owner. Rechnitz directed employees at the facility to work mandatory overtime and approved employee retention and recruitment policies at the facility. Rechnitz sent an email to administrators approving crisis pay "as the licensee of the facility." Richard Cich testified that during a stand up meeting, Tina Brey stated that Rechnitz has directed that the facility keep admitting patients. Rechnitz is either the full owner or has an ownership interest in Boardwalk, Eretz, Brius, and Brius Management.

Defendant Rockport Healthcare Services.

Per the Declaration of Steven Stroll, this entity is owned by Steven Stroll. The entity provides back-office work for Rockport Administrative Services. If a facility lacked an accounts payable person, someone from RHSS in the Philippines would fill that role. RHSS was involved in government billing for the facility, including coding MDS forms.

Defendant Rockport Administrative Services, LLC.

Per the Declaration of Steven Stroll, this entity is owned by Steven Stroll and his wife. The license application submitted to CDPH by Rechnitz was prepared by Sharod Brooks, Rockport's Senior Vice President. Rockport had a consulting services agreement with River Valley to

provide nursing personnel to ensure that staff met standards of care. Rockport was responsible for adequately staffing the facility, addressing violations and claims involving patient care, nursing compliance oversight, quality improvement activities, and ensuring residents received adequate care. Rockport's fee was 5% of the gross monthly revenue regardless of the services rendered. Rockport directed the facility to keep accepting new residents after the outbreak started. Rockport was responsible for infection control policies. Rockport controlled access to personal protective equipment during the outbreak. Rockport was in control of hiring/firing the facility administrator, Tina Brey.

Defendant Eretz River Valley Properties, LLC.

Rechnitz owns this entity and is the managing member. Devora Pinson is the bookkeeper. The agent for service of process is Steven Stroll. Eretz was deemed a related party in the WRCC/River Valley cost reports. Eretz subleases the property the facility operates from to WRCC. During 2020, Eretz paid \$494,954.00 in rent but received rental income in the amount of \$838,998.00, which represents a 70% markup for subleasing the premises.

Defendant Boardwalk West Financial Services, LLC.

Per the Articles of Organization, Steven Stroll, CPA is the initial agent for service of process, Shlomo Rechnitz is the only managing member, and Devora Pinson (Office Manager) is the agent for service of process. Both Rechnitz and Pinson list an address at 7223 Beverly Blvd. Suite 205 in Los Angeles, as the principal address. Boardwalk has a Financial Consulting Agreement with River Valley Healthcare & Wellness Centre, LLP. Rechnitz signed on behalf of Boardwalk and Tina Brey signed on behalf of River Valley.

Defendant Windsor Norcal 13 Holdings, LLC.

When signing a 2020 license renewal for WRCC, Administrator Tina Brey listed Windsor Norcal as the 100% owner of WRCC. Windsor Norcal owned WRCC until December 2022. Under the MOTA, WRCC as the licensee was to remain ultimately responsible for the care delivered to residents of the facility. Instead of Windsor Norcal signing the MOTA, the MOTA was signed by Lee C. Samson who is listed as President of WRCC. During the relevant time period, Windsor Norcal was managed by Samson and Defendant S&F Management. Defendant S&F Management insured Windsor Norcal during the relevant time period.

The alleged facts presented above demonstrate that each of the moving defendants (other than Windsor Norcal, which is tied to Lee Samson) is either Mr. Rechnitz himself or is somehow owned or managed by Mr. Rechnitz. Based on the extremely large volume of evidence provided, a reasonable jury could conclude that these businesses were set up in a manner to avoid detection of the entity responsible for patient care. Additionally, a reasonable jury could conclude that finances of the businesses were comingled in a manner that allowed funds that could and should have been used to adequately staff the facility to be directed to Rechnitz.

The Court need not find alter ego, joint venture, or conspiracy in this motion as the question on a summary judgment motion is not whether Plaintiffs have proven their case. In this motion, the Court is tasked with determining whether a triable issue of material fact exists. As to indirect liability, conspiracy specifically, the Court finds that there are triable issues of material facts as to each moving Defendant's agreement to and involvement in the alleged conspiracy. This warrants a denial of the motion and the Court need not analyze the matter for the remaining indirect liability theories.

Summary Adjudication.

The Brius Defendants present 42 issues for summary adjudication. The same six issues are repeated verbatim for each of the seven moving Defendants meaning that Issue 1 for Brius Management is the same as Issue 7 for Brius, LLC, and Issue 13 for Rechnitz and so on. The issues presented by the Brius Defendants are as follows:

Issue No. 1 for Summary Adjudication: [Defendant] requests summary adjudication as to the First Cause of Action for elder abuse because it lacked the care or custodial relationship required to establish liability for elder abuse and neglect.

Issue No. 2 for Summary Adjudication: [Defendant] requests summary adjudication as to the Second Cause of Action for negligence because it did not owe a legal duty of care to the decedent nursing home residents.

Issue No. 3 for Summary Adjudication: [Defendant] requests summary adjudication as to the Third Cause of Action for alleged Violation of the Patients' Bill of Rights under Health & Safety Code §§ 1430 because it is not the nursing home licensee.

Issue No. 4 for Summary Adjudication: [Defendant] requests summary adjudication as to the Fourth Cause of Action under the California UCL because Brius Management Co. has not engaged in an "unlawful" act.

Issue No. 5 for Summary Adjudication: [Defendant] requests summary adjudication as to the Fifth Cause of Action for wrongful death because there is no evidence of direct liability as to Brius Management Co.

Issue No. 6 for Summary Adjudication. [Defendant] requests summary adjudication as to the Sixth Cause of Action for fraud/misrepresentation because it did not make any direct or indirect representations much less a false representation to the plaintiffs or the decedent nursing home residents.

*Brius Defendants' Notice of Motion, filed May 12, 2026.*³

In joining the motion, Windsor Norcal did not list any additional issues for summary adjudication in the Notice of Motion.

A party may move for summary adjudication as to one or more causes of action within an action, one or more affirmative defenses, one or more claims for damages, or one or more issues of duty, if the party contends that the cause of action has no merit, that there is no affirmative defense to the cause of action, that there is no merit to an affirmative defense as to any cause of action, that there is no merit to a claim for damages, as specified in Section 3294 of the Civil Code, or that one or more defendants either owed or did not owe a duty to the plaintiff or

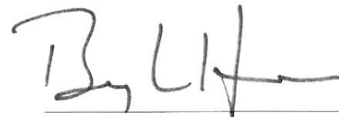
³ The Court notes that a footnote in Issue 1 reads, "Each cause of action refers to the cause of action as stated in Plaintiffs' First Amended Complaint and Doe Amendment." Because Defendants included, "operative complaint" in the opening paragraph, the Court has considered "First Amended Complaint" to be a typographical error and will consider this to read "Second Amended Complaint."

plaintiffs. A motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty.
CCP § 437c(f)(1).

The manner in which issues 1 through 42 are worded seeks summary adjudication of an entire cause of action. As noted above regarding the motion for summary judgment, there are triable issues of material fact as to conspiracy for each of the moving Defendants. Therefore, none of the six causes of action can be summarily adjudicated against any moving Defendant. For example, on Issue 1 even if it was shown that Defendant Brius Management lacked the care or custodial relationship required to establish liability for elder abuse and neglect, summary adjudication would not be granted because Issue 1 seeks to summarily adjudicate the First Cause of Action and the Court has already ruled in conjunction with the summary judgment motion that there are triable issues of material fact based on the alleged conspiracy.

For the reasons set forth above, the motion for summary judgment is **DENIED**. The motion for summary adjudication is **DENIED**.

Dated: September 9, 2026



BENJAMIN L. HANNA
Judge of the Superior Court

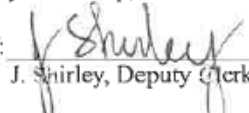
CLERK'S CERTIFICATE OF SERVICE BY MAIL [CCP §1013a(4)]

I certify that I am a Deputy Clerk of the Shasta County Superior Court, that I am not a party to this cause, and that the document entitled FINAL RULING ON MOTION FOR SUMMARY JUDGMENT/ADJUDICATION was served upon the person(s) whose name(s) and address(es) are set forth below, on this date in Shasta County, California, by placing the document for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: September 10, 2026

Cody Stenderup, Court Executive Officer/Clerk

BY:


J. Shirley, Deputy Clerk

YORK LAW CORPORATION 1111 EXPOSITION BLVD, BUILDING 500, SACRAMENTO, CA 95815

SCANNED

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