

**TENTATIVE RULINGS  
LAW & MOTION CALENDAR  
Friday, May 15, 2026 3:00 pm  
Courtroom 19 –Hon. Oscar A. Pardo  
3055 Cleveland Avenue, Santa Rosa**

The 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, **YOU MUST NOTIFY** the Judge’s Judicial Assistant by telephone at **(707) 521-6602**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

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

**TO JOIN ZOOM ONLINE:**

**Department 19 Hearings**

MeetingID: 160-421-7577

Password: 410765

<https://sonomacourt-org.zoomgov.com/j/1604217577>

**TO JOIN ZOOM BY PHONE:**

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**1. 23CV01925, Robledo v. Guerrero**

Both parties in this action seek to enforce a settlement entered into by the parties pursuant to C.C.P. section 664.6. Defendants Rogelio Guerrero, Fausta Franco-Guerro, and Sky Olive Nursery, LLC (together as “Defendants”) move simultaneously in a separate motion by Plaintiff Renaldo Robledo (“Plaintiff”). The motions are **GRANTED in part with instructions** as described below.

Plaintiff’s objections are **SUSTAINED** in part and **OVERRULED** in part. All requests for attorney’s fees and costs are **DENIED**.

The July 8, 2026, hearing date on Plaintiff’s motion to enforce the settlement is now **DROPPED** from calendar.

**I. Procedural & Factual History**

The action arises out of a partnership agreement between Defendants and Plaintiff for the joint sale and share in net profits for certain olive trees supplied by Plaintiff at Defendant’s nursery,

Sky Nursery (“Swan Hill olive trees”). (See First Amended Complaint [“FAC”], filed December 9, 2024.) Together, the parties also purchased real property located at 3479 North Marguerite Avenue near Corning, California for an olive tree nursery (the “Marguerite Property”). (FAC, ¶ 56.) Plaintiff filed this action against Defendants asserting eleven causes of action for various breaches of their Partnership Agreement, misrepresentation, and conversion. (See FAC.) After voluntary mediation before the Honorable James McBride (retired), the parties entered into a binding settlement agreement on September 11, 2025, titled Settlement Term Sheet (the “Settlement Agreement”). The relevant portions of the Settlement Agreement are as follows:

- 1. To settle all disputes by and between Rogelio Guerrero and Fausta Franco-Guerrero (“GUERRERO”) and Sky Olive Tree Nursery, LLC, on the one hand, and Reynaldo Robledo and Ericka Robledo, individually and as Co-Trustees of The Olive Tree Family Revocable Trust of 2022, U/A dated September 22, 2022 (“ROBLEDO”), on the other hand, pertaining to, arising from, or relating to the ownership and/or maintenance of that certain real property commonly known as 3479 North Marguerite Avenue, Corning, California 96021, Assessor’s Parcel Number 0870-160-004 as well as any and all issues pertaining to, arising from, or relating to the transportation, deposit, storage, maintenance, sale, and/or removal of various olive trees, including Swan Hill trees, Sevallanos trees and Ascalanos trees on or at GUERRERO’s Sky Olive Tree Nursery, located in Sonoma County, California, the parties hereby agree to the following:
- 2. The parties shall open escrow for the transfer of GUERRERO’s title to the Marguerite Avenue property as follows: Within sixty (60) days from September 11, 2025, ROBLEDO shall deposit into escrow the total cash sum of Three Hundred Thousand Eight Hundred Dollars (\$377,800.00) (the “Marguerite Avenue Settlement Payment”) by cashier’s check or wire transfer.
- 6. Within five court (5) days from September 11, 2025, the parties shall jointly file a Notice of Conditional Settlement of Sonoma County Superior Court Case No. 23CVO1925 (lead case) and Sonoma County Superior Court Case No. 23CV04271 (consolidated case).
- 7. Within five court (5) days from September 11, 2025, the parties shall enter into a formal settlement agreement with mutual releases of all claims and standard terms and conditions of settlement.
- 9. The settlement, including this settlement term sheet and any subsequent settlement agreement shall be enforceable pursuant to Code of Civil Procedure Section 664.6. The parties shall jointly request the court to retain jurisdiction for the purpose of 664.6 with their dismissals described above. This term sheet and any subsequent settlement agreement shall be admissible in any proceedings to enforce said agreements.

(Acevedo Supplemental Decl., filed December 4, 2025, Exhibit A [the “Settlement Agreement”].) Plaintiff filed a conditional notice of settlement of the entire case conditioned on the completion of the terms in the Settlement Agreement on September 16, 2025.

Based on paragraph 7 of the Settlement Agreement, the parties were supposed to enter into a “formal settlement agreement with mutual release of all claims and standard terms and conditions of settlement” by September 18, 2025, which the parties failed to do. Defendants seek the Court’s intervention to require the parties to enter into a “formal” settlement agreement before Defendants comply with the other terms of the Settlement Agreement, including the transfer of the Marguerite Property and Plaintiff’s collection of olive trees from Sky Nursery. The Court previously continued Defendants’ motion and ordered further briefing from Defendants to outline for the Court the terms that any formal settlement agreement between the parties would include that is not already encompassed by the Settlement Agreement. (See Minute Orders, served April 3, 2026.) Defendants filed a supplemental brief on April 22, 2026, and Plaintiff filed a Reply on May 7, 2026. In the interim, Plaintiff filed his own motion to enforce the settlement agreement, where he is asking the Court to order escrow to immediately close on the Marguerite Property (Settlement Agreement, ¶ 9) and give Plaintiff 10 days to remove his 60 olive trees from Sky Nursery without obstruction by Defendant Guerrero (Settlement Agreement, ¶ 5). However, in the proposed order lodged with Plaintiff’s motion, Plaintiff also includes a mutual release pursuant to paragraph 7 of the Settlement Agreement. (See Proposed Order, lodged March 13, 2026.) Plaintiff’s motion to enforce the settlement is on calendar for a hearing on July 8, 2026.

Since both Defendants and Plaintiff’s motions seek similar relief pursuant to the Settlement Agreement, the Court considers all arguments made across all briefs for both motions.

## **II. Governing Law**

C.C.P. section 664.6(a) provides: “If parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.” C.C.P. section 664.6(b) provides that a written agreement is enforceable if signed by a party, that party’s attorney, or an insurer’s authorized agent. (*Provost v. Regents of University of California* (2011) 201 Cal.App.4th 1289, 1295.) “Section 664.6 creates only a summary procedure for specifically enforcing certain types of settlement agreements by converting them into judgments.” (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 797.) Before judgment can be entered, there must be contract formation and a writing signed by the parties containing the material terms. (*Id.*) Like proving a contract, in order to have an enforceable agreement under Section 664.6, the moving party must show that there was mutual consent to common terms. (*Id.* at 811.)

## **III. Analysis**

### **A. Plaintiffs’ Objections to Defendants’ Declarations**

On March 20, 2026, Plaintiff filed objections to various declarations filed by Defendants in support of their motions on the basis of speculation, relevance, lacking foundation, or being barred by mediation privilege.

Plaintiff asserts 10 objections to the Declaration of Rogelio Guerrero (filed March 19, 2026). Plaintiff's objection to paragraph 17 is **SUSTAINED** and the other objections to Guerrero's Declaration are **OVERRULED**. Plaintiff asserts two objections to the Supplemental Declaration of Acevedo (filed on March 19, 2026). These objections are **OVERRULED**. Lastly, Plaintiff objects to the Declarations of Acevedo and Daniel D. Hardy filed on December 4, 2025, on the basis of mediation privilege. This omnibus objection is **OVERRULED** as Plaintiff fails to sufficiently and specifically identify the lines and/or paragraphs he is objecting to in either declaration.

B. The Settlement Agreement is Enforceable Pursuant to C.C.P. section 664.6

The Settlement Agreement states:

The settlement, including this settlement term sheet and any subsequent settlement agreement **shall be enforceable pursuant to Code of Civil Procedure Section 664.6**. The parties shall jointly request the court to retain jurisdiction for the purpose of 664.6 with their dismissals described above. This term sheet and any subsequent settlement agreement shall be admissible in any proceedings to enforce said agreements.

(Settlement Agreement, ¶ 9 [emphasis added].) The Settlement Agreement was the product of a 12-hour mediation with a retired judicial officer. The Settlement Agreement decided the material terms of this case: escrow and the transfer of title to the Marguerite Property and the allocation and removal of olive trees between Plaintiff and Defendants, including the number and species of trees and their respective location on the Sky Nursery property. Additionally, the purpose of entering into the Settlement Agreement was:

**To settle all disputes** by and between Rogelio Guerrero and Fausta Franco-Guerrero ("GUERRERO") and Sky Olive Tree Nursery, LLC, on the one hand, and Reynaldo Robledo and Ericka Robledo, individually and as Co-Trustees of The Olive Tree Family Revocable Trust of 2022, U/A dated September 22, 2022 ("ROBLEDO"), on the other hand, **pertaining to, arising from, or relating to the ownership and/or maintenance of [the Marguerite Property]** ... as well as **any and all issues pertaining to, arising from, or relating to the transportation, deposit, storage, maintenance, sale, and/or removal of various olive trees...**

(Settlement Agreement, ¶ 1 [emphasis added].) Therefore, there was a meeting of the minds on the material terms in this case, and a contract was formed that may be enforced. (*Weddington Productions, Inc.*, *supra*, 60 Cal.App.4th at 797 ["The litigants must first agree to the material terms of a settlement contract before a judgment can be entered "pursuant to the terms of the

settlement.”].) Additionally, all parties signed the Settlement Agreement on September 11, 2025, that contains the material terms, namely the disposition of the Marguerite Property and allocation of Swan Hill olive trees between the parties. Thus, the Settlement Agreement is enforceable under section 664.6.

C. The Parties’ Performance under the Settlement Agreement is Not Dependent on the Execution of a “Formal” Settlement Agreement under Paragraph 7

Plaintiff claims that Defendant Guerrero refused to authorize the escrow agent to close escrow on the Marguerite Property on December 17, 2025, which has prevented Plaintiff’s retrieval of the Swan Hill olive trees. (See Settlement Agreement, ¶ 5 [“Within ten (10) days from the close of escrow concerning the Marguerite Avenue property, ROBLEDO shall remove all Swan Hill olive trees...”].) Defendants contend that they are excused from performing under the Settlement Agreement until the parties execute a formal settlement agreement pursuant paragraph 7. Such argument is unveiling. Defendants claim that paragraphs 5 and 12 of the Settlement Agreement “were written with the clear intention that a later formal settlement agreement would expand on those terms to govern the process of tree removal and clarify the parties’ rights and responsibilities in a manner agreeable to all parties.” However, the plain language of paragraph 7 cannot be construed as a condition precedent (or subsequent) to Defendants’ performance under the Settlement Agreement that would prevent or delay the parties’ contractual rights from accruing or preventing their contractual duties from arising. (*Barroso v. Ocwen Loan Servicing, LLC* (2012) 208 Cal.App.4th 1001, 1009.) There is no language in paragraph 7 or any other paragraph in the Settlement Agreement (including paragraphs 5 and 12) that requires the parties to enter into a formal agreement *before* they are required to perform or that an executed formal agreement entered into on a later date would supersede or invalidate the underlying Settlement Agreement. (*Id.* at 1009–1010.) [“ ‘The existence of a condition precedent normally depends upon the intent of the parties as determined from the words they have employed in the contract.’ [Citations] ‘The rule is that provisions of a contract will not be construed as conditions precedent in the absence of language plainly requiring such construction. [Citations.]’” [citations omitted]].

Besides such a requirement not being written into the plain language of the Settlement Agreement, there is not sufficient evidence to support Defendants’ argument that the other terms of the Settlement Agreement were written with the intention that a later formal settlement agreement would expand on those terms. The Settlement Agreement is a thorough, highly detailed agreement resulting from a two-day mediation. The Settlement Agreement specifies the number and types of olives trees and their approximate location on the Sky Nursery property that Plaintiff would remove after the close of escrow and that Plaintiff required 10 dry days prior to removal. (Settlement Agreement, ¶ 5.) If there were any more terms governing Plaintiff’s removal of the Swan Hill olive trees, the Court finds that those terms would have been included in the Settlement Agreement. (See *Weddington Productions, Inc.*, *supra*, 60 Cal.App.4th at 810, citing Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial, at §§ 12:975 et seq. [“The CCP § 664.6 procedure empowers the judge hearing the motion to determine disputed factual issues that have arisen regarding the settlement agreement.”].)

Therefore, Defendants were not excused from their duties under the Settlement Agreement until the parties entered into a formal agreement, which includes Defendants’ duty to close escrow to

transfer title of the Marguerite Property to Plaintiff, allowing Plaintiff to remove the Swan Hill olive trees. Plaintiff's request to enforce the settlement as to these terms is **GRANTED**.

D. The Court May Not Add Additional Terms to the Settlement Agreement or Require the Parties to Execute a Vague Addendum

Defendants arguments hinge on their desire to include additional terms specific to Plaintiffs' removal of the Swan Hill olive trees, attempting to mitigate possible damage to the Sky Nursery property upon removal, filling the holes where the trees are removed, specifying that Plaintiff must provide one day telephonic notice to Defendant Guererro prior to removal, and that Plaintiff has five consecutive days to complete removal once he has begun. (Defendants' Supplemental Brief, Exhibit 1.) However, as explained above, if these terms were material, they would have been included in the Settlement Agreement and there is no sufficient evidence to show that these additional terms were contemplated at the time the Settlement Agreement was executed. Furthermore, Defendants' additional terms attempt to modify the Settlement Agreement by adding more parameters to Plaintiffs' removal of the Swan Hill olive trees, i.e., giving Plaintiff five less days to complete the removal. (Contra, Settlement Agreement ¶ 5 ["Within **ten (10) days** from the close of escrow concerning the Marguerite Avenue property, ROBLEDO shall remove all Swan Hill olive trees..."] [emphasis added].) The Court cannot and will not modify the terms of the executed Settlement Agreement. Nor may the Court create new material terms of a settlement because the Court does not have such authority under Section 664.6. (*Weddington Productions, Inc., supra*, 60 Cal.App.4th at 810.) The Court may only decide what terms the parties themselves have previously agreed upon. (*Id.*)

It is clear to the Court that all parties previously agreed on all terms contained in the Settlement Agreement. Defendants proposed additional terms are outside of the Settlement Agreement and there is insufficient evidence to show that Plaintiff contemplated such terms at the time of the execution of the Settlement Agreement. Principally, the Court does not have authority to require Plaintiff to sign a subsequent agreement. Even if the Court had authority to require Plaintiff to sign Defendants' proposed addendum, this has no bearing on the fact that Defendant Guerrero was required to deposit into escrow a deed transferring all right, title and interest in and to the Marguerite Property to Plaintiff and has failed to do so based on the evidence presented to the Court, which has prevented Plaintiff from retrieving the trees he is entitled to under the Settlement Agreement. Based on the foregoing, Defendants' request is **DENIED** regarding their proposed addendum.

E. Requests for Attorney's Fees are Denied

Both parties request attorney fees. However, the Settlement Agreement clearly provides that "[t]he parties shall bear their own attorneys' fees and costs incurred in the defense of litigation matters stated above, including the preparation of any and all settlement agreement, title transfer to the Marguerite Avenue property, and the escrow transaction contemplated herein." (Settlement Agreement, ¶ 10.) Therefore, all requests for attorney's fees and costs are **DENIED**.

F. Section 1542 Mutual Release of Claims

Lastly, both parties intended to execute a Civil Code section 1542 mutual release of all claims, which was contemplated at the time the parties entered into the Settlement Agreement and is a term in the Settlement Agreement. This request is **GRANTED**. However, since the parties cannot agree on the specific language, the Court is prepared to add a general Section 1542 mutual release verbatim to the statute to its judgment unless there is objection from the parties at the hearing.

#### **IV. Order and Conclusion**

Plaintiff shall draft and file a judgment containing the following terms within 5 (five) court days service of entry of the Court's order on this motion:

1. Escrow: Defendants shall comply with the terms of the Settlement Agreement (the September 11, 2025, Settlement Term Sheet) and authorize and/or act to complete the close of escrow on the Marguerite Avenue Property specified in the Settlement Agreement (A.P.N. 0870-160-004) **no later than 30 (thirty) days** of this Court's entry of judgment.
2. Mutual Release: Renaldo Robledo (a.k.a. Rey Robledo or Reynaldo Robledo) and Erika Robledo mutually release and forever discharge Rogelio Guerrero (a.k.a. Roy Guerrero), Fausta Franco-Guerrero, and Sky Olive Nursery Tree, LLC from claims of every nature and kind, whether known or unknown, arising from this action, or arising from or relating to the Swan Hill olive trees or the Marguerite Avenue Property. Rogelio Guerrero (a.k.a. Roy Guerrero), Fausta Franco-Guerrero, and Sky Olive Nursery Tree, LLC hereby mutually release and forever discharge Renaldo Robledo (a.k.a. Rey Robledo or Reynaldo Robledo) and Erika Robledo from claims of every nature and kind, whether known or unknown, arising from this action or arising from or relating to the Swan Hill olive trees or the Marguerite Avenue Property. Renaldo Robledo (a.k.a. Rey Robledo or Reynaldo Robledo), Erika Robledo, Rogelio Guerrero (a.k.a. Roy Guerrero), Fausta Franco-Guerrero, and Sky Olive Nursery Tree, LLC all expressly waive provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. Swan Hill Olive Trees: No later than 45 (forty-five) days after the close of escrow on the Marguerite Property, Plaintiff shall remove the Swan Hill olive trees from Sky Nursery as described in the Settlement Agreement, which includes and accounts for the 10 (ten) dry days prior to the removal of the Swan Hill olive trees.
4. Jurisdiction: The Court retains jurisdiction under C.C.P. section 664.6 to enforce the parties' Settlement Agreement.

5. This Judgment does not supersede or revoke the parties' September 2025 Settlement Agreement.

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

**\*\*This is the end of the Tentative Rulings.\*\***