

**TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, May 22, 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:

By Phone (same meeting ID and password as listed for each calendar):

+1 669 254 5252 US (San Jose)

PLEASE NOTE: The Court’s Official Court Reporters are “not available” within the meaning of California Rules of Court, Rule 2.956, for court reporting of civil cases.

1. 24CV04912, Saldana v. Sunrise Farms, LLC

Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is **CONTINUED to Friday June 26, 2026, at 3:00 p.m.** in Department 19. The Court previously denied this matter without prejudice as Plaintiff’s counsel failed to attach the Clark Declaration to its filing. Counsel re-filed the motion with the appropriate declaration. However, there are grave errors and inconsistencies in the Clark Declaration filed on February 11, 2026. The declaration appears to have been prepared for another case. Counsel exerts significant page space for a PAGA penalty exposure analysis when neither the Complaint nor the First Amended Complaint in this action assert a cause of action for violation of the Private Attorneys General Act. (Clark Decl., ¶¶ 18–24.) In the declaration, Counsel accounts for the PAGA allocation in the total settlement stating that “the settlement in the instant case provides for a gross settlement amount of \$287,250.00, with an estimated PAGA allocation of \$145,050.00 (the estimated Net Settlement Amount) with 65% (estimated at \$94,282.50) payable to the LWDA and 35% (estimated at \$50,767.50) distributed to the Aggrieved Employees...” (Clark Decl., ¶ 24.) However, the erroneous PAGA analysis does not seem to affect the amounts and analysis reflected in the Settlement Agreement and Memorandum of Points and Authorities (“MPA”) relevant to this case—a Gross Settlement Amount of \$287,250.00 and an estimated Net Settlement Amount of \$145,050.00 and no LWDA

payment. Therefore, as a courtesy to Defendant, the Court is continuing the matter to allow Plaintiff's counsel to fix its errors. Plaintiff's counsel shall file an amended Clark Declaration and amended MPA (since the MPA cites the Clark Declaration) no later than Friday, June 12, 2026, by close of business.

2. 25CV05965, Wells Fargo Bank, N.A. v. Chea

Plaintiff Wells Fargo Bank, N.A. ("Wells Fargo") moves for an order deeming Requests for Admission ("RFAs"), Set One admitted propounded on Defendant Jenny Chea ("Defendant") pursuant to C.C.P. section 2033.280. The *unopposed* motion is **GRANTED**. Sanctions are imposed in the amount of \$500.00 against Defendant and her counsel, jointly and severally.

I. Procedural History

This action is a collections case arising from Defendant's alleged failure to make timely payments on her credit card with Wells Fargo. (See Complaint, filed August 29, 2025.) On November 24, 2025, Wells Fargo propounded RFAs, Set One on Defendant. (Lopez Decl., ¶ 1, Exhibit 1.) Defendant's responses were due on December 29, 2025, but Wells Fargo did not receive any responses and sent a meet and confer letter to Defendant on January 9, 2026. (Lopez Decl., ¶¶ 4–5, Exhibit 2.) Wells Fargo did not receive a response to the January 9th letter. Defendant now seeks an order from the Court deeming the RFAs admitted.

II. Governing Law

A party who fails to timely respond to requests for admission waives any objection to the requests, and the requesting party may move for an order that the truth of any matters specified in the requests be deemed admitted. (C.C.P. §§ 2033.280(a)–(b).)

III. Analysis

Defendant's counsel was properly served with the motion on March 11, 2026, and on April 8, 2026, when Wells Fargo filed a proof of service of the Notice of Informal Conference and Sanctions with the May 22nd hearing date. Despite proper service, Defendant has failed to oppose the motion. Given that Defendant has not served any responses to the RFAs at the time of this writing, the Court **GRANTS** Wells Fargo's motion. The matters specified in Wells Fargo's RFAs are deemed ADMITTED pursuant to C.C.P. section 2033.280(b).

While Wells Fargo did not move for sanctions, C.C.P. section 2033.280(c) requires that the court impose a monetary sanction on the party or attorney, or both, whose failure to serve a timely response to the RFAs necessitated the motion. Thus, the Court imposes a \$500 sanction against Defendant and her counsel, jointly and severally, in favor of Wells Fargo.

IV. Conclusion

The motion is **GRANTED**. Sanctions are imposed in the amount of \$500.00 against Defendant and her counsel, jointly and severally.

Wells Fargo'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).

3. MCV-253787, Looney v. American DMT, Inc. A California Corporation

Court-appointed receiver Michael Brewer ("Mr. Brewer" or "Receiver") moves for an order finding the following pursuant to California Rule of Court, Rule 3.1184:

1. The Receiver complied with this Court's Order Granting Motion to Appoint Michael Brewer as Receiver dated December 8, 2021, and satisfactorily completed all of his duties; (Motion, 2:3–5.)
2. The Final Report and Account of the Receiver is approved. (*Id.* at 2:6.)
3. The final fees and expenses of the Receiver, his counsel, his agents, and brokers be approved. (Motion, 2:7–8.)
4. The Receiver's acts, transactions, and judgment be approved. (*Id.* at 2:9.)
5. The Receiver and his other professionals, at the expense of the Receivership Estate, are authorized to abandon or destroy any and all business records relating to the Receivership or to this action that are in their possession, control or custody, if not claimed by a party entitled thereto, in writing, within thirty (30) days of entry of the Order on this motion. Any party claiming such records must pay for all costs of taking possession of and delivery of such records. (*Id.* at 2:10–15.)
6. The Receivership is terminated, and the Receiver is discharged from his official duties, and the Receiver, attorneys, employees, and agents, and each of them, are fully exonerated from all liability as provided by law and in furtherance thereof, all persons and entities enjoined and restrained from commencing or prosecuting any action or proceeding against the Receiver on account of debts, claims and obligations of the Receivership. Any Receiver's bond is exonerated. (*Id.* at 2:16–21.)
7. The Receiver shall not be liable in any manner for any outstanding obligations and debts of the Receivership Estate, known or unknown, and that the Receiver shall not be liable to any person or entity, including taxing authorities. The Receiver shall make all financial documents of the Receivership Estate available to the parties in accordance with Paragraph 5 above. (*Id.* at 2:22–26.)
8. Should the Receiver, his agents, professionals, counsel or employees be called as a witness in any future proceeding or be required to respond to a document subpoena in connection with the Receiver's services in this matter, the requesting party shall pay the subpoenaed person's then current billing rate for the time and reimburse all fees and expenses in connection with such discovery response obligations. (*Id.* at 2:27–3:3.)

9. This Court reserves exclusive jurisdiction over any claim or claims that may be asserted against the Receiver or his professionals, for their respective services herein and all issues that were part of the subject matter of the Receivership and this Order, or that have arisen or may arise therefrom. (*Id.* at 3:4–7.)

10. Notice of this Motion was proper. (*Id.* at 3:8.)

On December 8, 2021, Mr. Brewer was appointed as receiver to take control of Defendant American DMT, Inc.’s (dba Okura Robata Grill & Sushi Bar) liquor license to satisfy a judgment entered against it. (Brewer Decl., ¶ 2, Exhibit 1.) However, Mr. Brewer was notified on February 1, 2022, that the California Department of Alcoholic Beverage Control had transferred the liquor license because Defendant sold the liquor license to another party. (Brewer Decl., ¶ 7.) Mr. Brewer now seeks to be discharged as the sale and transfer of the license terminated any duties owed under the Appointment Order. (Brewer Decl., ¶ 9.) All parties were served with the motion, and no party filed an opposition. (See Proof of Service, filed March 2026.)

Mr. Brewer seeks approval of the Final Report and Accounting, which totals \$2,999.90. However, Mr. Brewer does not provide any explanation in the four-year gap between when he learned that the liquor license was transferred (February 1, 2022) to when he filed the instant motion for termination of the receivership (February 25, 2026). Therefore, the Court questions Mr. Brewer’s “Bond Fee Renewal” charges dated November 16, 2022, December 18, 2023, December 18, 2024, and November 3, 2025, as all of these charges occurred well after Defendant’s liquor license was transferred. (Brewer Decl., Exhibit 2.) Therefore, the Court shall reduce Mr. Brewer’s requested costs by \$400.00 since the Court finds that Bond Renewal Fees after the liquor license was sold were not reasonably incurred. (*Melikian v. Aquila, Ltd.* (1998) 63 Cal.App.4th 1364, 1368, quoting *People v. Riverside University* (1973) 35 Cal.App.3d 572, 587 [“The amount of fees awarded to a receiver is “in the sound discretion of the trial court and in the absence of a clear showing of an abuse of discretion, a reviewing court is not justified in setting aside an order fixing fees.”].) The Court **GRANTS** the motion and approves Mr. Brewer’s Final Report and Accounting in the reduced amount of \$2,599.90.

The Receiver shall 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.****