TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, June 24, 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
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1. 25CV02204, Portfolio Recovery Associates LLC v. Cervantes

Plaintiff Portfolio Recovery Associates, LLC ("Plaintiff") filed the complaint in this action against defendant Yazmine Cervantes ("Defendant") for damages based on breach of contract (the "Complaint"). This matter is on calendar for the motion by Plaintiff for judgment on the pleadings.

Plaintiff's unopposed motion for judgment on the pleadings is GRANTED. Unless Defendant appears at the hearing and demonstrates that she can deny any of the material allegations or that she has one or more valid defenses to Plaintiff's causes of action, the motion will be granted, WITHOUT LEAVE TO AMEND.

A plaintiff is entitled to judgment on the pleadings if "the complaint states facts sufficient to constitute a cause or causes of action against the defendant and the answer does not state facts sufficient to constitute a defense to the complaint." (Code Civ. Proc. §438(c)(1)(A).) "The grounds for a motion for judgment on the pleadings must appear on the face of the challenged complaint or be based on facts which the court may judicially notice." (*County of Los Angeles v. Commission on State Mandates* (2007) 150 Cal.App.4th 898, 911.) As relevant here, the

essential elements of a common counts claim are indebtedness, consideration, and nonpayment. (See, *Farmers Ins. Exchange v. Zerin* (1997) 53 Cal.App.4th 445, 460; see also, *Zinn v. Fred R. Bright Co.* (1969) 271 Cal.App.2d 597, 600 [the elements of a claim for account stated are: (1) previous transactions between the parties establishing the relationship of debtor and creditor; (2) an agreement between the parties, express or implied, on the amount due from the debtor to the creditor, (3) a promise by the debtor, express or implied, to pay the amount due.]; *Allen v. Powell* (1967) 248 Cal.App.2d 502.)

In its Complaint, Plaintiff alleges that Defendant breached its contract with Synchrony Bank on or about April 9, 2024, for money lent at Defendant's request in the amount of $6,455.42. See, Complaint, ¶ 16-17. In her answer, Defendant has admitted all allegations.

As stated above, unless Defendant contests this tentative ruling and appears at the hearing to demonstrate she can deny any of the material allegations or that she has a valid defense, the motion will be GRANTED, without leave to amend, and after submission of this Order, the Court will sign the Proposed Judgment.

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

2-4. SCV-245738, Liebling v. Goodrich

This matter is the subject of an enormous record, containing innumerable plaintiffs and defendants. As is relevant here, plaintiffs prevailed in the action and obtained the August 4, 2021 judgment (the "Judgment") against defendant Robert E. Zuckerman ("Zuckerman"). Among the plaintiffs/judgment creditors is Richard Abel ("Abel").

This matter is on calendar for a motion by Abel to impose third party liability against Capital One, National Association ("Capital One") under CCP § 701.020. Abel has also filed two motions to enforce subpoenas served to nonparties, Wells Fargo Bank, NA ("Wells Fargo") and JP Morgan Chase Bank ("Chase").

The motion for third party liability is CONTINUED to the date below for evidentiary hearing. The motions to compel further responses to subpoena duces tecum against Wells Fargo and Chase are DENIED.

I. Facts and Procedural History

Abel was among the plaintiffs who obtained the Judgment against Zuckerman on August 4, 2021. Zuckerman has thus far not satisfied the amount owed to Abel under the Judgment. Abel obtained an order for Assignment on January 25, 2018 (the "Assignment"). Thereafter, he contacted Capital One in an effort to serve the Assignment, and did so on July 21, 2023, again on August 13, 2023, a third time on January 18, 2024, and most recently on December 26, 2024. These notices have produced intermittent seizures of funds.

Abel contends that Capital One has violated the Assignment by failing to either freeze accounts or remit all funds not otherwise exempt, including a credit rewards account. At the last hearing on the motion under CCP § 701.020, the Court joined Capital One to the case for adjudication of their alleged failure to comply with the levy as required by statute. Any supplemental briefing on the issue was required to be filed by May 26, 2026. Capital One filed a supplemental brief on that date. Abel did not file a supplemental brief but instead filed a response to Capital One's brief on June 16, 2025.

Abel also served subpoenas for documents under CCP § 1985.3 to both Wells Fargo and Chase on February 14, 2026. Each of the subpoenas requested documents related to Zuckerman and the following nonparties: Jason Zuckerman ("J. Zuckerman"), Stephen Reeder ("Reeder"), Patricia Gamboa-Garcia ("Gamboa"), Zuckerman Building Company, Inc. ("ZBC"), The Robert E. Zuckerman Foundation ("REZ Foundation"), Continental Communities, LLC ("Continental LLC"), Continental San Jacinto, LLC ("CSJ LLC"), San Jacinto Z, LLC ("San Jacinto LLC"), Rezinate San Jacinto Z, LLC ("Rezinate LLC"), Maravilla Center, LLC ("Maravilla"), Rezinate Construction Corporation ("Rezinate Corp."), Continental Communities Corporation ("Continental Corp."), CLSF Management, LLC ("CLSF LLC"), The Standard 9.5, LLC ("Standard LLC"), and The UCR Group, LLC ("UCR LLC"). Notice to Consumer was served on J. Zuckerman, Reeder and Zuckerman on February 10, 2026, by mail. Zuckerman, J. Zuckerman, Adam Zuckerman ("A. Zuckerman", together with J. Zuckerman, Gamboa and Reeder, "Nonparties"), Gamboa, and Reeder served objections on Abel and the deponents on February 24, 2026. Abel filed the motion to compel further responses from Chase on March 12, 2026. The motion related to the Wells Fargo subpoena was filed March 16, 2026.

II. Governing Law

A. Liability for Judgments Attributable to Third Parties

"If a third person is required by this article to deliver property to the levying officer or to make payments to the levying officer and the third person fails or refuses without good cause to do so, the third person is liable to the judgment creditor for … the amount of the payments required to be made." CCP, § 701.020 (a). Liability for third parties may be adjudicated within the underlying judgment case. *Bergstrom v. Zions Bancorporation, N.A.* (2022) 78 Cal.App.5th 387, 401. Good cause constitutes a defense to third party liability as applied to CCP § 701.020. *Id*. at 400.

"Even when the third person claims an interest in the property that is claimed to be owed to the judgment debtor, the court in certain circumstances may still determine the judgment creditor's and the third person's respective interests without a separate creditor's suit—but only when no adjudication of competing claims is required. When the claims require a contested adjudication, the parties are entitled to have the issues determined in an independent creditor's action, rather than by the motion procedure under section 708.120, subdivision (d)." *Ilshin Investment Co., Ltd. v. Buena Vista Home Entertainment, Inc.* (2011) 195 Cal.App.4th 612, 626.

B. Compel Responses to Subpoena Dulces Tecum

Parties have a right to serve deposition notices to nonparties, for both appearance at deposition and production of records. CCP § 2020.510. CCP § 2025.450 states that if a party fails to attend a deposition and produce documents without serving valid objections, the party seeking the deposition may request a court order compelling attendance. This applies where a party, "without having served a valid objection under subdivision (g), fails to appear for examination, or to proceed with it, or to produce... any document or tangible thing described in the deposition notice...." *Id*. The party moving to compel deposition attendance need only inquire as to what happened, not attempt to meet and confer. CCP §2025.450. CCP § 2025.450 expressly apply to motions to compel attendance where the party fails to appear "without having served a valid objection." An objection to defects or errors in a deposition notice must be served at least 3 days before the deposition date. CCP § 2025.410(a), (b). If a party serves a timely objection, no deposition shall be used against the objecting party if that party does not attend the deposition and the objection was valid. CCP § 2025.410(b). If a nonparty disobeys a deposition subpoena, the subpoenaing party may seek a court order compelling the nonparty to comply with the subpoena within 60 days after completion of the deposition record. (CCP §2025.480(b).) The objections or other responses to a business records subpoena are the "deposition record" for purposes of measuring the 60-day period for a motion to compel. *Unzipped Apparel, LLC v. Bader* (2007)156 Cal. App. 4th 123, at 132-133; *Rutledge v. Hewlett-Packard Co.* (2015) 238 Cal. App. 4th 1164, 1192. A nonparty opposing such motion without substantial justification may be subject to sanctions per CCP §§1987.2(a), 2020.030, 2025.480; see *Person v. Farmers Ins. Group of Cos.* (1997) 52 Cal App. 4th 813, 818.

Code of Civil Procedure Section 1987.1 states in relevant part that "[w]hen a subpoena requires the…production of books, documents or other things ... the court, upon motion reasonably made…may make an order quashing the subpoena entirely, modifying it, or directing compliance with it upon such terms or conditions as the court shall declare, including protective orders..." CCP §1987.1; see also, *Monarch Healthcare v. Superior Court* (2000) 78 Cal.App.4th 1282, 1287-1288. "In addition, the court may make any other order as may be appropriate to protect the person from unreasonable or oppressive demands, including unreasonable violations of the right of privacy of the person." *Ibid*.

Although Code of Civil Procedure section 1985(b) states in part that "an affidavit shall be served with a subpoena duces tecum issued before trial, showing good cause for the production of the matters and things described in the subpoena," Code of Civil Procedure section specifically states that "[a] deposition subpoena that commands only the production of business records for copying need not be accompanied by an affidavit or declaration showing good cause for the production of the business records designated in it." See CCP §§1985(b) and 2020.410(c); see also, *City of Woodlake v. Tulare County Grand Jury* (2011) 197 Cal.App.4th 1293, 1301 ["good cause affidavits are not always required…[f]or example, under the statutes providing for pretrial discovery in civil proceedings, a party may seek the production of business records for copying…" and "[a] deposition subpoena that commands only the production of business records for copying need not be accompanied by an affidavit or declaration showing good cause for the production of the business records designated in it."], quoting Code Civ. Proc. §2020.410(c); Cal. Prac. Guide Civ. Pro. Before Trial Ch. 8E-6, §8:547.5 ["A subpoena for the production of business records need not be accompanied by an affidavit or declaration showing good cause for production of the records."].

"California law provides parties with expansive discovery rights." *Lopez v. Watchtower Bible & Tract Society of N.Y., Inc.* (2016) 246 Cal.App.4th 566, 590-591. Specifically, the Code provides that "any party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action or to the determination of any motion made in that action, if the matter either is itself admissible in evidence or appears reasonably calculated to lead to the discovery of admissible evidence." CCP § 2017.010; see also, *Garamendi v. Golden Eagle Ins. Co*. (2004) 116 Cal.App.4th 694, 712, fn. 8. "For discovery purposes, information is relevant if it 'might reasonably assist a party in evaluating the case, preparing for trial, or facilitating settlement…" See *Lopez, supra,* 246 Cal.App.4th at 590-591, citing *Garamendi, supra,* 116 Cal.App.4th at 712, fn. 8. "Admissibility is not the test and information[,] unless privileged, is discoverable if it might reasonably lead to admissible evidence." *Ibid*. "These rules are applied liberally in favor of discovery, and (contrary to popular belief), fishing expeditions are permissible in some cases." *Ibid.* The scope of discovery is one of reason, logic and common sense. *Lipton v. Superior Court* (1996) 48 Cal.App.4th 1599, 1612. The right to discovery is generally liberally construed. *Williams v. Superior Court* (2017) 3 Cal.5th 531, 540.

Compelling need is not always the test to apply in determining whether discovery is permissible, as "Courts must instead place the burden on the party asserting a privacy interest to establish its extent and the seriousness of the prospective invasion, and against that showing must weigh the countervailing interests the opposing party identifies". *Williams v. Superior Court* (2017) 3 Cal.5th 531, 557. Good cause should be shown on requests for production from non-parties as well as parties. *Calcor Space Facility, Inc. v. Superior Court* (1997) 53 Cal.App.4th 216, 223–224 ("*Calcor Space Facility*"). Good cause can be met through showing specific facts of the case and the relevance of the requested information. *Associated Brewers Distributing Co. v. Superior Court of Los Angeles County* (1967) 65 Cal.2d 583, 586–587. "(T)he good cause which must be shown should be such that will satisfy an impartial tribunal that the request may be granted without abuse of the inherent rights of the adversary. There is no requirement, or necessity, for a further showing." *Greyhound Corp. v. Superior Court In and For Merced County* (1961) 56 Cal.2d 355, 388. As the right to discovery is liberally construed, so too is good cause. *Id.* at 377-378. "(A) party seeking to compel production of records from a nonparty must articulate specific facts justifying the discovery sought; it may not rely on mere generalities. (Citation). In assessing the party's proffered justification, courts must keep in mind the more limited scope of discovery available from nonparties." *Board of Registered Nursing v. Superior Court of Orange County* (2021) 59 Cal.App.5th 1011, 1039; citing *Calcor Space Facility* at 567; *see also Catholic Mutual Relief Society v. Superior Court* (2007) 42 Cal.4th 358, 366.

Postjudgment discovery procedures against third parties "provide() the trial court with the authority to permit a creditor to seek information regarding the existence of the debtor's property in the third party's possession and/or a debt owed to the debtor. A third party document subpoena must therefore be limited to 'confirm[ing] the existence of the subject property [and/or] debt.'". *Finance Holding Co. LLC v. The American Institute of Certified Tax Coaches, Inc.* (2018) 29 Cal.App.5th 663, 682. While the court is vested with some inherent powers to fashion appropriate procedures in this regard, the expansiveness of these procedures are still constrained by the purposes of postjudgment discovery. *Id*. at 686.

III. Motion to Hold Capital One Liable

This motion was previously continued for Capital One to supplemental briefing addressing the merits of the motion. Capital One has filed an opposition to the motion averring that they cannot be held liable, and that if the Court were inclined to hold them liable, that must occur in a creditors suit and not this action.

As an initial matter, Abel provides evidence that Capital One was properly served with the levy, and that subsequently funds have passed through the relevant account. Analysis proceeds to Capital One's various procedural contentions to the viability of the motion.

First, Capital One avers that they are not truly a party to this action and therefore cannot be held liable outside of a creditor's suit. In contending that their joinder to this matter is still insufficient, Capital One misapprehends the scope of their liability. Capital One *may* be found liable for those funds which *should* have been levied. Their liability is truly derived from their alleged failure to comply with the levies under CCP § 701.020, not Zuckerman's underlying misdeeds. They may only be held liable for "the value of the judgment debtor's interest in the property or the amount of the payments required to be made." CCP § 701.020(a)(1).[1] To that effect, this proceeding is their opportunity to challenge that allegation, to show that they complied with the levy or had good cause for failing to do so. *Bergstrom v. Zions Bancorporation, N.A.* (2022) 78 Cal.App.5th 387.

Capital One argues, without citation to authority, "As a national bank, Capital One maintains accounts across multiple states, and ***the domicile of the bank's deposit account is determined by where the account is maintained***, not by where the bank has physical branches or where the accountholder resides." Capital One's 5/26/26 Opposition, pg. 1:21-23. Unsupported by authority, the Court interprets this as bare argument. Capital One offers no evidence as to where the account at issue *is* maintained, arguing the inverse with mere conclusions. They contend that California cannot be the appropriate venue for the account, because it would be unreasonable to expect them to be acquainted with California's laws. In so arguing, Capital One has *inverted* the finding of one of their authorities. Capital One contends that they cannot be expected to "scour the statute books, acquaint himself with the case law, and come to a legal conclusion about the propriety of the issuing court's authority." *Hicks v. Midwest Transit, Inc.* (7th Cir. 2008) 531 F.3d 467, 473. But that court concluded that as such the burden was on the *debtor* to raise such deficiencies, not for the garnishee to refuse to comply with a court order which was valid on its face. *Ibid*. Capital One's contention represents the *opposite* of their quotation when taken in context. Capital One's position represents an astounding lack of deference to a state in which it clearly operates. It is a matter within the record that Capital One has at least enough branches in the state of California to qualify under CCP § 684.115. Jurisdiction over Capital One is clear.

Capital One's reliance on *Wanke, Industrial, Commercial, Residential, Inc. v. AV Builder Corp.* (2020) 45 Cal.App.5th 466, is also misplaced. In that case, the judgment debtor was a dissolved corporation who was owed money by the garnishee, and judgment creditor held a substantial

[1] While there is a second possible cap on liability under CCP § 701.020(a)(2), given the amount of the judgment, only subdivision (a)(1) appears applicable.

judgment over that amount. *Id*. at 471-472. However, the garnishee held interest in the amount owed to the judgment debtor, as the judgment debtor had allegedly failed to perform all contractual requirements. *Ibid*. Judgment creditor filed a creditor's suit, because garnishee *held interest in the owed amounts*. *Id*. at 473-474; see also CCP § 708.180. That is not the case here, where Capital One has expressed **no** interest in the accounts held. "When the third person claims no interest in the property or debt, such a motion procedure may be all that is required in order for the judgment creditor to obtain satisfaction of its judgment in whole or in part." *Id*. at 473. *Wanke* makes clear that this case is an appropriate venue for determination of third-party liability.

In a repeat of prior briefing, Capital One again avers, without any material evidence, that the account is "domiciled" in another state. They provide no law or facts showing this is the case. All that is provided is a cursory list of "Branch Office Deposits". See Aronsohn Decl., Ex. A. The only relevant evidence before the Court is that Zuckerman *is* domiciled in California, and that Capital One has at least 9 branches in this state. Capital One's averment that Zuckerman's account is actually domiciled in some unspecified state, and therefore is not garnishable, is properly met with disbelief. This logic amounts to Capital One essentially refusing to enforce *any* state court order, as they can simply contend that said orders come from states where the account is not domiciled, pointing to some other deposit account state as the true "domicile" of the account. It is a nonsensical interpretation of the concept of account domicile. There is no evidence anywhere in the record that Zuckerman is not a California resident, banking entirely within California, and transacting banking business with Capital One. Capital One fails to express a plausible reason why California would lack jurisdiction over that account.

Nor does Capital One's contention that their domicile argument constitutes good cause not to convey the funds appear supported by their attached decision in *In the Matter of Bank of America, N.A.*, No. 2022-CFPB-0002. See Aronsohn Decl., Ex. B ("*CFPB Decision*"). The Court does not take this decision as any form of binding authority, but as evidence of Capital One's belief that they had good cause to refuse compliance with the levy. Actual reading of that decision would show that their refusal, and interpretation of account location, was without merit. That decision repeatedly makes clear that the relevant concern was "the state where the Consumer resides", and application of garnishment exceptions be "applied to (the state's) residents". *CFPB Decision*, ¶ 38. "To garnish a bank account lawfully, a state court must have jurisdiction over the garnishee (the bank that holds a deposit account) and the property to be garnished (the deposit account)." *Id*. at ¶ 8. Nothing therein gives justification to a bank to *unilaterally* determining account residency, and in fact it castigates the practice of failing to communicate to the debtor *or the court* that there are jurisdictional issues. *Id*. at 61 (d). Capital One's contentions of facial good cause are not supported by the very standard they advance.

Capital One's assertion of CCP § 684.115 (d) is also unhelpful to their position. They flatly aver that there is *no* California account and read that provision as exclusive. They provide no case stating that § 684.115 acts to preclude anything, as opposed to being an affirmative statute, and the Court has already thoroughly addressed the location of the account.

Finally, Capital One has, according to Abel, provided some garnishments as required by the levy. Capital One does not dispute this and provides *no* explanation as to how that impacts their

various unmeritorious procedural arguments.

A trial on the value of the judgment debtor's interest in the property or the amount of the payments required to be made is necessary. CCP, § 701.020. The motion for imposition of third-party liability as to Capital One is **CONTINUED to trial call on September 4, 2026 at 8:30 a.m. in Department 19 for subsequent setting of evidentiary hearing dates.** Trial briefs are due by August 14, 2026.

IV. Subpoena to Wells Fargo

Abel has filed to compel further responses from Wells Fargo regarding records pertaining to Zuckerman, various entities, and Nonparties. The subpoena itself appears precluded by procedural defect. "A deposition subpoena that seeks 'personal records pertaining to a consumer' must be accompanied by proof that the consumer was served with notice of the subpoena or by the consumer's written authorization to release his or her personal records." *Board of Registered Nursing v. Superior Court* (2021) 59 Cal.App.5th 1011, 1035.

Both Wells Fargo, Zuckerman and Nonparties assert that the deposition subpoena was at least in part defective because the proofs of service were insufficient to show notice to the consumer. While Abel contends that his service was accomplished, that does not render his incomplete subpoena provided to Wells Fargo procedurally complete. Abel argues that proofs of service could not be signed until completed and served, and as such there was no need for the proof of service to be complete at the time the subpoena was served to Wells Fargo. The case law quoted above is not idle, it merely summarizes direct statutory requirements. For subpoenas under CCP § 1985.3, "the service of the deposition subpoena shall be accompanied either by a copy of the proof of service of the notice to the consumer described in subdivision (e) of Section 1985.3, or subdivision (b) of Section 1985.6, as applicable, or by the consumer's written authorization to release personal records…" CCP § 2020.410 (d). The consumer must be served "at least five days prior to the service upon the custodian of records…" CCP § 1985.3(b)(3). In short, Abel was required to attach the required **completed** proofs of service before serving Wells Fargo. His failure to do so renders the subpoenas procedurally defective. While Abel contends that service was clearly accomplished because objections were served, that does not mean service was accomplished timely. It clearly was not. Service on Zuckerman and Nonparties (that were served at all) were served a mere *four* days before Wells Fargo. Abel was required to serve the notice five days in advance, **plus** an additional five days due to mail service. Abel's service was untimely without even considering the method of service. There is no cause to overrule the objections asserted in this regard.

Second, Abel has introduced argument contending that postjudgment discovery is expansive, including to alter ego theory, this does not appear to justify the scope of the information sought based on the *factual* good cause displayed. While the Court notes that Abel cites to *Yolanda's, Inc. v. Kahl & Goveia Commercial Real Estate* (2017) 11 Cal.App.5th 509, 515 to aver that discovery remains expansive postjudgment, significant volumes of case law since have narrowed or disapproved that conclusion. See *Finance Holding Co. LLC v. The American Institute of Certified Tax Coaches, Inc.* (2018) 29 Cal.App.5th 663, 685. The Court has both express statutory authority under CCP § 708.120 and general discretionary powers to ensure that

judgments are capable of enforcement, but those do not mean that postjudgment discovery is unbounded. This Court follows that line of jurisprudence. While the Court maintains the ability to fashion appropriate remedies, the burden is on Abel as the movant to display that these remedies and expansions on express statutory methods are proper. He has failed to do so.

Abel is however correct that Zuckerman is not necessarily in the same position as Nonparties. Nonparties are entitled to rely upon the objection process to avoid production of records, but as a party, Zuckerman is required to *affirmatively* bring the matter before the Court in the form of a motion to quash or modify under CCP § 1987.1. CCP § 1985.3(g). Regardless, this does not dispose of Wells Fargo's objection predicated on the failure to accompany the subpoena with appropriate proofs of service. Wells Fargo's objection was meritorious, and Abel's motion to compel further cannot prevail as a result. Moreover, based on the apparent deficiency of service, Wells Fargo *could not have* produced the documents due to the deficient service on Zuckerman. Attachment of completed proofs of service are a requirement for production. Abel's failure to timely serve Zuckerman is preclusive of the enforceability of the subpoena against him generally, regardless of the inefficacy of his objection. Coming to the opposite conclusion would lead to absurd results, as it could logically concede that failing to serve a party consumer *at all* would nonetheless require production, since no motion to quash would be filed. The burden on Abel was to serve the subpoena properly with adequate notice to the consumers. Once the procedural strictures were met, Zuckerman was obligated to oppose the subpoena not through objection, but by motion to quash. Since Abel failed to properly serve the notice, no motion to quash was required.

On this basis, the motion to compel further responses as to the subpoena duces tecum on Wells Fargo is DENIED.

V. Subpoena as to Chase

The very same procedural objections addressed to Wells Fargo's subpoena apply equally to Chase. Abel served the subpoena on February 10, 2026, to only some of the consumers, including Zuckerman, and he served the subpoena to Chase on February 14, 2026. Service to the consumers that were served at all was untimely, and the motion rests on a procedurally defective subpoena notice as a result. The motion to compel further responses as to the subpoena duces tecum on Chase is DENIED.

VI. Conclusion

The motion under CCP § 701.020 against Capital One is **CONTINUED to September 4, 2026, at 8:30 am in Dept. 19** for trial setting.

Abel's motions to compel further responses to subpoena duces tecum against Wells Fargo and Chase are **DENIED**.

5. SCV-265714, County of Sonoma v. Castagnola

Plaintiff County of Sonoma (the "County"), filed the complaint in this action against the property owner in this case, defendant Michael L. Castagnola, as trustee of the Michael L. Castagnola revocable trust ("Defendant") alleging zoning violations and public nuisance under California Health and Safety Code §§ 17980 *et seq.* present at the property commonly known as 12778 Dupont Road, Sebastopol, California (the "Property"). The matter is currently set for final approval and discharge of the receiver, Mark Adams ("Receiver"). The matter is CONTINUED.

I. Governing Law

Cal. R. Ct. ("CRC") 3.1184(a) provides that a receiver must present by noticed motion or stipulation of all parties: 1) a final account and report; 2) a request for discharge; and 3) a request for exoneration of the receiver's surety. No memorandum of points and authorities is required unless ordered by the court, notice must be given to "every person or entity known to the receiver to have a substantial, unsatisfied claim that will be affected by the order or stipulation, whether or not the person or entity is a party to the action or has appeared in it," and if any allowance of compensation for the receiver is claimed, "it must state in detail what services have been performed by the receiver or the attorney and whether previous allowances have been made to the receiver or attorney and the amounts." CRC 3.1184(b)-(d). "A receivership terminates upon completion of the duties for which the receiver was appointed; or at any other time upon court order." Ahart, Cal. Practice Guide: Enforcing Judgments and Debts (The Rutter Group 2020) ¶ 4:940. The Receiver is entitled to seek compensation for services rendered. CRC 3.1183, 3.1184. The amount of compensation awarded to a receiver is within the sound discretion of the trial court and will not be reversed on appeal in the absence of an abuse of discretion. *Melikian v. Aquila, Ltd*. (1998) 63 Cal.App.4th 1364, 1368.

II. Analysis

The Receiver has filed a report stating that due to circumstances beyond the control of both the Receiver and the Court, Receiver has been named as a defendant in another suit derived from his duties as receiver. Receiver avers that case 25cv08769 relates to his conduct in the scope of the receivership, and as such he cannot request final approval until that matter is finally determined. There is a demurrer in that case scheduled for July 22, 2026. Receiver requests that the Court continue the matter until after that date. While the Court had been advocating for closure of the receivership, the Receiver's duties being protracted by third parties (resulting from Defendant's creation of easements during the pendency of these proceedings) necessitates continuance of final approval so these matters may be resolved.

The hearing on final approval and discharge is **continued to September 11, 2026, at 3:00 pm in Department 19**. Receiver is to file a declaration regarding the status of the other case, and if proper the other information applicable to final approval by August 27, 2026. Any opposition to final approval, assuming the other case has resolved, is to be filed by September 3, 2026.

The Receiver shall submit a written order 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.*****