

March 6, 2026, Civil L&M Tentative Rulings (Judge Kent Kellgrew)

1. CU0001723 UMPQUA BANK, as Successor by Merger to Columbia State Bank, an Oregon State Chartered Bank vs. Joseph A. Miller, DMD, Inc., a California Corporation et al

- Receiver's Motion to Approve Final Disposition of Assets and Discharge

Receiver Amplēo Turnaround & Restructuring, LLC d/b/a Amplēo's (the "Receiver") motion to approve final disposition of assets, terminate the receivership, discharge the receiver, and include the additional protective language found in Exhibit D to the supplemental briefing is granted as prayed.

Background

The Receiver was appointed by this Court by Temporary Order on April 7, 2025. The Order became permanent on May 30, 2025, and the Court entered an Order expanding the Powers of the Receiver on July 24, 2025 ("Receivership Order").

Pursuant to the Receivership Order, the Receiver was charged with, among other things, the exclusive custody and possession of the Receivership assets, managing such assets, and selling some of the identifiable assets of the Dental Practice. The Court notes the efforts of the Receiver were impacted by the need for court intervention in gaining access to such assets, including the grant of motions to sell identifiable assets, as well as the Court approved sale of the Dental Practice patient list. The Receiver has stated it has located and liquidated substantially all of the assets as are commercially practicable to liquidate, which the Receiver has categorized as accounts receivable; cash in bank accounts the Receiver has located; small items of personal property and equipment; and causes of action worth approximately \$16,082.61. Therefore, as there is nothing further for the Receiver to liquidate, the Receiver requests the Court approve the final disposition of the assets as referenced in Exhibit A; assign the claims against attorney Guyton to Ampleo in exchange for a small portion of unpaid fees; assign any remaining claims and accounts receivable to Umpqua; terminate the Receivership; and discharge the Receiver.

Discussion

The Court's administration of the instant receivership rests in its sole, sound discretion to be exercised with due regard to the unique facts of this particular case. *Alhambra-Shumway Mines, Inc. v. Alhambra Gold Mine Corp.* (1953) 116 Cal. App. 2nd 869, 873. As an extension of the Court's authority, the Receiver "has, under the control of the court, the power to . . . take and keep possession of property, to receive rents, collect debts, to compound for and compromise the same, to make transfers, and generally to do such acts respecting the property as the Court may authorize." Code Civ. Proc., § 568.

"In a civil action, a receiver is an agent and officer of the court, and property in the receiver's hands is under the control and continuous supervision of the court. . . . The

receiver is but a hand of the court, to aid it in preserving and managing the property involved in the suit.” *People v. Stark* (2005) 131 Cal. App. 4th 184, 204. Accordingly, “it is well settled that a trial court has broad discretion in its directions and approvals given to a receiver in respect to management of the property.” *Hillman v. Stults* (1968) 263 Cal. App. 2nd 848, 876.

The Court concludes that the requests by the Receiver are reasonable and within the Court’s broad discretion to authorize and approve. Given that the Receiver has determined, in its reasonable business judgment, that the requests are in accordance with its obligations under the Receivership Order, the Court exercises its broad discretion to grant the relief requested herein by the receiver. The Receiver is authorized to transfer and distribute the funds as set forth in Exhibit A to the instant motion.

Additional Protective Language Requested by Receiver

The Court finds the additional protective language requested by the Receiver is appropriate. As an agent and officer of the court, and under the control and supervision of the court, Receiver has conducted its duties in accordance with the court’s direction. “[B]efore filing a lawsuit against officers appointed or approved by the court”, a party must obtain leave from the court that appointed or approved them. *Barton v. Barbour* (1881) 104 U.S. 126. Such doctrine serves to protect receivers from the burden of defending against suits by litigants disappointed by actions made on the court’s behalf. *Akhlaghpour v. Orantes* (2022) 86 Ca.App.5th 232, 238-239. Moreover, the litigation privilege insulates the Receiver pursuant to Civil Code § 47. Additionally, United States district courts may not directly review a state court decision unless Congress has specifically authorized such relief. *Rooker v. Fidelity Trust Co.* (1923) 263 U.S. 413. Therefore, based on Dr. Miller’s counsel’s statements he would be suing the Receiver again following discharge, the protective language requested is warranted.

Conclusion

Based on the foregoing, the Court grants the Receiver’s motion to (1) approve final disposition of assets; (2) terminate the receivership; (3) discharge the receiver; and (4) include the additional protective language found in Exhibit D attached to the supplemental brief.

- Receiver’s Motion for Protective Order

Receiver’s motion for a protective order is dropped as moot due to the withdrawal of all discovery requests by Interested Party Jeffrey P. Guyton.