TENTATIVE RULINGS
LAW & MOTION CALENDAR
Wednesday, May 20, 2026 3:00 p.m.
Courtroom 17 – Hon. Jane Gaskell
3035 Cleveland Avenue, Santa Rosa

PLEASE NOTE: In accordance with the Order of the Presiding Judge, a party or representative of a party may appear in Department 17 in person or remotely by Zoom, a web conferencing platform.

CourtCall is not permitted for this calendar.

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

TO JOIN D17 ZOOM ONLINE:
Meeting ID: 161 126 4123
Passcode: 062178
https://sonomacourt-org.zoomgov.com/j/1611264123

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By Phone (same meeting ID and password as listed for each calendar):
+1 669 254 5252

The following 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 as to any motion, **YOU MUST NOTIFY** Judge Gaskell's Judicial Assistant by telephone at **(707) 521-6723**, and all other opposing parties of your intent to appear, and **whether that appearance is in person or via Zoom**, by ***4:00 p.m. the court day immediately preceding the day of the hearing.***

DEPARTMENT 16 MATTER IS LINE ITEM #6 IN THESE TENTATIVE RULINGS

1-2. 23CV00147, Romero Gonzalez v. Flores

Counsel Nicholas D. Brauns' ("Counsel Brauns") unopposed motion to be relieved as counsel for Defendant Rolando Flores doing business as Good Sorpresa ("Flores") is **GRANTED**.

Infinity Select Insurance Company's ("Infinity") unopposed motion to intervene is **GRANTED**. The proposed Answer-In-Intervention shall be filed within 10 days of this Court's order.

I. PROCEDURAL BACKGROUND

On May 11, 2022, Plaintiff was working in Flores' food truck located within the Mitote Food Park at 665 Sebastopol Road, Santa Rosa, California, when an explosion occurred engulfing

Plaintiff in flames and causing burns to his face and upper extremities. (Motion to Intervene Memorandum of Points and Authorities ["Motion to Intervene"], 2:16-21.) Plaintiff Pablo Romero Gonzalez ("Romero Gonzalez") filed his Complaint against other defendants and Flores, who retained Counsel Brauns on or about September 18, 2024. (Declaration in Support of Attorney's Motion to Be Relieved as Counsel ["Counsel Decl."], ¶ 2.) The parties stipulated to set aside the default that had been entered against Flores, who filed an answer on February 24, 2025. (Counsel Decl., ¶ 2.) Romero Gonzalez served discovery requests on Flores on or around October 1, 2025. Counsel Brauns attempted to make contact with Flores in order to prepare discovery responses. (*Ibid*.) Counsel Brauns attempted to contact Flores through multiple avenues of communication, including hiring an investigator, but has been unsuccessful. (*Ibid*.) Now, Counsel Brauns moves to be relieved as Flores' counsel.

After the action was filed, Flores contacted his commercial auto liability carrier, Infinity, and stated that the explosion occurred during the coverage period. (Motion to Intervene, 3:4-7.) At the time, Infinity was unclear about whether the coverage would be triggered, but agreed to provide defense for Flores and reserve rights until a final coverage determination could be made. (*Id*. at 4:9-16.) Because it has been difficult to get into contact with or locate Flores, Infinity seeks to remove any threat of eventual default and intervene in this action. (*Id*. at 4:15-20.)

Though both motions were timely and properly served, no opposition or objections were filed.

II. MOTION TO BE RELIEVED AS COUNSEL

Counsel Brauns argues that Flores is no longer operating the food truck and his whereabouts are unknown even though multiple efforts to regain contact with him were made, so it is unreasonably difficult to continue representation with no communication with the client. (Counsel Decl., ¶ 3.c.) As noted above, Counsel Brauns timely and properly served the parties and client with the moving papers and notice of the hearing date, but no opposition or objection was filed. (Proof of Service dated March 20, 2026.) The next hearing set in this matter is trial on July 10, 2026, as noted in the proposed order. The Court will grant this unopposed motion.

III. MOTION TO INTERVENE

Per C.C.P. section 387, a non-party intervenor may petition the court ex parte or by noticed motion to become a party to an action between other persons. The Petition shall include a copy of the proposed complaint or answer in intervention that sets forth the grounds upon which intervention rests. (C.C.P. § 387(c).) The court shall permit intervention upon timely application where a provision of law confers an unconditional right to intervene or "the person seeking intervention claims an interest relating to the property or transaction that is the subject of the action and that person is so situated that the disposition of the action may impair or impede that person's ability to protect that interest, unless that person's interest is adequately represented by one or more of the existing parties." (C.C.P. § 387(d)(1).) A nonparty may also be allowed to intervene if the

person has an interest in the matter in the litigation, or in the success of either of the parties, or an interest against both. (C.C.P. § 387(d)(2).)

Infinity argues that it is entitled by law to intervene to protect its interests because Infinity is exposed to direct liability and could be held liable for judgment against its insured, Flores, who cannot be located and has stopped communicating with counsel or Infinity. (Motion to Intervene, 5:22-28, 5:1-23.) As mentioned above, no party has opposed or objected. Since it appears that the statutory requirements under C.C.P. section 387 have been met, the Court will grant the motion and allow Infinity leave to file the proposed Answer-in-Intervention.

IV. CONCLUSION

Counsel Brauns' unopposed motion to be relieved as counsel for Flores is **GRANTED**. Unless oral argument is requested, the Court will grant and sign the proposed order lodged with this unopposed motion.

Infinity's motion to intervene is also **GRANTED**. Infinity shall file and serve its proposed Answer-in-Intervention within 10 days of this Court's order on this motion. Infinity shall also submit a proposed order on its motion incorporating the Court's tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

3. 24CV01665, Cach, LLC as assignee of Webbank v. Hunter

Plaintiff Cach, LLC's ("Plaintiff") unopposed motion to vacate the dismissal and enter judgment against Defendant Barbara Hunter ("Defendant") per Code of Civil Procedure ("C.C.P.") section 664.6 is **GRANTED**. Judgment shall be entered in the amount of **$2,449.42** (erroneously stated as $2,630.42 in the motion) for the outstanding debt plus costs.

PROCEDURAL HISTORY

Plaintiff is a debt buyer and an assignee of WebBank, a charge-off creditor which entered into a credit agreement with Defendant who used the credit under a charge-off account ending in 1816 for the purchase of certain goods and services. (See Complaint, ¶¶ 4-8.) Defendant owed $2,997.02 on the charge-off account, but the last payment made on the account was June 28, 2020. (*Id*. at ¶¶ 14-16.) Plaintiff filed the Complaint to recover this amount. The parties then entered into a Stipulation for Entry of Judgment ("Stipulation") verbally on or about April 17, 2024, which was reduced to a signed, written agreement a month later. (Mallonga Decl., Exhibit 1.) Under the Stipulation, judgment would not be entered in favor of Plaintiff as long as Defendant paid $2997.02 by paying a minimum of $64.00 per month starting on April 29, 2024, through September 29, 2024, and $88.00 per month from October 29, 2024, until the debt owed was paid in full. (*Id*. at Exhibit 1, ¶ 3.) The Stipulation was made pursuant to C.C.P. section 664.6 and the matter was dismissed with the parties' express agreement that the Court retain jurisdiction over the parties to enforce the

settlement until performance in full. (Mallonga Decl., Exhibit 1, ¶ 8.) If Plaintiff was required to enforce the Stipulation, then the prevailing party would be entitled to recover court costs and collect and enforce the judgment. (*Id*. at Exhibit 1, ¶ 15.) Defendant last made a payment under the Stipulation on June 9, 2025, then defaulted. (Motion, 2:10-15.) Defendant defaulted under the terms of the Stipulation, so Plaintiff now moves to enforce the stipulation and collect the judgment as well as court costs, less the payment of $912.00 that was paid. (Mallonga Decl., Exhibit 2.) Defendant did not oppose despite timely and proper service of the motion and notice of the hearing date.

ANALYSIS

If parties to a pending litigation agree to sign a written stipulation for settlement of the case, then the court may upon noticed motion enter judgment pursuant to the terms of the settlement. (C.C.P. § 664.6(a).) The court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement if the parties request it. (*Ibid*.) "Section 664.6 was enacted to provide a summary procedure for specifically enforcing a settlement contract without the need for a new lawsuit." (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 809, 71 Cal.Rptr.2d 265.)

Plaintiff moves unopposed to set aside or vacate the dismissal and enter judgment per the Stipulation and section 664.6. (Motion, 2:18-24, 3:3-5.) Plaintiff requests the Court to enter judgment in the amount of $2,630.42 which includes the principal sum remaining and court costs minus the amount paid by Defendant. (*Ibid*.)

Though Plaintiff sufficiently demonstrated that the parties entered into a valid written and signed stipulated agreement, under which Defendant continues to owe debt after defaulting on payment obligations, the Court finds that there was an error in Plaintiff's calculation of the amount owed. Defendant paid $912.00 on the principal sum of $2,997.02, leaving $2,085.02 remaining on the debt. Per the proposed Judgment, Plaintiff requests to add previous court costs of $272.19, e-filing fees of $32.21, and motion filing fee of $60.00. The Court calculates the total owed to be $2,449.42, rather than $2,630.42. Per the motion, the parties' Stipulation, and C.C.P. section 664.6, the Court finds it reasonable to enter judgment in the amount of $2,449.42 for the remaining debt owed plus costs.

CONCLUSION

Accordingly, the motion is **GRANTED**. Judgment shall be entered in the amount of **$2,449.42** (erroneously stated as $2,630.42 in the motion) against Defendant for the outstanding debt plus costs. Plaintiff shall submit a written order and judgment on the motion consistent with this tentative ruling and in compliance with California Rules of Court, Rules 3.1312(a) and (b).

4. 24CV06352, Looney v. Sarpai Brothers, Inc.

Plaintiff Gary Looney moves unopposed against Defendant Saprai Brothers, Inc. (erroneously named as "Sarpai Brothers, inc.") doing business as B&B Ice and Liquor to appoint

Landon McPherson as receiver to seize and sell Defendant's California Liquor License number 563495 to satisfy the $4,250.45 judgment entered February 27, 2025 (the "Judgment"). The unopposed motion is **GRANTED**, per California Code of Civil Procedure ("C.C.P.") section 564(b)(3).

Per C.C.P. section 564(b)(3), a court may appoint a receiver to carry a judgment into effect. The receiver may enforce the judgment where the judgment creditor has shown that, considering the interests of both the judgment creditor and debtor, the appointment of a receiver will reasonably allow the fair and orderly satisfaction of the judgment. (C.C.P. § 708.620.) Specifically, a court can appoint a receiver to transfer the judgment debtor's interest in an alcoholic beverage license for the purpose of satisfying a judgment. (C.C.P. § 708.630.)

Plaintiff was unable to enforce this Court's Judgment, so moves to appoint Mr. McPherson as receiver to take possession of and, if necessary, sell Defendant's California Liquor License number 563495 to satisfy the outstanding Judgment. (Motion, 1:22-28, 2:1-2.) The license is not subject to any security interests except for obligations under California law. (*Id*. at 2:25-28.) Plaintiff provided sufficient notice of the motion's hearing. (See Notice of Motion dated February 18, 2026.) Defendant has not opposed the motion.

Plaintiff has sufficiently shown that the appointment of Mr. McPherson as receiver is warranted because Defendant has never responded to the complaint, to any post-judgment discovery requests even after this Court's order compelling responses, or to any of Plaintiff's efforts to enforce the judgment entered. (Motion, pp. 3-5.) Mr. McPherson is a consultant broker for CAL ABC License Services and specializes in the acquisition and sale of liquor licenses in California with over 15 years of experience in the field. (McPherson Declaration, ¶¶ 1-4.)

As Plaintiff has satisfied the minimum requirements for the appointment of a receiver, Plaintiff's unopposed motion is **GRANTED**. The Court appoints Landon McPherson as receiver to seize and sell Defendant's California Liquor License number 563495 to satisfy the $4,250.45 judgment entered February 27, 2025. Unless oral argument is requested, the Court will sign the proposed order lodged with the motion.

5. 24CV07290, Wolkenhauer v. American Refrigeration Supplies, Inc.

The Court **GRANTS** Plaintiff Anthony Wolkenhauer's ("Plaintiff") motion for final approval on the Class and Representative PAGA Action settlement.

PROCEDURAL HISTORY

Plaintiff brought this class action against Defendant American Refrigeration Supplies, Inc. for labor code violations by way of their employment practices and policies. (Memorandum of

Points & Authorities ["MPA"], 3:8-19.) After Plaintiff filed the Complaint, the parties exchanged information informally including statistical data and written policies and procedures relating to wages, meal breaks, rest breaks, overtime compensation, and expense reimbursement. (MPA, 3:21-27, 4:1-18.) The parties then participated in a private mediation, which included arms-length, informed negotiations. (*Id*. at 7:17-22.) The parties ultimately agreed to settle this action on an all-inclusive basis for $260,000.00 (*Id*. at 2:5-6.) The Court approved Plaintiff's motion for preliminary approval of the class and representative PAGA action settlement and now Plaintiff moves for final approval.

ANALYSIS

Legal Standard for Final Fairness and Approval

After preliminary approval of a settlement, the court must determine the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not for the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260.) In making this determination, the court considers all relevant factors including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

Final Approval of Plaintiff's Motion

The Court considers the following for final approval of Plaintiff's motion regarding settlement:

1. *Class Members*

The Class is all current and former non-exempt employees of Defendant who worked for Defendant in California as a non-exempt employee at any time during the Class Period, from December 2, 2020, through June 30, 2025. (Otkupman Decl., Ex. B, Settlement Agreement, §§ 1.5, 1.12.)

2. *Class Notice*

Per the Declaration of Nick Castro, Case Manager for the ILYM Group, Inc. that served as the Claims Administrator, the ILYM Group received the Court approved text for the Class Notice

Packet on December 11, 2025, and mailed this packet out via U.S. First Class Mail to 98 individuals contained in the Class List who worked 7,825.57 work weeks. (Castro Decl., ¶¶ 4-7.) Of these, 6 Class Notice Packets were returned, 3 timely requests for exclusion were received, and no objections or disputes were received. (*Id*. at ¶¶ 9-13.) Thus, the total number of Participating Class Members is 95, and the total number of Workweeks worked by them is approximately 7,347.71. (*Id*. at ¶ 14.)

3. Aggregate Settlement

The Settlement means the disposition of this action effected by the parties' agreement and the Judgment entered by the Court after final approval, for the maximum settlement amount of $260,000.00 to be paid by Defendant. (Otkupman Decl., Ex. B, Settlement Agreement, §§ 1.1, 1.19, 1.21, 1.22, 1.25, 1.28, 1.44.)

4. Claims Administrator

ILYM Group as Settlement Administrator seeks approval of administrator expenses payment up to $5,550.00. (Castro Decl., ¶ 15.)

5. Attorney Fees and Costs

Plaintiff seeks approval of Otkupman Law Firm, A Law Corporation, as Class Counsel and an approval of attorney fees will be up to $91,000.00 and costs of $8,499.44. (Castro Decl., ¶ 15.)

6. Class Representative Service Payment

Plaintiff as Class Representative seeks approval of up to $10,000.00 for Plaintiff's Class Representative Service Payment. (Castro Decl., ¶ 15.)

7. Fair, Adequate, and Reasonable

A presumption of fairness exists where: 1) the settlement is reached through arm's length bargaining; 2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; 3) counsel is experienced in similar litigation; and 4) the percentage of objectors is small. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1802.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of by Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

In making this determination, the court considers all relevant factors including "the strength of [the] plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 128.)

Plaintiff argues that the Settlement is the result of "vigorous, adversarial, non-collusive, and arms-length negotiations" between the parties as well as extensive discussions, discovery, and comprehensive document and information exchange. (Final Approval Motion, 7:17-22.) So, the Settlement is presumptively fair and because the total settlement amount is fair and reasonable considering it is 88% of the maximum exposure of Defendant's liability in this action. (*Id*. at 7:25-27, 8:1-13.) Plaintiff argues that all fees requested are reasonable and this settlement allows Plaintiff to avoid the inherent risks of litigation. (*Id*. at 16:9-27, 17:1-7.)

Application

Based on the above, there is a presumption of fairness. The parties participated in arm's length mediation and extensive formal and informal discovery prior to reaching the Settlement. The Settlement amount is substantial in total and both sides faced uncertainty and risks absent settlement. Class Counsel also has extensive experience in Class Action litigation. Overall, the Court finds that the settlement, payment of fees and costs, and distribution of funds is fair, reasonable, and adequate, and is in the best interests of the Class Members.

CONCLUSION

Final approval of Plaintiff's class action settlement is **GRANTED**. Unless oral argument is requested, the Court will sign the proposed order and proposed judgment lodged with this motion.

6. 25CV03627, TD Bank USA, N.A. v. Soto

Motion for Order Deeming Request for Admissions to Defendant Admitted is **GRANTED.** The requests for admission will be deemed admitted unless the responding party provides responses in substantial compliance with the requirements by the time of the hearing. Code of Civil Procedure section 2033.280(c) (the court "shall" deem the requests admitted "unless it finds that the party to whom the requests for admission have been directed has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Section 2033.220").

FACTS

Plaintiff filed this action to collect on a debt which it alleges Defendant owes on a credit card agreement (the "Agreement"). It contends that Defendant opened a credit card account with Plaintiff pursuant to the Agreement, Plaintiff provided the account and performed according to the Agreement, but Defendant incurred a debt on the account and failed to pay it back as required.

DISCOVERY

As set forth in the Declaration of Laura D'Anna, Plaintiff served Defendant with Requests for Admissions, Set One ("RFAs") by mail on August 19, 2025, and the response was due by September 25, 2025, but Defendant has not responded.

MOTION

Plaintiff moves the Court to deem the RFAs admitted pursuant to CCP section 2033.280. There is no opposition.

AUTHORITY AND DISCUSSION

When a party fails to respond in a timely manner to RFAs, the propounding party may move the court to deem the matters admitted. Code of Civil Procedure ("CCP") section 2033.280. As with other discovery, failure to serve a timely response waives all objections. CCP section 2033.280(a). The court must grant the motion unless the responding party provides responses in substantial compliance by the time of the hearing. CCP section 2033.280(c) (the court "shall" deem the requests admitted "unless it finds that the party to whom the requests for admission have been directed has served, before the hearing on the motion, a proposed response to the requests for admission that is in substantial compliance with Section 2033.220"). There is no obligation to meet and confer for a motion to deem RFAs admitted. See *Demyer v. Costa Mesa Mobile Home Estates* (1995) 36 Cal.App.4th 393, 395; *Leach v. Sup.Ct.* (1980) 111 Cal.App.3d 902, 905-906; *Sinaiko Healthcare Consulting, Inc. v. Pacific Healthcare Consultants* (2007) 148 Cal.App.4th 390, 411.

However, as the court stated in *St. Mary v. Superior Court* (2014) 223 Cal.App.4th 762, at 776, "a responding party's service, prior to the hearing on the 'deemed admitted' motion, of substantially compliant responses, will defeat a propounding party's attempt under section 2033.280 to have the RFAs deemed admitted. [Citation.] As one court put it: 'If the party manages to serve its responses before the hearing, the court has no discretion but to deny the motion.'"

Plaintiff demonstrates that it served the RFAs and the deadline for responding expired long before it filed this motion, but Defendant has never served any responses. Plaintiff accordingly has met its burden. The court GRANTS the motion.

CONCLUSION

Motion GRANTED. The prevailing party shall prepare and serve a proposed order consistent with this tentative ruling within five days of the date set for argument of this matter. Opposing party shall inform the preparing party of objections as to form, if any, or whether the form of order is approved, within five days of receipt of the proposed order. The preparing party shall submit the proposed order and any objections to the court in accordance with California Rules of Court, Rule 3.1312.

7. 25CV04376, 5095 Knollwood, LLC v. Hollaway-Vinson

Defendant Kim Hollaway-Vinson's demurrer to Plaintiff 5095 Knollwood LLC's Complaint is **DENIED as moot** per Code of Civil Procedure section 472(a).

Per C.C.P. section 472(a), "a party may amend its pleading once without leave of the court at any time before the answer, demurrer, or motion to strike is filed, or after a demurrer or motion to strike is filed but before the demurrer or motion to strike is heard if the amended pleading is ***filed and served*** no later than the date for filing an opposition to the demurrer or motion to strike…" (C.C.P § 472(a). [Emphasis added.]) If a party timely amends the complaint per section 472(a), the party demurring to the original complaint must renew the demurrer as to the amended complaint in order to have its benefit against it. (*Ibid*.)

Plaintiff's First Amended Complaint ("FAC") was timely filed and served electronically upon Defendant via counsel before the deadline to file an opposition to the demurrer. (See FAC dated January 9, 2026.) Pursuant to C.C.P. section 472(a), the FAC is now the operative complaint in this matter and this demurrer is denied as moot. The Court notes that a subsequent demurrer was filed to the FAC and a hearing date was set for July 15, 2026. The parties confused the hearing date on that demurrer to the FAC with the hearing date for this demurrer. The Court will consider the subsequent demurrer on the hearing date of July 15, 2026, which was already set.

8. 25CV04755, Castro v. Crazy 8, LLC

Counsel Anatasia Bronski and Bronski, P.C. ("Counsel") move unopposed to be relieved as counsel for client Plaintiff Wendy Castro. The motion is **GRANTED**, per Code of Civil Procedure section 284(2).

Counsel's declaration requests to be relieved as attorney of record pursuant to California Rules of Court, rule 3.1362, and California Rules of Professional Conduct, rule 1.16(b). (Counsel Decl., ¶ 2.) Counsel's ability to continue representation will be limited by a professional transition, so Counsel notified Plaintiff to obtain substitute counsel to avoid any prejudice. (*Ibid*.)
Though the parties and client have been served with the moving papers, no opposition or objection was filed. The next hearing set in this matter is trial on October 30, 2026, as noted in the proposed order. Unless oral argument is requested, the Court will sign the proposed order lodged with the motion.

9. SCV-273510, Standring v. Workrite Economics, LLC

The hearing on the Final Fairness Hearing for the parties' class action and PAGA settlement is **CONTINUED** to **Wednesday, September 16, 2026, at 3:00 P.M. in Department 17**.

On October 15, 2025, the Court granted Plaintiff Standring's motion for preliminary approval of class action and PAGA settlement. The Court, on its own motion by in-chambers minute order dated February 19, 2026, set a final approval hearing date for Wednesday, May 20, 2026, at 3:00 P.M. in Department 17. However, no motion for final approval or any document supporting final approval has been filed by Plaintiff. Thus, the Court will continue the Final Fairness Hearing to allow Plaintiff to file a final approval motion. The moving papers shall be filed

and served no later than August 7, 2026. Any oppositions, objections, or replies to be filed against the motion shall be filed by the statutory deadlines set under C.C.P. section 1005(b). If Plaintiff fails to timely submit the final approval motion, the hearing will be vacated.