TENTATIVE RULINGS
LAW & MOTION CALENDAR
Friday, June 26, 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. 24CV02480, Schirtzinger v. Steele

Plaintiffs' motion to reconsider of the Court's March 4, 2026, Order disqualifying Plaintiffs' counsel, Violet Elizabeth Grayson, is **CONTINUED** to the CMC calendar on **Thursday, August 27, 2026, at 3:00 p.m.** in Department 19 for status of the Plaintiffs' appeal of this Court's March 4th Order. (See Order re Defendant Kaiser's Ex Parte Application to Stay all Proceedings Pending Appeal, signed on April 20, 2026, by the Honorable Oscar A. Pardo.)

2. 24CV03845, Eden v. Au Energy, LLC

Plaintiff Ramy Kaufler Eden ("Plaintiff") moves the Court to approve the parties' Stipulated Consent Judgment pursuant to Health and Safety Code section 25249.7(f)(4). The motion is **GRANTED**.

I. Procedural History

This action arises out of Defendant AU Energy, LLC's ("AU") alleged violations of Proposition 65 for failing to provide clear and reasonable warning about carcinogenic hazards associated

with unleaded gasoline exposure in violation of Health and Safety Code section 25249.6. AU owns and operates several gas stations in Sonoma County located at 6301 Hembree Lane, Windsor, California; 5085 Redwood Drive, Rohnert Park, California; 3453 Cleveland Avenue, Santa Rosa, California; 2005 Guerneville Road, Santa Rosa, California; 1484 E Cotati Avenue, Rohnert Park, California; and 255 Dutton Avenue, Santa Rosa, California (together as "Subject Locations"). (First Amended Complaint ["FAC"], ¶ 3.) Plaintiff is a citizen of California acting in the interest of the general public to promote awareness of exposure to toxic chemicals in California. (FAC, ¶ 7.) On or around July 24, 2023, Plaintiff served 60-Day Notices of Violation concerning the Subject Locations upon the requisite public enforcement agencies and AU. (Charo Decl., ¶ 6 and Exhibit B.) Plaintiff then filed its Complaint against AU on June 28, 2024, and filed the FAC on July 30, 2024.

The parties have reached a settlement and seek the Court's approval of their Stipulated Consent Judgment pursuant to Health and Safety Code section 25249.7(f)(4).

II. Governing Law

The Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code section 25249.5 et seq.) was adopted as Proposition 65. Proposition 65 requires persons in the course of doing business to provide clear and reasonable warning to individuals who they knowingly and intentionally expose to a chemical known to the state to cause cancer or reproductive toxicity. (Health & Saf. Code § 25249.6.) Private individuals acting in the public interest may bring enforcement actions against any violators where the private action is commenced more than 60 days from the date of notice of an alleged violation of Section 25249.5 or 25249.6 and the private individual has provided notice of the violation to the Attorney General, the district attorney/city attorney/prosecutor in whose jurisdiction the violation is alleged to have occurred, and to the alleged violator. (Health & Saf. Code § 25249.7(d)(1).) However, if there is a settlement in this type of action, the plaintiff if required to submit the settlement to the court for approval upon noticed motion, and the court may approve the settlement only if the court makes all of the following findings:

> (A) The warning that is required by the settlement complies with this chapter;
> (B) The award of attorney's fees is reasonable under California law; and
> (C) The penalty amount is reasonable based on the criteria set forth in paragraph (2) of subdivision (b).

(Health & Saf. Code § 25249.7(f)(4)(A)–(C).)

The plaintiff as a person in the public interest carries the burden of producing sufficient evidence to sustain each required finding. (Health & Saf. Code § 25249.7(f)(5).) Additionally, the plaintiff shall serve the motion and all supporting papers on the Attorney General, who may appear and participate in a proceeding without intervening in the case. (*Ibid.*)

III. Analysis

A. Terms of the Settlement

On January 20, 2026, the parties executed a Stipulated Consent Judgment for AU's alleged violations of Proposition 65. (Charo Decl., Exhibit A ["the Settlement"].) The Settlement requires AU to post at each of the Subject Locations the following warning:

> [symbol] **WARNING**: Breathing the air in this area or skin contact with petroleum products can expose you to chemicals including benzene, motor vehicle exhaust and carbon monoxide, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to www.P65Warnings.ca.gov/service-station

(Settlement, ¶ 3.1.) Any amendments to Proposition 65 or its implementing regulations that require the use of additional or different information on any warning applicable to the Subject Locations, may be used in place of the one above. (Settlement, ¶ 3.1.) AU must pay a total of $18,000.00 as the civil penalty, with 75% ($13,500.00) remitted to Office of Environmental Health Hazard Assessment and the remaining 25% ($4,500.00) remitted to Plaintiff within 15 days of the effective date pursuant to Section 25249.12(c)(1) and (d). (Settlement, ¶¶ 4.1, 4.2.) AU shall pay $15,000 in Plaintiff's attorney's fees and costs covering the investigation of potential violations, prosecuting this action in court, and negotiating a settlement. (Settlement, ¶¶ 4.4.) The Settlement includes dual release of claims clauses and declares that the Consent Judgment is a full, final, and binding resolution between the parties. (Settlement, ¶¶ 5.1–5.4.) Additionally, this Court retains jurisdiction of the matter, including enforcement and modification of the Consent Judgment. (Settlement, ¶ 12.1.)

B. Findings Required by the Court

1. The Proposed Warning is Compliant with Proposition 65

California Code of Regulations governs the requirements for a warning for environmental exposure from service stations that is to be posted on a sign at each gas pump. (Cal. Code Regs., tit. 27, §§ 25607.26(a), 25607.27(a).) These sections provide " "safe harbor' content and methods for providing a warning that have been determined "clear and reasonable" by the lead agency. (Cal. Code Regs., tit. 27, §§ 25600.) The proposed warning as stated in the Settlement follows the requirements listed in the regulation: the warning symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline, the word "warning" in all capital letters and bold print, and the specific phrase in the regulation as described in Title 27, Section 25607.27(a)(3). (See Cal. Code Regs., tit. 27, § 25607.27(a)(1)–(3).) The proposed warning, as outlined above, meets the three requirements under Title 27, Section 25607.27(a)(3).

2. The Award of Attorney's Fees is Reasonable Under California Law

The Settlement provides for an award of $15,000.00 in attorney's fees and costs payable to Plaintiff's counsel. (Settlement, ¶ 4.4.) Counsel declares that he has worked on this matter for at least 42 hours, including research related to AU and the Subject Locations, obtaining evidence of gasoline exposure at the Subject Locations and the absence of warnings there, preparing the

Notices and the confidential materials in support of the same, approving the Complaint, conducting discovery, conferring with Defendant's counsel telephonically and in writing to reach the terms reflected in the Settlement, research for and preparation of the Consent Judgment, and research for and preparation of the instant motion. (Charo Decl., ¶ 12 and Exhibit C.) Counsel lists costs as $929.86 for court filing fees and service of process. (Charo Decl., Exhibit C.) Counsel Charo has more than 23 years of experience as a licensed attorney in California and his hourly rate is $600 per hour for Proposition 65 matters. (Charo Decl., ¶¶ 13–16.)

The Court finds that $15,000.00 in attorney's fees and costs is reasonable under California law. Counsel's time and hourly rate are reasonable for the worked expended, the type of case, and Counsel's years of experience. The reasonable hourly rate is that prevailing in the community for similar work and the "community" is that where the court is located. (*Altavion, Inc. v. Konica Minolta Systems Laboratory, Inc.* (2014) 226 Cal.App.4th 26, 71–72 [citations omitted].) If Counsel billed at his regular rate for 42 hours, his attorney's fees would total over $25,000 plus costs. Therefore, a total of $15,000.00 is reasonable. While Counsel provided the Court with the *Laffey* Matrix and federal courts' pay tables for San Diego, Washington D.C., and the Bay Area (Charo Decl., Exhibits D–E), these resources are unnecessary for the Court to determine the reasonableness of attorney's fees as "the trial court is in the best position to value the services rendered by the attorneys in his or her courtroom." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702, citing *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) Regardless, the attorney's fees requested here are reasonable.

3. The Penalty Amount is Reasonable Under Section 25249.7(b)(2)

The Settlement provides for $3,000 per penalty per Service Location, totaling $18,000.00. (Settlement ¶ 4.1.) In assessing the amount of a civil penalty, the court shall consider the nature and extent of the violation, the number of, and severity of, the violations, and the economic effect of the penalty on the violator, whether the violator took good faith measures to comply with this chapter and the time these measures were taken, the willfulness of the violator's misconduct, the deterrent effect that the imposition of the penalty would have on both the violator and the regulated community as a whole, and any other factor that justice may require. (Health & Saf. Code § 25249.7(b)(2)(A)–(G).)

In addressing the reasonableness of the penalty amount, Plaintiff cites to the Attorney General's website that summarizes all Proposition 65 judgments entered in 2022 and 2023, of which approximately one-third of such judgments imposed penalties of $3,000 or less. Plaintiff argues that a $3,000 violation per Subject Location for exposing individuals to gasoline at a service station without first providing clear and reasonable warning of such exposure is consistent with penalties approved by courts in other Proposition 65 matters involving the same violations. Plaintiff contends that the violation was moderate in nature because although AU failed to provide members of the public with the requisite proposition 65 warnings, those who came onto AU's premises were nonetheless aware they would be exposed to gasoline. AU owns or operates 120 service stations in California. (Charo Decl., ¶ 20.) Plaintiff maintains that the $3,000 penalty per Subject Location in Sonoma County ($18,000.00) plus an additional $18,000.00 in penalties for violations pending in other counties across California ($36,000.00 in total) plus the payment of attorney's fees should have sufficient economic effect to deter any future violations by AU or

other gas station operators as this judgment will become public record. (Charo Decl., ¶ 22.) Additionally, after receiving the Notices (Charo Decl., Exhibit B), Defendant represented that it posted the warning described in paragraph 3.1 of the Settlement at the Subject Locations. (Charo Decl. ¶ 21.) Based on these factors, the Court finds that the $3,000.00 penalty amount per Subject Location totaling $18,000.00 in this case, is reasonable under Section 25249.7(b)(2).

C. The Settlement Serves the Public Interest

The court in *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, reversed the trial court's entry of consent judgments because the court failed to consider whether the judgments served the public interest. "In the context of Proposition 65 litigation, necessarily brought to vindicate the public interest, the trial court also must ensure that its judgment serves the public interest…Settlement without consideration of the public interest eviscerates the purpose of Proposition 65." (*Consumer Advocacy Group, Inc., supra,* 141 Cal.App.4th at 62.) The court in *Consumer Advocacy Group, Inc.* challenged the trial court's entry of consent judgments reasoning that the trial court should have considered each provision contained in the 20 pages of provisions of the judgments and that the Court "was not relegated to assessing only the warnings, penalties and fees." *(Ibid.)*

The additional provisions in the Settlement include a release of claims and waiver of California Civil Code section 1542. The Section 1542 language mirrors that of the statute and clearly states that the parties each acknowledge and understand the significance and consequences of this specific waiver of Section 1542 which is a material inducement for the Settlement. (Settlement, ¶ 5.4.) Furthermore, the dual release provisions are sufficiently narrow as Plaintiff releases AU from all claims, actions, suits, demands, etc., based on the alleged failure to warn about exposures to unleaded gasoline under Proposition 65 at the Subject Locations up through the date on which the Court approves and enters the Consent Judgment and similarly, AU waives any and all claims against Plaintiff, his attorneys, or other representatives for any and all actions taken or statements made in seeking to enforce Proposition 65 against AU in this matter or with respect to the Subject Locations. (Settlement, ¶¶ 5.2–5.3.) The other provisions in the Settlement are standard provisions, such as that California law governs the Consent Judgment (¶ 9.1), this Court retains jurisdiction of this matter (¶ 12.1), and a severability provision (¶ 15.1). Therefore, the Settlement serves the public interest by ensuring AU uses clear and reasonable warning to individuals at the Subject Locations.

D. Plaintiff Properly Served the California Attorney General

Section 25249.7(f)(5) requires service of the motion and all supporting papers on the Attorney General. Plaintiff served the Settlement to the Attorney General on or around March 11, 2026, and served notice of the hearing date on April 14, 2026. (See Plaintiff's Notice of Non-Opposition, filed June 22, 2026; Notice of Hearing, filed April 14, 2026.) Plaintiff has complied with the requirements of the California Code of Regulations, Title 11, Section 3008. The Court has not received any written objection from the Attorney General.

IV. Conclusion

Based on these factors and that the Settlement resolves this matter in its entirety, the motion is **GRANTED**.

Plaintiff'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. 24CV04499, Faha Palms v. Kangas

Plaintiff's Motion for Attorney's Fees is granted in its entirety.

4. 24CV04912, Saldana v. Sunrise Farms, LLC

Plaintiff Carmela Solano Saldana ("Plaintiff") moves for preliminary approval of the Class Action settlement pursuant to California Rules of Court, Rule 3.769. She seeks an order for the following:

1. Certify a class for settlement purposes only;
2. Appoint the Plaintiff as Class Representative for settlement purposes only;
3. Appoint Joseph Lavi, Esq., Vincent C. Granberry, Esq., and James H. Clark, Esq., of Lavi & Ebrahimian, LLP as Class Counsel;
4. Approve the Class Notice in the form attached as Exhibit "A" to the Settlement Agreement; and
5. Set a Final Approval and Settlement Fairness Hearing on a date that is approximately 150 days after the Court grants preliminary approval of the Settlement.

The motion is **GRANTED**. The Final Fairness Hearing is hereby set for **Friday, December 11, 2026, at 3:00 p.m.** in Department 19.

I. Procedural History

Plaintiff filed her initial Complaint against Defendant Sunrise Farms, LLC ("Defendant") on August 21, 2024, for various wage and hour violations and related violations of the Labor Code on behalf of herself and all others similarly situated. The Complaint alleged six causes of action for: (1) Failure to Pay Wages for All Hours Worked at Minimum Wage (Lab. Code §§ 1194, 1197); (2) Failure to Pay Overtime Wages for Daily Overtime Worked and/or Failure to Pay Overtime Wages at the Proper Rate (Lab. Code §§ 510, 1194); (3) Failure to Authorize or Permit Meal Periods (Lab. Code §§ 512, 226.7); (4) Failure to Authorize or Permit Rest Periods (Lab. Code § 226.7); (5) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment (Lab. Code §§ 201, 202, 203); and (6) Unfair Business Practices (Bus. & Prof. Code § 17200, et seq.). The parties engage in informal discovery and data exchange leading up to their mediation session with Hon. Lisa Cole (Ret.) on April 11, 2025. (Clark Decl., ¶ 5.) After a full day of negotiation, the parties reached an agreement and executed a Memorandum of Understanding. (Clark Decl., ¶ 5.) On July 8, 2025, the Court signed an order pursuant to the parties' stipulation to allow Plaintiff to file the First Amended Complaint ("FAC"). The FAC added two causes of action: (1) Failure to Indemnify Employees for Employment-Related Losses/Expenditures (Lab. Code § 2802); and (2) Failure to Provide Complete and Accurate Wage Statements (Lab. Code § 226). On May 30, 2025, the parties

executed a Settlement Agreement. (Clark Decl., Exhibit 1 [the "Settlement Agreement"].) Plaintiff now moves the Court to preliminarily approve the Class Action Settlement Agreement.

II. Analysis

The purpose of evaluating a proposed class action settlement on a preliminary basis is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (See Cabraser, Cal. Class Actions and Coordinated Proceedings §14.02 (2d ed. 2011).)

A. The Prior MPA and Declaration

The Court previously continued the matter to allow Plaintiff's counsel to file an amended MPA and declaration to correct erroneous references to a PAGA allocation that does not exist in this case. Counsel filed the amended documents on June 3, 2026. To avoid confusion, the Court **STRIKES** the MPA and Clark Declaration, both filed on February 11, 2026, pursuant to C.C.P. section 436.

B. The Settlement Agreement

The Class Members include hourly, non-exempt employees who worked for Defendant during the Class Period from August 21, 2020, to December 31, 2024. (Settlement Agreement, ¶¶ 1.4, 1.8, 1.11; Exhibit A, Proposed Notice of Class Action Settlement and Hearing.) There are approximately 91 Class Members who collectively worked 9,609 total workweeks. (Settlement Agreement, ¶ 8.)

The Gross Settlement is $287,250.00, which is approximately 14% of the realistic exposure estimated at $ 2,021,850.00 in damages ($432,405.00 for unpaid minimum and overtime wages, $576,540.00 for meal breaks, $576,540.00 for rest breaks, $48,045.00 for unreimbursed expenses, $218,400.00 for nonconforming wage statements, and $169,920.00 for waiting time penalties). (Clark Decl., ¶¶12– 17.) The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administration Expenses Payment. (Settlement Agreement, ¶ 1.23.) The Net Settlement Amount is the Gross Settlement amount less the following: Class Counsel Fees (estimated $95,750.00), Class Counsel Expenses (not to exceed $30,000.00), Class Representative Service Payment (estimated $10,000.00), and the Administration Expenses Payment (estimated $6,450.00), which equals a total Net Settlement Amount of $145,050.00. (Settlement Agreement, ¶ 1.27.) The remaining amount is to be paid to Participating Class Members as Individual Class Payments, which is a Participating Class Member's pro rata share of calculated according to the number of workweeks worked during the Class Period. (Settlement Agreement, ¶¶ 1.24, 1.27.) For tax purposes, 10% of Individual Class Payments are allocated to settlement of wage claims, and 90% is allocated to penalties and interest. (Settlement Agreement, ¶ 3.2.4.1.) Plaintiff shall receive Class Representative Service Payment no greater than $10,000.00. (Settlement Agreement, ¶¶ 1.12, 3.2.1.)

The parties have chosen ILYM Group, Inc., an experienced class action settlement administrator, to serve as the Administrator. (Settlement Agreement, ¶ 1.2.) Class Counsel Fees Payment shall

not exceed more than one-third of the Gross Settlement amount, which is currently estimated at $95,750.00. (Settlement Agreement, ¶ 3.2.2.) Class Counsel Litigation Expenses Payment shall not exceed $30,000.00. (*Ibid.*)

C. The Proposed Class and Commonality of Interests

The two basic requirements to sustain a class action are an ascertainable class and a well-defined community of interest in the questions of law and fact involved. (C.C.P. § 382; see also *Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 809.)

The proposed Class is sufficiently numerous and ascertainable as it consists of approximately 91 current and former non-exempt employees over the course of approximately 9,609 workweeks who received an estimated average rate of pay of $20.00/hour, as identified by Defendant's employment and payroll records. (MPA, 11:11–15, 15:24–26, 16:8–9.) Additionally, common issues of law and fact predominate as the central issue is the legality of Defendant's employment policies regarding Plaintiff's claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods and premium wages for missed meal and rest periods, failure to reimburse business-related expenses, failure to provide complete and accurate wage statements, entitlement to waiting time penalties or failure to pay all wages upon separation of employment, and alleged violations of California Business & Professions Code sections 17200, et seq. (MPA, 16:22–17:2.) A class action is superior to other available means to determine these issues given the size of the Class and the commonality of claims. (MPA, 17:3–8.) Plaintiff's claims are typical of the Class claims as she worked for Defendant as a non-exempt employee and suffered the same alleged violations during the Class Period. (MPA, 16:1–7.)

D. Fair, Adequate, and Reasonable

The purpose of evaluating a proposed class action settlement on a preliminary basis is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (See Cabraser, Cal. Class Actions and Coordinated Proceedings §14.02 (2d ed. 2011).) A presumption of fairness applies if there has been arm's length bargaining; investigation and discovery have been sufficient to allow counsel and the court to act intelligently; class counsel is experienced in similar litigation; and the percentage of class members who object to the settlement is small. (*Ibid.*; see also *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

The parties engaged in arms-length negotiations facilitated by a highly regarded wage and hour mediator. (Clark Decl., ¶¶ 6, 9.) The parties engaged in extensive informal discovery where Plaintiff's counsel reviewed the following: (1) time records; (2) pay records; (3) information relating to the size and scope of the class; (4) data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint, including time and wage records of the entire Class. (Clark Decl., ¶ 7.) The parties also conferred about the disputed factual and legal issues involved in this case, the risks attending further prosecution, including risks related to a contested motion for class certification, and the substantial benefits to be received pursuant to a compromise and settlement of the case. (Clark Decl., ¶ 9.) The Settlement reflects evaluation of the total number of current and former putative class members who worked during the relevant

time periods, the total number of workweeks at issue during the relevant time periods; the average hourly rate for the putative class members; and other relevant information, including Defendant's Employee Handbook and Plaintiff's personnel file, wage statements, and time records in addition to the inherent risks of litigation and the state of the law. (Clark Decl., ¶ 9.)

The Settlement appears generally within the reasonable range of settlement. The estimated maximum potential recovery in this matter is approximately $2,021,850.00 and the Settlement is $287,250.00, which is about 14% of exposure. (Clark Decl., ¶ 17.) The proposed costs to be subtracted from the Gross Settlement appear to be reasonable at this stage. The Net Settlement amount of $145,050.00 represents 7.17% of the maximum potential recovery, which is fair, adequate, and reasonable.

E. Notice

California Rules of Court, Rule 3.769(e), an order "must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing." Additionally, Rule 3.769(f) states that, "[i]f the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement."

The Notice will be mailed via first-class mail with a Spanish translation. (Settlement Agreement, ¶ 7.4.2.) The Notice will estimate the dollar amounts of an Individual Class payment payable to the Class Member and the number of Workweeks used to calculate the amount. (*Ibid.*) Furthermore, the Notice summarizes Class Members' legal rights, including instructions for how to opt-out of the Class Settlement, how to challenge the terms of the Settlement, how to challenge the number of Workweeks credited to the Class Member, the terms of a Class Members' release, when and where to attend the Final Fairness Hearing, and the contact information for Class Counsel and the Administrator. (Settlement Agreement, Exhibit A.) Thus, the proposed Settlement Notice attached as Exhibit A to the Settlement Agreement appears thorough and sufficient to adequately notify class members pursuant to Rule 3.769

III. Conclusion

Preliminary approval and certification of the Class, the Settlement Agreement, and Class Notice is **GRANTED**. The Final Fairness Hearing is hereby set for **Friday, December 11, 2026, at 3:00 p.m.** in Department 19. Unless oral argument is requested, the Court will sign the revised proposed order lodged with the Court on June 3, 2026.

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