

1 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 NIKKI TRENNER, ESQ (SBN 316007)
nikki@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429

FILED
Superior Court of California
County of Sacramento
01/13/2026
J. Servantez, Deputy

7
8 Attorneys for Plaintiff MICHELLE THOMAS
on behalf of the State of California,
9 and others similarly situated and aggrieved

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12 MICHELLE THOMAS, on behalf of the
State of California, and others similarly
13 situated and aggrieved,

14 Plaintiff,

15 v.

16
17 ELK GROVE MOTORS, INC., a California
Corporation; SELMA MOTORS, INC., a
18 California Corporation; SELMA AUTO
MALL, INC., a California Corporation;
19 SELMA AUTO MALL III, INC., a
California Corporation; and DOES 1-100,
20 inclusive,

21 Defendants.

Case No.: 23CV007153

Assigned for All Purposes to:
Hon. Jill H. Talley
Dept. 23

~~PROPOSED~~ **ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 9, 2026
Time: 9:00 a.m.
Dept.: 23

Reservation No.: A-07153-001

22
23
24
25
26
27
28

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action and PAGA Settlement, and having heard argument on the
3 Motion, hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
5 Declaration of Nikki Trenner, filed on December 9, 2025, (the "Settlement Agreement"), is within
6 the range of possible recovery and, subject to further consideration at the Final Approval Hearing
7 described below, is preliminarily approved as fair, reasonable, and adequate, and in the best
8 interests of the absent class members. The Court, for purposes of this Order, adopts all defined
9 terms as set forth in the Settlement Agreement.

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: "all current and former non-exempt employees that worked either directly or
12 via a staffing agency for Elk Grove Motors, Inc., Selma Motors, Inc., Selma Auto Mall, Inc. and
13 Selma Auto Mall III, Inc. (together "Elk Grove Motors" or "Defendants") at any location in
14 California at any time during the Class Period of June 17, 2023 to June 30, 2025."

15 3. The Court finds the Settlement Class, consisting of approximately 671 members, is
16 so numerous that joinder of all members is impracticable, and that the Settlement Class is
17 ascertainable by reference to the business records of Defendants.

18 4. The Court finds further there are questions of law and fact common to the entire
19 Settlement Class, which common questions predominate over any individualized questions of law
20 or fact. These common questions include, without limitation: (1) whether Defendants paid
21 Settlement Class Members for all hours worked, (2) whether Defendants provided Settlement
22 Class Members with all required meal and rest periods, and (3) whether Defendants provided
23 Settlement Class Members with proper itemized wage statements.

24 5. The Court finds further the claims of named Plaintiff Michelle Thomas are typical
25 of the claims of the Settlement Class, and that they will fairly and adequately protect the interests
26 of the Settlement Class. Accordingly, the Court appoints Michelle Thomas as the Class
27 Representative, and appoints their counsel of record, Zachary M. Crosner, Jamie Serb and Nikki
28 Trenner, and Crosner Legal, PC, as Class Counsel.

1 6. The Court finds further that certification of the Settlement Class is superior to other
2 available means for the fair and efficient adjudication of the controversy.

3 7. The Court finds further that, in the present case, the proposed method of providing
4 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
5 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
6 the proposed Settlement and provides the best notice possible under the circumstances. The Court
7 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
8 Members of the terms of the Settlement and their rights thereunder, including the right to object to
9 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
10 from the Settlement and the procedure for doing so, their right to obtain a portion of the
11 Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed
12 Notice of Class Action Settlement (Exhibit A hereto and incorporated herein by this reference),
13 and the procedure for providing Notice set forth in the Settlement Agreement, all are approved by
14 the Court.

15 8. Under the terms of the Settlement Agreement, the Court approves the Parties'
16 selection of Apex Class Action as the Settlement Administrator. The Settlement Administrator is
17 ordered to mail the Class Notice to the Settlement Class Members via First-Class U.S. Mail as
18 specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the
19 Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this
20 Order and the Settlement Agreement, and particularly with respect to providing the Settlement
21 Administrator all information necessary to perform its duties under the Settlement Agreement.

22 9. Any member of the Settlement Class who wishes to comment on or object to the
23 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
24 Counsel or any proposed representative enhancement to the Class Representatives, shall have
25 forty-five (45) days from the mailing of the Class Notice to submit his or her comments and/or
26 objection to the Settlement Administrator, as set forth in the Settlement Agreement and Class
27 Notice.

28 10. Any member of the Settlement Class who wishes to exclude themselves from the

1 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
2 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
3 and Class Notice.

4 11. The Settlement administrator is ordered to file a declaration in advance of the Final
5 Approval Hearing attaching and authenticating all Requests for Exclusion, if any, and further
6 attaching and authenticating all Objections, if any.

7 12. A Final Approval Hearing is hereby set for June 12, 2025, at 9:00 a.m. in
8 Department 23 of the Sacramento County Superior Court, to consider any objections to the
9 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
10 and given full and final approval by the Court, and to determine the amount of attorney's fees and
11 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
12 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
13 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
14 approval, the award of attorney's fees and costs to Class Counsel, the enhancement awards to the
15 Class Representatives, and the fees and costs of the Settlement Administrator, shall be filed no
16 later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right
17 to continue the Final Approval Hearing without further notice to the Settlement Class Members.

18 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any
19 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
20 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

21
22 Dated: 01/13/2026

23 
24 Judge of the Superior Court
25 Jill H. Talley, Judge

