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Attorneys for Plaintiff MICHELLE THOMAS

FILED
Superior Court of California
County of Sacramento
06/18/2026
T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

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

Plaintiff,

v.

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

Defendants.

Case No.: 23CV007153

Assigned for All Purposes to:
Hon. Jill H. Talley
Dept. 8A

**~~PROPOSED~~ ORDER GRANTNG
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, AND REQUEST FOR
ATTORNEY'S FEES, AND JUDGMENT
THEREON**

Date: June 12, 2026
Time: 9:00 a.m.
Dept.: 8A

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 Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement (the "Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Nikki Trenner, filed on December 9, 2025, is the product of arms-
8 length negotiations between the parties and the terms of the Settlement Agreement are fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
10 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
11 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

12 3 The Settlement Class, which was provisionally certified by the Court in its August
13 28, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
14 Procedure Section 382 for purposes of settlement only. The Settlement Class includes "all current
15 and former non-exempt employees that worked either directly or via a staffing agency for Elk
16 Grove Motors, Inc., Selma Motors, Inc., Selma Auto Mall, Inc. and Selma Auto Mall III, Inc.
17 (together "Elk Grove Motors" or "Defendants") at any location in California at any time during
18 the Class Period of June 17, 2023 to June 30, 2025."

19 4. The Court adjudges all Participating Class Members, on behalf of themselves and
20 their respective former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, release Released Parties from all claims that were alleged, or reasonably
22 could have been alleged, based on the Class Period facts stated in the Operative Complaint,
23 including claims for: (a) recovery of unpaid minimum wages and liquidated damages; (b) recovery
24 of unpaid overtime wages; (c) failure to provide meal periods or compensation in lieu thereof; (d)
25 failure to provide rest periods or compensation in lieu thereof; (e) failure to furnish accurate
26 itemized wage statements; (f) failure to timely pay all wages due upon separation of employment;
27 (g) failure to reimburse business expenses; and (h) violations of the Unfair Competition Law.
28 Except for the PAGA Released Claims, if applicable, Participating Class Members do not release

1 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social security, workers'
3 compensation, or claims based on facts occurring outside the Class Period.

4 5. The Court further adjudges that all Aggrieved Employees are deemed to release, on
5 behalf of themselves and their respective former and present representatives, agents, attorneys,
6 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
7 Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
8 facts stated in the Operative Complaint and the PAGA Notice, including (a) failure to pay
9 minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods or
10 compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e)
11 failure to furnish accurate itemized wage statements; (f) failure to timely pay all wages upon
12 separation of employment; (g) failure to reimburse business expenses; (h) failure to pay vested
13 vacation/paid time off; (i) violation of Labor Code § 208; (j) unlawful deductions; (k) seating
14 violations; (l) reporting pay violations; (m) failure to maintain accurate records; (n) failure to
15 provide paid sick leave; (o) unlawful agreements and criminal inquiries; and (p) violation of Labor
16 Code § 432.6.

17 6. Under the Settlement Agreement, Elk Grove Motors agrees to pay the Gross
18 Settlement Amount ("GSA") of \$495,000.00. The Settlement Administrator is ordered to distribute
19 to the Participating Class Members their respective individual settlement payments from the Net
20 Settlement Amount as provided in the Settlement Agreement. All settlement distribution checks
21 shall be negotiable for 180 days from the date of issuance. Funds attributable to uncashed checks
22 that remain after the check void date shall be forwarded to the California State Controller's
23 Unclaimed Property Fund. No funds shall revert to any Defendant.

24 7. The Court further orders that the Class Members be provided with notice of this
25 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
26 copy of the Judgment on its website for a period of no less than sixty (60) days.

27 8. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is
28 reasonable, appropriate, and consistent with the attorneys' fees awarded in the Sacramento Area

1 for attorneys with similar qualifications, skill, and experience. Further, the costs incurred by Class
2 Counsel were reasonable and necessary for the successful prosecution of the case. Accordingly,
3 the Court approves Class Counsel's request for an award of attorney's fees in the amount of
4 \$164,835.00 and an award of costs and expenses in the amount of \$14,528.46. Such amounts shall
5 be paid as provided in the Settlement Agreement.

6 9. The request for a service award to Plaintiff and Class Representative Michelle
7 Thomas in the amount of \$10,000.00, is reasonable given the risks Plaintiff assumed and the
8 amount of time Plaintiff spent assisting with prosecuting the case. The requested amount also is
9 within the range of reasonableness for such awards approved in other cases. Accordingly, the
10 Court approves the request for a service payment to Michelle Thomas in the amount of
11 \$10,000.00, and the Settlement Administrator is ordered to make such payments consistent with
12 the terms of the Settlement Agreement.

13 10. The Court finds and determines the \$45,000 PAGA Penalties payment is fair,
14 appropriate, and reasonable and that the payment to the California Labor & Workforce
15 Development Agency of \$33,250.00 as its share of the settlement of civil penalties under the
16 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
17 and reasonable. The remaining \$11,750.00 shall be distributed to the PAGA Members consistent
18 with the terms of the Settlement Agreement. The Court hereby finally approves said payments and
19 orders the payments be made per the terms of the Settlement Agreement.

20 11. The Settlement Agreement provides the Settlement Administrator, Apex Class
21 Action, LLC, shall be paid for its fees and services from the GSA. As set forth in the Declaration
22 of Stacy Shim, the Settlement Administrator is owed \$11,990.00 for services rendered and to be
23 rendered in administering the settlement. The Court therefore orders that Apex Class Action, LLC
24 be paid the amount of \$11,990.00 consistent with the terms of the Settlement Agreement.

25 12. A Compliance Hearing is set for June ¹¹~~10~~, 2027, at 10:30 a.m., in Department 8A of
26 the Sacramento County Superior Court. The Parties are ordered to file a compliance report no
27 later than five (5) court days before the compliance hearing.

28 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order

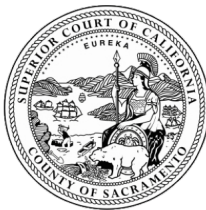
1 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
2 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
3 contemplated becomes effective and each and every act agreed to be performed by the parties has
4 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
5 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
6 construction, and interpretation of the Settlement Agreement.

7 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
8 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
9 This Order and Judgment is not a finding of the validity or invalidity of any claims in this action
10 or a determination of any wrongdoing by any party. The final approval of the Parties' settlement
11 will not constitute any opinion, position or determination of this Court as to the merits of the
12 claims or defenses of any party.

13 15. Judgment is hereby entered as follows: Plaintiff Michelle Thomas and the
14 Participating Class Members, defined "all current and former non-exempt employees that worked
15 either directly or via a staffing agency for Elk Grove Motors at any location in California at any
16 time during the Class Period of June 17, 2023 to June 30, 2025," who have not otherwise opted
17 out, shall take nothing from Defendants except as set forth in the Settlement Agreement. The
18 Court shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

19 **IT IS SO ORDERED AND ADJUDGED.**

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21 Dated: 06/18/2026



22 *Jill Talley*
23 Judge of the Superior Court
24 Jill Talley
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