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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CONNOR ANGEL, as an individual and on
behalf of all other similarly situated Class
Members,

Plaintiff,

v.
ELLIOTT HOMES, INC., an Arizona
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No. 24CV019402 (Lead Case)
24CV023595 (Consolidated Case)

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept. 8B

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT

Date: July 31, 2026
Time: 9:00 a.m.
Dept.: 8B

FILED
Superior Court of California
County of Sacramento
07/31/2026
V. Aleman, Deputy

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument on
3 the 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 Settlement Agreement and Release ("Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiff's Motion for Preliminary
8 Approval of Class Action Settlement, filed on or about January 21, 2026, is fully and finally
9 approved as fair, reasonable, and adequate, and in the best interests of the Class Members. The
10 Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the
11 Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all current and
13 former non-exempt employees of Defendant Elliott Homes, Inc. ("Elliott Homes" or "Defendant")
14 at any location in California at any time during the Class Period of September 26, 2020 to April 16,
15 2025.

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

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

14 6. Under the Settlement Agreement, Defendant agrees to pay the total Gross
15 Settlement Amount of \$225,000.00. The Settlement Administrator is ordered to distribute to the
16 Participating Settlement Class Members and to the Aggrieved Employees their respective
17 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed
18 checks that remain after the check void date shall be forwarded to the California State Controller's
19 Unclaimed Property Fund. No funds shall revert to Defendant.

20 7. The Court further orders that the Class Members be provided with notice of this
21 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
22 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

23 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
24 \$75,000.00, and an award of costs and expenses in the amount of \$14,322.08. Such amounts shall
25 be paid as provided in the Settlement Agreement.

26 9. The Court approves a service payment to plaintiff and Class Representative Connor
27 Angel in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
28 payment consistent with the terms of the Settlement Agreement.

1 10. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.
2 shall be paid from the Gross Settlement Amount for its services in administering the Settlement.
3 As set forth in the Declaration of Alina Islas, the Settlement Administrator is owed \$7,944.00 for
4 services rendered and to be rendered in administering the settlement. The Court therefore orders
5 that Simpluris be paid the amount of \$7,944.00 from the Gross Settlement Amount consistent with
6 the terms of the Settlement Agreement.

7 11. The Court approves PAGA penalties in the amount of \$10,000.00, to be paid from
8 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
9 underlying PAGA. \$6,500.00 of this amount will be paid to the LWDA as the state's share of the
10 civil penalties, and the remainder of \$3,500.00 will be distributed to the Aggrieved Employees
11 consistent with the terms of the Settlement Agreement and PAGA.

12 12. The Court sets a non-appearance Settlement Compliance Hearing for ~~July 29, 2027,~~
13 at 10:30 am in Department 8B of the ~~San Joaquin~~ ^{Sacramento} County Superior Court. Plaintiff is ordered to
14 file a compliance report at least ~~ten (10) court~~ ^{fifteen (15) calendar} days before the Compliance Hearing.

15 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
16 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
17 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
18 contemplated becomes effective and each and every act agreed to be performed by the parties has
19 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
20 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
21 construction, and interpretation of the Settlement Agreement.

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

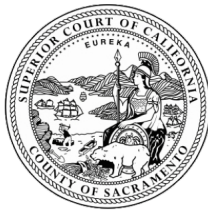
28 15. Judgment is hereby entered as follows: Plaintiff Connor Angel and the Participating

1 Class Members, consisting of all current and former non-exempt employees of Defendant Elliott
2 Homes, Inc. at any location in California at any time during the Class Period of September 26, 2020
3 to April 16, 2025, who have not otherwise opted out, shall take nothing from Defendant, except as
4 set forth in the Settlement Agreement.

5 16. The Court shall retain jurisdiction over the parties to interpret, implement and
6 enforce this Judgment.

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

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9 Dated: 7/31/26



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Lauri A. Damrell, Judge
Judge of the Superior Court