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9 Attorneys for Plaintiff(s),

10 JORDAN ANDRADE, and all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SACRAMENTO**

13 **(UNLIMITED JURISDICTION)**

14 JORDAN ANDRADE, on behalf of herself, all
15 others similarly situated, the general public, and
16 as an “aggrieved employee” on behalf of other
17 “aggrieved employees” under the Labor Code
18 Private Attorneys General Act of 2004,

19 *Plaintiff(s),*

20 vs.

21 RILEYSONSUTTER LLC, a California
22 limited liability company;
23 FOLSOMHACIENDA LLC, a California
24 limited liability company; PLANKFOLSOM
25 LLC, a California limited liability company;
26 MICHAEL SHAWN SANSON, a natural
27 person; and DOES 1–50, inclusive,

28 *Defendant(s).*

Case No.: 24CV026094

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 12/20/2024

Hearing Date: 09/18/2026

Hearing Time: 9:00 a.m.

Hearing Dept: 8A, The Honorable Jill H
Talley

Electronically Received 08/26/2026 04:33 PM



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1 This matter came on for hearing on September 18, 2026 at 9:00 a.m. in Department 8A
2 of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action
3 Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended
4 Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") filed
5 herewith which provides for a Gross Settlement Amount ("GSA") of \$153,666.85 in
6 compromise of all disputed claims on behalf of all persons Defendants Rileysonsutter LLC,
7 Folsomhacienda LLC, Plankfolsom LLC, and Michael Shawn Sanson (collectively
8 "Defendants") employed in California as hourly and nonexempt at any time during the Class
9 Period. The "Class Period" means the period of time from December 20, 2020 through May 1,
10 2026. All capitalized terms used herein shall have the same meaning as defined in the
11 Settlement.

12 In accordance with the Court's prior ruling granting Preliminary Approval of Class
13 Action Settlement, Class Members have been given notice of the terms of the Settlement and
14 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
15 received and considered the Settlement, the supporting papers filed by the Parties, and the
16 evidence and argument received by the Court in conjunction with the motions for preliminary
17 and final approval of the Settlement, the Court grants final approval of the Settlement and
18 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
19 DETERMINATIONS:

20 1. The Court has jurisdiction over the subject matter of the Action and over all
21 Parties to the Action, including all Class Members who did not request to be excluded from the
22 Settlement. Pursuant to this Court's order granting the Motion for Preliminary Approval of Class
23 Action Settlement of June 11, 2026, the Class Notice was sent to each Class Member by First
24 Class U.S. mail. The Class Notice informed Class Members of the terms of the Settlement, their
25 right to receive their proportional share of the Settlement, their right to request exclusion, their
26 right to comment upon or object to the Settlement, and their right to appear in person or by
27 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
28 Adequate periods of time were provided by each of these procedures. No member of the Class



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1 presented written objections to the proposed Settlement as part of this notice process, stated an
2 intention to appear, or actually appeared at the final approval hearing.

3 2. For purposes of this Settlement, the “Class” means all persons Defendants
4 employed in California as hourly and nonexempt at any time during the Class Period.
5 Settlement, ¶ 1.5. The “Class Period” means the period of time from December 20, 2020 through
6 May 1, 2026. Settlement, ¶ 1.12.

7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding final approval of the Settlement based on the responses of Class Members. The Court
10 finds and determines that the notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process as to all persons entitled to such notice.

12 4. Effective on the date when Defendants fully fund the entire Gross Settlement
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
15 Parties as follows:

16 a. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns
18 generally, release and discharge Released Parties from all claims, transactions, or
19 occurrences, including, but not limited to: (a) all claims that were, or reasonably could
20 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
21 PAGA claims that were, or reasonably could have been, alleged based on facts contained
22 in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action
23 and released under 6.2 and 6.4 of the First Amended Settlement Agreement. (“Plaintiff’s
24 Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this
25 Agreement, or to any claims for vested benefits, unemployment benefits, disability
26 benefits, social security benefits, workers’ compensation benefits that arose at any time,
27 or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff
28 may discover facts or law different from, or in addition to, the facts or law that Plaintiff



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1 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
2 and remain effective in all respects, notwithstanding such different or additional facts or
3 Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly
4 waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
5 California Civil Code, which reads:

6 A general release does not extend to claims that the creditor or releasing party
7 does not know or suspect to exist in his or her favor at the time of executing the
8 release, and that if known by him or her would have materially affected his or
9 her settlement with the debtor or Released Party.

10 b. Release by Participating Class Members Who Are Allegedly Aggrieved Employees.

11 All Participating Class Members, on behalf of themselves and their respective former and
12 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
13 release Released Parties from all claims that were alleged, or reasonably could have been
14 alleged, based on the Class Period facts stated in the Operative Complaint and PAGA
15 Notice including but not limited to: alleged failure to pay all wages, including minimum
16 and regular wages, earned for all hours of work at the correct rates of pay; failure to
17 provide all meal periods and/or pay premiums at the correct regular rate; failure to
18 authorize and permit rest breaks and/or pay premiums at the correct rate of pay; failure to
19 indemnify for necessary work related expenditures; failure to issue accurate and complete
20 itemized wage statements; failure to issue statements of available sick leave; failure to
21 timely pay all wages upon termination of employment; and for civil penalties based
22 thereon. Except as set forth in Section 6.4 of the First Amended Settlement Agreement,
23 Participating Class Members do not release any other claims, including claims for vested
24 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
25 unemployment insurance, disability, social security, workers' compensation, or claims
26 based on facts occurring outside the Class Period.

27 c. Release by Participating Class Members Who Are Not Allegedly Aggrieved

28 Employees. All Participating Class Members, on behalf of themselves and their
respective former and present representatives, agents, attorneys, heirs, administrators,



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1 successors, and assigns, release Released Parties from all claims that were alleged, or
2 reasonably could have been alleged, based on the Class Period facts stated in the
3 Operative Complaint and PAGA Notice including but not limited to: alleged failure to
4 pay all wages, including minimum and regular wages, earned for all hours of work at the
5 correct rates of pay; failure to provide all meal periods and/or pay premiums at the correct
6 regular rate; failure to authorize and permit rest breaks and/or pay premiums at the correct
7 rate of pay; failure to indemnify for necessary work related expenditures; failure to issue
8 accurate and complete itemized wage statements; failure to issue statements of available
9 sick leave; failure to timely pay all wages upon termination of employment. Except as set
10 forth in Section 6.4 of the First Amended Settlement Agreement, Participating Class
11 Members do not release any other claims, including claims for vested benefits, wrongful
12 termination, violation of the Fair Employment and Housing Act, unemployment
13 insurance, disability, social security, workers' compensation, or claims based on facts
14 occurring outside the Class Period.

15 d. Release by Non-Participating Class Members Who Are Allegedly Aggrieved
16 Employees. All Non-Participating Class Members who are Allegedly Aggrieved
17 Employees are deemed to release, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors, and
19 assigns, the Released Parties from all claims for civil penalties that were alleged, or
20 reasonably could have been alleged, based on the PAGA Period facts stated in the
21 Operative Complaint and PAGA Notice including but not limited to: alleged failure to
22 pay all wages, including minimum and regular wages, earned for all hours of work at the
23 correct rates of pay; failure to provide all meal periods and/or pay premiums at the correct
24 regular rate; failure to authorize and permit rest breaks and/or pay premiums at the correct
25 rate of pay; failure to indemnify for necessary work related expenditures; failure to issue
26 accurate and complete itemized wage statements; failure to issue statements of available
27 sick leave; failure to timely pay all wages upon termination of employment; and for civil
28 penalties based thereon.



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1 5. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
3 provisions of the Settlement, including the release of claims contained therein, should be and
4 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
5 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
6 Period, all Participating Class Members are hereby deemed to have waived and released all
7 Released Class Claims and Released PAGA Claims and are forever barred and enjoined from
8 prosecuting the Released Claims and Released PAGA Claims against the Released Parties as
9 fully set forth in the Settlement. No objections were received by the Parties or the Court through
10 the date of this Final Order and Judgment. The Court finds that no Class Member submitted a
11 request for exclusion from the Settlement as determined by the Administrator.

12 6. The Court finds and determines that (a) the Individual Class Payments to be paid
13 to Participating Class Members and (b) the \$6,500.00 payment to the LWDA for the PAGA
14 penalty under the California Labor Code Private Attorneys General Act of 2004, as amended,
15 California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and
16 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts
17 be made to the Participating Class Members and to the California Labor & Workforce
18 Development Agency, in accordance with the terms of the Settlement.

19 7. The Court further grants final approval to and orders that the following payments
20 be made in accordance with the terms of the Settlement:

21 a. A Class Counsel Fees Payment in the amount of \$51,222.28 for
22 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$4,709.58 to
23 Class Counsel;

24 \$10,000
25 b. ~~—\$15,000.00—~~ as a Class Representative Service Payment payable to
26 Plaintiff Jordan Andrade for her service as the class representative;

27 c. \$9,000.00 in Administrator's fees payable to Phoenix Settlement
28 Administrators for its services as the Administrator;

29 d. Payment of \$6,500.00 (65% of the \$10,000.00 PAGA penalty) to the



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1 LWDA; and

2 e. Employer-side payroll taxes (to be paid in addition to the Gross
3 Settlement Amount by Defendants).

4 8. The settlement administration shall proceed as directed in the Settlement, and no
5 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
6 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
7 of all matters relating to the interpretation, administration, implementation, effectuation and
8 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
9 of Court 3.769(h).

10 9. Defendants shall fully fund the Gross Settlement Amount and also fund the
11 amounts necessary to fully pay Defendants' share of payroll taxes by transmitting \$90,000 to
12 the Administrator no later than 14 days after the Effective Date followed by \$10,000 (or the
13 remaining balance if less than \$10,000) every 30 days thereafter until fully funded. If a payment
14 deadline falls on a holiday or weekend, the deadline shall continue to the next day that is not a
15 weekend or holiday.

16 10. Defendants' payment of such sums shall be the sole financial obligation of
17 Defendants under the Settlement and shall be in full satisfaction of all claims released herein,
18 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
19 expenses.

20 11. For any Class Member whose Individual Class Payment check or Individual
21 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
22 transmit the funds represented by such checks to the California Controller's Unclaimed Property
23 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
24 requirements of California Code of Civil Procedure Section 384, subd. (b).

25 12. The Parties shall file a final accounting report by 15 days prior to the hearing. A
26 nonappearance case review re submission of a final report is scheduled for June 11, 2027
27 at 10:30 a. .m. in Department 8A.

28 13. Nothing in this Final Order and Judgment shall preclude any action to enforce



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1 the Parties' obligations under the Settlement or hereunder, including the requirement that
2 Defendants deposit funds for distribution by the Administrator to Participating Class Members
3 in accordance with the Settlement.

4 14. The Court hereby enters final Judgment in this case in accordance with the terms
5 of the Settlement, Order Preliminarily Approving Class Action Settlement, and this Final Order
6 and Judgment.

7 15. The Parties are hereby ordered to comply with the terms of the Settlement.

8 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
9 provided by the Settlement and this Final Order and Judgment.

10 17. The Settlement is not an admission by Defendants nor is this Final Order and
11 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
12 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
13 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
14 and Judgment, Settlement, any document referred to herein, any exhibit to any document
15 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
16 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
17 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
18 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
19 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
20 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
21 and any other papers and records on file in the Action may be filed in this Court or in any other
22 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
23 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
24 the Released Class Claims and the Released PAGA Claims.

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1 18. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h).

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

4
5 Date: 09/21/2026



Jill Talley

6 **THE HONORABLE JILL H. TALLEY**
7 **JUDGE OF THE SUPERIOR COURT**



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