

1
2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
10

11 LUIS RAMOS, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 FLEETWOOD HOMES, INC., a Delaware
17 Corporation; CAVCO INDUSTRIES,
18 INC., a Delaware Corporation; and DOES
19 1 through 20, inclusive;

20 Defendants.
21

Case No.: CVRI2305511
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

22 Plaintiff Luis Ramos' Motion for Final Approval of the Settlement (the "Final Approval
23 Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of
24 Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled
25 court. The Final Approval Motion was unopposed by Defendants Fleetwood Homes, Inc.
26 ("Fleetwood") and Cavco Industries, Inc. ("Cavco") (collectively "Defendants"). Having
27 considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other

28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on March 6, 2026.

1 materials properly before the Court and having conducted an inquiry pursuant to California
2 Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all
3 parties in good faith, and the Settlement Agreement is approved. Due and adequate notice
4 having been given to the Class, and the Court having considered the Settlement Agreement, all
5 papers filed and proceedings had herein and all oral and written comments received regarding the
6 proposed settlement, and having reviewed the record in this Litigation, and good cause
7 appearing,

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

9 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
10 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

11 2. The Court has jurisdiction over the subject matter over this Action, the Class
12 Representative, the Class Members, and Defendants. The Court finally appoints Plaintiff as Class
13 Representative, and further appoints Brian Mankin and Misty Lauby of Lauby Mankin Lauby
14 LLP as Class Counsel.

15 3. For purposes of effectuating this Order and Judgment, this Court has certified the
16 following class: “All current and former nonexempt (hourly paid) employees employed by
17 Defendants in California during the Class Period of April 9, 2021, through August 10, 2025.”
18 The Court deems this definition sufficient for purposes of California Rules of Court, rule
19 3.765(a).

20 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “all
21 current and former nonexempt (hourly paid) employees employed by Defendants in California
22 during the PAGA Period of October 4, 2022, through August 10, 2025.

23 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
24 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Taylor
25 Mitzner filed on March 6, 2026), as provided for in the Order Granting Preliminary Approval for
26 the Settlement, constituted the best notice practicable under the circumstances to all Class
27 Members and fully met the requirements of California law and due process under the California
28 and United States Constitution. Based on evidence and other material submitted, the actual

1 notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members
5 included:

6 The class action claims that Plaintiff alleged against the Released Parties,
7 based solely upon the facts in the Consolidated Complaint, including but
8 not limited to: (1) failure to pay minimum wages, (2) failure to pay overtime
9 wages, (3) failure to provide meal periods, (4) failure to provide rest breaks,
10 (5) failure to reimburse business expenses, (6) failure to timely pay final
11 wages, (7) failure to provide accurate itemized wage statements, and (8)
12 unfair and unlawful competition. The time period governing the Released
13 Class Claims shall be any time during the Class Period.

14 8. The Released PAGA Class included:

15 All PAGA claims that Plaintiff alleged against the Released Parties, based
16 on the facts stated in the Plaintiff's PAGA Notice Letter to the LWDA and
17 only to the extent that they are alleged in the Consolidated Complaint,
18 including but not limited to, all PAGA claims seeking civil penalties
19 premised upon: (1) failure to pay minimum wages, (2) failure to pay
20 overtime wages, (3) failure to provide meal periods, (4) failure to provide
21 rest breaks, (5) failure to reimburse business expenses, (6) failure to timely
22 pay wages each period, (7) failure to timely pay wages upon separation of
23 employment, (8) failure to provide accurate itemized wage statements, and
24 (9) all other claims for civil penalties recoverable under the Private
25 Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or
26 claims alleged in Plaintiff's PAGA Notice Letter and Consolidated
27 Complaint. The time period governing the Released PAGA Claims shall be
28 any time during the PAGA Period.

1 9. There were no Objections and no Request for Exclusion from the Settlement.
2 Thus, all Class Members are Participating Class Members who are entitled to an Individual Class
3 Payment, pursuant to the Settlement and this Judgment. Furthermore, all Aggrieved Employees
4 are entitled to an Individual PAGA Payment, pursuant to this Settlement and Judgment.

5 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
6 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
7 Parties are directed to perform in accordance with the terms set forth in the Settlement
8 Agreement and this Order and Judgment.

9 11. The Parties are to bear their own costs, except as otherwise provided in the
10 Settlement Agreement and this Order and Judgment.

11 12. With respect to the Class and for purposes of approving this Settlement, this Court
12 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
13 joinder of all members is impracticable; (b) there are questions of law or fact common to the
14 Class Members, and there is a well-defined community of interest among the Class Members
15 with respect to the subject matter of the Action; (c) the claims of Class Representative are typical
16 of the claims of the Class Members; (d) the Class Representative has fairly and adequately
17 protected the interests of the Class Members; (e) a class action is superior to other available
18 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
19 Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in her
20 individual and representative capacity and for the Class.

21 13. By this Order and Judgment, the Class Representative shall release, relinquish,
22 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
23 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
24 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
25 discharged all Released Class Claims.

26 14. By this Order and Judgment, Plaintiff and the State of California and its LWDA
27 shall fully, finally, and forever release, relinquish and discharge Defendants and the Released
28 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the

1 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
2 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its
3 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
4 *v. Superior Court*, 46 Cal.4th 969 (2009).

5 15. The Settlement is not an admission of wrongdoing or violation by Defendants or
6 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
7 the Action or of any wrongdoing by Defendants or any of the other Released Parties. Neither
8 this Settlement Approval Order, the Settlement, or the Judgment nor any document referred to
9 herein, nor any action taken to carry out the Settlement are, may be construed as, or may be used
10 as an admission by or against Defendants or any of the other Released Parties of any fault,
11 wrongdoing, or liability whatsoever.

12 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
13 \$1,700,000. From this amount, Class Counsel sought an award of attorney's fees of
14 \$566,666.67, litigation expenses of \$18,396.32, a Service Award of \$10,000 to Class
15 Representative Luis Ramos, Settlement Administrator Costs of \$11,500 to Phoenix
16 Administration, and \$50,000 to PAGA Penalties (with 75% [\$37,500] to the LWDA and 25%
17 [\$12,500] to the Aggrieved Employees. Defendants do not oppose these requests. The Court
18 finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set
19 forth below from the Settlement Amount:

- 20 A. \$566,666.67 to Class Counsel for attorneys' fees;
- 21 B. \$18,396.32 to Class Counsel for costs/expenses;
- 22 C. \$10,000 to Class Representative Luis Ramos as a Service Award;
- 23 D. \$5,000 to Plaintiff as a Release Payment;
- 24 E. \$11,500 to the Settlement Administrator, Phoenix Settlement
25 Administrators;
- 26 F. \$37,500 to the LWDA;
- 27 G. \$12,500 to the Aggrieved Employees;
- 28

H. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. Defendants are directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

The date this Order is entered	The Effective Date occurs.
15 days after the Effective Date	Defendants are directed to issue the Settlement Amount to the Settlement Administrator, plus Defendants' share of payroll taxes.
10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
December 10, 2026	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
_____, 2026 Time: 8:30 a.m.	Final Report Hearing re: status of funding and disbursements

18. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Luis Ramos v. Fleetwood Homes, Inc.*

1 *and Cavco Industries, Inc.*, Case No. CVRI2305511, on behalf of the Participating Class
2 Members (which includes “All current and former nonexempt (hourly paid) employees
3 employed by Defendants in California during the Class Period (which is April 9, 2021, through
4 August 10, 2025.”).

5 19. Participating Class Members and Aggrieved Employees shall have 180 days to
6 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
7 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
8 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
9 the deadline to cash the check. If any check that is issued to a current employee of Defendants is
10 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
11 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
12 Defendants to have the check(s) delivered to the Participating Class Member at their place of
13 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
14 not negotiate his/her check within this time period, the check will be canceled. The value of the
15 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
16 a settlement check shall be issued to the California State Controller in the name of the Class
17 Member and/or Aggrieved Employee.

18 20. This document shall constitute a Judgment for purposes of California Rule of
19 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
20 Class Representative, the Class Members, and Defendants for the purposes of supervising the
21 implementation, enforcement, construction, administration, and interpretation of the Settlement
22 Agreement and this Judgment.

23 IT IS SO ORDERED.

24 Dated: _____

25 Hon. Harold Hopp
26
27
28