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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KENNETH KASTELZ, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

vs.

FLEETWOOD ALUMINUM PRODUCTS,
INC., an unknown business entity;
FLEETWOOD ALUMINUM PRODUCTS,
LLC, a Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CVRI2406069

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: May 26, 2026

Time: 8:30 a.m.

Dept.: 1

Reservation No.: 623431660166

Complaint Filed: October 10, 2024

Trial Date: Not set

[PROPOSED] ORDER AND JUDGMENT

Plaintiff Kenneth Kastelz's unopposed Motion for Approval of PAGA Settlement ("Motion") in the above-captioned matter came for hearing on May 26, 2026, before the Honorable Harold W. Hopp in Department Dept. 1 of the above-entitled Court located at 4050 Main Street, Riverside, California 92501. The Court, having considered Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. Plaintiff's Motion is granted in its entirety.
2. The Joint Stipulation of PAGA Settlement ("Agreement" or "Settlement"), attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for approval of PAGA Settlement, is hereby approved pursuant to Labor Code § 2699(s)(2). The Court finds that the Settlement represents a fair, reasonable, and adequate resolution of the PAGA claims alleged in this Action and fulfills the objectives of the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA").
3. The Agreement is hereby deemed incorporated into this Order and Judgment. All capitalized terms used herein shall have the same meaning as defined in the Agreement.
4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees.
5. The Court finds that Plaintiff has satisfied the prerequisites under PAGA including, but not limited to, providing notice to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated and the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
6. The Court also finds that the Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene or appear in this Action.
7. The Aggrieved Employees covered under the Settlement consist of the following

1 individuals:

2 All current and former non-exempt and/or hourly-paid employees who worked for Defendant
3 in the State of California at any time during the PAGA Period (the “Aggrieved Employees”).
4 The PAGA Period is defined as the period commencing on August 6, 2023 and ending on December
5 29, 2025.

6 8. The Court designates Phoenix Settlement Administrators (“Settlement Administrator”)
7 as the third-party Settlement Administrator for distribution of the Gross Settlement Amount, mailing
8 of the Settlement Cover Letters, and other duties set forth in the Settlement.

9 9. The Court approves, as to form and content, the Settlement Cover Letter attached as
10 **Exhibit A** to the Agreement.

11 10. The Court finds the payments provided for under the Agreement to be fair, just,
12 reasonable, and adequate in light of all of the circumstances.

13 11. Pursuant to the terms of the Agreement, Defendants shall pay the Gross Settlement
14 Amount of Five Hundred and Eighty Thousand and Twenty-Four Dollars and Zero Cents
15 (\$580,024.00, the “Gross Settlement Amount”). Defendants are ordered to deposit the Gross
16 Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator
17 within twenty-one (21) calendar days after entry of this Order and Judgment.

18 12. Within fourteen (14) calendar days after entry of this Order and Judgment, Defendants
19 will provide the Settlement Administrator with the PAGA Member List in a readable Microsoft
20 Excel spreadsheet, which shall include the following information for all Aggrieved Employees: (i)
21 full name; (ii) last known home address; (iii) last known telephone number; (iv) social security
22 number; (v) start and end dates of active employment as a non-exempt employee of Defendants
23 within the State of California; (vi) total Pay Periods during the PAGA Period; and (vii) any other
24 information reasonably required by the Settlement Administrator to effectuate the terms of the
25 Settlement as defined in the Agreement.

26 13. No later than fourteen (14) calendar days after receipt of the Gross Settlement Amount,
27 the Settlement Administrator shall distribute the Gross Settlement Amount as provided in the
28 Settlement and set forth below:

- 1 a. Two Hundred and Three Thousand and Eight Dollars and Forty Cents (\$203,008.40)
2 shall be paid to Plaintiff's Counsel, Parker & Minne, LLP and Lawyers *for* Justice, PC,
3 from the Gross Settlement Amount as payment for any and all attorneys' fees incurred
4 by Plaintiff's Counsel in this Action.
- 5 b. Fifteen Thousand Six Hundred Thirty-Two Dollars and Thirty-Eight Cents
6 (\$15,632.38) shall be paid to Plaintiff's Counsel, Parker & Minne, LLP and Lawyers
7 for Justice, PC, from the Gross Settlement Amount for reimbursement of their
8 reasonable and actual expenses incurred in this Action;
- 9 c. Four Thousand Nine Hundred Fifty Dollars and Zero Cents (\$4,950.00) shall be paid
10 to the Settlement Administrator from the Gross Settlement Amount for administration
11 expenses;
- 12 d. Ten Housand Dollars and Zero Cents (\$10,000.00) shall be paid to Plaintiff Kenneth
13 Kastelz from the Gross Settlement Amount as an Enhancement Payment in recognition
14 of the service he provided in prosecution this Action; and
- 15 e. The Net Settlement Amount remaining after the deduction of the Attorneys' Fees and
16 Costs, Administration Costs, and the Enhancement Payment (\$346,433.22) shall be
17 designated as civil penalties under PAGA to be distributed to the LWDA and
18 Aggrieved Employees. 65% of the Net Settlement Amount (\$225,181.59) shall be
19 distributed to the LWDA ("LWDA PAGA Payment"). 35% of the PAGA Payment
20 (\$121,251.63) shall be distributed to the Aggrieved Employees on a *pro rata* basis
21 based on the number of Pay Periods worked by each Aggrieved Employee
22 ("Individual PAGA Payments"). The Settlement Administrator shall mail each
23 Aggrieved Employee their Individual PAGA Payment along with the Settlement
24 Cover Letter attached to the Agreement as Exhibit A.

25 14. Any allocation of Attorneys' Fees and Costs between and among Plaintiff's Counsel
26 shall be made by the Settlement Administrator pursuant to the separate and independent agreement
27 between Plaintiff's Counsel.
28

1 15. All checks payable to Aggrieved Employees shall remain valid and negotiable for one
2 hundred and eighty (180) calendar days from their date of issuance. If any checks are not cashed
3 within one hundred and eighty (180) calendar days of mailing, the funds from such uncashed checks
4 shall be sent to the State of California Unclaimed Property Fund in the name of the Aggrieved
5 Employee to whom the check was issued.

6 16. Upon entry of the complete funding of the Gross Settlement Amount, Plaintiff,
7 Aggrieved Employees, and the LWDA shall be bound by a release of any and all claims for the
8 recovery for civil penalties, attorneys' fees and costs permissible under PAGA that were alleged, or
9 reasonably could have been alleged, based on the factual allegations and claims asserted in the
10 Complaint and the PAGA Notice, including failure to pay minimum wages, failure to pay overtime
11 wages, failure to provide compliant meal periods and associated premiums, failure to provide
12 compliant rest periods and associated premiums, failure to timely pay wages during employment,
13 failure to timely pay wages upon termination, failure to keep maintain requisite payroll records,
14 failure to furnish accurate itemized wage statements, and failure to indemnify or reimburse
15 necessary business expenses, and for violations of California Labor Code sections 201, 202, 203,
16 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The
17 Release of PAGA Claims is limited to claims arising during the PAGA Period.

18 17. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
19 LWDA within ten (10) calendar days of entry of the Judgment. No individualized notice of this
20 Order and Judgment is required to be provided to Aggrieved Employees.

21 18. Without affecting the finality of this Order and Judgment, the Court shall retain
22 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
23 implementation and enforcement of the terms of the Agreement pursuant to Civil Procedure section
24 664.6. Except as provided to the contrary herein, any disputes or controversies arising with respect to
25 the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to
26 the Court for resolution.

27 19. A post-approval final accounting hearing shall be held on
28 _____ at _____ a.m./p.m. in Dept. 1 of the above-

entitled court, located at 4050 Main Street, Riverside, California 92501. Plaintiff's Counsel shall submit a final compliance status report by no later than _____.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

Honorable Harold W. Hopp
Judge of the Superior Court