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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

JOINT STIPULATION OF PAGA SETTLEMENT

Complaint Filed: October 10, 2024
Trial Date: Not set

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FLEETWOOD ALUMINUM PRODUCTS, LLC

This Joint Stipulation of PAGA Settlement ("Agreement" or "Settlement") is made and entered into between Plaintiff Kenneth Kastelz ("Plaintiff"), on his own behalf, on behalf of the State of California, and on behalf of other Aggrieved Employees as defined below, and Defendants Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC ("Defendants").

DEFINITIONS

1. "Action" refers to the court action entitled *Kenneth Kastelz v. Fleetwood Aluminum Products, Inc.*, *et al.,* Riverside County Superior Court Case No. CVRI2406069.

2. "PAGA Member List" means a complete list of all Aggrieved Employees, formatted as a readable Microsoft Excel spreadsheet, that Defendants will diligently and in good faith compile from their records, which shall include the following information for all Aggrieved Employees: (i) full name; (ii) last known home address; (iii) last known telephone number; (iv) social security number; (v) start and end dates of active employment as a non-exempt employee of Defendants within the State of California; (vi) total Pay Periods during the PAGA Period; and (vii) any other information reasonably required by the Settlement Administrator to effectuate the terms of the Settlement.

3. "Aggrieved Employees" means all current and former non-exempt employees of Defendants who were employed by Defendants in the state of California at any time during the PAGA Period.

4. "Aggrieved Employees' Fund" means thirty-five percent (35%) of the Net Settlement Amount, which shall be distributed to Aggrieved Employees.

5. "Agreement" means this Joint Stipulation of PAGA Settlement.

6. "Plaintiff's Counsel's Fees and Costs" means attorneys' fees for Plaintiff's Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount.

7. "Complaint" means the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698 et seq. that was filed in this Action on October 10, 2024.

8. "Court" means the Superior Court of California for the County of Riverside.

9. "Defendants' Counsel" means Michael D. Thomas, Scott C. Lacunza, and Sherry S. Hamilton of Jackson Lewis P.C.

10. "Effective Date" means the date upon which the Court enters an order approving the Settlement.

11. "Eligible Pay Periods" means the total number of pay periods that each Aggrieved Employee worked for Defendants during the PAGA Period.

12. "Gross Settlement Amount" means the settlement amount of Five Hundred Eighty Thousand, Twenty-Four Dollars and Zero Cents ($580,024.00) to be paid by Defendants in full satisfaction of all Released Claims, which includes Individual PAGA Payments to be paid to Aggrieved Employees, Plaintiff's Enhancement Payment, LWDA Payment to the LWDA, Plaintiff's Counsel's Fees and Costs, and Settlement Administration Costs.

13. "Individual PAGA Payment" means the portion of the Net Settlement Amount to be allocated and paid to each Aggrieved Employee as provided in this Agreement. Each Individual PAGA Payment shall be calculated by multiplying the Aggrieved Employee's number of total Eligible Pay Periods by the Pay Period Value.

14. "LWDA" means the California Labor and Workforce Development Agency.

15. "LWDA Payment" means sixty-five percent (65%) of the Net Settlement Amount, which shall be paid to the LWDA.

16. "Net Settlement Amount" means the sum remaining after the Court-approved deductions from the Gross Settlement Amount for: (1) Plaintiff's Enhancement Payment, (2) Plaintiff's Counsel's Fees and Costs, and (3) Settlement Administration Costs.

17. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

18. "PAGA Notice" means the August 6, 2024 written notice submitted by Plaintiff's Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to Defendants via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which Plaintiff provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

19. "PAGA Period" means the period from August 6, 2023, through December 29, 2025.

20. "Parties" means the parties to the Agreement, specifically, Plaintiff and Defendants.

21. “Pay Period” means any pay period in which an Aggrieved Employee worked at least 1 day for Defendants in an hourly-paid, non-exempt position in the State of California. The Settlement Administrator will calculate the Pay Period Value and the Individual PAGA Payments payable to each Aggrieved Employee based upon information provided in the PAGA Member List.

22. “Pay Period Value” means the amount of the Aggrieved Employees’ Fund divided by the total number of Pay Periods worked by all Aggrieved Employees. The Pay Period Value shall be calculated by the Settlement Administrator.

23. “Plaintiff’s Counsel” means Parker & Minne, LLP and Lawyers *for* Justice, PC.

24. “Released Claims” means any and all claims under PAGA arising during the PAGA Period for the recovery of civil penalties, attorneys’ fees, and costs, that arise out of the violations alleged in the Complaint and the PAGA Notice or which reasonably could have been brought based on the allegations contained in the Complaint and PAGA Notice, including claims under PAGA that are based on Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

25. “Released Parties” means Defendants and all present and former parent companies, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, any individual or entity which could be liable for any of the Released Claims, and Defendants’ counsel of record in the Action.

26. “Settlement” means the agreement to settle the claims as set forth and embodied in this Agreement.

27. “Settlement Administration Costs” means the reasonable fees and costs payable from the Gross Settlement Amount to the Settlement Administrator for performing the settlement administration functions expressly required by this Agreement to administer the Settlement.

28. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

29. “Settlement Approval Order and Judgment” means an order from the Court granting approval of the Settlement and entering judgment thereon.

30. “Settlement Cover Letter” means the cover letter to be mailed by the Settlement Administrator to each Aggrieved Employee along with Individual PAGA Payment checks, substantially in the form attached hereto as **Exhibit A**.

31. “Plaintiff’s Enhancement Payment” means the payment to Plaintiff, separate from and in addition to his Individual PAGA Payment, and subject to approval by the Court, for his participation in representing the State of California and the Aggrieved Employees in the Action.

RECITALS

32. On August 6, 2024, Plaintiff submitted the PAGA Notice to the LWDA and to Defendants. The PAGA Notice alleged that Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The PAGA Notice alleged, *inter alia*, that Defendants failed to pay minimum and overtime wages, failed to provide meal and rest periods, failed to timely pay wages during employment, failed to timely pay wages upon termination, failed to keep accurate payroll records, failed to furnish accurate itemized wage statements, and failed to reimburse necessary business expenses.

33. On October 10, 2024, Plaintiff filed a representative action complaint against Defendants in the Superior Court for the County of Riverside, which alleged a single cause of action seeking the recovery of civil penalties pursuant to PAGA predicated on Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Wage Order 1-2001.

34. Defendants deny the allegations in the complaint in the Action and PAGA Notice, deny any failure to comply with the laws identified in the Action and PAGA Notice, and deny any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

35. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, Plaintiff’s Counsel diligently investigated the claims against Defendants, including any and all applicable defenses and the applicable law. This investigation included, *inter alia,* the exchange of informal discovery, review of numerous corporate policies and practices, and analysis of an approximately one-third sampling of the time and payroll records for the Aggrieved Employees.

36. On October 30, 2025, the Parties participated in a private mediation with Todd Smith, Esq., a respected mediator with extensive experience in complex wage and hour litigation. Mr. Smith's supervision of the mediation and negotiations was critical in managing the expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties. After a full day of negotiations, the Parties accepted a mediator's proposal to settle this matter. On or about December 1, 2025, the Parties fully executed a Memorandum of Understanding, the material terms of which are now fully memorialized in this Agreement.

37. The settlement discussions during and after mediation were conducted at arms-length, and this Agreement is the result of an informed and detailed analysis of Defendants' potential liability in relation to the costs and risks associated with continued litigation.

38. Based on Plaintiff's Counsel's investigation, Plaintiff's Counsel believes that the Settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of Plaintiff, the Aggrieved Employees, and the State of California in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

39. This Agreement is made and entered into by and between Plaintiff, individually and on behalf of the State of California and Aggrieved Employees, Defendants, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. However, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

40. Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount of Five Hundred Eighty Thousand Twenty-Four ($580,024.00) to resolve the Action and Released Claims. No portion of the Gross Settlement Amount shall revert to Defendant. Except as provided in paragraph 41, below, the Gross Settlement Amount is the maximum amount Defendants are required to pay under

the Settlement. Subject to approval by the Court, the Gross Settlement Amount shall be allocated as follows:

a. Attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, i.e., Two Hundred and Three Thousand and Eight Dollars and Forty Cents ($203,008.40), and reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00) to Plaintiff's Counsel, which Defendants will not contest. Any portion of the requested Attorneys' Fees and Costs that are not awarded to the Plaintiff's Counsel shall be reallocated to the Net Settlement Amount.

b. Plaintiff's Enhancement Payment of up Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff, which Defendants will not contest. Any portion of the requested Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount.

c. Settlement Administration Costs, currently estimated not to exceed Four Thousand Nine Hundred Fifty Dollars and Zero Cents ($4,950.00), to the Settlement Administrator. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount.

d. LWDA Payment consisting of sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the LWDA.

e. Aggrieved Employees' Fund consisting of thirty-five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees, in accordance with the formula set forth in paragraph 47, below.

41. <u>Escalator Clause</u>. The Gross Settlement Amount is based on Defendants' representation that Aggrieved Employees worked a total of 25,628 pay periods during the PAGA Period ("Certified Pay Period Count"). If it is determined by the Settlement Administrator that the final number of Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds the

Certified Pay Period Count by more than 10% (i.e., an increase of more than 2,562 Pay Periods), Defendants shall elect to either: (i) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above the 10% threshold (e.g., if the number of Pay Periods increases by 11% to 28,447 Pay Periods, the Gross Settlement Amount will increase by 1%), or (ii) shorten the PAGA Period to end of the last date before the total Pay Periods worked by Aggrieved Employees exceed the 10% threshold.

42. Tax Allocation. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Paragraph 40 will be treated and reported for tax purposes as non-wage payments and will not be subject to local, state or federal payroll tax withholdings. The Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

43. No Credit Toward Benefit Plans: The Individual PAGA Payments made to Aggrieved Employees under this Settlement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employees may be entitled under any benefit plans.

44. Motion or Application for Approval of the Settlement. Promptly upon execution of this Agreement, Plaintiff shall file a motion or application requesting entry of an on order as follows:

a. Granting approval of the Settlement and entering judgment thereon;
b. Approving, as to form and content, the proposed Settlement Cover Letter attached hereto as **Exhibit A**;
c. Approving Plaintiff's Counsel's application for an award of attorney's fees and costs;
d. Approving Plaintiff's Enhancement Payment;
e. Directing the funding and disbursement of the Gross Settlement Amount in accordance

with the terms of this Agreement; and

f. Setting a final compliance hearing date when the parties shall report to the Court that the Gross Settlement Amount has been funded and disbursed in accordance with the terms of this Agreement.

Defendants agree that they will not oppose Plaintiff's motion or application for approval of the Settlement or delay the hearing thereon, and that they will coordinate and will cooperate with Plaintiff in obtaining an order from the Court approving this Agreement, as described herein. The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Agreement, and the payments described in Paragraph 40. The Parties expressly acknowledge that the Court's approval of the Settlement is a condition precedent to any payments described in this Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Agreement, the entirety of this Agreement shall be null and void.

45. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a. Establish and maintain a Qualified Settlement Fund ("QSF").

b. Calculate the Individual PAGA Payment each Aggrieved Employee is eligible to receive.

c. Print and mail the Settlement Cover Letter in both Spanish and English.

d. Print and issue Settlement payment checks.

e. Conduct additional address searches for mailed Settlement Cover Letter and Settlement payment checks that are returned as undeliverable.

f. Field inquiries from Aggrieved Employees.

g. Prepare IRS 1099 Tax Forms and any other filings required by any governmental taxing authority.

h. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

i. Provide a final accounting declaration confirming completion of the funding and distribution of the Gross Settlement Amount in accordance with the terms of this Agreement.

46. Funding of the Gross Settlement Amount. Within twenty-one (21) calendar days of the Effective Date (the "Settlement Funding Due Date"), Defendants shall deposit the Gross Settlement Amount into the QSF established by the Settlement Administrator. If the Settlement Funding Due Date falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California. The Settlement Administrator shall provide Defendants' Counsel and Plaintiff's Counsel with a report detailing all payments to be made under the Settlement prior to disbursement of the Gross Settlement Amount.

47. Calculation of Individual PAGA Payments. Each Aggrieved Employee will be entitled to a *pro rata* share of the Aggrieved Employees' Fund based upon the number of Eligible Pay Periods that they worked. The Eligible Pay Periods are the number of pay periods that each Aggrieved Employee worked during the PAGA Period, as established by information provided by Defendant in the PAGA Member List. Each Aggrieved Employee will be credited with at least one (1) Eligible Pay Period.

a. To calculate each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator shall divide the number of Eligible Pay Periods an Aggrieved Employee is credited by the total aggregate number of Pay Periods credited to all Aggrieved Employees, and then multiply this amount by the Aggrieved Employees' Fund to arrive at each Aggrieved Employee's Individual PAGA Payment.

b. Aggrieved Employees will not be required to submit any claim form or other documentation to receive their Individual PAGA Payment.

c. One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties for tax purposes.

d. Aggrieved Employees may not opt out or object to the Settlement.

48. Delivery of the PAGA Member List. No later than fourteen (14) calendar days of the Effective Date, Defendants will provide the PAGA Member List to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail to comply, Plaintiff shall have the right to void the Agreement. Prior to mailing the Individual PAGA Payments and Settlement Cover Letters, the Settlement Administrator shall provide Plaintiff's Counsel with an anonymized version of the PAGA Member List that shall only disclose an identification number attributed to each Aggrieved Employee, their respective Pay Periods during the PAGA Period, and their Individual PAGA Payment. Prior to mailing Settlement Cover Letters and Individual PAGA Letters, the Settlement Administration shall conduct one (1) National Change of Address search for all individuals identified on the PAGA Member List to update and correct any known or identifiable address changes.

49. Distribution of Individual PAGA Payments. No later than fourteen (14) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, the Settlement Administrator shall mail the Settlement Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail.

a. For each PAGA Settlement Package that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate an alternate updated address for the Aggrieved Employee by performing a skip trace within three (3) business days of receipt of the returned mail; the Settlement Administrator shall then attempt one (1) re-mailing of the PAGA Settlement Package. Further, any PAGA Settlement Package returned with a forwarding address to the Settlement Administrator shall be re-mailed to the forwarding address affixed thereto within three (3) business days.

b. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and, thereafter, shall be cancelled. If any Aggrieved Employee does not cash his or her Individual PAGA Payment check within 180 calendar days, the uncashed funds shall be sent to the Controller for the State of California to be held pursuant to California's Unclaimed Property Law, California Civil Code §1500, *et. seq*. for the benefit of those Aggrieved Employees who did not cash their checks until such time that they claim their property.

50. Distribution of Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, Settlement Administration Costs, and LWDA Payment. No later than fourteen (14) calendar days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall distribute payments for Attorneys' Fees and Costs to Plaintiff's Counsel, Plaintiff's Enhancement Payment, Settlement Administration Costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

51. Final Distribution Report and Declaration by Settlement Administrator: Within 10 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Plaintiff's Counsel and Defendants' Counsel, a signed compliance declaration under oath suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff's Counsel is responsible for filing the Settlement Administrator's compliance declaration with the Court.

52. Release of PAGA Claims. Upon the complete funding of the Gross Settlement Amount by Defendants, and except as to the rights and obligations created by this Agreement, Plaintiff, the Aggrieved Employees, and the State of California will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA that arise out of the violations alleged in the Complaint and the PAGA Notice or which reasonably could have been brought based on the allegations contained in the Complaint and PAGA Notice, including claims under PAGA that are based on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. The Release of PAGA Claims is limited to claims arising during the PAGA Period. The Released Claims do not release any Aggrieved Employees' claim for wages or damages.

53. Plaintiff's General Release of Claims. In addition to the releases made in Paragraph 52,

Plaintiff makes the additional following general release of all claims, known or unknown. Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's relationship with Defendants as well as any and all acts or omissions by or on the part of Defendants, excluding only claims that, by law, may not be privately released. (The release set forth in this Paragraph 53 shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

This release specifically excludes claims that cannot be waived as matter of law, including claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Agreement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

54. <u>No Prior Assignments.</u> Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff is solely responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the action of any lien holder or any

lien claimant or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

55. Neutral Employment Reference. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential of future employers of Plaintiff seek a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendants shall not refer to the Action or this Settlement, and no characterization of Plaintiff employment with Defendants or termination of employment with Defendants will be provided.

56. Nullification of Agreement: The Parties and their counsel expressly acknowledge that the Court's approval of the Settlement is a condition precedent to any payments described in this Agreement, and pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions prior to the Settlement and shall proceed in all respects as if this Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under this provision. The Parties further agree that they will return to and attend mediation with Todd Smith, Esq. in an effort to reach a settlement that may be approved by the Court.

57. Exhibits Incorporated by Reference: The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Agreement.

58. Entire Agreement: This Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

59. Amendment or Modification: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

60. Authorization to Enter Into Agreement: Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

61. Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined

62. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary or supplement the term of this Agreement.

63. Execution and Counterparts: This Agreement is subject to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

64. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each

represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

65. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

66. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically denies, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

67. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

68. Waiver: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

69. Judgment and Continued Jurisdiction: Upon approval of the Settlement by the Court or after the hearing on Plaintiff's approval motion, Plaintiff will present the Settlement Approval Order and Judgment to the Court for its approval. After entry of the Settlement Approval Order and Judgment, the Court will have continuing jurisdiction pursuant Code of Civil Procedure section 664.6

for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

70. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement, or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties their reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

71. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

72. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

73. All Terms Subject to Final Court Approval: All amounts and procedures described in this Agreement herein will be subject to final Court approval.

74. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Agreement, and in seeking court approval of the Agreement, including working cooperatively to address any questions raised by the Court and making any amendments to the Agreement required by the Court. The Parties will work in good faith to reach an agreement approved by the Court. Defendants further agree that they will provide Plaintiff's Counsel with any declarations or other evidence required by the Court in order to obtain approval of the Agreement, including a declaration attesting to Defendants' inability to fund a higher Gross Settlement Amount without substantially impacting its continued operations, if required by the Court.

75. Confidentiality: The Parties and their counsel agree to keep the terms of the Agreement confidential until the filing of Plaintiff's motion or application for approval of the Settlement. Plaintiff,

Plaintiff's Counsel, Defendants, and Defendants' Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Agreement. Nothing in this Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Agreement or limit Plaintiff's Counsel's communications with the Aggrieved Employees in furtherance of approval of this Settlement. Furthermore, nothing in this provision shall be construed as preventing Plaintiff's Counsel from referring to the Settlement or the Action in support of their adequacy as counsel for a putative class action or to justify an award of attorneys' fees in other proceedings.

76. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

77. Stay of Proceedings Pending Approval of Settlement: The Parties stipulate and agree that all proceedings and deadlines in the Action, other than proceedings necessary to carry out and/or enforce the terms of the Settlement and to obtain approval of the Agreement, shall be stayed pending completion of the approval of the Settlement. The stay on the Action shall include, without limitation, a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure section 583.310, as well as any and all discovery and motion deadlines

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT AS OF THE DATE(S) SET FORTH BELOW:

Dated: 01/28/2026

By: Kenneth Michael Kastelz (Jan 28, 2026 16:35:58 PST)
Kenneth Kastelz

Dated: 1/30/2026

By: ______________________
Defendant Fleetwood Aluminum Products, Inc.
Name: Bradley C. Link
Title: Secretary

Dated: 1/30/2026

By: ______________________
Defendant Fleetwood Aluminum Products, LLC
Name: Bradley C. Link
Title: Secretary

APPROVED AS TO FORM AND CONTENT:

PARKER & MINNE, LLP

Dated: January 28, 2026

By: ______________________
S. Emi Minne
Attorneys for Plaintiff Kenneth Kastelz

JACKSON LEWIS, P.C.

Dated: January 30, 2026

By: Michael D. Thomas
Michael D. Thomas
Attorneys for Defendants

4900-9882-6891, v. 1

EXHIBIT A

Kenneth Kastelz v. Fleetwood Aluminum Products, Inc., et al.
Riverside County Superior Court Case No. CVRI2406069

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of Fleetwood Aluminum Products, Inc. or Fleetwood Aluminum Products, LLC at any time between August 6, 2023, to December 29, 2025, you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the "Settlement") has been reached in a representative action lawsuit entitled *Kenneth Kastelz v. Fleetwood Aluminum Products, Inc., et al.*, Riverside County Superior Court Case No. CVRI2406069 (the "Action"). The defendants in the Action are Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC ("Defendants"). The Action was brought by Plaintiff Kenneth Kastelz ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and all alleged "Aggrieved Employees," defined as all current and former non-exempt employees who were employed by Defendants in the State of California at any time between August 6, 2023, to December 29, 2025 (the "PAGA Period").

The Court has granted approval of the settlement amount to be paid by Defendants for settlement of the Action for civil penalties under PAGA. Defendants' employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Action, the Settlement, your legal rights, and what benefits are available.

2. What is This Lawsuit About?

On August 6, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated (the "PAGA Notice"). On October 10, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. (the "Complaint"). Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of himself, the State, and all current and former hourly-paid, non-exempt employees of Defendants within the PAGA Period. Plaintiff alleges that Defendants owed penalties under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA"). In agreeing to this settlement, Defendants does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendants will pay Five Hundred Eighty Thousand Twenty-Four Dollars and Zero Cents ($580,024.00) to settle the Action (the "Gross Settlement Amount"). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees ("Aggrieved Employees' Fund"); (b) Plaintiff's Enhancement Payment; (c) a payment to the LWDA for civil penalties brought under PAGA; (d) Plaintiff's Counsel's attorneys' fees and costs; and (e) the reasonable fees and costs of the Settlement Administrator.

After deductions are made from the Gross Settlement Amount for Plaintiff's Enhancement Payment, Plaintiff's Counsel's attorneys' fees and costs, and the reasonable fees and costs of the Settlement Administrator, the remaining money (the "Net Settlement Amount") will be split between the LWDA and the Aggrieved Employees. The law requires that 65% of the Net Settlement Amount be paid to the LWDA. The remaining 35% of the Net Settlement Amount will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendants.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the Aggrieved Employee worked for Defendants as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' Fund was divided by the total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are: ____________

Your Individual PAGA Payment is: $__________

The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq*. in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, Plaintiff, Aggrieved Employees and the State of California will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between August 6, 2023, to December 29, 2025.

The Released Parties include Defendants Fleetwood Aluminum Products, Inc. and Fleetwood Aluminum Products, LLC, and their present and former parent companies, shareholders, officers, directors, employees, agents, attorneys, successors and assigns, any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action.

The Released Claims include any and all claims under PAGA arising during the PAGA Period for the recovery of civil penalties, attorneys' fees, and costs, that arise out of the violations alleged in the Complaint and the PAGA Notice or which reasonably could have been brought based on the allegations contained in the Complaint and PAGA Notice, including claims under PAGA that are based on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. This release is limited to claims arising during the PAGA Period. Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release. The Released Claims do not release any Aggrieved Employees' claim for wages or damages.

If you have questions, you can call the Settlement Administrator at [Toll-free Number] or you may contact Plaintiff's attorneys:

PARKER & MINNE, LLP
S. Emi Minne
Yasmin Wilber
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS *for* JUSTICE, PC
Yasmin Hosseini
Alborz Javaheri
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE. THE COURT WILL NOT BE ABLE TO ASSIST YOU.