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

ERIC PRADO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

WILWOOD ENGINEERING, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2023CUOE015773

*[Assigned for all purposes to the Hon.
Benjamin F. Coats, Dept. 43]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: April 15, 2025

Time: 8:35 a.m.

Dept.: 43

Action Filed: October 24, 2023

Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Eric Prado (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;

- 1 • *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court,
2 County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- 3 • *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California
4 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- 5 • *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-
6 VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew,
7 presiding;
- 8 • *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-
9 00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable
10 Thierry Patrick Colaw presiding;
- 11 • *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-
12 00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable
13 Kent M. Kellegrew presiding;
- 14 • *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court
15 of California, County of Orange, Honorable William D. Cluster presiding;
- 16 • *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of
17 California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 18 • *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC,
19 Superior Court of California, County of Orange, Honorable Randall J. Sherman
20 presiding;
- 21 • *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California,
22 County of Los Angeles, Honorable William F. Highberger presiding;
- 23 • *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California,
24 County of Imperial, Honorable Jeffrey B. Jones presiding;
- 25 • *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-
26 OE-CXC, Superior Court of California, County of Orange, Honorable William D.
27 Cluster presiding;
- 28

- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);
- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);

- 1 • *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino
2 County Superior Court, Honorable David Cohn, presiding (approving an hourly rate
3 of \$425 for work performed from 2019-2021);
- 4 • *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior
5 Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work
6 performed from 2019-2021);
- 7 • *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-
8 CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- 10 • *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange
11 County Superior Court, Honorable Randall J. Sherman, presiding (approving an
12 hourly rate of \$475 for work performed from 2020-2022);
- 13 • *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior
14 Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for
15 work performed from 2019-2022);
- 16 • *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior
17 Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work
18 performed in 2021 and 2022);
- 19 • *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County
20 Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575
21 for work performed from 2019-2023); and
- 22 • *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County
23 Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of
24 \$575 for work performed from 2019-2023).
- 25 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
26 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
27 rate of \$575 for work performed from 2022-2023).
- 28

- *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of \$650 for work performed from 2020-2024).

5. I have also been named as Class Counsel for the certified class following a contested class certification motion in the following case:

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster presiding, which was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor of the aggrieved employees.

7. In addition to the above cases, I also play a significant role in many of my firm's current wage and hour class actions. The scope of my involvement includes but is not limited to: corresponding with opposing counsel; attending court hearings; drafting and responding to written discovery; preparing for and defending depositions; negotiating and drafting long-form settlement agreements; attending mediations; and drafting motions for preliminary and final approval.

8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year.

9. Defendant Wilwood Engineering ("Defendant") designs and manufactures disc brake system components, including calipers, brake pads, and rotors, for various industries, including commercial automobiles, competitive motorsports, agriculture (e.g., tractors and

forklifts), industrial applications (e.g., pumps, windmills, assembly line rollers, and roller coasters), and military vehicles.

10. Defendant employed Plaintiff as a non-exempt Quality Inspector from approximately June 2022 until April 2023. Plaintiff worked at Defendant's Calle Bolero warehouse facility in Camarillo, California. Like all Settlement Class members, Plaintiff was subject to Defendant's wage and hour policies and practices throughout the Class Period.

11. On October 24, 2023, Plaintiff filed the initial class action complaint. After exhausting his administrative remedies with the LWDA and obtaining the Court's signed order authorizing amendment, Plaintiff filed the operative First Amended Complaint ("FAC") on September 18, 2024, adding a cause of action for civil penalties under PAGA based on the same underlying Labor Code violations.

12. As part of Plaintiff's onboarding, Defendant required him to sign an arbitration agreement with a class action waiver. Rather than dismissing the class claims and initiating individual arbitration, the Parties agreed to attend mediation to reach a global resolution of class and PAGA claims for the one-year time period.

13. In preparation for mediation, Defendant provided Plaintiff with timekeeping and payroll records for a representative one-third sample of putative class members spanning the Class Period, along with policy documents and key data points. With the assistance of his retained expert who holds a Ph.D. in labor economics, Plaintiff analyzed the data and created a class-wide exposure model.

14. On May 16, 2024, the Parties participated in mediation with Hon. Peter D. Lichtman (Ret.), exchanging divergent views on Defendant's liability, exposure, and underlying legal positions. At mediation's conclusion, Judge Lichtman made a mediator's proposal, which the Parties ultimately accepted. Over the following months, the Parties finalized the Settlement terms, which the Court preliminarily approved on October 29, 2024. A true and correct copy of this Court's Order granting preliminary approval is attached hereto as **Exhibit 1**.

15. Defendant will pay a non-reversionary Maximum Settlement Amount ("MSA") of \$450,990.00. After reviewing the class member workweek data provided to the settlement

1 administrator following preliminary approval, it was determined that the total workweeks worked
2 during the Class Period exceeded the 10% threshold set in the escalator clause by 0.22% (10.22%
3 more workweeks than estimated). Accordingly, Defendant increased the Maximum Settlement
4 Amount by \$990.00 (0.22%). The Net Settlement Amount ("NSA") is the remainder after
5 deducting Court-approved amounts for attorneys' fees (\$150,330.00), verified cost
6 reimbursement (\$28,638.64), the Class Representative Enhancement Payment (\$5,000.00),
7 settlement administration costs (\$10,000.00), and the entire amount designated as PAGA
8 penalties (\$30,000.00). Of the \$30,000.00 designated as PAGA penalties, \$22,500.00 will be paid
9 to the LWDA, and \$7,500.00 will be distributed to Aggrieved Employees pursuant to Labor Code
10 § 2699(i). Based on these requested amounts, the NSA is approximately \$227,021.36. A true and
11 correct copy of my firm's cost records, including the invoices received from my firm's retained
12 expert, is attached hereto as **Exhibit 2**. My firm's cost records identify to-date out of pocket
13 expenses as \$28,383.29. The total amount that my firm is requesting for expense reimbursement
14 (\$28,638.64) includes an additional \$255.35 in anticipated future costs for the filing and service
15 of the Motion for Final Approval and the Settlement Administrator's final accounting declaration,
16 as well as the costs to appear at the Final Approval Hearing, which will be incurred by my firm
17 following the filing of this motion

18 16. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends
19 that it maintained lawful meal period policies and practices throughout the Class Period.
20 Defendant produced a facially compliant meal period policy that it asserts was in effect at all
21 times during the Class Period. Defendant further claims that Settlement Class members signed
22 meal period waivers and, therefore, any missed meal periods were due to employee choice.
23 Additionally, Defendant argues that Plaintiff's meal period claim is not suitable for class
24 certification because employees signed arbitration agreements with class action waivers, barring
25 them from pursuing these claims in court.

26 17. Regarding Plaintiff's rest period claim, Defendant asserts that it authorized and
27 permitted all required rest periods. Defendant further contends that employees have always been
28 permitted to leave the premises during rest periods and, despite its written policy, were authorized

breaks in excess of 10 minutes, ensuring employees always received at least 10 minutes of “net” rest in compliance with California law. As with other class claims, Defendant argues that this claim is uncertifiable due to arbitration agreements with class action waivers.

18. In response to Plaintiff’s sick time claim, Defendant maintains that its timekeeping policies complied with California law and that it properly compensated Settlement Class members throughout the Class Period.

19. Regarding Plaintiff’s business expense reimbursement claim, Defendant argues that it maintained a policy to reimburse all reasonable and necessary business expenses. To the extent any expenses were not reimbursed, Defendant asserts it was either unaware of the expense or deemed it unreasonable or unnecessary. Defendant further contends that this claim is also uncertifiable due to arbitration agreements with class action waivers.

20. For Plaintiff’s derivative claims for wage statement, waiting time, and PAGA penalties, Defendant argues that these claims fail if the underlying claims fail. Defendant also asserts that Plaintiff cannot establish that the alleged wage statement violations were “knowing and intentional”, or that employees “suffered injury”, as required for wage statement penalties. Additionally, Defendant contends that its good faith defenses to Plaintiff’s claims preclude waiting time penalties, which require a “willful” failure to pay wages, and that the Court would likely exercise its discretion to substantially reduce any PAGA penalties awarded.

21. Here, my firm seeks \$150,330.00, representing one-third of the MSA, consistent with *Laffitte* and prevailing class action practices. My firm has dedicated substantial time and resources without any compensation to date. Since undertaking representation, my firm has conducted pre-filing investigations, legal research, and witness interviews, reviewed class-wide documents and Defendant’s data, drafted and revised pleadings, stipulations, and status reports, engaged in informal discovery and strategy meetings, analyzed payroll and timekeeping records with a retained expert to build a damages model, prepared for and participated in mediation, negotiated and drafted the Settlement Agreement and Notice Packet, prepared the Motions for Preliminary and Final Approval, oversaw the notice process and fielded class member inquiries, and managed all aspects of case litigation.

1 22. My firm incurred and respectfully requests reimbursement of \$28,638.64 in actual
2 litigation costs, which is more than \$11,000.00 less than the \$40,000.00 amount preliminarily
3 approved by the Court in the Settlement Agreement.

4 23. Plaintiff also requests that the Court approve \$10,000.00 in administration costs to
5 CPT Group, Inc. As detailed in the Declaration of Tanner Nicodemus, CPT performed essential
6 duties in connection with the administration of the Settlement and implementation of the Notice
7 process. Specifically, CPT calculated each Settlement Class member's Individual Settlement
8 Payment, updated mailing addresses from the class data provided by Defendant, formatted and
9 mailed Notice Packets to all 345 eligible individuals, and provided the Parties with weekly status
10 reports regarding the notice process. CPT also performed other administrative tasks necessary to
11 effectuate the terms of the Settlement.

12 24. Plaintiff seeks a Class Representative Enhancement Payment of \$5,000.00, which
13 is reasonable given his substantial efforts in this case, the risks he undertook on behalf of the
14 Settlement Class, and his agreement to a general release of claims, including a waiver of
15 California Civil Code § 1542. Plaintiff's contributions to this case were extensive. He searched
16 for and provided documents to my firm, offered factual information, held numerous calls with his
17 attorneys to discuss the claims and Defendant's policies, reviewed the complaint, assisted in
18 mediation preparations, and made himself available the entire day of mediation to help resolve
19 factual disputes. Plaintiff also reviewed settlement documents, assisted in case strategy
20 discussions, and played an active role in moving the case toward resolution. Additionally, Plaintiff
21 assumed significant risks by serving as the named plaintiff, publicly attaching his name to the
22 case, and agreeing to a broader general release than other Settlement Class members, including a
23 waiver of Civil Code § 1542. Plaintiff spent at least 20 hours performing these duties for the
24 Settlement Class. Plaintiff's participation directly benefited the Settlement Class, as they would
25 not be receiving compensation absent his decision to pursue these claims.

26 25. Plaintiff provided the LWDA with the Settlement Agreement along with all
27 moving papers associated with the Motion for Preliminary Approval. True and correct copies of
28 the LWDA Submission Confirmations are attached hereto as **Exhibit 3**.

26. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, CPT Group, Inc.

27. Pursuant to California Rules of Professional Conduct 1.5.1, Plaintiff has signed a written acknowledgement regarding the fee split agreement between Haines Law Group, APC and Michael Burgis & Associates, P.C. Plaintiff has been advised (i) the fact that a division of fees will be made; (ii) the identity of the lawyers or law firms that are parties to the division; (iii) the terms of the division; and (iv) the total fee charged by all lawyers is not increased solely by reason of the agreement to divide fees.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on March 21, 2025, at El Segundo, California.


Andrew J. Rowbotham

EXHIBIT 1

RECEIVED

VENTURA SUPERIOR COURT

10/7/24

HAINES LAW GROUP, APC

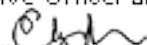
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Attorneys for Plaintiff

VENTURA SUPERIOR COURT

FILED

10/29/2024

Brenda L. McCormick
Executive Officer and Clerk


Elizabeth Muller

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

ERIC PRADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WILWOOD ENGINEERING, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 2023CUOE015773

*[Assigned for all purposes to the Hon. Benjamin
F. Coats, Dept. 43]*

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT

Date: October 29, 2024
Time: 8:35 a.m.
Dept.: 43

Action Filed: October 24, 2023
Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

~~PROPOSED~~ ORDER

The Motion of Plaintiff Eric Prado (“Plaintiff”) for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on October 29, 2024, at 8:35 a.m. The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; the proposed Stipulation of Settlement (“Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham filed concurrently therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arms’-length negotiations conducted after Plaintiff and/or Plaintiff’s counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

All current and former non-exempt employees of Wilwood Engineering in California who worked at any time between October 24, 2022 and July 15, 2024

4. For purposes of the Settlement, the Court designates named Plaintiff Eric Prado as Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, and Andrew J.

Rowbotham of Haines Law Group, APC as Class Counsel.

5. The Court designates CPT Group, Inc. as the third-party Settlement Administrator for mailing notices.

6. The Court approves, as to form and content, the Notice of Class and PAGA Action Settlement (“Class Notice”) and the Notice of Individual Settlement Payment (collectively, the “Notice Packet”) attached as Exhibit 2 to the Declaration of Andrew J. Rowbotham filed concurrently with Plaintiff’s Motion.

7. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Settlement Class members to opt-out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

9. The procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member’s objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

10. The Court directs the Settlement Administrator to mail the Notice Packet to the Settlement Class members in English and Spanish, in accordance with the terms of the Settlement.

11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60 calendar days’ notice for Settlement Class members to submit disputes, opt-out of, or object to the Settlement.

12. The Final Approval Hearing on the question of whether the Settlement Agreement should be finally approved as fair, reasonable and adequate is scheduled on April 15, 2025 @ 8:30 a.m. _____ in Department 43 of this Court, located at 800

South Victoria Avenue, Ventura, California 93009. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Settlement Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an enhancement award, settlement administration costs, payment to the California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*, and Class Counsel's attorneys' fees and costs should be granted.

14. Plaintiff's Counsel shall file memoranda, declarations, or other statements and materials in support of the request for final approval of the Settlement and Plaintiff's application for an enhancement payment, settlement administration costs, payment to the LWDA for its share of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is provided below (assuming the Court grants preliminary approval of the Settlement on October 29, 2024):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	November 13, 2024
Settlement Administrator to mail the Notice Packet to the Settlement Class Members no later than:	November 27, 2024
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	January 27, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days prior to Final Approval Hearing
Final Approval Hearing	☒ April 15, 2025 at 8:35 a.m. ☐ _____, 2025 at _____ a.m./p.m.

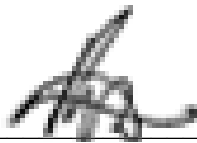
1 16. Pending the Final Approval Hearing, all proceedings in this action, other than
2 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
3 Order, are stayed.

4 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
5 in connection with the administration of the Settlement which are not materially inconsistent with
6 either this Order or the terms of the Settlement.

7 18. In the event the Settlement is not finally approved, or otherwise does not become
8 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
9 void and shall be vacated, and the parties shall revert to their respective positions as of before
10 entering into the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: 10/29/2024
13



Honorable Benjamin F. Coats
Judge of the Superior Court

EXHIBIT 2

Eric Prado v. Wilwood Engineering

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
9/30/2023	ALL	Postage for September, 2023.	1 7.18	7.18
	ALL	Copying cost for September, 2023.	18 0.25	4.50
10/24/2023	GB	Filing fee for: LWDA. Order #: ORD- [REDACTED]	1 75.00	75.00
	GB	Document filing in Ventura county. Transaction ID: [REDACTED]	1 1,436.75	1,436.75
	GB	Document filing in Ventura county. Transaction ID: [REDACTED]	1 39.51	39.51
	GB	Document filing in Ventura county. Transaction ID: [REDACTED]	1 4.95	4.95
10/25/2023	IDLC	First legal's filing fee for: Filing of certificate of disqualification of judge. *Advance Fee* File/Conform/Return Order #: [REDACTED] Base charge + Additional charges	1 42.50	42.50
10/26/2023	GB	Document filing in Ventura county. Transaction ID: [REDACTED]	1 151.75	151.75
	GB	Document filing in Ventura county. Transaction ID: [REDACTED]	1 4.17	4.17
	GB	Document filing in Ventura county. Transaction ID: [REDACTED]	1 4.95	4.95

			Qty/Price	Amount
10/31/2023	ALL	Postage for October, 2023.	1 7.42	7.42
	ALL	Copying cost for October, 2023.	8 0.25	2.00
11/4/2023	ALL	Case Anywhere service fee for 8/29/23-10/31/23 Invoice #: [REDACTED]	1 84.00	84.00
11/20/2023	IDLC	First Legal's service fee for: Service of summons and complaint Process-Branch 3 days Order #: [REDACTED] Base charge + PDF/Ship + Fuel charge	1 132.24	132.24
11/21/2023	KI	Ventura Document Purchase Fee. Transaction ID: [REDACTED] [REDACTED] [REDACTED]	1 6.75	6.75
12/28/2023	KI	Ventura County document purchase fee. Transaction ID: [REDACTED] [REDACTED] [REDACTED]	1 6.75	6.75
2/5/2024	ALL	Case Anywhere service fee for 11/1/23 - 1/31/24 Invoice #: [REDACTED]	1 120.00	120.00
2/29/2024	ALL	Signature Resolution mediation fee for May 16, 2024 mediation. Invoice #: [REDACTED]	1 10,450.00	10,450.00
5/10/2024	PKH	BRG expert fee for services through April 30, 2024. Invoice #: [REDACTED]	1 3,073.00	3,073.00
5/31/2024	ALL	Westlaw cost for May, 2024.	1 128.12	128.12
	ALL	Copying cost for May, 2024.	3 0.25	0.75
6/18/2024	AP	BRG Expert Fee Services rendered through May 31, 2024 Invoice #: [REDACTED]	1 12,313.50	12,313.50
8/5/2024	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 21.75	21.75
	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 0.60	0.60
	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 4.95	4.95

			Qty/Price	Amount
8/8/2024	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 6.75	6.75
8/22/2024	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 21.75	21.75
	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 0.60	0.60
	IDLC	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 4.95	4.95
8/31/2024	IDLC	CourtCall fee for hearing on 8/19/2024.	1 72.00	72.00
9/18/2024	ML	Ventura County document purchase fee. Transaction ID: [REDACTED]	1 6.75	6.75
10/7/2024	ML	Ventura County Document Purchase Transaction ID: [REDACTED]	1 61.75	61.75
	ML	Ventura County Document Purchase Transaction ID: [REDACTED]	1 1.70	1.70
	ML	Ventura County Document Purchase Transaction ID: [REDACTED]	1 4.95	4.95
10/30/2024	AP	Ventura County Document Purchase Transaction ID: [REDACTED]	1 6.75	6.75
10/31/2024	VG	CourtCall fee for hearing on 10/29/2024.	1 72.00	72.00
2/28/2025	ML	Copying cost for February, 2025.	1 0.25	0.25
Total additional charges				\$28,383.29
Balance due				\$28,383.29



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

May 10, 2024
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Prado vs. Wilwood Engineering

Services Rendered Through April 30, 2024

Professional Services	\$ 3,073.00	USD
CURRENT CHARGES	\$ 3,073.00	USD

PAYMENT IS DUE BY June 9, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at 850.402.5113 or MDuMond@thinkbrg.com.

Please remit wire/ACH payment to:

[REDACTED]

Please remit check payment to:

[REDACTED]

cc:
Andrea Parashos
Via Email: adparashos@haineslawgroup.com



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Prado vs. Wilwood Engineering

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through April 30, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	0.60	405.00
Senior Managing Consultant Brooke Dinwiddie	460.00	5.80	2,668.00
Total Professional Services		<u>6.40</u>	<u>3,073.00</u>



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Prado vs. Wilwood Engineering

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through April 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
04/25/24	Jon M. DuMond	Download/QC data; case discussions.	0.60
04/30/24	Brooke Dinwiddie	Loaded data; prepared data.	5.80
Professional Services			<u>6.40</u>



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

June 18, 2024
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Prado vs. Wilwood Engineering

Services Rendered Through May 31, 2024

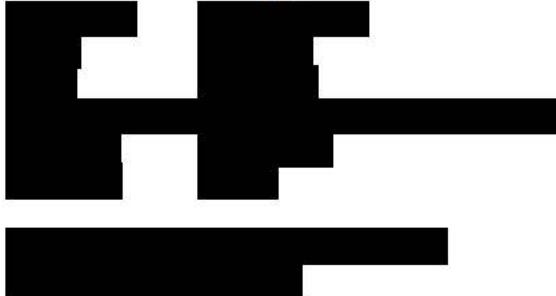
Professional Services	\$ 12,313.50	USD
CURRENT CHARGES	\$ 12,313.50	USD

PAYMENT IS DUE BY July 18, 2024

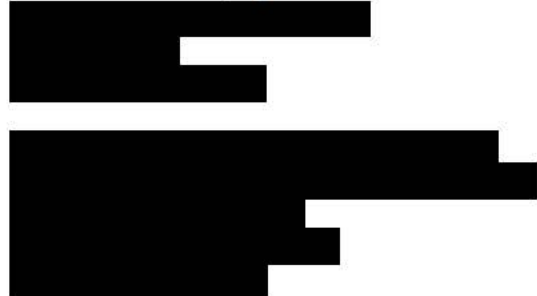
Please direct questions regarding this invoice to: Jon M. DuMond at 850.402.5113 or MDuMond@thinkbrg.com.



Please remit wire/ACH payment to:



Please remit check payment to:



cc:
Andrea Parashos
Via Email: adparashos@haineslawgroup.com



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Prado vs. Wilwood Engineering

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through May 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	675.00	2.50	1,687.50
Senior Managing Consultant Brooke Dinwiddie	460.00	23.10	10,626.00
Total Professional Services		<u>25.60</u>	<u>12,313.50</u>



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Prado vs. Wilwood Engineering

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through May 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
05/01/24	Brooke Dinwiddie	Prepared data.	8.20
05/02/24	Brooke Dinwiddie	Analyzed data.	5.70
05/03/24	Brooke Dinwiddie	Analyzed data.	3.50
05/03/24	Jon M. DuMond	Review analyses, case discussions.	1.70
05/07/24	Brooke Dinwiddie	Analyzed data.	5.70
05/08/24	Jon M. DuMond	Review analyses; case discussions.	0.80
Professional Services			25.60

EXHIBIT 3

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, October 7, 2024 3:01:24 PM

10/07/2024 02:59:52 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

2023CUOE015773

Hearing Date (if any)

October 29, 2024

Hearing Time

8:35 a.m.

Hearing Location

800 South Victoria Avenue

Number of aggrieved employees *

326

Gross settlement amount *

450000.00

Gross penalty amount *

30000.00

Penalties to LWDA *

22500.00

Date of proposed settlement *

10/04/2024

Proposed Settlement and Other Documents

Proposed Settlement *

Exhibit 1 – Wi...nt (FINAL).pdf

Other Attachment (if any)

1. 2024-10-...y Approval.pdf

Other Attachment (if any)

[Remove](#)

2. 2024-10-...y Approval.pdf

Other Attachment (if any)

[Remove](#)

3. 2024-10-...lwood MPA.pdf

Other Attachment (if any)

[Remove](#)

4. 2024-10-...lwood MPA.pdf

Other Attachment (if any)

[Remove](#)

5. 2024-10-...lwood MPA.pdf

Other Attachment (if any)

[Remove](#)

6. 2024-10-...t Approval.pdf

Other Attachment (if any)

[Remove](#)

7. 2024-10-...g CPT Decl.pdf

Other Attachment (if any)

[Remove](#)

8. 2024-10-...f of Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Wednesday, October 30, 2024 11:27:27 AM

10/30/2024 11:26:51 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Your Email Address *

jamirez@haineslawgroup.

Your Street Name, Number and Suite/Apt *

2155 Campus Drive

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Eric Prado v. Wilwood Engi

Plaintiff Name

Eric Prado

Order or Judgment Details

Date Court order signed by Judge *

10/29/2024

Gross settlement amount *

450000.00

Gross penalties *

30000.00

Penalties to LWDA *

22500.00

Fee award *

150000.00

Court Order.Judgment File and Other Files

Court Order or Judgment *

Choose File 2024-10-29 ...y Approval.pdf

Other Attachment

Choose File 2024-10-30 ...A Hearing.pdf

Other Attachment

Choose File 2024-10-30 ... of Service.pdf

[Remove](#)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Previous Page

Submit

From: [DIR PAGA Unit](#)
To: [Aaron Clark](#)
Subject: Thank you for your Court Complaint Submission.
Date: Thursday, December 12, 2024 9:06:07 AM

12/12/2024 09:05:44 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4