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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 ERIC PRADO IN
SUPPORT OF APPROVAL OF CLASS
ACTION SETTLEMENT**

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

DECLARATION OF ERIC PRADO

I, Eric Prado, declare as follows:

1. I am an individual over the age of 18 and am the named Plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. 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 worked for Wilwood Engineering ("Wilwood") from approximately June 2022 to April 2023. As a "Quality Inspector," my primary job duties included inspecting and measuring finished disc brake systems, calipers, brake pads, and rotors, and comparing them against blueprints.

3. During my employment, I regularly worked shifts that were over 10 hours long but I was never told I could take a second meal period or third rest period. I also frequently worked extra shifts on Saturday but was not allowed to take a meal period on those shifts. When I was provided a rest break, I had to be back at my work area by the end of the 10 minute break, this meant I had to spend some of my break time walking back to my work area. I also earned a 15% shift premium for working the night shift. My understanding is that I was not paid all my sick pay wages due to the way sick pay was calculated when I earned the night shift premium. Wilwood did not provide the levelers we needed to perform our inspections. As a result, I had to purchase these tools at my own expense.

4. I brought this lawsuit against Wilwood because I suspected that Wilwood was not paying its employees according to the law and felt that the company should not be allowed to violate the law at its employees' expense. I was willing to attach my name to the lawsuit, even though I understood it would be a public record, because I felt that someone needed to stand up to the company and I was willing to take on that burden for the benefit of the other employees of Wilwood.

5. I have been an active participant in this case ever since first consulting with my attorneys in September 2023. In addition to meeting with my attorneys during the initial intake process and providing documents and information needed to initiate the case, I have remained

1 actively involved in responding to my attorneys' questions and also helped my attorneys
2 communicate with other current and former employees of Wilwood. I also made myself available
3 the entire day of mediation. I estimate that I have spent at least 20 or more total hours on activities
4 leading to the resolution of this matter.

5 I declare under penalty of perjury under the laws of the state of California and the United
6 States that the foregoing is true and correct. Executed on October 10/03, 2024, in Bakersfield,,
7 California.

8 
Eric Prado (Oct 3, 2024 21:07 PDT)
Eric Prado