

## SUPERIOR COURT OF THE STATE OF CALIFORNIA

## 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,

Defendants.

Case No. 2023CUOE015773

**NOTICE OF CLASS AND PAGA ACTION  
SETTLEMENT**

To: All current and former non-exempt employees of Defendant Wilwood Engineering in California who worked at any time between October 24, 2022 and July 15, 2024 (the "Class Period"). Collectively, these employees will be referred to as "Class Members" or the "Settlement Class."

**THIS NOTICE IS BEING PROVIDED TO YOU IN BOTH ENGLISH AND SPANISH  
PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class and PAGA action settlement (the "Settlement") in *Eric Prado v. Wilwood Engineering*, Ventura County Superior Court Case No. 2023CUOE015773 (the "Lawsuit"). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Wilwood Engineering's ("Defendant") records show that you were employed by Defendant as a non-exempt employee in California during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Eric Prado ("Plaintiff") brought this lawsuit against Defendant, asserting claims on behalf of all Class Members. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Class Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to reimburse necessary business expenses; (6) failed to issue accurate itemized wage statements; (7) failed to timely pay all final wages upon separation; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong and denies that it owes Class Members any damages, restitution, penalties, or other payments. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of Defendant and the Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information and documents to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

**If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation.** Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member because of his or her decision to either participate or not participate in the Settlement.

### ***Who are the Attorneys?***

<p>Attorneys for Plaintiff / Class Members:</p> <p><b>HAINES LAW GROUP, APC</b>  Paul K. Haines (SBN 248226)  phaines@haineslawgroup.com  Fletcher W. Schmidt (SBN 286462)  fschmidt@haineslawgroup.com  Andrew J. Rowbotham (SBN 301367)  arowbotham@haineslawgroup.com  2155 Campus Drive, Suite 180  El Segundo, California 90245  Tel: (424) 292-2350  Fax: (424) 292-2355  haineslawgroup.com</p>	<p>Attorneys for Defendant:</p> <p><b>RAINES FELDMAN LITTRELL LLP</b>  Beth A. Schroeder (SBN 119504)  bschroeder@raineslaw.com  Matthew Pate (SBN 317136)  mpate@raineslaw.com  1900 Avenue of the Stars, 19th Floor  Los Angeles, California 90067  Tel: (310) 440-4100  Fax: (310) 691-1367  raineslaw.com</p>
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### ***What are the terms of the Settlement?***

On October 29, 2024, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees of Defendant in California who worked at any time between October 24, 2022 and July 15, 2024. Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant, as described below in the “Release” section.

Defendant has agreed to pay \$450,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Class Members, attorneys' fees and verified cost reimbursement, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

**Settlement Administration Costs.** The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

**Attorneys' Fees and Expenses.** Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for attorneys' fees of up to one-third of the Maximum Settlement

Amount (which is currently estimated to be \$150,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through final approval of the Settlement. Class Counsel also will ask for reimbursement of up to \$40,000.00 for verified costs and expenses which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his general release of claims against Defendant and his service and extra work provided on behalf of the Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$30,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$22,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$7,500.00) will be payable to PAGA Employees (defined below) as part of the Net Settlement Amount.

Calculation of Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) PAGA Amount: The \$7,500.00 payable to PAGA Employees as their 25% portion of the PAGA civil penalties shall be designated as the "PAGA Amount." Each current and former non-exempt employees of Defendant in California who worked at any time between October 24, 2022 and July 15, 2024 (the "PAGA Period") (collectively the "PAGA Employees"), regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of weekly pay periods that he or she worked during the PAGA Period compared to the total number of weekly pay periods worked by all PAGA Employees during the PAGA Period.
- (ii) The remainder of the Net Settlement Amount will be distributed to all Class Members based on their proportionate number of weekly pay periods worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Class Member's number of weekly pay periods worked during the Class Period, and the denominator of which is the total number of weekly pay periods worked by all Class Members during the Class Period.

Payments to Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Class Members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the intended recipient.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be allocated as 1/3 wages (subject to applicable withholdings), and 2/3 interest and penalties (not subject to withholdings). Each PAGA Amount payable to the PAGA Employees shall be allocated as 100% penalties. Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge Defendant, its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys ("Defendant Releasees") from all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action as well as the violations asserted in Plaintiff's letter to the LWDA dated October 23, 2023, or which could have been alleged based on the factual allegations therein, that

arose during the Class Period, including but not limited to all claims for unpaid wages, unpaid overtimes, unpaid minimum wages, break premiums, liquidated damages, penalties, attorneys' fees and costs (except as provided for herein with respect to payments to Class Counsel), and interest (collectively the "Released Claims"). The period of the Released Claims shall extend to the limits of the Class Period.

**PAGA Release.** If the Court approves the Settlement, the PAGA Employees will be issued a check for their share of the PAGA Amount, regardless of whether they validly opt-out of the class-action portion of the Settlement, and will be deemed to release and discharge Defendant and Defendant Releasees from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiff's letter to the LWDA dated October 23, 2023, or which could have been pled in the operative complaint in the Action based on the factual allegations therein or in Plaintiff's letter to the LWDA, that arose during the PAGA Period (collectively the "PAGA Released Claims"). The period of the PAGA Released Claims shall extend to the limits of the PAGA Period.

**Conditions of Settlement.** The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Class Members, and the entry of Judgment.

### ***How can I claim money from the Settlement?***

**Do Nothing.** If you do nothing, you will be entitled to your Individual Settlement Payment, which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Individual Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

### ***What other options do I have?***

**Dispute Information in Notice of Individual Settlement Payment.** Your award is based on the proportionate number of weekly pay periods that you worked during the relevant time periods. The information contained in Defendant's records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Individual Settlement Payment. If you disagree with the information in your Notice of Individual Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than January 27, 2025. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

**Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter, postmarked no later than January 27, 2025, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion must state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *ERIC PRADO V. WILWOOD ENGINEERING* LAWSUIT FILED IN THE VENTURA COUNTY SUPERIOR COURT, CASE NO. 2023CUOE015773. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT IN THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in the class action portion of the Settlement, and shall receive no benefits from the class action portion of the Settlement. However, all PAGA Employees, including those who submit a timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for**

**Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

**Objecting to the Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection by January 27, 2025 to the Settlement Administrator at *Prado v. Wilwood Engineering*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. Your written objection should include your full name, signature, address, telephone number, and the last four digits of your Social Security number, as well as contact information for any attorney representing you regarding your objection, the case name and number, all objections and the factual and legal basis for the same, and any and all supporting papers, briefs, declarations, and/or other evidence supporting your objection. All objections or other correspondence must state the name and number of the case, which is *Eric Prado v. Wilwood Engineering*, Ventura County Superior Court Case No. 2023CUOE015773. Objections in writing must be postmarked on or before January 27, 2025.

You may also appear at the Final Approval Hearing scheduled for April 15, 2025 at 8:20 a.m., in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on April 15, 2025 at 8:20 a.m., in Department 43 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

#### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Ventura Courthouse (Hall of Justice), located at 800 South Victoria Avenue, Ventura, California 93009, during regular business hours. **You may also contact Class Counsel using the contact information listed above for more information.**

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

#### ***REMINDER AS TO TIME LIMITS***

**The deadline for submitting any Disputes, Requests for Exclusion, or Objections is January 27, 2025.**