

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Eric Prado (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Wilwood Engineering (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Beth Schroeder and Matthew Pate of Raines Feldman Littrell LLP.

On October 24, 2023, Plaintiff filed a Class Action Complaint against Defendant in Ventura County Superior Court, in the matter entitled *Eric Prado v. Wilwood Engineering*, Case No. 2023CUOE015773 (the “Action”), alleging the following causes of action: (1) failure to pay all overtime wages; (2) minimum wage violations; (3) meal period violations; (4) rest period violations; (5) failure to reimburse necessary business expenditures; (6) wage statement penalties; (7) waiting time penalties; and (8) unfair competition. The Complaint is referred to hereinafter as the “Action”.

Given the uncertainty of litigation, and without Defendant making any admission as to the merits of any of the claims asserted, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Amended Complaint.** Pursuant to the Parties’ stipulation, including no waiver of any claims, defenses, or other rights the Parties may have, on September 18, 2024, Plaintiff filed the First Amended Class and Representative Action Complaint (“FAC”) adding a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) based on the alleged violations set forth in Plaintiff’s letter to the Labor Workforce Development Agency (“LWDA”) dated October 23, 2023. The FAC is the operative complaint in the Action.

2. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of Defendant in California who worked at any time between October 24, 2022 and July 15, 2024 (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Code of Civil Procedure § 382. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be void, inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to their respective positions prior to entering into the Settlement Agreement.

3. **PAGA Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate that the PAGA Aggrieved Employees shall be defined as:

All 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”).

4. **Release by Settlement Class Members, PAGA Aggrieved Employees, and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out of the Settlement) 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”) as follows:

- A. All members of the Settlement Class who do not opt-out will release and discharge Defendant and 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.
- B. PAGA Aggrieved Employees, regardless of whether they opt-out of the Settlement, will 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.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff also agrees to release, as an individual and in addition to the released claims described in Paragraph 4.A. and 4.B., above, all claims, damages, penalties, whether known or unknown, of any kind or nature, under federal, state, and local law and regulations, including all claims for violation of the California Labor Code, federal Fair Labor Standards Act, California Fair Employment and Housing Act, including any claims for discrimination, harassment, or retaliation, California Government Code, Title VII of the federal Civil Rights Act, and all contract, tort, and common law claims against Defendant and Defendant’s Releasees. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims, and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code § 1542, 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.

- D. The Settlement along with all associated releases will become effective once both of the following events occur: the Court grants final approval of the Settlement and Defendant deposits the entire Maximum Settlement Amount with the Settlement Administrator (“Effective Date”).

5. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a “Maximum Settlement Amount” of \$450,000.00 in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage CPT Group, Inc. as the “Settlement Administrator” to administer this Settlement.
- B. The Maximum Settlement Amount shall be paid by Defendant no later than 30 days after: (i) the Settlement Administrator is engaged and provides Defendant with instructions respecting how to make payment and either (ii) entry by the Court of an Order granting final approval to the Settlement or (iii) any appeals or other challenges to the settlement are resolved, whichever is later.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class, which is the “Net Settlement Amount as defined in Paragraph 6.A below, estimated at \$215,000.00 after the below deductions;
 - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$10,000.00;
 - (3) Up to \$5,000.00 total for Plaintiff’s Class Representative Enhancement Payment in recognition for Plaintiff’s contributions to the Action and Plaintiff’s service to the Settlement Class;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel’s attorneys’ fees (currently estimated at \$150,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$40,000.00; and
 - (5) \$30,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i) (pre-2024 amendment), 75% of such penalties (\$22,500.00), will be payable to the LWDA, and the remaining 25% (\$7,500.00), will be payable to the PAGA Employees as the “PAGA Amount,” as described below.

D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Class Amount.

E. **Escalator Clause.** Defendant represents that there are an estimated 22,273 weekly pay periods worked by the Settlement Class members during the Class Period. If the number of total weekly pay periods worked by Settlement Class members during the Class Period, as reported to the Settlement Administrator following preliminary approval, is more than 10% greater than this figure (i.e., if there are 24,501 or more total weekly pay periods), Defendant will have the option to: (1) increase the Maximum Settlement Amount on a proportional basis according to the percentage increase in weekly pay periods above 10% (i.e., if there was 15% increase in pay periods, Defendant would increase the Maximum Settlement Amount by 5%); or (2) cut the Class Period and PAGA Period off as of the date before the 24,501 weekly pay period threshold is triggered.

Should this clause be triggered, Defendant will have 5 business days (starting the day after receiving the preliminary calculations from the Settlement Administrator) to notify Class Counsel and the Settlement Administrator of their option. Should no option be selected by Defendant within this time period, the default option will be to cut the Class and PAGA Period off as of the last day of the pay period before the 24,501 pay periods was reached.

F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes on any amounts designated as wages, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

6. **Payments to the Settlement Class and PAGA Employees.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Class Payment") from the Settlement. PAGA Employees are not required to submit a claim form to receive their individual share of the PAGA Amount ("Individual PAGA Payment"). The individual payment to each PAGA Employee and/or participating Class member, combining, if applicable, the Individual PAGA Payment and Individual Class Payment, are referred to herein as the "Individual Settlement Payment." Individual Settlement Payments will be determined and paid as follows:

A. To calculate the Net Settlement Amount, the Settlement Administrator shall deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties payable to the LWDA and PAGA Employees.

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:

- i. Payments from the Net Settlement Amount (“NSA”): The Settlement Administrator will calculate payments from the NSA based on each participating Settlement Class member’s proportionate weekly pay periods worked during the Class Period. Specifically, each participating Settlement Class member’s payment from the NSA will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member’s number of weekly pay periods worked during the Class Period, and the denominator of which is the total weekly pay periods worked by all participating Settlement Class members during the Class Period.
- C. PAGA Amount: Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of workweeks that each worked during the PAGA Period. Each PAGA Employee’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee’s number of weekly pay periods worked during the PAGA Period, and the denominator of which is the total weekly pay periods worked by PAGA Employees during the PAGA Period..
- D. Within 10 business days following the funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to Settlement Class members and PAGA Employees. If an Individual Settlement Payment includes both an Individual Class Payment and Individual PAGA Payment, the Settlement Administrator may issue a single check for the combined total. The Settlement Administrator will also mail a follow-up post card to individuals who have not cashed their Individual Settlement Payments no later than 60 days prior to the check cashing deadline. At the same time, the Settlement Administrator will also distribute the amounts awarded to Class Counsel for attorneys’ fees and costs, the amount awarded to the LWDA for its share of PAGA civil penalties, and the amount awarded to the Settlement Administrator for its costs administering the Settlement.
- E. The portion of the Individual Settlement Amount, if any, representing an Individual Class Payment shall be allocated as 1/3 wages and 2/3 penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Individual PAGA Payments will be attributed 100% to penalties and reported via an IRS Form 1099. Settlement Class members will be responsible for all employee-side taxes due on Individual Settlement Payments.
- F. Defendant shall fully discharge its obligations to, and the applicable releases herein shall be effective as to, those Settlement Class members and PAGA Employees to whom Defendant will pay an Individual Settlement Amount through the Settlement Administrator’s mailing of a settlement check, regardless of whether such checks

are actually received and/or negotiated by Settlement Class members and PAGA Employees. Any check that is not negotiated within 180 days of mailing to a Settlement Class member and/or PAGA Employee (the "check cashing deadline") shall be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the intended recipient thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

- G. The Parties shall not bear any liability for lost, stolen, undelivered or misdelivered checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$150,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$40,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award approved by the Court.

8. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment totaling \$5,000.00 for Plaintiff's time and risk in prosecuting this case and Plaintiff's service to the Settlement Class and as a PAGA representative. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member and PAGA Employee, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

9. **Settlement Administrator.** Defendant will not object to the appointment of CPT Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$10,000.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices to the Settlement Class members and PAGA Employees, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class members.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;

- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Eric Prado as Class Representative for the Settlement Class;
- D. Approving CPT Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Payment), and which counsel for all Parties shall mutually agree upon before submitting to the Court, and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 10 business days after the Court signs an order preliminarily approving this Agreement and notice of such order is provided to the Parties, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers (if available), social security numbers (if applicable), dates of employment, and information sufficient to calculate weekly pay periods, for each Settlement Class member and PAGA Employee during the Class Period and PAGA Period.
- B. Within 10 business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members and PAGA Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members and PAGA Employees; (ii) update the address of any Settlement Class member or PAGA Employee for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member and PAGA Employee; and (iv) mail a Notice Packet to each Settlement Class member and PAGA Employee at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (as defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member or PAGA Employee immediately, and in any event within 5 business days of obtaining

the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member or PAGA Employee. Settlement Class members or PAGA Employees to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to an Individual Class Payment and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. PAGA Employees may not opt-out of the release of PAGA claims (as described in Paragraph 4.B.) and will thus receive their Individual PAGA Payment even if they validly request exclusion from the class and do not receive an Individual Class Payment.
 - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the final judgment.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on

Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Any such written objections must contain the Settlement Class member's name, address, and last four digits of their social security number and must state the legal and factual bases for objection. The objection must also be signed by the Settlement Class member. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing. Settlement Class members need not submit written objections to be heard by the Court at the Final Approval Hearing.

- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member or PAGA Employee shall disclose the amount of their estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members and PAGA Employees will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
 - G. Notice of Judgment Provided to Settlement Class. Should the Court award final approval of this Settlement, the Settlement Administrator will host a copy of the judgment on its website and provide a copy of the URL information with Individual Settlement Payments. The Settlement Administrator will maintain this website until at least the check cashing deadline.
 - H. Defendant will not retaliate against the Settlement Class members and PAGA Employees for their participation in, exclusion from, or objections to the Settlement and/or the Action.
12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:
- A. Granting final approval of the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation and not as an admission of the merits of any claim or defense.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party through the date the motion for preliminary approval is filed. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

if to Defendant: Beth Schroeder and Matthew Pate of Raines Feldman Littrell LLP
1900 Avenue of the Stars 19th Floor, Los Angeles, CA 90067
bschroeder@raineslaw.com; mpate@raineslaw.com

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.


18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Enforcement Action.** In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure § 664.6, the Ventura County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the settlement has been completed.

Date: 10/03/24


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

Date:

Name:
Defendant Wilwood Engineering

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Date:

Plaintiff Eric Prado

Date: 4 OCT 2024



Name: Larry Wolff
Defendant Wilwood Engineering