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VENTURA SUPERIOR COURT

FILED

04/16/2025

K. Bieker
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~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 15, 2025
Time: 8:35 a.m.
Dept.: 43

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

~~**PROPOSED**~~ **JUDGMENT & ORDER**

The Motion of Plaintiff Eric Prado (“Plaintiff”) for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payment (“Final Approval Motion”) came regularly for hearing before this Court on April 15, 2025, at 8:35 a.m., pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).

Having considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between the parties.

Good cause appearing, the Court hereby GRANTS Plaintiff’s Final Approval Motion and ORDERS as follows:

1. Final judgment is hereby entered in accordance with the Settlement Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

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

3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC are hereby confirmed as Class Counsel.

4. Notice was provided to Settlement Class members as set forth in the Settlement, which was preliminarily approved by the Court on October 29, 2024, and the notice process has been completed in accordance with the Settlement and the Court’s Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein,

1 informed Settlement Class members of their rights, and fully satisfied the requirements of
2 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class members objected to the Settlement, that
4 no Settlement Class members opted out, and that the 100% participation rate supports final
5 approval of the Settlement.

6 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and
7 adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

8 7. For purposes of settlement only, the Court finds that: (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
11 community of interest exists among the members with respect to the subject matter of the
12 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement
13 Class members; (d) the Class Representative has fairly and adequately protected the interests of
14 the Settlement Class; (e) a class action is superior to other available methods for the fair and
15 efficient adjudication of this controversy; and (f) Class Counsel are experienced and qualified to
16 represent the Class Representative and the Settlement Class.

17 8. The Court finds that, in light of the absence of objections to the Settlement, this
18 Order shall be deemed final as of the date of its entry.

19 9. The Court finds that the Individual Settlement Payments, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to
21 distribute the payments in accordance with the terms of the Settlement.

22 10. The Court orders Defendant Wilwood Engineering (“Defendant”) to deposit the
23 Maximum Settlement Amount of \$450,990.00 with the Settlement Administrator in accordance
24 with the procedures set forth in the Settlement.

25 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 to the
26 named Plaintiff is appropriate for Plaintiff’s risks undertaken and service to the Settlement Class.
27 The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
28 Administrator make this payment in accordance with the terms of the Settlement.

1 12. The Court finds that attorneys’ fees in the amount of \$150,330.00 and litigation
2 costs of \$28,638.64 for Class Counsel are fair, reasonable, and adequate in light of the common
3 fund created by the Settlement, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in accordance with the terms of the Settlement.

5 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
6 the Maximum Settlement Amount in accordance with the terms of the Settlement, for all of its
7 work done and to be done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the amount designated for PAGA civil penalties—\$30,000.00,
9 with 75% (\$22,500.00) allocated to the California Labor and Workforce Development Agency
10 (“LWDA”) and 25% (\$7,500.00) allocated to PAGA Employees pursuant to Labor Code
11 § 2699(i)—is fair, reasonable, and adequate. The Court orders the Settlement Administrator to
12 distribute these payments in accordance with the terms of the Settlement.

13 15. The Court orders that all settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance, and that any checks remaining uncashed after this period shall be
15 transferred to the California State Controller’s Unclaimed Property Fund in the name of the
16 intended recipient.

17 16. Upon entry of Final Judgment and Defendant’s complete funding of the Maximum
18 Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt
19 out of the Settlement) will release and discharge Defendant, its past and present officers, directors,
20 shareholders, managers, employees, agents, principals, heirs, representatives, accountants,
21 auditors, consultants, and its respective successors and predecessors in interest, subsidiaries,
22 affiliates, parents and attorneys (“Defendant Releasees”) from all claims, demands, rights,
23 liabilities and causes of action that were pled in the operative complaint in the lawsuit titled *Eric*
24 *Prado v. Wilwood Engineering*, Ventura County Superior Court Case No. 2023CUOE015773 (the
25 “Action”) as well as the violations asserted in Plaintiff’s letter to the LWDA dated October 23,
26 2023, or which could have been alleged based on the factual allegations therein, that arose during
27 the Class Period, including but not limited to all claims for unpaid wages, unpaid overtimes,
28 unpaid minimum wages, break premiums, liquidated damages, penalties, attorneys’ fees and costs

1 (except as provided for herein with respect to payments to Class Counsel), and interest
2 (collectively the “Released Claims”). The period of the Released Claims shall extend to the limits
3 of the Class Period. In addition, all PAGA Employees who worked for Wilwood Engineering, in
4 California at any time between October 24, 2022, and July 15, 2024 (the “PAGA Period”),
5 regardless of whether they opt-out of the Settlement, will release and discharge Defendant and
6 Defendant Releasees from all PAGA claims that are based on the Labor Code violations pled in
7 the operative complaint in the Action or Plaintiff’s letter to the LWDA dated October 23, 2023,
8 or which could have been pled in the operative complaint in the Action based on the factual
9 allegations therein or in Plaintiff’s letter to the LWDA, that arose during the PAGA Period
10 (collectively the “PAGA Released Claims”). The period of the PAGA Released Claims shall
11 extend to the limits of the PAGA Period.

12 17. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h), which provides: “If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a provision
15 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
16 The court may not enter an order dismissing the action at the same time as, or after, entry of
17 judgment.” The Court shall retain jurisdiction over the Parties to enforce the terms of the
18 Settlement, the Final Approval Order, and this Judgment.

19 18. Plaintiff shall file a Final Accounting Report on or before April 7, 2026. A Final
20 Accounting Hearing is set for April 14, 2026, at 8:35 a.m.

21 **IT IS SO ORDERED.**

22 Dated: 04/15/2025



23 _____
24 Honorable Benjamin F. Coats
25 Judge of the Superior Court
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