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Attorneys for Plaintiff

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

LETICIA ACEVEDO, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

TURBONETICS HOLDINGS, INC., a
Delaware corporation; TURBONETICS,
INC., an unknown business entity;
WABTEC CORPORATION, an unknown
business entity; MOTIVEPOWER, INC.,
an unknown business entity; NORDCO
RAIL SERVICES, LLC, an unknown
business entity; NORDCO, INC., an
unknown business entity; RICON CORP.,
an unknown business entity;
SHUTTLEWAGON, INC., an unknown
business entity; TRANSPORTATION
SYSTEMS SERVICES OPERATIONS
INC., an unknown business entity;
WABTEC MANUFACTURING
SOLUTION LLC, an unknown business
entity; WABTEC RAILWAY
ELECTRONICS, INC., an unknown
business entity; WABTEC US RAIL, INC.,
an unknown business entity;
WESTINGHOUSE AIR BRAKE
TECHNOLOGIES CORPORATION, an
unknown business entity; XORAIL, INC.,
an unknown business entity; WABTEC
TRANSPORTATION SYSTEMS, LLC, an
unknown business entity; and DOES 1

Case No. 2023CUOE8785

Honorable Charmaine H. Buehner
Department J4

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
RYAN SLINGER IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 8, 2025
Time: 8:20 a.m.
Department: J4

Complaint Filed: May 9, 2023
FAC Filed: August 26, 2025
Trial Date: None Set

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through 100, inclusive,
Defendants

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Leticia Acevedo (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On July 31, 2025, Plaintiff and Defendant Turbonetics Holdings, Inc., MotivePower, Inc., Nordco Rail Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon, Inc., Transportation Systems Services Operations Inc., Wabtec Manufacturing Solution LLC, Wabtec Railway Electronics Inc., Wabtec US Rail, Inc., Westinghouse Air Brake Technologies Corporation, Xorial, Inc., Wabtec Transportation Systems, LLC, Turbonetics, Inc., and Wabtec Corporation (collectively, “Defendants”) (collectively, the “Parties”) entered into the Class Action and PAGA Settlement Agreement, memorializing the formal terms of the resolution of the above-captioned action, subject to Court approval.

3. On August 8, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the Settlement Agreement.

4. On September 2, 2025, the Court issued a Tentative Ruling, raising multiple points of inquiry, which became the Order of the Court on September 2, 2025 (“September 2025 Order”), a true and correct copy of which is attached hereto as “**EXHIBIT 1.**”

5. Based on the Court’s requests, the Parties prepared a revised version of the proposed Notice of Class Action Settlement (“Class Notice”), which is attached hereto as “**EXHIBIT 2.**”. For the Court’s ease of reference, a redline version of the Class Notice, reflecting how the original version was revised to prepare the amended version, is attached hereto as “**EXHIBIT 3.**”.

MOTION NOT DEEMED TIMELY

6. By way of the September 2025 Order, the Court stated that the Motion for Preliminary Approval was not timely filed because it was filed sixteen (16) court days in advance of the September 2, 2025 Hearing, rather than allowing an additional two (2) court days for

1 electronic service for a total of eighteen (18) court days in advance of the hearing. Plaintiff contends
2 that the Motion for Preliminary Approval was unopposed and was timely filed on the sixteen (16)
3 court day deadline and alternatively, now requests the Court deem the Motion for Preliminary
4 Approval timely because the Motion for Preliminary Approval Hearing was continued by the Court
5 to October 8, 2025, which is more than eighteen (18) court days from the August 8, 2025 filing
6 date.

7 **CLARIFICATION OF THE CLASS PERIOD**

8 7. By way of the September 2025 Order, the Court requested Plaintiff to correct
9 inconsistencies regarding the Class Period and PAGA Period in the Motion and supporting
10 documentation.

11 8. As stated in the Settlement Agreement and Motion for Preliminary Approval, the
12 Class Period is May 9, 2019 through July 31, 2024 and the PAGA Period is May 9, 2022 through
13 July 31, 2024. The Court referenced Footnote 1 of the Motion for Preliminary Approval and
14 Paragraph 8 of the Settlement Agreement, which references the relevant time period for the
15 Escalator Clause (i.e., May 9, 2019 through May 15, 2024), not the Class Period or PAGA Period.
16 This relevant time period was relied upon by the Parties at the time of mediation and will be relied
17 upon by the Settlement Administrator to confirm whether or not the Escalator Clause is triggered,
18 and therefore whether or not it will impact either (a) the Total Settlement Amount being increased
19 or (b) the end date for the Class Period and PAGA Period. As such, these dates are not
20 inconsistencies and accurately reflect the Agreement between the Parties.

21 **CLASS NOTICE TRANSLATION AND REVISIONS**

22 9. By way of the September 2025 Order, the Court requested clarification on whether
23 a translation is needed for the Class Notice.

24 10. Based on Plaintiff's Counsel's investigations, Defendants are a global provider of
25 equipment, systems, digital solutions, and value-added services for the locomotive, freight, and
26 transit rail sectors. Furthermore, Defendants require the use of English in the course of business
27 operations in the conduct of its work, and the Class Members are expected to be proficient in reading
28 and understanding English. Therefore, based on Plaintiff's Counsel's investigations, it is both

1 appropriate and sufficient to give Class Members notice of the Settlement by way of the Class
2 Notice in English only.

3 11. The Class Notice will be provided to the Class Members by First-Class United States
4 Postal Service mail as discussed in Paragraph 7.4.2 of the Settlement Agreement.

5 **ATTORNEYS' FEES**

6 12. By way of the September 2025 Order, the Court flagged that it does not find the
7 requested thirty-five percent (35%) Attorney's Fees request to be reasonable on the information
8 provided, and would reduce the contingency fee to no more than thirty-three percent (33%) of the
9 Total Settlement Amount absent justification.

10 13. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
11 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount of \$1,450,000.00,
12 which is currently estimated to be \$507,500.00, subject to approval by the Court. Plaintiff has
13 signed a retainer agreement agreeing to attorneys' fees of at least thirty-five percent (35%). Class
14 Counsel has conducted significant investigations, formal and informal discovery, and extensive
15 settlement negotiations. The allocated maximum amount is for all past and future attorneys' fees
16 necessary to prosecute, settle, and administer the Action and the Settlement. The "future" aspect
17 of these amounts includes, without limitation, all time expended by Class Counsel in implementing
18 the Settlement and securing preliminary and final approval (including any appeals therein). There
19 will be no additional consideration paid by Defendants for such work; although such work may
20 cause Class Counsel's lodestar to increase, Class Counsel will be limited to the maximum
21 Attorneys' Fees provided for under the Settlement, subject to the Court's approval.

22 14. Ultimately, the award of attorneys' fees is made by the court at the final approval
23 hearing, using either lodestar method or the percentage method, or both. *Laffitte v. Robert Half*
24 *Int'l, Inc.* (2016) 1 Cal.5th 48, 486 & 506; *PLCM Group, Inc. v. Drexler* (2002) 221 Cal.4th 1084,
25 1095-96; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-26; *Ketchum*
26 *III v. Moses* (2000) 24 Cal.4th 1122, 1132-36. Therefore, the question of whether Class Counsel is
27 entitled to an attorneys' fee award in an amount up to \$507,500.00 should be addressed when Class
28 Counsel brings an application for attorneys' fees to be decided at the final approval hearing, after

1 Class Members have had an opportunity to receive notice and an opportunity to comment on the
2 Settlement. Additional details, evidence, and briefing, including the tasks performed and hours
3 spent on this matter, to support the requested attorneys' fees will be provided at the time of filing
4 Plaintiff's motion for final approval of the Settlement and application for Attorneys' Fees and Costs
5 at the time of the Final Approval Hearing.

6 **PLAINTIFF'S ENHANCEMENT AWARD**

7 15. By way of the September 2025 Order, the Court stated the Plaintiff's declaration is
8 general and does not provide the necessary information concerning what she did in service to the
9 class, detail her participation in the lawsuit, or provide a time estimate of hours she spent in connect
10 with these efforts. As such, a supplemental Plaintiff's declaration with this information is being
11 filed concurrently herewith.

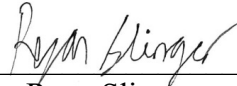
12 **DECLARATION OF SETTLEMENT ADMINISTRATOR**

13 16. By way of the September 2025 Order, the Court requested that Plaintiff provide
14 information regarding the Proposed Settlement Administrator. Plaintiff filed the Declaration of Lisa
15 Mullins on August 8, 2025 that discusses the Settlement Administrator's qualifications and
16 experience, including evidence concerning the procedures in place by the Settlement Administrator
17 to protect the security of class data, and sufficient insurance in the event of a data breach or
18 mishandling of settlement funds. Plaintiff's Counsel respectfully requests the Court to reference
19 the Declaration of Lisa Mullins filed on August 8, 2025 in regards to this inquiry.

20 17. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and it is
21 in the best interest of Plaintiff and the Class. Class Counsel further submits that the Settlement is
22 within an acceptable range of recovery for this type of litigation given the strengths and weaknesses
23 of the case, the inherent costs and risks of further litigation, and the costs and risks associated with
24 class certification, representative adjudication, trial, and/or appeals.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct.

27 Executed on this 1st day of October 2025, at Glendale, California.
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Ryan Slinger

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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
Superior Court of California, County of Ventura, Juvenile Courthouse, Department J4

2023CUOE008785

LETICIA ACEVEDO vs TURBONETICS HOLDINGS INC, et al.

September 2, 2025

8:20 AM

Judge: Honorable Charmaine H Buehner
Judicial Assistant: Jerry Ricardez
CSR: None

APPEARANCES:

Ryan Slinger appearing on behalf of Arby Aiwazian, present for Plaintiff(s) remotely via video.

Ryan McCoy, counsel, present for Defendant(s) remotely via video.

NATURE OF PROCEEDINGS: Motion for Preliminary approval

Court Proceedings were conducted using Zoom video conferencing.

9:28 AM Court convenes in this matter with all parties and/or counsel present as previously indicated.

Counsel have received and read the Court's written tentative ruling.

The Court finds/orders:

The Court's tentative is adopted as the Court's ruling as follows:

Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement

I. Ruling:

The hearing on Plaintiff's motion is continued to allow for proper notice under Code of Civil Procedure section 1005, subdivision (b), and for Plaintiff to provide additional information whether as a supplement to the Motion or in an amended Motion. (Code Civil Proc. § 1005, subd. (b).)

The Motion is continued for 60 days.

II. Relevant Background:

This is a class action and PAGA action alleging various wage and hour violations and related claims against a group of affiliate entities collectively referred to as "Defendants" which include: Turbonetics Holdings, Inc., MotivePower, Inc., Nordco Rail Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon, Inc., Transportation Systems Services Operations Inc., Wabtec Manufacturing Solution LLC, Wabtec Railway Electronics, Inc., Wabtec US Rail, Inc., Westinghouse Air Brake Technologies Corporation, Xorail, Inc., Wabtec Transportation Systems, LLC, Turbonetics, Inc., and Wabtec Corporation. Defendants are a global provider of

equipment, systems, digital solutions, and value-added services for the locomotive, freight, and transit rail sectors.

Plaintiff, Leticia Acevedo, on behalf of herself individually and on others similarly situated, filed a wage and hour complaint on May 9, 2023, and Defendants responded with an answer on July 10, 2023. Since that time, the parties have engaged in discovery, including written and depositions and pre-trial litigation. Plaintiffs' counsel's has submitted a declaration detailing the scope of discovery conducted, along with an assessment of strengths and weaknesses of the case and the anticipated defenses.

Plaintiff provided PAGA Notice to LWDA on December 11, 2023, and again on February 26, 2025.

The Parties engaged in arms-length negotiations. Settlement negotiations began with a full-day mediation session on May 29, 2024. Although the Parties did not reach a resolution during the mediation itself, they continued discussions with the assistance of a Mediator's Proposal. These efforts ultimately led to a settlement agreement, which was finalized in writing on July 31, 2025. Notice of the proposed settlement and a copy of the agreement have been submitted to the LWDA.

Subsequently, on August 4, 2025, the Court granted Plaintiff leave to file a First Amended Class Action Complaint, which added a claim for civil penalties under PAGA.

Plaintiff's motion for preliminary approval class action and PAGA settlement ("Motion"), filed August 8, 2025, seeks the following relief:

- (1) Granting preliminary approval of the proposed class action settlement agreement between Plaintiffs and Defendant;
- (2) Certifying the class for settlement purposes;
- (3) Appointing Plaintiff (Leticia Acevedo) as Class Representative;
- (4) Appointing Plaintiff's counsel (Joanna Ghosh, Yasmin Hosseini, and Ryan Slinger) of Lawyers for Justice, PC as Class Counsel;
- (5) Approving the proposed Court Approved Notice of Class Action Settlement;
- (6) Appointing ILYM Group, Inc. as class action administrator; and
- (7) Scheduling a final approval hearing.

Plaintiff asserts that the proposed settlement is fair, reasonable, and adequate, and was reached after extensive investigation, discovery, and arm's-length negotiations, including mediation. The settlement provides meaningful relief to class members and serves the interests of justice by resolving disputed claims without further litigation. Plaintiff's motion is supported by the notice of motion and motion, the declarations of proposed class counsel, Ryan Slinger, the proposed class representative, Leticia Acevedo. Attached to Mr. Slinger's declaration are three documents: 1) a notice to the LWDA dated December 11, 2023, 2) a notice to the LWDA dated February 26, 2025, and 3) the Class Action and PAGA Settlement Agreement with a proposed notice to the proposed class members.

The material terms of the settlement are as follows:

- Gross (Total) Settlement Amount: \$1,450,000.00;
- Net Settlement Amount: \$700,00.00;
- Class Counsel Fees: \$507,500.00, (not to exceed 35%) and litigation costs/expenses: \$50,000.00 max;
- Administration Costs: \$7,500.00 max;
- PAGA Penalties: Pro rata share of 25% (\$43,750.00) out of \$175,000.00 will be distributed to the Aggrieved Employees and Under PAGA, 75% of the PAGA Penalties (\$131,250.00) must be paid to the LWDA.

- Enhancement Award to Plaintiff: Max of \$10,000.
- Anticipated class members: 322 individuals.

III. Discussion

A. *The Motion Is Not Timely.*

According to the proof of service, the Motion was served on interested parties by electronic service (Defendants) and online submission (LWDA) on August 8, 2025. Code of Civil Procedure, section 1005, subdivision (b) requires that regularly noticed motions be served 16 court days in advance of the hearing with an additional 2 court days allowed for electronic service for a total of 18 days in advance of the hearing. (Code Civ. Proc. §§ 1005, subd. (b), 1010.6, & Cal. R. Ct. 1.1300.) The motion was served with 16 court days' notice, or two days shy of the required notice period.

B. *Clean Up Inconsistencies Regarding the Class and PAGA Periods.*

The proposed Class is defined as all individuals (current and former employees) who worked for Defendants in a non-exempt/hourly position in the State of California at any time during the period from *May 9, 2019, through July 31, 2024* ("Class Period"). These individuals are collectively referred to as "Class Members". The PAGA Period is defined as the period from May 9, 2022 through July 31, 2024, during which alleged violations of the California Labor Code are actionable under the Private Attorneys General Act of 2004 (PAGA), codified at Labor Code §§ 2698–2699.5. (Decl. R. Slinger, ¶ 9, Exh. 3, ¶¶ 1.10 & 1.34.)

The Motion and supporting documentation provide inconsistent time periods for the Class Period and PAGA Period. See e.g., Notice of Motion and Motion, p. 1 fn.1, fn.2, Decl. R. Slinger, ¶ 9, Exh. 3, p. 17, ¶ 8, Proposed Order).

1. *Requested Attorney Fees "Up to 35%"*

Plaintiff's counsel seeks attorney's fees not to exceed 35% of the gross settlement amount—approximately \$507,500.00 based on a total settlement of \$1,450,000.00. The Court does not find the requested fee to be reasonable on the information provided, and would reduce the contingency fee to no more than 33% of the gross settlement. While a full lodestar analysis is appropriately deferred until final approval, the moving papers should provide some information at this stage that would justify the higher fee. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219.)

1. *Plaintiff's Request for an Enhancement Award*

Plaintiff does not justify the requested enhancement award of \$10,000. The declaration submitted by Plaintiff Acevedo is general and does not provide necessary information concerning what she did in service to the class, detail her participation in the lawsuit, or provide a time estimate of hours she spent in connection with these efforts. (*Clark v. American Residential Services* (2010) 186 Cal.App.4th 399, 412.)

1. *Declaration from the Proposed Settlement Administrator*

Counsel did not provide any information concerning the proposed Settlement Administrator. Notwithstanding that the proposed administrator is somewhat familiar to the Court, counsel should provide information concerning the qualifications and experience of the proposed Administrator, including evidence concerning the procedures in place by the Administrator to protect the security of class data, and sufficient insurance in the event of a data breach or mishandling of settlement funds.

1. *Administration & Class Notice*

The Motion should address whether the notice should be provided in any language other than English, or if not, why an English-only notice is sufficient. The Notice does not appear to comply with California Rule of Court 3.766, subdivision (d), which shall indicate the specific amount the class member will receive and how that amount is calculated, separate from the PAGA claims. These amounts appear to be appropriately accounted for under paragraphs 3.2.5 and 3.2.6 of the

Settlement Agreement, and this breakdown should also be reflected in the Notice. The Notice does not sufficiently explain that an aggrieved employee under PAGA may not opt out of the settlement with respect to any PAGA claims. The Motion does not indicate how the class noticed will be provided to class members, nor why that is the chosen method. If the notice will be sent by any other method than by first class mail, the class members should be able to reply/object/respond using that same method or methods.

The Motion for Preliminary approval scheduled for 09/02/2025 is continued to 10/08/25 at 08:20 AM in Department J4.

Notice to be given by Plaintiff.

EXHIBIT 2

[CLASS MEMBER NAME and ADDRESS]

If you worked for Turbonetics Holdings, Inc., MotivePower, Inc., Nordco Rail Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon, Inc., Transportation Systems Services Operations Inc., Wabtec Manufacturing Solution LLC, Wabtec Railway Electronics, Inc., Wabtec US Rail, Inc., Westinghouse Air Brake Technologies Corporation, Xorail, Inc., Wabtec Transportation Systems, LLC, Turbonetics, Inc., and Wabtec Corporation (collectively, “Defendants”) in California as a non-exempt employee between May 9, 2019 and July 31, 2024 (“Class Period”), you may be eligible to receive money from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Ventura County Superior Court has authorized this notice in the matter of *Acevedo v. Turbonetics Holdings, Inc., et al.*, Ventura County Superior Court Case No. 2023CUOE008785 (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Defendants’ records show that you worked for at least one of the Defendants in California as a non-exempt/hourly employee during the Class Period. Your estimated net settlement share is **[INSERT ESTIMATED AWARD]**.
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$1,450,000.00. The Settlement resolves claims against Defendants in the Lawsuit for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California’s sick pay laws, waiting time penalties, and civil penalties under the Private Attorneys’ General Act (“PAGA”).
- Defendants deny all of the allegations in the Lawsuit and expressly and specifically deny violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

Your Legal Rights and Options in this Settlement	
Do Nothing	Stay in the Lawsuit. Receive a share in the Settlement amount.
Ask To Be Excluded	Exclude yourself from the Settlement. You will receive no benefits (except for your share of the PAGA Penalties) from the Settlement. You will not give up your rights to claims alleged in the Lawsuit. If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA Penalties, but

	you will not give up any rights you may have with respect to the claims at issue in this lawsuit.
Object	Write to the Court about why you don't agree with the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

1. Why did I get this notice?

Defendants' records show that you currently work or previously worked for one or more Defendants in California in a non-exempt/hourly position between May 9, 2019 and July 31, 2024 ("Class Period"). Employees who fall within this description are referred to as "Class Members." Class Members who worked for one or more Defendants in California in a non-exempt position between May 9, 2022 and July 31, 2024 (the "PAGA Period") are also "Aggrieved Employees."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement provides.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Ventura, and the Lawsuit is known as *Acevedo v. Turbonetics Holdings, Inc., et al.*, Ventura County Superior Court Case No. 2023CUOE008785.

2. What is the lawsuit about?

The Lawsuit is for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California's sick pay laws, waiting time penalties, and civil penalties under PAGA.

Defendants expressly and specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, they have concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. They have, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

3. Who is the plaintiff in the lawsuit?

Leticia Acevedo is the Plaintiff and Class Representative in the Lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to the Settlement with the assistance of a professional, neutral mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendants did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

5. What does the settlement provide?

Defendants will pay a Total Settlement Amount of \$1,450,000.00 (“Total Settlement Amount”) to cover: (1) Settlement payments to Participating Class Members and Aggrieved Employees; (2) the costs of administering the Settlement; (3) the Enhancement Award to the Class Representative; (4) payment to the California Labor and Workforce Development Agency (“LWDA”); and (5) Class Counsel’s Attorneys’ Fees and Litigation Costs. The Total Settlement Amount will be distributed in accordance with the terms of this Agreement. A description of how to “exclude” yourself is provided below, in Question 12 on page 5.

6. How much will my payment be?

Your share of the Settlement will depend on the number of Class Members who participate (*i.e.*, the number of Class Members who do not “exclude” themselves), how many workweeks you worked for Defendants as a non-exempt employee in California during the Class Period, and how many pay periods you worked for Defendants as a non-exempt employee in California during the PAGA Period. Each Class Member shall receive a pro rata portion of the Settlement subject to a distribution formula, referred to as their “Individual Settlement Payment.” In addition, each Aggrieved Employee shall receive a pro rata portion of the PAGA Penalties subject to a distribution formula, referred to as their “Individual PAGA Payment.”

Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members’ Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members according to Defendants’ business records to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. Non-Participating Class Members will not receive any Individual Settlement Shares.

Individual PAGA Payments will be calculated and apportioned from the 25% share of the PAGA Penalties based on the Aggrieved Employees’ PAGA Pay Periods, as follows: The Administrator will divide the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, *i.e.* \$43,750.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

Defendants’ records show that you worked [NUMBER] of workweeks for Defendants in California as a non-exempt employee during the Class Period and that you worked [NUMBER] of pay periods for Defendants in California as a non-exempt employee during the PAGA Period. **Based on the preceding information, your estimated Individual Settlement Share is [] and your estimated Individual PAGA Payment is [].**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement

Share and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

If you feel that you were not credited with the correct number of workweeks or pay periods that you worked as a non-exempt employee in California for Defendants during the Class Period or PAGA Period, you may submit a writing dispute which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks / PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before [INSERT DATE OF RESPONSE DEADLINE] with documentation to establish the number of workweeks and pay periods you claim to have actually worked during the relevant timeframes. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith with counsel for Defendants how many workweeks and pay periods should be credited to you. The Settlement Administrator will make the final decision as to how many weeks and pay periods are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

25% of Individual Settlement Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Settlement Payments and all Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Participating Class Member and Aggrieved Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Controller's Unclaimed Property Fund, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

7. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator:

[Insert Settlement Administrator address and phone number]

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

9. When would I get my payment?

The Court will hold a hearing on [INSERT FINAL APPROVAL HEARING DATE] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys

for the Class, also known as “Class Counsel,” whose contact information is included in Question 13 for an update at any time.

10. What am I giving up to get a payment and by staying in the Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement. Any Class Member who does not request exclusion may, if they wish, enter an appearance, and may choose to be represented by the Class Member’s own lawyer, at the Class Member’s expense.

If the Settlement is approved and you choose not to exclude yourself from the Settlement, you, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members, or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and legal representatives (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to provide notice of, pay, or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre and post-shift work, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the end of the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 256, 510, 512, 516, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions. Except as set forth below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Upon the Effective Date and full funding of the Total Settlement Amount, you will release, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims under the PAGA premised on the facts and/or allegations in the Operative Complaint and/or PAGA Notices that arose during the PAGA Period. You will release these claims even if you are a Non-Participating Class Member who opts out of the Settlement.

11. Can I get a settlement payment if I still work for Defendants?

Yes. If you are still working for Defendants, you will receive a settlement payment if you do not exclude yourself. The Settlement will not affect your employment and Defendants will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

12. How do I get out of the Settlement?

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Administrator at the specified address, postmarked on or before **[insert response deadline]** and should state something to the effect of:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN ACEVEDO V. TURBONETICS HOLDINGS, INC., ET AL.

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

[Insert Settlement Administrator address]

The Request must be postmarked or faxed on or before **[INSERT RESPONSE DEADLINE].** Any person who files a timely written request to be excluded from the Class Settlement will, upon receipt, no longer be a Class Member, and will **not** receive any money from the Class Settlement. You cannot both exclude yourself and object to the Settlement. Aggrieved Employees cannot opt-out of the PAGA Settlement and will receive their Individual PAGA Payment regardless of whether they opt-out of the Class Settlement.

13. Who is Class Counsel in this case?

Class Counsel's contact information is as follows:

Joanna Ghosh, Esq.

Yasmin Hosseini, Esq.

Ryan Slinger, Esq.

LAWYERS *for* JUSTICE, PC

450 North Brand Blvd., Suite 900

Glendale, California 91203

14. How will Class Counsel be paid?

All attorneys' fees and costs awarded by the Court to Class Counsel will be paid out of the Total Settlement Amount. Class Counsel are asking the Court to award 35% of the Total Settlement Amount (i.e., \$507,500.00) in attorneys' fees, and litigation costs actually incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed \$50,000.00. The Class Representative and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts.

15. What other expenses are taken out of the total settlement amount?

Defendants have agreed to pay \$1,450,000.00 to resolve the claims that were brought in this Lawsuit. Under the terms of the Settlement Agreement preliminarily approved by the Court, settlement administration costs will be paid from the Settlement amount to ILYM Group, Inc. to act as the Settlement Administrator. As the Settlement Administrator, ILYM Group, Inc. is sending this notice to you, and will perform all the administrative duties related to this Settlement. The settlement administration costs are estimated to not exceed \$7,500.00.

Class Counsel will also ask the Court to award Class Representative Leticia Acevedo an Enhancement Award in the amount of \$10,000.00 to compensate her for her service on behalf of the Class Members. The Class Representative will also receive a share of the Settlement as a Class Member.

Lastly, \$175,000.00 of the Settlement is allocated to the Private Attorneys General Act (“PAGA”) claims asserted in the Action (the “PAGA Penalties”). Under PAGA, 75% of the PAGA Penalties must be paid (here, \$131,250.00) to the LWDA. The remaining 25% (here, \$43,750.00) allocated to the PAGA claims will be included in the distribution to Aggrieved Employees who worked for Defendants in a non-exempt position in California during the PAGA Period.

16. How do I tell the court that I do not agree with the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can submit a written objection to the Settlement Administrator that: (a) contains the case name and number of the Action; (b) contains the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contains a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contains copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before [INSERT RESPONSE DEADLINE]. However, even if you do not submit a written objection you may appear at the Final Approval Hearing in-person and present any objection that you wish for the Court to consider. The Final Approval Hearing is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION].

If you wish to submit a written objection please mail it to the Settlement Administrator at:

[Insert Settlement Administrator address]

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you, except that you will receive your share of the PAGA Penalties.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing, which is presently scheduled for [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in [INSERT HEARING LOCATION INFORMATION]. The date and time of the Final Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

20. Are there more details about the Settlement and how do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Settlement Administrator accessible at: www.xxxxxxx.com. The pleadings and other records in this litigation are also available on the Ventura County Superior Court's website, at [\[INSERT LINK\]](#).

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS, OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.

EXHIBIT 3

[CLASS MEMBER NAME and ADDRESS]

If you worked for Turbonetics Holdings, Inc., MotivePower, Inc., Nordco Rail Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon, Inc., Transportation Systems Services Operations Inc., Wabtec Manufacturing Solution LLC, Wabtec Railway Electronics, Inc., Wabtec US Rail, Inc., Westinghouse Air Brake Technologies Corporation, Xorail, Inc., Wabtec Transportation Systems, LLC, Turbonetics, Inc., and Wabtec Corporation (collectively, “Defendants”) in California as a non-exempt employee between May 9, 2019 and July 31, 2024 (“Class Period”), you may be eligible to receive money from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Ventura County Superior Court has authorized this notice in the matter of *Acevedo v. Turbonetics Holdings, Inc., et al.*, Ventura County Superior Court Case No. 2023CUOE008785 (the “Lawsuit”). This is not a solicitation from a lawyer.

- You are receiving this Notice because Defendants’ records show that you worked for at least one of the Defendants in California as a non-exempt/hourly employee during the Class Period. Your estimated net settlement share is **[INSERT ESTIMATED AWARD]**.
- The parties have negotiated a proposed settlement (the “Settlement”) of the Lawsuit in the amount of \$1,450,000.00. The Settlement resolves claims against Defendants in the Lawsuit for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California’s sick pay laws, waiting time penalties, and civil penalties under the Private Attorneys’ General Act (“PAGA”).
- Defendants deny all of the allegations in the Lawsuit and expressly and specifically deny violating any laws.
- Your legal rights may be affected by this Settlement whether you act, or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety. To request to be excluded from, or object to, this Settlement, you must act before **[45 days from date notice is mailed]**.
- The Court still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved.

Your Legal Rights and Options in this Settlement	
Do Nothing	Stay in the Lawsuit. Receive a share in the Settlement amount.
Ask To Be Excluded	Exclude yourself from the Settlement. You will receive no benefits (except for your share of the PAGA Penalties) from the Settlement. You will not give up your rights to claims alleged in the Lawsuit. If you ask in writing to be excluded from the Settlement, you will not share in the settlement amount, except for your share of the PAGA Penalties, but

	you will not give up any rights you may have with respect to the claims at issue in this lawsuit.
Object	Write to the Court about why you don't agree with the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement.

1. Why did I get this notice?

Defendants' records show that you currently work or previously worked for one or more Defendants in California in a non-exempt/hourly position between May 9, 2019 and July 31, 2024 ("Class Period"). Employees who fall within this description are referred to as "Class Members." Class Members who worked for one or more Defendants in California in a non-exempt position between May 9, 2022 and July 31, 2024 (the "PAGA Period") are also "Aggrieved Employees."

The Court directed that you receive this notice because you have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement provides.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the California Superior Court for the County of Ventura, and the Lawsuit is known as *Acevedo v. Turbonetics Holdings, Inc., et al.*, Ventura County Superior Court Case No. 2023CUOE008785.

2. What is the lawsuit about?

The Lawsuit is for unpaid wages, unpaid overtime, failure to pay overtime, sick pay, reporting time pay, and meal and rest period premium pay at the proper rate, failure to provide meal and rest periods, itemized wage statement violations, failure to timely pay wages during employment, failure to pay all wages owed to former employees at the end of their employment, failure to reimburse for necessary business expenses, failure to comply with California's sick pay laws, waiting time penalties, and civil penalties under PAGA.

Defendants expressly and specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit. However, they have concluded that any further defense of the Lawsuit would be protracted and expensive for all Parties. They have, therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Lawsuit.

3. Who is the plaintiff in the lawsuit?

Leticia Acevedo is the Plaintiff and Class Representative in the Lawsuit.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to the Settlement with the assistance of a professional, neutral mediator. That way, they can avoid the cost of a trial, and the people affected will get compensation as part of a compromise between the sides. Defendants did not admit any liability but settled the Lawsuit in order to avoid costly, disruptive, and time-consuming litigation. The Class Representative and her attorneys think the Settlement is best for all Class Members.

5. What does the settlement provide?

Defendants will pay a Total Settlement Amount of \$1,450,000.00 (“Total Settlement Amount”) to cover: (1) Settlement payments to Participating Class Members and Aggrieved Employees; (2) the costs of administering the Settlement; (3) the Enhancement Award to the Class Representative; (4) payment to the California Labor and Workforce Development Agency (“LWDA”); and (5) Class Counsel’s Attorneys’ Fees and Litigation Costs. The Total Settlement Amount will be distributed in accordance with the terms of this Agreement. A description of how to “exclude” yourself is provided below, in Question 12 on page 5.

6. How much will my payment be?

Your share of the Settlement will depend on the number of Class Members who participate (*i.e.*, the number of Class Members who do not “exclude” themselves), how many workweeks you worked for Defendants as a non-exempt employee in California during the Class Period, and how many pay periods you worked for Defendants as a non-exempt employee in California during the PAGA Period. Each Class Member shall receive a pro rata portion of the Settlement subject to a distribution formula, referred to as their “Individual Settlement Payment.” In addition, each Aggrieved Employee shall receive a pro rata portion of the PAGA Penalties subject to a distribution formula, referred to as their “Individual PAGA Payment.”

Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members’ Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members according to Defendants’ business records to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share. Non-Participating Class Members will not receive any Individual Settlement Shares.

Individual PAGA Payments will be calculated and apportioned from the 25% share of the PAGA Penalties based on the Aggrieved Employees’ PAGA Pay Periods, as follows: The Administrator will divide the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e. \$43,750.00, by the PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period resulting in the PAGA Pay Period Value and then multiplying the PAGA Pay Period Value by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.

Defendants’ records show that you worked [NUMBER] of workweeks for Defendants in California as a non-exempt employee during the Class Period and that you worked [NUMBER] of pay periods for Defendants in California as a non-exempt employee during the PAGA Period. **Based on the preceding information, your estimated Individual Settlement Share payment is [] and your estimated Individual PAGA Payment is [].**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement

Share and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

If you feel that you were not credited with the correct number of workweeks or pay periods that you worked as a non-exempt employee in California for Defendants during the Class Period or PAGA Period, you may submit a writing dispute which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks / PAGA Pay Periods credited to them and what they contend is the correct number to be credited to them; (d) attach any documentation that they have to support the dispute; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before **[INSERT DATE OF RESPONSE DEADLINE]** with documentation to establish the number of workweeks and pay periods you claim to have actually worked during the relevant timeframes. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith with counsel for Defendants how many workweeks and pay periods should be credited to you. The Settlement Administrator will make the final decision as to how many weeks and pay periods are credited, and report the outcome to you. If you are unsatisfied with the decision, you may submit an Objection, as discussed below, or you may opt out of the Settlement.

25% of Individual Settlement Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Settlement Payments and all Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Participating Class Member and Aggrieved Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Controller's Unclaimed Property Fund, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

7. How can I get a payment?

You do not need to do anything to get your payment. If you are a Class Member (as defined above in Question #1), and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

8. What if my address changes?

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator:

[Insert Settlement Administrator address and phone number]

It is important that you advise the Settlement Administrator of any address changes so that future notices and/or the settlement payment can reach you.

9. When would I get my payment?

The Court will hold a hearing on **[INSERT FINAL APPROVAL HEARING DATE]** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can contact the attorneys

for the Class, also known as “Class Counsel,” whose contact information is included in Question 13 for an update at any time.

10. What am I giving up to get a payment and by staying in the Class?

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court. The Judgment following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement. Any Class Member who does not request exclusion may, if they wish, enter an appearance, and may choose to be represented by the Class Member’s own lawyer, at the Class Member’s expense.

If the Settlement is approved and you choose not to exclude yourself from the Settlement, you, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members, or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns and legal representatives (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to provide notice of, pay, or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, donning and doffing, pre and post-shift work, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the end of the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 256, 510, 512, 516, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions. Except as set forth below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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Yes. If you are still working for Defendants, you will receive a settlement payment if you do not exclude yourself. The Settlement will not affect your employment and Defendants will not retaliate against you in any manner for participating in the Settlement or choosing not to participate in the Settlement.

12. How do I get out of the Settlement?

If you **do not** want to take part in the Settlement, you can exclude yourself. To exclude yourself from the Settlement, you must send a letter, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Administrator at the specified address, postmarked on or before [insert response deadline] and should state something to the effect of:

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN ACEVEDO V. TURBONETICS HOLDINGS, INC., ET AL.

Send the Request for Exclusion directly to the Settlement Administrator at the following address:

[Insert Settlement Administrator address]

The Request must be postmarked or faxed on or before [INSERT RESPONSE DEADLINE]. Any person who files a timely written request to be excluded from the Class Settlement will, upon receipt, no longer be a Class Member, and will not receive any money from the Class Settlement, except for their share of the PAGA Penalties, if applicable, because a Class Member who opts out is opting out of class relief only. Aggrieved Employees cannot opt out of the PAGA Settlement and will receive their Individual PAGA Payment regardless of whether they opt out of the Class Settlement and is still an "aggrieved employee" under PAGA, and cannot object to the Settlement. You cannot both exclude yourself and object to the Settlement. Aggrieved Employees cannot opt-out of the PAGA Settlement and will receive their Individual PAGA Payment regardless of whether they opt-out of the Class Settlement.

13. Who is Class Counsel in this case?

Class Counsel's contact information is as follows:

Joanna Ghosh, Esq.

Yasmin Hosseini, Esq.

Ryan Slinger, Esq.

LAWYERS for JUSTICE, PC

450 North Brand Blvd., Suite 900

Glendale, California 91203

14. How will Class Counsel be paid?

All attorneys' fees and costs awarded by the Court to Class Counsel will be paid out of the Total Settlement Amount. Class Counsel are asking the Court to award 35% of the Total Settlement Amount (i.e., \$507,500.00) in attorneys' fees, and litigation costs actually incurred in representing the interests of the Class, supported by adequate documentation, in an amount not to exceed \$50,000.00. The Class Representative and Class Counsel support this amount because of the substantial benefits obtained by Class Counsel for Class Members. The Court may award less than these amounts.

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ILYM Group, Inc. is sending this notice to you, and will perform all the administrative duties related to this Settlement. The settlement administration costs are estimated to not exceed \$7,500.00.

Class Counsel will also ask the Court to award Class Representative Leticia Acevedo an Enhancement Award in the amount of \$10,000.00 to compensate her for her service on behalf of the Class Members. The Class Representative will also receive a share of the Settlement as a Class Member.

Lastly, \$175,000.00 of the Settlement is allocated to the Private Attorneys General Act (“PAGA”) claims asserted in the Action (the “PAGA Penalties”). Under PAGA, 75% of the PAGA Penalties must be paid (here, \$131,250.00) to the LWDA. The remaining 25% (here, \$43,750.00) allocated to the PAGA claims will be included in the distribution to Aggrieved Employees who worked for Defendants in a non-exempt position in California during the PAGA Period.

16. How do I tell the court that I do not agree with the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You can submit a written objection to the Settlement Administrator that: (a) contains the case name and number of the Action; (b) contains the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contains a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contains copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Administrator at the specified address, postmarked on or before **[INSERT RESPONSE DEADLINE]**. However, even if you do not submit a written objection you may appear at the Final Approval Hearing in-person and present any objection that you wish for the Court to consider. The Final Approval Hearing is presently scheduled for **[INSERT FINAL APPROVAL HEARING DATE]** at **[INSERT TIME]** in **[INSERT HEARING LOCATION INFORMATION]**.

If you wish to submit a written objection please mail it to the Settlement Administrator at:

[Insert Settlement Administrator address]

Written objections should **not** be filed with and/or mailed/served on Class Counsel.

17. What’s the difference between objecting and excluding?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you, except that you will receive your share of the PAGA Penalties.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing, which is presently scheduled for **[INSERT FINAL APPROVAL HEARING DATE]** at **[INSERT TIME]** in **[INSERT HEARING LOCATION INFORMATION]**. The date and time of the Final Approval Hearing is subject to change. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much money to pay to Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay your own lawyer to attend, but this is not required.

20. Are there more details about the Settlement and how do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Settlement Administrator accessible at: www.xxxxxxx.com. The pleadings and other records in this litigation are also available on the Ventura County Superior Court's website, at [\[INSERT LINK\]](#).

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, DEFENDANTS, OR DEFENSE COUNSEL FOR INFORMATION REGARDING THIS PROPOSED SETTLEMENT.