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**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  
through 100, inclusive,

Case No.: 2023CUOE008785

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES AND  
ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §2698, ET  
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

Defendants.

(10) Violation of California Labor Code §§ 245, *et seq.* (Failure to Provide Paid Sick Leave)  
(11) Violation of California Business & Professions Code §§ 17200, *et seq.*  
(12) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004)

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff LETICIA ACEVEDO (“Plaintiff”), 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 (“PAGA”) and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of

California, County of Ventura. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Ventura.

**PARTIES**

5. Plaintiff LETICIA ACEVEDO is an individual residing in the State of California.

6. Defendant TURBONETICS HOLDINGS, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Ventura.

7. Defendant TURBONETICS, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Ventura.

8. Defendant WABTEC CORPORATION, at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Ventura.

9. Defendant MOTIVEPOWER, INC., at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Ventura.

10. Defendant NORDCO RAIL SERVICES, LLC, at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Ventura.

11. Defendant NORDCO, INC., at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Ventura.

12. Defendant RICON CORP., at all times herein mentioned, was and is, upon information and belief an employer whose employees are engaged throughout the State of California, including the County of Ventura.

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1           13. Defendant SHUTTLEWAGON, INC., at all times herein mentioned, was and is,  
2 upon information and belief an employer whose employees are engaged throughout the State of  
3 California, including the County of Ventura.

4           14. Defendant TRANSPORTATION SYSTEMS SERVICES OPERATIONS INC.,  
5 at all times herein mentioned, was and is, upon information and belief an employer whose  
6 employees are engaged throughout the State of California, including the County of Ventura.

7           15. Defendant WABTEC MANUFACTURING SOLUTION LLC, at all times herein  
8 mentioned, was and is, upon information and belief an employer whose employees are engaged  
9 throughout the State of California, including the County of Ventura.

10           16. Defendant WABTEC RAILWAY ELECTRONICS, INC., at all times herein  
11 mentioned, was and is, upon information and belief an employer whose employees are engaged  
12 throughout the State of California, including the County of Ventura.

13           17. Defendant WABTEC US RAIL, INC., at all times herein mentioned, was and is,  
14 upon information and belief an employer whose employees are engaged throughout the State of  
15 California, including the County of Ventura.

16           18. Defendant WESTINGHOUSE AIR BRAKE TECHNOLOGIES  
17 CORPORATION, at all times herein mentioned, was and is, upon information and belief an  
18 employer whose employees are engaged throughout the State of California, including the County  
19 of Ventura.

20           19. Defendant XORAIL, INC., at all times herein mentioned, was and is, upon  
21 information and belief an employer whose employees are engaged throughout the State of  
22 California, including the County of Ventura.

23           20. Defendant WABTEC TRANSPORTATION SYSTEMS, LLC, at all times herein  
24 mentioned, was and is, upon information and belief an employer whose employees are engaged  
25 throughout the State of California, including the County of Ventura.

26           21. At all relevant times, Defendants TURBONETICS HOLDINGS, INC.,  
27 TURBONETICS, INC., MOTIVEPOWER, INC., NORDCO RAIL SERVICES, LLC,  
28 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, and WABTEC CORPORATION were the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

22. At all times herein relevant, Defendants TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

23. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

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24. Defendant TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

25. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

**CLASS ACTION ALLEGATIONS**

26. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

27. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

**Subclass A:** All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay in the calculation of the regular rate of pay for overtime purposes.

28. Plaintiff reserves the right to establish additional subclasses as appropriate.

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29. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect

retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

30. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;



- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants had a policy and practice of failing to provide paid sick leave to Plaintiff and the other class members in violation of Labor Code sections 245 through 249;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

#### **PAGA ALLEGATIONS**

31. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

32. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

33. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one the alleged violations were committed.

34. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved

1 employee. Plaintiff and the other employees are “aggrieved employees” as defined by  
2 California Labor Code section 2699(c) in that they are all current or former employees of  
3 Defendants, and the alleged violations were committed against them.

4 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
5 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the  
6 following requirements have been met:

7 a. The aggrieved employee shall give written notice by online submission  
8 (hereinafter “Employee’s Notice”) to the Labor & Workforce  
9 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail  
10 to the employer of the specific provisions of the California Labor Code  
11 alleged to have been violated, including the facts and theories to support  
12 the alleged violations.

13 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the  
14 employer and the aggrieved employee by certified mail that it does not  
15 intend to investigate the alleged violation within sixty (60) calendar days  
16 of the postmark date of the Employee’s Notice. Upon receipt of the  
17 LWDA Notice, or if the LWDA Notice is not provided within sixty-five  
18 (65) calendar days of the postmark date of the Employee’s Notice, the  
19 aggrieved employee may commence a civil action pursuant to California  
20 Labor Code section 2699 to recover civil penalties in addition to any  
21 other penalties to which the employee may be entitled.

22 36. On December 11, 2023, Plaintiffs provided written notices by online submission  
23 to the LWDA and by U.S. Certified Mail to Defendants TURBONETICS HOLDINGS, INC.,  
24 TURBONETICS, INC., and WABTEC CORPORATION of the specific provisions of the  
25 California Labor Code alleged to have been violated, including the facts and theories to  
26 support the alleged violations. Plaintiffs have not received an LWDA Notice within sixty-five  
27 (65) calendar days of the date of Plaintiffs’ notice.

28 37. On February 26, 2025, Plaintiffs provided an additional written correspondence

by online submission to the LWDA and by U.S. Certified Mail to Defendants TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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., and WABTEC TRANSPORTATION SYSTEMS, LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

38. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California 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, 1199, 2800, and 2802.

### **GENERAL ALLEGATIONS**

39. At all relevant times set forth herein, Defendants employed Plaintiff and other class members and aggrieved employees as hourly-paid or non-exempt employees within the State of California, including the County of Ventura.

40. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately August 2005 to approximately March 2006, and from approximately January 2007 to approximately September 2021, in the State of California, County of Ventura.

41. Defendants hired Plaintiff and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

42. Defendants had the authority to hire and terminate Plaintiff and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiff's and the other class members' and aggrieved employees' employment, and to supervise their daily

1 employment activities.

2 43. Defendants exercised sufficient authority over the terms and conditions of  
3 Plaintiff's and the other class members' and aggrieved employees' employment for them to be  
4 joint employers of Plaintiff and the other class members and aggrieved employees.

5 44. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
6 class members and aggrieved employees.

7 45. Defendants continue to employ hourly-paid or non-exempt employees within the  
8 State of California.

9 46. Plaintiff and the other class members and aggrieved employees worked over  
10 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with  
11 Defendants.

12 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
14 employees within the State of California. This pattern and practice involved, *inter alia*, failing  
15 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest  
16 breaks in violation of California law.

17 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and the other class members and aggrieved  
19 employees were entitled to receive certain wages for overtime compensation and that they  
20 were not receiving accurate overtime compensation for all overtime hours worked.

21 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
22 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-  
23 discretionary performance pay to calculate the regular rate of pay used to calculate the  
24 overtime rate for the payment of overtime wages where Plaintiff and the other class members  
25 and aggrieved employees earned shift differential pay/commissions/non-discretionary  
26 bonuses/non-discretionary performance pay and overtime wages in the same workweek.

27 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 failed to provide Plaintiff and the other class members and aggrieved employees all required

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2 rest and meal periods during the relevant time period as required under the Industrial Welfare  
3 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

4 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 knew or should have known that Plaintiff and the other class members and aggrieved  
6 employees were entitled to receive all meal periods or payment of one additional hour of pay at  
7 Plaintiff's and the other class members' and aggrieved employees' regular rate of pay when a  
8 meal period was missed, and they did not receive all meal periods or payment of one additional  
9 hour of pay at Plaintiff's and the other class members' and aggrieved employees' regular rate  
10 of pay when a meal period was missed.

11 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 knew or should have known that Plaintiff and the other class members and aggrieved  
13 employees were entitled to receive all rest periods or payment of one additional hour of pay at  
14 Plaintiff's and the other class members' regular rate of pay when a rest period was missed, and  
15 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and  
16 the other class members' regular rate of pay when a rest period was missed.

17 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and the other class members and aggrieved  
19 employees were entitled to receive at least minimum wages for compensation and that they  
20 were not receiving at least minimum wages for all hours worked.

21 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
22 knew or should have known that Plaintiff and the other class members and aggrieved  
23 employees were entitled to receive all wages owed to them upon discharge or resignation,  
24 including overtime and minimum wages and meal and rest period premiums, and they did not,  
25 in fact, receive all such wages owed to them at the time of their discharge or resignation.

26 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
27 knew or should have known that Plaintiff and the other class members and aggrieved  
28 employees were entitled to receive all wages owed to them during their employment. Plaintiff

1 and the other class members and aggrieved employees did not receive payment of all wages,  
2 including overtime and minimum wages and meal and rest period premiums, within any time  
3 permissible under California Labor Code section 204.

4 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 knew or should have known that Plaintiff and the other class members and aggrieved  
6 employees were entitled to receive complete and accurate wage statements in accordance with  
7 California law, but, in fact, they did not receive complete and accurate wage statements from  
8 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of  
9 hours worked by Plaintiff and the other class members and aggrieved employees.

10 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Defendants had to keep complete and accurate payroll records  
12 for Plaintiff and the other class members and aggrieved employees in accordance with  
13 California law, but, in fact, did not keep complete and accurate payroll records.

14 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that Plaintiff and the other class members and aggrieved  
16 employees were entitled to reimbursement for necessary business-related expenses.

17 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and other class members and aggrieved employees  
19 were entitled paid sick leave and COVID supplemental sick leave.

20 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 knew or should have known that Plaintiff and other class members and aggrieved employees  
22 were entitled to the accrual of sick pay in conformity with California law.

23 61. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
24 knew or should have known that Plaintiff and the other class members and aggrieved  
25 employees were entitled to sick pay at the Plaintiff's and class members' and aggrieved  
26 employees' correct regular rate of pay, as opposed to the base hourly rate of pay.

27 62. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance

1 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the  
2 regular rate of pay used to calculate the sick pay for each day in which Plaintiffs and the other  
3 class members and aggrieved employees were entitled to sick pay.

4 63. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 knew or should have known that they had a duty to compensate Plaintiff and the other class  
6 members and aggrieved employees pursuant to California law, and that Defendants had the  
7 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to  
8 do so, and falsely represented to Plaintiff and the other class members and aggrieved  
9 employees that they were properly denied wages, all in order to increase Defendants' profits.

10 64. During the relevant time period, Defendants failed to pay overtime wages to  
11 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.  
12 Plaintiff and the other class members and aggrieved employees were required to work more  
13 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation  
14 for all overtime hours worked.

15 65. During the relevant time period, Defendants failed to use the shift differential  
16 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate  
17 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages  
18 where Plaintiff and the other class members and aggrieved employees earned shift differential  
19 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime  
20 wages in the same workweek.

21 66. During the relevant time period, Defendants failed to provide all requisite  
22 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved  
23 employees.

24 67. During the relevant time period, Defendants failed to pay Plaintiff and the other  
25 class members and aggrieved employees at least minimum wages for all hours worked.

26 68. During the relevant time period, Defendants failed to pay Plaintiff and the other  
27 class members and aggrieved employees all wages owed to them upon discharge or  
28 resignation.

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2 69. During the relevant time period, Defendants failed to pay Plaintiff and the other  
3 class members and aggrieved employees all wages within any time permissible under  
4 California law, including, *inter alia*, California Labor Code section 204.

5 70. During the relevant time period, Defendants failed to provide complete or  
6 accurate wage statements to Plaintiff and the other class members and aggrieved employees.

7 71. During the relevant time period, Defendants failed to keep complete or accurate  
8 payroll records for Plaintiff and the other class members and aggrieved employees.

9 72. During the relevant time period, Defendants failed to reimburse Plaintiff and the  
10 other class members and aggrieved employees for all necessary business-related expenses and  
11 costs.

12 73. During the relevant time period, Defendants failed to provide Plaintiff and other  
13 class members and aggrieved employees with paid sick leave as required by California Labor  
14 Code sections 245 through 249.

15 74. During the relevant time period, Defendants failed to accurately credit/accrue  
16 sick time pay to Plaintiff and the other class members and aggrieved employees.

17 75. During the relevant time period, Defendants failed to pay sick time pay to  
18 Plaintiff and the other class members and aggrieved employees at the correct regular rate of  
19 pay.

20 76. During the relevant time period, Defendants failed to properly compensate  
21 Plaintiff and the other class members and aggrieved employees pursuant to California law in  
22 order to increase Defendants' profits.

23 77. During the relevant time period, Defendants improperly Rounded Plaintiff and  
24 the other class members and aggrieved employees time worked.

25 78. During the relevant time period, Defendants failed to properly compensate  
26 Plaintiff and the other class members and aggrieved employees for time spent donning and  
27 doffing their uniforms.

28 79. During the relevant time period, Defendants failed to properly compensate



Plaintiff and the other class members and aggrieved employees for Pre and Post Shift Work.

80. During the relevant time period, Defendants failed to pay Plaintiff and the other class members and aggrieved employees reporting time pay at the regular rate.

81. During the relevant time period, Defendants failed to properly provide Plaintiff and the other class members and aggrieved employees with relief for meal and rest breaks.

82. During the relevant time period, Defendants failed to properly provide Plaintiff and the other class members and aggrieved employees notice of sick pay.

83. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

### **FIRST CAUSE OF ACTION**

#### **(Violation of California Labor Code §§ 510 and 1198)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

84. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

85. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

86. Specifically, the applicable IWC Wage Order provides that Defendants are and

1 were required to pay Plaintiff and the other class members employed by Defendants, and  
2 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the  
3 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
4 than forty (40) hours in a workweek.

5 87. The applicable IWC Wage Order further provides that Defendants are and were  
6 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
7 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

8 88. California Labor Code section 510 codifies the right to overtime compensation  
9 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
10 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
11 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
12 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
13 of work.

14 89. During the relevant time period, Plaintiff and the other class members worked in  
15 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

16 90. During the relevant time period, Defendants intentionally and willfully failed to  
17 pay overtime wages owed to Plaintiff and the other class members.

18 91. Defendants' failure to pay Plaintiff and the other class members the unpaid  
19 balance of overtime compensation, as required by California laws, violates the provisions of  
20 California Labor Code sections 510 and 1198, and is therefore unlawful.

21 92. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
22 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
23 attorneys' fees.

24 **SECOND CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 226.7 and 512(a))**

26 **(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC**  
27 **CORPORATION, MOTIVEPOWER, INC., NORDCO RAIL SERVICES, LLC,**  
28 **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, and DOES 1 through 100)**

93. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

94. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

95. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

96. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

97. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

98. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive

1 their legally-mandated meal periods by mutual consent, were required to work for periods  
2 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
3 minutes and/or rest period.

4 99. During the relevant time period, Plaintiff and the other class members who were  
5 scheduled to work for a period of time in excess of six (6) hours were required to work for  
6 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
7 (30) minutes and/or rest period.

8 100. During the relevant time period, Defendants intentionally and willfully required  
9 Plaintiff and the other class members to work during meal periods and failed to compensate  
10 ///

11 Plaintiff and the other class members the full meal period premium for work performed during  
12 meal periods.

13 101. During the relevant time period, Defendants failed to pay Plaintiff and the other  
14 class members the full meal period premium due pursuant to California Labor Code section  
15 226.7.

16 102. Defendants' conduct violates applicable IWC Wage Order and California Labor  
17 Code sections 226.7 and 512(a).

18 103. Pursuant to applicable IWC Wage Order and California Labor Code section  
19 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one  
20 additional hour of pay at the employee's regular rate of compensation for each work day that  
21 the meal or rest period is not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 **(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC.,**  
25 **WABTEC CORPORATION, MOTIVEPOWER, INC., NORDCO RAIL SERVICES,**  
26 **LLC, NORDCO, INC., RICON CORP., SHUTTLEWAGON, INC.,**  
27 **TRANSPORTATION SYSTEMS SERVICES OPERATIONS INC., WABTEC**  
28 **MANUFACTURING SOLUTION LLC, WABTEC RAILWAY ELECTRONICS, INC.,**

**WABTEC US RAIL, INC., WESTINGHOUSE AIR BRAKE TECHNOLOGIES  
CORPORATION, XORAIL, INC., WABTEC TRANSPORTATION SYSTEMS, LLC,  
and DOES 1 through 100)**

104. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

105. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

///

106. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

107. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

108. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

109. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

110. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

111. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

112. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

113. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 106, and each and every part thereof with the same force and effect as though fully set forth herein.

114. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

115. During the relevant time period, Defendants failed to pay minimum wages, reporting time pay, and sick pay to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1 and the applicable wage order.

116. Defendants' failure to pay Plaintiff and the other class members the minimum wage and all wages due as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their unpaid wage compensation as well as interest, costs, and attorneys'

1 fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
2 thereon.

3 117. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class  
4 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
5 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee  
6 minimum wages.

7 118. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
8 members are entitled to recover liquidated damages in an amount equal to the wages  
9 unlawfully unpaid and interest thereon.

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 201 and 202)**

12 **(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC**  
13 **CORPORATION, MOTIVEPOWER, INC., NORDCO RAIL SERVICES, LLC,**  
14 **NORDCO, INC., RICON CORP., SHUTTLEWAGON, INC., TRANSPORTATION**  
15 **SYSTEMS SERVICES OPERATIONS INC., WABTEC MANUFACTURING**  
16 **SOLUTION LLC, WABTEC RAILWAY ELECTRONICS, INC., WABTEC US RAIL,**  
17 **INC., WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORATION, XORAIL,**  
18 **INC., WABTEC TRANSPORTATION SYSTEMS, LLC, and DOES 1 through 100)**

19 119. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
20 through 112, and each and every part thereof with the same force and effect as though fully set  
21 forth herein.

22 120. At all relevant times herein set forth, California Labor Code sections 201 and  
23 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
24 time of discharge are due and payable immediately, and if an employee quits his or her  
25 employment, his or her wages shall become due and payable not later than seventy-two (72)  
26 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
27 intention to quit, in which case the employee is entitled to his or her wages at the time of  
28 quitting.

121. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

122. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

123. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

124. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

#### **SIXTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 204)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 118, and each and every part thereof with the same force and effect as though fully set forth herein.

126. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of



any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

127. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

128. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

129. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

130. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

### **SEVENTH CAUSE OF ACTION**

#### **(Violation of California Labor Code § 226(a))**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

131. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

132. At all material times set forth herein, California Labor Code section 226(a)

1 provides that every employer shall furnish each of his or her employees an accurate itemized  
2 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
3 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
4 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
5 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
6 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
7 his or her social security number, (8) the name and address of the legal entity that is the  
8 employer, and (9) all applicable hourly rates in effect during the pay period and the  
9 corresponding number of hours worked at each hourly rate by the employee. The deductions  
10 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
11 showing the month, day, and year, and a copy of the statement or a record of the deductions  
12 shall be kept on file by the employer for at least three years at the place of employment or at a  
13 central location within the State of California.

14 133. Defendants have intentionally and willfully failed to provide Plaintiff and the  
15 other class members with complete and accurate wage statements. The deficiencies include,  
16 but are not limited to: the failure to include the total number of hours worked by Plaintiff and  
17 the other class members.

18 134. As a result of Defendants' violation of California Labor Code section 226(a),  
19 Plaintiff and the other class members have suffered injury and damage to their statutorily-  
20 protected rights.

21 135. More specifically, Plaintiff and the other class members have been injured by  
22 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
23 they were denied both their legal right to receive, and their protected interest in receiving,  
24 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

25 136. Plaintiff and the other class members are entitled to recover from Defendants the  
26 greater of their actual damages caused by Defendants' failure to comply with California Labor  
27 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
28 employee.

137. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

**EIGHTH CAUSE OF ACTION**

**(Violation of California Labor Code § 1174(d))**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

138. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 131, and each and every part thereof with the same force and effect as though fully set forth herein.

139. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

140. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

141. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

142. More specifically, Plaintiff and the other class members have been injured by

Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

**NINTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 2800 and 2802)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

143. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 136, and each and every part thereof with the same force and effect as though fully set forth herein.

144. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

145. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

146. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

147. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

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**TENTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 245 through 249)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC., WABTEC CORPORATION, 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, and DOES 1 through 100)**

148. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 141, and each and every part thereof with the same force and effect as though fully set forth herein.

149. Pursuant to California Labor Code sections 245 and 246, an employer must provide its employees with paid sick leave if the employee works in California for the same employer for 30 or more days within a year from the commencement of employment.

150. Labor Code section 246(b) provides that “[a]n employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section” and employees classified as “exempt” are “deemed to work forty (40) hours per workweek for the purposes of this section, unless the employee’s normal workweek is less than forty (40) hours, in which case the employee shall accrue paid sick leave based on that normal workweek[.]”

151. Labor Code section 246(b) provides: “[a]n employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period” or “[a]n employer may satisfy the accrual requirements of this section by providing not less than 24 hours or three days of paid sick leave that is available to the employee to use by the

1 completion of the employee's 120th calendar day of employment."

2       152. Labor Code section 246(l) provides that the employer shall calculate and pay paid  
3 sick leave by using one of the following calculations: "[p]aid sick time for nonexempt employees  
4 shall be calculated in the same manner as the regular rate of pay for the workweek in which the  
5 employee uses paid sick time, whether or not the employee actually works overtime in that  
6 workweek[.]" "[p]aid sick time for nonexempt employees shall be calculated by dividing the  
7 employee's total wages, not including overtime premium pay, by the employee's total hours  
8 worked in the full pay periods of the prior 90 days of employment[.]" or "[p]aid sick time for  
9 exempt employees shall be calculated in the same manner as the employer calculates wages for  
10 other forms of paid leave time."

11       153. Pursuant to California Labor Code sections 248.6, an employer must provide  
12 workers with COVID-19 supplemental paid sick leave. Labor Code § 248.6(b)(3)(A) requires  
13 "COVID-19 supplemental paid sick leave" to be "calculated in the same manner as the regular  
14 rate of pay for the workweek in which the employee uses paid sick time, whether or not the  
15 employee actually works overtime in that workweek" or "by dividing the employee's total  
16 wages, not including overtime premium pay, by the employee's total hours worked in the full  
17 pay periods of the prior 90 days of employment."

18       154. Defendants failed to use the earned commissions/non-discretionary bonuses/non-  
19 discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive  
20 pay to calculate the regular rate of pay used to calculate the sick time pay for each day in which  
21 Plaintiff and the other class members were entitled to sick time pay.

22       155. Defendants failed to accurately record time worked and thus accurately  
23 credit/accrue sick time pay, failed to timely pay sick time pay, and/or failed to correctly calculate  
24 and pay sick time pay, to Plaintiff and other class members and aggrieved employees, in  
25 violation of Labor Code sections 227.3 and 245 *et seq.*, resulting in underpayment of wages in  
26 violation of Labor Code sections 201, 202, and 203.

27       156. Defendants also failed to provide Plaintiff and the other class members with  
28 notice of the sick leave available to them.

157. Defendants also failed to provide Plaintiff and the other class members with all paid COVID supplemental sick leave that was owed to them.

158. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code sections 245 through 249.

**ELEVENTH CAUSE OF ACTION**

**(Violation of California Business & Professions Code §§ 17200, et seq.)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC.,**

**WABTEC CORPORATION, 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,**

**and DOES 1 through 100)**

159. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 151, and each and every part thereof with the same force and effect as though fully set forth herein.

160. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

161. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

162. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work overtime without paying them proper compensation violate California Labor Code

sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 245, et seq., 1174(d), 2800 and 2802.

163. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

164. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

165. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

#### **TWELFTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2698, et seq.)**

**(Against TURBONETICS HOLDINGS, INC., TURBONETICS, INC.,**

**WABTEC CORPORATION, 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, and DOES 1 through 100)**

166. Plaintiff incorporates by reference the allegations contained in paragraphs 1



1 through 158, and each and every part thereof with the same force and effect as though fully set  
2 forth herein.

3 167. PAGA expressly establishes that any provision of the California Labor Code  
4 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
5 departments, divisions, commissions, boards, agencies or employees for a violation of the  
6 California Labor Code, may be recovered through a civil action brought by an aggrieved  
7 employee on behalf of himself or herself, and other current or former employees.

8 168. Whenever the LWDA, or any of its departments, divisions, commissions, boards,  
9 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is  
10 authorized to exercise the same discretion, subject to the same limitations and conditions, to  
11 assess a civil penalty.

12 169. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved  
13 employees” as defined by California Labor Code section 2699(c) in that they are all current or  
14 former employees of Defendants, and one or more of the alleged violations was committed  
15 against them.

16 **Failure to Pay Overtime**

17 170. Defendants’ failure to pay legally required overtime wages to Plaintiff and the  
18 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of  
19 California Labor Code sections 510 and 1198.

20 **Failure to Provide Meal Periods**

21 171. Defendants’ failure to provide legally required meal periods to Plaintiff and the  
22 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of  
23 California Labor Code sections 226.7 and 512(a).

24 **Failure to Provide Rest Periods**

25 172. Defendants’ failure to provide legally required rest periods to Plaintiff and the  
26 other aggrieved employees is in violation of the Wage Orders and constitutes a violation of  
27 California Labor Code section 226.7.

28 ///

**Failure to Pay Wages (Including, Inter Alia, Minimum Wages)**

173. Defendants' failure to pay wages (including regular, minimum, overtime, and premium wages) and all compensation due (e.g., by failing to pay for all hours worked, split-shift premiums, or sick pay) to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197, 1197.1, and 1198.

**Failure to Provide Paid Sick Leave**

174. Defendants' failure to accurately credit/accrue their sick time pay, and to provide Plaintiff and other aggrieved employees with paid sick leave and/or notice of the paid sick leave available to them is in violation of Labor Code sections 245 through 249.

**Failure to Provide a Day of Rest**

175. Defendants' failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes is in violation of California Labor Code sections 551 and 552.

**Failure to Provide Notice to Employees**

176. Defendants' failure to provide notice containing requisite information in violation of California Labor Code section 2810.5, as alleged above, is in violation of California Labor Code section 2810.5.

**Failure to Pay Reporting Time Pay**

177. Defendants' failure to pay reporting time pay in violation of the IWC Wage Orders and California Labor Code section 1198, as alleged above, is in violation of IWC Wage Orders and California Labor Code section 1198.

**Failure to Timely Pay Wages Upon Termination**

178. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

**Failure to Timely Pay Wages During Employment**

179. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved

employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

**Failure to Provide Complete and Accurate Wage Statements**

180. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

**Failure to Keep Complete and Accurate Payroll Records**

181. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

**Failure to Reimburse Necessary Business-Related Expenses and Costs**

182. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

183. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699(f) in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period or two hundred dollars (\$200) for each aggrieved employee per pay period for each violation where there has been a prior finding or determination that Defendants' policies or practices were unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for

each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes, including Labor Code section 226.3.

184. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: 65% to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and 35% to the aggrieved employees.

185. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

### **DEMAND FOR JURY TRIAL**

Plaintiff, 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, requests a trial by jury.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, 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, prays for relief and judgment against Defendants, jointly and severally, as follows:

### **Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;

1           3.       That counsel for Plaintiff be appointed as Class Counsel; and

2           4.       That Defendants provide to Class Counsel immediately the names and most  
3 current/last known contact information (address, e-mail and telephone numbers) of all class  
4 members.

5                               **As to the First Cause of Action**

6           5.       That the Court declare, adjudge and decree that Defendants violated California  
7 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
8 all overtime wages due to Plaintiff and the other class members;

9           6.       For general unpaid wages at overtime wage rates and such general and special  
10 damages as may be appropriate;

11          7.       For pre-judgment interest on any unpaid overtime compensation commencing  
12 from the date such amounts were due;

13          8.       For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
14 California Labor Code section 1194; and

15          9.       For such other and further relief as the Court may deem just and proper.

16                               **As to the Second Cause of Action**

17          10.       That the Court declare, adjudge and decree that Defendants violated California  
18 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
19 provide all meal periods (including second meal periods) to Plaintiff and the other class  
20 members;

21          11.       That the Court make an award to Plaintiff and the other class members of one  
22 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
23 period was not provided;

24          12.       For all actual, consequential, and incidental losses and damages, according to  
25 proof;

26          13.       For premium wages pursuant to California Labor Code section 226.7(c);

27          14.       For pre-judgment interest on any unpaid wages from the date such amounts  
28 were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

1 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

2 29. For such other and further relief as the Court may deem just and proper.

3 **As to the Fifth Cause of Action**

4 30. That the Court declare, adjudge and decree that Defendants violated California  
5 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
6 time of termination of the employment of Plaintiff and the other class members no longer  
7 employed by Defendants;

8 31. For all actual, consequential, and incidental losses and damages, according to  
9 proof;

10 32. For statutory wage penalties pursuant to California Labor Code section 203 for  
11 Plaintiff and the other class members who have left Defendants' employ;

12 33. For pre-judgment interest on any unpaid compensation from the date such  
13 amounts were due; and

14 34. For such other and further relief as the Court may deem just and proper.

15 **As to the Sixth Cause of Action**

16 35. That the Court declare, adjudge and decree that Defendants violated California  
17 Labor Code section 204 by willfully failing to pay all compensation owed at the time required  
18 by California Labor Code section 204 to Plaintiff and the other class members;

19 36. For all actual, consequential, and incidental losses and damages, according to  
20 proof;

21 37. For pre-judgment interest on any unpaid compensation from the date such  
22 amounts were due; and

23 38. For such other and further relief as the Court may deem just and proper.

24 **As to the Seventh Cause of Action**

25 39. That the Court declare, adjudge and decree that Defendants violated the record  
26 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
27 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized  
28 wage statements thereto;

- 1           40.     For actual, consequential and incidental losses and damages, according to proof;  
2           41.     For statutory penalties pursuant to California Labor Code section 226(e);  
3           42.     For injunctive relief to ensure compliance with this section, pursuant to  
4 California Labor Code section 226(h); and  
5           43.     For such other and further relief as the Court may deem just and proper.

6                           **As to the Eighth Cause of Action**

7           44.     That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records  
9 for Plaintiff and the other class members as required by California Labor Code section  
10 1174(d);

- 11           45.     For actual, consequential and incidental losses and damages, according to proof;  
12           46.     For statutory penalties pursuant to California Labor Code section 1174.5; and  
13           47.     For such other and further relief as the Court may deem just and proper.

14                           **As to the Ninth Cause of Action**

15           48.     That the Court declare, adjudge and decree that Defendants violated California  
16 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other  
17 class members for all necessary business-related expenses as required by California Labor  
18 Code sections 2800 and 2802;

- 19           49.     For actual, consequential and incidental losses and damages, according to proof;  
20           50.     For the imposition of civil penalties and/or statutory penalties;  
21           51.     For reasonable attorneys' fees and costs of suit incurred herein; and  
22           52.     For such other and further relief as the Court may deem just and proper.

23                           **As to the Tenth Cause of Action**

24           53.     That the Court adjudge and decree that Defendants violated California Labor  
25 Code sections 245 through 249 by failing to provide paid sick leave.

- 26           54.     For all actual, consequential, and incidental losses and damages, according to  
27 proof;  
28           55.     For pre-judgment interest on any unpaid wages from the date such amounts



1 were due; and

2 56. For such other and further relief as the Court may deem just and proper.

3 **As to the Eleventh Cause of Action**

4 57. That the Court decree, adjudge and decree that Defendants violated California  
5 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the  
6 other class members all overtime compensation due to them, failing to provide all meal and  
7 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to  
8 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'  
9 wages timely as required by California Labor Code section 201, 202 and 204 and by violating  
10 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

11 58. For restitution of unpaid wages to Plaintiff and all the other class members and  
12 all pre-judgment interest from the day such amounts were due and payable;

13 59. For the appointment of a receiver to receive, manage and distribute any and all  
14 funds disgorged from Defendants and determined to have been wrongfully acquired by  
15 Defendants as a result of violation of California Business and Professions Code sections  
16 17200, et seq.;

17 60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
18 California Code of Civil Procedure section 1021.5;

19 61. For injunctive relief to ensure compliance with this section, pursuant to  
20 California Business and Professions Code sections 17200, et seq.; and

21 62. For such other and further relief as the Court may deem just and proper.

22 **As to the Twelfth Cause of Action**

23 63. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and  
24 (k) and 558, plus costs/expenses and attorneys' fees for violation of California Labor Code  
25 sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245 et seq., 256  
26 510, 512, 516, 517, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,  
27 1198.5, 1199, 2800, and 2802, and IWC Wage Orders (including, *inter alia*, 1-2001 and 4-  
28 2001); and

1           64.     For such other and further relief as the Court may deem equitable and  
2 appropriate.

3 ///

4 Dated: August 25, 2025

**LAWYERS for JUSTICE, PC**

6 By:   
7 Ryan Slinger  
8 *Attorneys for Plaintiff*