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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;

Plaintiff,

vs.

TURBONETICS HOLDINGS, INC., a Delaware corporation; TURBONETICS, INC., an unknown business entity; WABTEC CORPORATION, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. 2023CUOE008785

Honorable Mark S. Borrell
Department 40

<u>CLASS ACTION</u>

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

[Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement; Declaration of Proposed Class Representative (Leticia Acevedo); and [Proposed] Order filed concurrently herewith]

Date:	September 2, 2025
Time:	8:30 a.m.
Department:	40
Complaint Filed:	May 9, 2023
Trial Date:	None Set

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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.

PROCEDURAL HISTORY

2. On May 9, 2023, Plaintiff filed the Class Action Complaint for Damages ("Complaint") against Defendants Turbonetics Holding, Inc., Turbonetics, Inc., and Wabtec Corporation in the Superior Court for the County of Ventura ("Court"), thereby commencing the above-captioned action (the "Action").

3. On July 10, 2023, Defendants Turbonetics Holding, Inc., Turbonetics, Inc., and Wabtec Corporation filed an Answer to the Complaint.

4. On August 25, 2023, Plaintiff propounded multiple sets of discovery, including Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Sets One and Two) on Defendants Turbonetics Holdings, Inc., Turbonetics, Inc., and Wabtec Corporation.

5. On August 31, 2023, Plaintiff noticed the depositions of Defendants Turbonetics Holdings, Inc., Turbonetics, Inc., and Wabtec Corporation's Person Most Knowledgeable designees along with accompanying requests for production of documents.

6. On December 11, 2023, Plaintiff provided written notice by certified mail to the California Labor and Workforce Development Agency ("LWDA") and Defendants Turbonetics Holding, Inc., Turbonetics, Inc., and Wabtec Corporation of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice I"). A true and correct copy of the PAGA Notice I is attached hereto as "**EXHIBIT 1**".

7. On February 26, 2025, Plaintiff provided an amended written notice by certified mail to the LWDA and Defendants of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice II") (together with PAGA Notice I, the "PAGA

Notices"). A true and correct copy of the PAGA Notice II is attached hereto as "**EXHIBIT 2**".

8. On August 4, 2025, Plaintiff sought leave to file First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code, §2698, Et Seq., thereby seeking to add a claim for civil penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA").

THE PROPOSED SETTLEMENT

9. Marked and attached hereto as "**EXHIBIT 3**" is a true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants 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"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "EXHIBIT A" and respectfully request that the Court approve it as well.

10. The Settlement provides for a Total Settlement Amount of $1,450,000.00 to be paid in a single payment. The Net Settlement Amount is the Total Settlement Amount less the following amounts, subject to approval by the Court: attorneys' fees of up to $507,500 (if the Total Settlement Amount remains $1,400,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses not to exceed $50,000.00 ("Litigation Costs" (together, "Attorneys' Fees and Costs") to Lawyers *for* Justice, PC ("Class Counsel"), Enhancement Award to Plaintiff of $10,000.00, Administration Costs to ILYM Group, Inc. ("ILYM Group" or "Administrator") not to exceed $7,500.00, and the PAGA Penalties of $175,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Class Members is

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currently $700,000.00. Additionally, 25% of the PAGA Penalties, which is $43,750.00 out of $175,000.00, will be distributed to the Aggrieved Employees, for their respective portion of the PAGA Penalties. The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

11. The Settlement Agreement provides for Class Counsels to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., $507,500, if the Total Settlement Amount remains $1,450,000.00) and expenses and costs of not more than $50,000.00, which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Lawyers *for* Justice, PC, the work performed by Lawyers *for* Justice, PC, and the results achieved by Lawyers *for* Justice, PC in this matter can be found in paragraphs 19 through 23, *infra*.

12. The Settlement Agreement provides for payment of up to $10,000.00 to Plaintiff as an Enhancement Award, to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award, in addition to her individual settlement payment, for her services on behalf of the Class, Aggrieved Employees, and the State of California.

13. The Parties have agreed to retain ILYM Group to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint ILYM Group to handle these procedures and serve as the Administrator. Defendants will provide the Administrator with the Class Data, and the Administrator will calculate each Class Member's estimated *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") and each Aggrieved Employee's estimated *pro rata* share of 25% of the PAGA Penalties ("Individual PAGA Payment"). The Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under

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the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to California State Controller's Unclaimed Property Fund, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Administration Costs are currently estimated not to exceed $7,500.00 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

14. Under the Settlement Agreement, Defendants are responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Participating Class Member's Individual Settlement Share will be allocated as twenty-five percent (25%) wages and seventy-five percent (75%) non-wages, including penalties and interest. The Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings).

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

15. **Ascertainability:** The proposed Class is defined as all individuals who were employed by Defendants as non-exempt employees in the State of California during the Class Period, which is the period from May 9, 2019 to July 31,2024, or, if applicable, the Alternate End Date ("Class Period").

16. **Numerosity:** Based on data provided by Defendants and extrapolated by Plaintiff, the Class is estimated to be approximately three hundred twenty-two (322) individuals.

17. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendants, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, failed to pay

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reporting time pay, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation that was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across its non-exempt employees in California during the relevant time period.

18. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a class action against her former employer. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are adverse to the Class. Plaintiff was employed by Defendants during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the challenge and risk of commencing and maintaining this action, and she have not yet received any monetary benefit for her service to date. Plaintiff put her own interests aside and brought a publicly filed lawsuit against an employer not just for her own benefit, but, instead, on behalf of other non-exempt employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

19. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both

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state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and PAGA representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

20. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for

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deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

21. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

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22. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association, and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

23. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice

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before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, and drafting and finalizing settlement agreements.

THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED

24. The effectiveness of Lawyers *for* Justice, PC in prosecuting this action has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

25. Class Counsel has litigated the matter for over two (2) years, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a mediation on May 29, 2024 conducted by Monique Ngo-Bonnici, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the litigation and in connection with the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate of pay, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations and formal and informal discovery

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and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating Class Members, and of the Released PAGA Claims of Plaintiff, the State of California, and the Aggrieved Employees, against the Released Parties.

26. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and were preparing the matter for class certification and trial. Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiff, and other sources. Class Counsel served multiple sets of formal written discovery requests onto Defendants Turbonetics Holdings, Inc., Turbonetics, Inc., and Wabtec Corporation (specifically, Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Sets One and Two)) and noticed the depositions of Defendants Turbonetics Holdings, Inc., Turbonetics, Inc., and Wabtec Corporation's Person Most Knowledgeable designees along with accompanying requests for production of documents. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment records, a sampling of Plaintiffs' and other Class Members' time data and pay records, Defendants Ricon, Xorail, and Wabtec's Employee Handbooks, internal memoranda, new hire orientation checklists, job descriptions, company policy acknowledgements (including but not limited to Employee Acknowledgment, Confirmation of Receipt of Employee Handbook, and Final Paycheck Acknowledgment), forms (including but not limited to Time Off Request Form and Leave of Absence Request Form), procedures (including but not limited to Termination Checklist), and policies (including but not limited to Agreement of Confidentiality, Confidential and Non-Disclosure Policy, and Sick Leave Policy), among other information and documents. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to

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identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

27. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate of pay, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

28. Class Counsel is aware of the defenses and position of Defendants but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

29. Defendants, on the other hand, deny and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a volume of documents and data to determine the potential value and

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strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

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

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

Executed on this 8th day of August 2025, at Glendale, California.

Ryan Slinger

Ryan Slinger

EXHIBIT 1

LAWYERS FOR JUSTICE PC

December 11, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***TURBONETICS HOLDINGS, INC.; TURBONETICS, INC.; WABTEC CORPORATION***

Dear Representative:

We have been retained to represent Leticia Acevedo against Turbonetics Holdings, Inc., Turbonetics, Inc., and Wabtec Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Turbonetics") for violations of California wage-and-hour laws. Ms. Acevedo seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Acevedo seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Turbonetics employed Ms. Acevedo as an hourly-paid, non-exempt employee in the State of California. Ms. Acevedo is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by Turbonetics and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Ms. Acevedo may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Turbonetics has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, and 4-2001.

Turbonetics required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Acevedo and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Acevedo and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Turbonetics required Ms. Acevedo and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 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, and 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. California Labor Code section 204 also requires 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. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Turbonetics did not provide Ms. Acevedo and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Turbonetics were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Acevedo and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts 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. During the relevant time period, Ms. Acevedo and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Acevedo and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Acevedo and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Acevedo and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to 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 with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Turbonetics failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Acevedo and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Turbonetics did not provide Ms. Acevedo and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, and 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which

Ms. Acevedo and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Acevedo and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to 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. During the relevant time period, Ms. Acevedo and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Turbonetics.

Therefore, on behalf of all aggrieved employees, Ms. Acevedo seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Gabriella Sole

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Turbonetics Holdings, Inc.
c/o CSC - Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Turbonetics, Inc.
14399 Princeton Ave
Moorpark, CA 93021

Wabtec Corporation
c/o Rafael Santana
President and Chief Executive Officer
30 Isabella Street
Pittsburgh, PA 15212

Turbonetics Holdings, Inc
Turbonetics, Inc.
Wabtec Corporation
c/o Jennifer B. Zargarof
MORGAN, LEWIS & BOCKIUS LLP
Attorney
300 South Grand Avenue, Twenty-Second Floor
Los Angeles, CA 90071

EXHIBIT 2

LAWYERS FOR JUSTICE, PC

February 26, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***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***

Dear Representative:

We have been retained to represent Leticia Acevedo 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., and Wabtec Transportation Systems, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Turbonetics") for violations of California wage-and-hour laws. Ms. Acevedo seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Acevedo seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Turbonetics employed Ms. Acevedo as an hourly-paid, non-exempt employee in the State of California. Ms. Acevedo is an "aggrieved employee" as defined by California Labor Code section 2699 because she was employed by Turbonetics and she suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Ms. Acevedo may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Turbonetics has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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, and the applicable IWC Wage Orders including *inter alia*, Wage Orders 1-2001 and 4-2001.

Turbonetics rounded the aggrieved employees' time, required aggrieved employees to don and doff off the clock, and generally required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Acevedo and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Acevedo and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime or double time hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Turbonetics did not provide Ms. Acevedo and other aggrieved employees with meal and rest periods in accordance with California law and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, missed, and/or improperly combined meal and rest periods at the regular rate.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201, 202, and 227.3, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 245, *et seq.*, require employers to provide paid sick leave. During the relevant time period, Turbonetics did not provide Ms. Acevedo and other aggrieved employees with all paid sick leave that was owed to them. Turbonetics failed to provide sick leave at all or improperly calculated sick leave accrual and the sick leave rate of pay owed to Ms. Acevedo and other aggrieved employees by failing to base the accrued sick leave hour on the actual hours worked and by failing to incorporate multiples rates of pay and/or all shift differentials/non-discretionary bonuses/non-discretionary performance pay into the sick leave pay rate calculation. Moreover, Turbonetics failed to provide Ms. Acevedo and other aggrieved employees with notice of the paid sick time available to them, as required under California Labor Code sections 245, *et seq.*

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 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, and 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. California Labor Code section 204 also requires 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. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Turbonetics did not provide Ms. Acevedo and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Turbonetics were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Acevedo and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts 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. During the relevant time period, Ms. Acevedo and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Acevedo and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Acevedo and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Acevedo and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to 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 with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Turbonetics failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Acevedo and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Turbonetics did not provide Ms. Acevedo and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, and 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Acevedo and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Turbonetics failed to pay Ms. Acevedo and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Acevedo and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to 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. During the relevant time period, Ms. Acevedo and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Turbonetics.

Therefore, on behalf of all aggrieved employees, Ms. Acevedo seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Ryan Slinger

Ryan Slinger, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

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
c/o SEYFARTH SHAW LLP
Ari Hersher
Ryan McCoy
Parnian Vafaeenia
560 Mission Street, Suite 3100
San Francisco, CA 94105-2930

EXHIBIT 3

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") is made by and between Plaintiff Leticia Acevedo ("Plaintiff") and Defendants 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 the lawsuit entitled *Leticia Acevedo v. Turbonetics Holdings, Inc*., et al., Ventura County Superior Court Case No. 2023CUOE008785 (the "Action"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS.</u>

1.1. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2. "Administration Costs" means the amount the Administrator will be paid from the Total Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Parties and approved by the Court in connection with Preliminary Approval of the Settlement.

1.3. "Aggrieved Employee" means all individuals who were employed by Defendants as non-exempt employees in the State of California during the PAGA Period.

1.4. "Attorneys' Fees" and "Litigation Costs" (together "Attorneys' Fees and Costs") mean the amounts allocated to Class Counsel for reasonable attorneys' fees and reimbursement of actual litigation costs, respectively, incurred to prosecute the Action.

1.5. "Class" or "Class Member(s)" mean all individuals who were employed by Defendants as non-exempt employees in the State of California during the Class Period.

1.6. "Class Counsel" means Joanna Ghosh, Yasmin Hosseini, and Ryan Slinger of Lawyers *for* Justice, PC and all the lawyers of this firm acting on behalf of Plaintiff and the Class.

1.7. "Class Data" means Class Member identifying information in Defendants' possession, custody, or control, including the Class Member's full name, last-known mailing address, Social Security number, the number of Workweeks for each Class Member, and the number of PAGA Pay Periods for each Aggrieved Employee, which Defendants will diligently and in good faith compile from its records. The Class Data shall be provided to the Administrator confidentially. The Class Data shall not be provided to Plaintiff or Class Counsel.

1.8. "Class Member Address Search" means the Administrator's investigation and search for Class Members' current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database and direct contact by the Administrator with Class Members.

1.9. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members in English in the form, without material variation, attached as “**Exhibit A**” and incorporated by reference into this Agreement.

1.10. “Class Period” means the period from May 9, 2019 to July 31, 2024, or, if applicable, the Alternate End Date.

1.11. “Class Representative” and “Plaintiff” mean Leticia Acevedo.

1.12. “Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.13. “Class Settlement” means the settlement and resolution of the Released Class Claims.

1.14. “Court” means the Superior Court of California, County of Ventura.

1.15. “Defendants” means 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.

1.16. “Defense Counsel” means Ari Hersher, Ryan McCoy, and Parnian Vafaeenia of Seyfarth Shaw LLP.

1.17. “Effective Date” means the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court’s Judgment approving the settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court’s Judgment. If a timely objection to settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable.

1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.19. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

1.20. “Individual PAGA Payment(s)” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.21. “Individual Settlement Payment(s)” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages.

1.22. “Individual Settlement Share(s)” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement.

1.23. “Litigation” means Plaintiff’s class action and PAGA lawsuit alleging wage and hour violations against Defendants captioned *Leticia Acevedo v. Turbonetics Holdings, Inc., et al.*, initiated on May 9, 2023, Ventura County Superior Court Case No. 2023CUOE008785.

1.24. “LWDA” means the California Labor and Workforce Development Agency.

1.25. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.26. “Net Settlement Amount” means the Total Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Enhancement Award, Attorneys’ Fees and Costs, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.

1.27. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion. There will be no opportunity to opt out of the PAGA portion of the settlement.

1.28. “Objection” means a Participating Class Member’s objection to the Class Settlement. Participating Class Members may send written Objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral Objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must ensure that the written Objection: (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 the Response Deadline.

1.29. "Operative Complaint" means the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. that Plaintiff will file as a condition of this Settlement, as set forth below.

1.30. "PAGA Pay Periods" means the number of pay periods each Aggrieved Employee worked for Defendants for at least one day as a non-exempt employee within California during the PAGA Period, which will be calculated by Defendants based on the number of pay periods worked by each Aggrieved Employee in a nonexempt position in California for Defendants during the PAGA Period, which Defendant will diligently and in good faith compile from their records.

1.31. "PAGA Period" means the period from May 9, 2022 to July 31, 2024, or, if applicable, the Alternate End Date.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's December 11, 2023 and February 26, 2025 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties, in the amount of $175,000.00, to be paid from the Total Settlement Amount, allocated as 25% to the Aggrieved Employees ($43,750.00) and 75% to the LWDA ($131,250.00) in settlement of PAGA claims.

1.35. "PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released Parties" means 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.

1.41. “Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement, 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 the Response Deadline. There will be no opportunity to opt out of the PAGA portion of the settlement.

1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class Settlement, or (b) mail his or her written Objection to the Class Settlement. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator.

1.43. “Total Settlement Amount” means One Million Four Hundred Fifty Thousand Dollars and Zero Cents ($1,450,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Total Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Attorneys’ Fees and Costs, Enhancement Award, and the Administrator’s Costs.

1.44. “Workweeks” means the number of weeks each Class Member worked for Defendants for at least one day as a non-exempt employee within California during the Class Period, which will be calculated by Defendants based on the number of workweeks worked by each Class Member in a nonexempt position in California for Defendants during the Class Period, which Defendant will diligently and in good faith compile from their records.

1.45. “Workweeks / PAGA Pay Periods Dispute” means a a Class Member’s written letter disputing the pre-printed information on the Class Notice as to the number of Workweeks / PAGA Pay Periods credited to them, 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 the Response Deadline.

2. <u>RECITALS.</u>

2.1. On May 9, 2023, Plaintiff commenced the class action lawsuit entitled *Leticia Acevedo v. Turbonetics Holdings, Inc., et al.,* in the Superior Court of California for the County of Ventura, Case No. 2023CUOE008785 (i.e., Class Action), by filing the Class Action Complaint for Damages, which alleged ten causes of action against Defendants for: (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage

Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and the IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq*.

2.2. On December 11, 2023, Plaintiff provided written notice to the LWDA and to Defendants of the specific provisions of the California Labor Code that Defendants allegedly violated ("PAGA Notice"). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

In connection with this Settlement, Plaintiff has agreed to file a First Amended Complaint and Amended PAGA Notice to ensure all of the parties, claims, and theories encompassed by the settlement and release below are clearly articulated and covered. Pursuant to this agreement, on February 26, 2025, Plaintiff provided an amended written notice to the LWDA and to Defendants ("Amended PAGA Notice"). Within 5 business days of exhausting his administrative requirements under PAGA, Plaintiff will file a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et. al ("Operative Complaint").

2.3. Defendants have denied the allegations in the Action, deny all material allegations set forth in the Operative Complaint, and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Litigation, Released Class Claims, and Released PAGA Claims.

2.4. On May 29, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. Although the parties did not reach a resolution during the mediation, the Mediator presented a "Mediator's Proposal" at the conclusion of mediation, which both parties accepted, and which led to this Agreement to settle the Litigation.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, a random sampling of Class Members' time and pay records, as well as information and documents concerning the claims set forth in the Litigation, including but not limited to, Defendants' employee handbooks and relevant wage and hour policies, datapoints, including and not limited to, information regarding the number of Class Members and Aggrieved Employees, the number of workweeks worked by the Class Members, the number of pay periods worked by the Aggrieved Employees, and the average rate of pay of the Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*

Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The issue of class certification has not been briefed or adjudicated in the Action, as the Parties agreed to mediate prior to the filing of any motion to determine whether a class should be certified.

3. MONETARY TERMS.

3.1. Total Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $1,450,000.00 as the Total Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Shares. Defendants have no obligation to pay the Total Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Total Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to Defendants.

3.2. Payments from the Total Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Enhancement Award to the Class Representative of not more than $10,000.00 (in addition to any Individual Settlement Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for Attorneys' Fees and Costs, Plaintiff will seek Court approval for any Enhancement Award. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award. The Parties agree that the Court's approval of any request for an Enhancement Award for Plaintiff is not a condition of the Agreement and that an award of less than the amount requested would not give rise to a basis to abrogate the Agreement.

3.2.2. To Class Counsel: Attorneys' Fees of not more than 35% of the Total Settlement Amount, which is currently estimated to be $507,500.00, and reimbursement of Litigation Costs of not more than $50,000.00 that will be determined at the time of final approval. Defendants will not oppose requests for these payments, provided that they do not exceed these amounts. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the Litigation, including without limitation all work performed to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of the Settlement, as well as any objections raised, and any appeals necessitated by those objections. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any objections to any portion of any

Attorneys' Fees Payment or Litigation Costs. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be part of the Net Settlement Amount to be distributed to Participating Class Members. The Parties agree that the Court's approval of any request for Attorneys' Fees or Litigation Costs is not a condition of the Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate the Agreement.

3.2.3. To the Administrator: The Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed $7,500.00. To the extent actual Administration Costs are greater than the estimated amount stated herein, such excess amount will be disclosed to the Court and deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Administration Costs which are not in fact required to fulfill payment to the Administrator to undertake the required settlement administration duties will become part of the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4. PAGA Penalties: Subject to approval by the Court, the Parties agree that the amount of $175,000.00 from the Total Settlement Amount will be allocated toward penalties under PAGA ("PAGA Penalties"), of which 75%, or $131,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and 25%, or $43,750.00, will be distributed to Aggrieved Employees on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., Individual PAGA Payments). If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5. Individual Settlement Share Calculations: 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.

3.2.6. Individual PAGA Payment Calculations: 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.

3.2.7. Tax Allocation of Individual Settlement Payments and Individual PAGA Payments. Twenty-Five percent (25%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-Five percent (75%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of claims for non-wages, including penalties and interest, (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment. Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099. The Administrator will have the option to pay the Individual Settlement Payment and Individual PAGA Payment by way of a single check.

3.2.8. Effect of Non-Participating Class Members on Calculation of Individual Settlement Payments. Non-Participating Class Members will not receive any Individual Settlement Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. However, Non-Participating Class Members who are Aggrieved Employees will still receive their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Notwithstanding this provision, Class Counsel shall also receive redacted Class Data that shall only disclose an identification number attributed to each Class Member and their associated Workweeks during the Class Period and each Aggrieved Employee and their associated PAGA Pay Periods during the PAGA Period. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Total Settlement Amount. Within seven (7) calendar days of the Effective Date, the Administrator shall provide Defendants with the documents and information necessary in order for Defendants to fund the settlement, including the information that Defendants will need in order to pay their share of the payroll taxes owed. Defendants shall fully fund the Total Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than twenty-five (25) calendar days after the Effective Date.

4.3. Payments from the Total Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Total Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Costs, the Attorneys' Fees and Costs, and the Enhancement Award. Disbursement of the Attorneys' Fees and Costs and the Enhancement Award shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Settlement Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator will send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of the California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Upon the Effective Date and full funding of the Total Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff, all Participating Class Members (i.e., Class Members who do not submit a valid and timely Request for Exclusion), and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. General Release of Claims by Plaintiff. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns will generally release and discharge the Released Parties from all claims, transactions or occurrences, whether known or unknown, that occurred through the date of final approval ("Plaintiff's General Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For the purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are not known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected.

5.2. Released Class Claims by Participating Class Members: Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release 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 in Section 5.3 of this Agreement, 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.

5.3. Released PAGA Claims by Aggrieved Employees: Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to the Aggrieved Employees, and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their 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.

6. MOTION FOR PRELIMINARY APPROVAL. Upon full execution of the Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within thirty (30) calendar days and will share their draft for comments by Defense Counsel at least five (5) calendar days before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (O(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected and will ask the Court to appoint ILYM Group, Inc. ("ILYM" or "Administrator") to serve as the Administrator and to perform all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class

Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as "**Exhibit A**". The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and/or PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections to the Class Settlement, disputes regarding Workweeks and/or Pay Periods, and Requests for Exclusion from the Class Settlement will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendants, Defense Counsel, Plaintiff, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion from the Class Settlement (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes all of the information required by Section 1.41 of this Settlement Agreement. To be valid, a Request for Exclusion must be postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

7.5.2. The Administrator may not reject a Request for Exclusion from the Class Settlement as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement are deemed to be Participating Class Members under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release of Released Class Claims under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4. Class Members who submit a valid and timely Request for Exclusion from the Class Settlement are Non-Participating Class Members and shall not receive Individual Settlement Payments or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are also Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. <u>Disputes to Calculation of Workweeks / PAGA Pay Periods</u>. Each Class Member and Aggrieved Employee shall have until the Response Deadline to dispute the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may dispute the allocation by communicating with the Administrator via mail. The Workweeks / PAGA Pay Period Dispute must be signed by the Class Member and contain all information required by Section 1.45 of this Settlement Agreement. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all disputes to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of those disputes.

7.7. <u>Objections to Class Settlement.</u>

7.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement, and/or amounts requested for the Attorneys' Fees and Costs and/or Enhancement Award.

7.7.2. Participating Class Members may send written Objections to the Administrator by mail. In addition to or in lieu of the written Objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral Objections at the Final Approval Hearing. A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than the Response Deadline.

7.7.3. The Objection must be signed by the Participating Class Member and contain all information required by Section 1.28 of this Settlement Agreement.

7.7.4. Non-Participating Class Members have no right to object to the Class Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval and the Judgment on a portion of its website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion from the Class Settlement ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion from the Class Settlement; (c) copies of all Requests for Exclusion from the Class Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion from the Class Settlement (whether valid or invalid) received, objections to the Class Settlement received, Disputes to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or PAGA Pay Period Disputes. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Class Counsel is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Class Settlement it received (both valid or invalid), the number of written objections to the Class Settlement and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Total Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE**. Defendants represent that there are 34,868 Workweeks during the period from May 9, 2019 through May 15, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the qualifying Workweeks worked by Class Members during the Class Period increase beyond 10% of 34,868 (i.e., beyond 38,355 workweeks), then—at the sole discretion of Defendants—either (a) Defendants shall increase the Total Settlement Amount proportionally by the number of workweeks worked in excess of 38,355 multiplied by the workweeks value (e.g., if the number of workweeks increases by 11% to 38,703 workweeks, the Total Settlement Amount will increase by 1%), or (b) the Class Period and PAGA Period shall end on the last day on which the workweeks do not exceed 38,355 ("Alternate End Date"). The Parties agree that the workweek value is $41.59 ($1,450,000.00 / 34,868).

9. **DEFENDANTS' RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion from the Class Settlement identified in the Exclusion List exceeds seven and one half percent (7.5%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Class Counsel will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections to the Class Settlement. Each Party retains the right to respond to any objection to the Class Settlement raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, Attorneys' Fees and Costs and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Litigation, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be voidable. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Total Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Litigation have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Litigation have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class or representative treatment of any group for any reasons, and Defendants reserve all available defenses to the claims in the Litigation, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Litigation will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed with the Court, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Undue Publicity. Neither Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendants' approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mutually agreeable mediator and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. Notwithstanding the foregoing, the

Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Litigation and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:	To Defendants:
Joanna Ghosh, Esq. Yasmin Hosseini, Esq. Ryan Slinger, Esq. **LAWYERS *for* JUSTICE, PC** 450 North Brand Blvd., Suite 900 Glendale, California 91203	Ari Hersher, Esq. Ryan McCoy, Esq. Parnian Vafaeenia, Esq. **SEYFARTH SHAW LLP** 560 Mission Street Suite 3100 San Francisco, California 94105

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

IT IS SO AGREED.

PLAINTIFF LETICIA ACEVEDO

Electronically Signed 2025-07-31 19:18:34 UTC - 170.173.0.21

Dated: 07/31/2025

Nintex AssureSign® fa36e98c-d24d-46d5-ada9-b32a016e4460

Leticia Acevedo, Plaintiff

DEFENDANTS TURBONETICS HOLDINGS, INC., MOTIVEPOWER, INC., NORDCO RAIL SERVICES, LLC, NORDCO, INC., RICON CORP., SHUTTLEWAGON, INC., TRANSPORTATION SYSTEMS SERVICES INC., WABTEC US RAIL, INC., WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORPORAITON, XORAIL, INC., WABTEC TRANSPORTATION SYSTEMS, LLC, TURBONETICS, INC., and WABTEC CORPORATION

Dated: 6/26/2025

Nicole Theophilus

Full Name: Nicole Theophilus

Title: VP & CHRO

On behalf of Defendants

Dated: 07/31/2025

By: Ryan Slinger

Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
LAWYERS *for* JUSTICE, PC

Attorneys for Plaintiff Leticia Acevedo and Proposed Class Counsel

Dated: 06/26/2025 By: ______________________

Ari Hersher, Esq.
Ryan McCoy, Esq.
Parnian Vafaeenia, Esq.
SEYFARTH SHAW LLP

Attorneys for Defendants (as to form only)

EXHIBIT A

[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."

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 settlement payment is _____.**

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 Settlement will, upon receipt, no longer be a Class Member, will **not** receive any money from the 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 and is still an "aggrieved employee" under PAGA, and cannot object to the Settlement. You cannot both exclude yourself and object to the 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.xxxxxx.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.