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

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

Plaintiff,

vs.

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

Case No. 2023CUOE008785

Honorable Charmaine H. Buehner
Department J4

CLASS ACTION

**[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

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

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

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through 100, inclusive,
Defendants

1 This matter has come before the Honorable Charmain H. Buehner in Department J4 of the
2 Superior Court of the State of California, for the County of Ventura, on October 8, 2025, at 8:20
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Leticia Acevedo ("Plaintiff"), individually
5 and on behalf of all others similarly situated and other aggrieved employees and Seyfarth Shaw LLP
6 appears as counsel for Defendants Turbonetics Holdings, Inc., MotivePower, Inc., Nordco Rail
7 Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon, Inc., Transportation Systems Services
8 Operations Inc., Wabtec Manufacturing Solution LLC, Wabtec Railway Electronics, Inc., Wabtec
9 US Rail, Inc., Westinghouse Air Brake Technologies Corporation, Xorail, Inc., Wabtec
10 Transportation Systems, LLC, Turbonetics, Inc., and Wabtec Corporation (collectively,
11 "Defendants").

12 The Court, having carefully considered the papers, argument of counsel, and all matters
13 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement.

15 **IT IS HEREBY ORDERED THAT:**

16 1. The time period to file the moving and supporting papers with respect to Plaintiff's
17 Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting papers is
18 shortened such that they are deemed timely filed on August 8, 2025 and October 1, 2025.

19 2. The Court preliminarily approves the Class Action and PAGA Settlement
20 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 3**" to
21 the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary Approval of Class
22 Action and PAGA Settlement, which was filed with the Court on August 8, 2025. This is based on
23 the Court's determination that the Settlement falls within the range of possible approval as fair,
24 adequate, and reasonable.

25 3. This Order incorporates by reference the definitions in the Settlement Agreement,
26 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
27 Settlement Agreement.

1 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
2 and reasonable. It appears to the Court that extensive investigation and research have been conducted
3 such that counsel for the parties at this time are able to reasonably evaluate their and each other's
4 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
5 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented
6 by the further prosecution of the case. It further appears that the Settlement has been reached as the
7 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
8 faith.

9 5. The Court preliminarily finds that the Settlement, including the allocations for the
10 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, Administration Costs, and
11 payments to the Participating Class Members and Aggrieved Employees provided thereby, appear
12 to be within the range of reasonableness of a settlement that could ultimately be given final approval
13 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
14 the Settlement and preliminarily finds that the monetary settlement awards made available to the
15 Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against
16 the probable outcome of further litigation relating to certification, liability, and damages issues.

17 6. The Court concludes that, for settlement purposes only, the proposed Class meets
18 the requirements for certification under section 382 of the California Code of Civil Procedure in
19 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
23 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
24 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
25 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

26 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
27 follows:
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1 All individuals who were employed by Defendants as non-exempt employees in the
2 State of California during the period from May 9, 2019 to July 31, 2024, or, if
applicable, the Alternate End Date (“Class” or “Class Member(s)”).

3 8. The Court provisionally appoints Joanna Ghosh, Yasmin Hosseini and Ryan Slinger
4 of Lawyers *for* Justice, PC as Class Counsel.

5 9. The Court provisionally appoints Plaintiff Leticia Acevedo as the Class
6 Representative.

7 10. The Court provisionally appoints ILYM Group, Inc. (“ILYM”) to handle the
8 administration of the Settlement (“Administrator”).

9 11. Within 21 calendar days after entry of this Preliminary Approval Order, Defendants
10 shall provide the Administrator with the following information about each Class Member: full name,
11 last known mailing address, Social Security number, the number of Workweeks for each Class
12 Member, and the number of PAGA Pay Periods for each Aggrieved Employee (collectively referred
13 to as the “Class Data”), in conformity with the Settlement Agreement.

14 12. The Court approves, both as to form and content, the revised Court Approved Notice
15 of Class Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice
16 shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that
17 the Class Notice appears to fully and accurately inform the Class Members of all material elements
18 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting
19 a Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to dispute the
20 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Participating Class
21 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
22 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
23 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
24 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
25 persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all
26 Class Members within 14 calendar days of receipt the Class Data from Defendants, pursuant to the
27 terms set forth in the Settlement Agreement.

28 13. The Court hereby preliminarily approves the proposed procedure, set forth in the

1 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
2 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
3 for Exclusion no later than 45 calendar days after the Administrator mails the Class Notice
4 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
5 extended by 14 calendar days from the date of the Response Deadline. Any Class Member who
6 submits a Request for Exclusion from the Class Settlement is prohibited from making any objections
7 to the Class Settlement. Any Class Member who submits a valid and timely Request for Exclusion
8 will not be a Participating Class Member and will not have any right to object, appeal, or comment
9 on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion
10 by the Response Deadline shall be bound by the terms of this Agreement, any Court order approving
11 the terms of the Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved
12 Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option
13 to opt out of the Class Settlement.

14 14. A Final Approval Hearing shall be held before this Court on
15 _____ at _____ a.m./p.m. in
16 Department J4 of the Superior Court of California for the County of Ventura, located at 4353 E.
17 Vineyard Avenue, Oxnard, California 93036, to determine all necessary matters concerning the
18 Settlement, including: whether the proposed settlement of the action on the terms and conditions
19 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
20 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
21 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
22 to the Class Members and Aggrieved Employees; and determine whether to finally approve the
23 requests for the Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalties, and
24 Administration Costs.

25 15. Class Counsel shall file a Motion for Final Approval of the Class Action and PAGA
26 Settlement and for Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalties, and
27 Administration Costs, along with the appropriate declarations and supporting evidence, including
28 the Administrator’s declaration, by _____, to be heard

1 at the Final Approval Hearing.

2 16. Only Class Members who do not request exclusion from the Class Settlement may
3 object to the Class Settlement by submitting an Objection to the Administrator prior to the Response
4 Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether
5 they submitted a written Objection. The Objection must be signed by the Participating Class Member
6 and contain all information required by this Settlement Agreement. A Participating Class Member
7 who does not object prior to or at the Final Approval Hearing will be deemed to have waived any
8 objections and will be foreclosed from making any objections (whether at the Final Approval
9 Hearing, by appeal or otherwise) to the Settlement.

10 17. The Settlement is not a concession or admission and shall not be used against
11 Defendants as an admission or indication with respect to any claim of any fault or omission by
12 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
13 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
14 neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement,
15 nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into
16 evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants,
17 including, but not limited to, evidence of a presumption, concession, indication or admission by
18 Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the
19 existence of any condition constituting a violation of, or a non-compliance with state, federal, local
20 or other applicable law. except for legal proceedings concerning the implementation, interpretation,
21 or enforcement of the Settlement.

22 18. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
24 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
25 vacated, and the Parties shall revert back to their respective positions as of before entering into the
26 Settlement Agreement.

27 19. The Court reserves the right to adjourn or continue the date of the Final Approval
28 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class

1 Members and retains jurisdiction to consider all further applications arising out of or connected with
2 the Settlement.

3 **IT IS SO ORDERED.**

4
5 Dated: _____

By:

The Honorable Charmaine H. Buehner
Judge of the Superior Court

EXHIBIT 1

[CLASS MEMBER NAME and ADDRESS]

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

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

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

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

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

1. Why did I get this notice?

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

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

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

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

2. What is the lawsuit about?

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

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

3. Who is the plaintiff in the lawsuit?

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

4. Why is there a settlement?

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

5. What does the settlement provide?

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

6. How much will my payment be?

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

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

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

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

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

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

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

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

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

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

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

7. How can I get a payment?

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

8. What if my address changes?

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

[Insert Settlement Administrator address and phone number]

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

9. When would I get my payment?

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

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

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

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

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

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

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

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

12. How do I get out of the Settlement?

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

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

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

[Insert Settlement Administrator address]

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

13. Who is Class Counsel in this case?

Class Counsel's contact information is as follows:

Joanna Ghosh, Esq.

Yasmin Hosseini, Esq.

Ryan Slinger, Esq.

LAWYERS *for* JUSTICE, PC

450 North Brand Blvd., Suite 900

Glendale, California 91203

14. How will Class Counsel be paid?

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

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

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

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

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

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

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

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

[Insert Settlement Administrator address]

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

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

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

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

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

19. Do I have to come to the hearing?

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

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

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement and a website created by the Settlement Administrator accessible at: www.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.