

Arby Aiwazian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

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

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

Plaintiff,

vs.

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

Defendants.

Case No. 2023CUOE008785

Honorable Charmain H. Buehner
Department 44

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: February 25, 2026
Time: 1:30 p.m.
Department: 44

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

1 This matter has come before the Honorable Charmaine H. Buchner, in Department 44 of
2 the above-entitled Court, located at 800 South Victoria Avenue, Ventura, California 93009, on
3 February 25, 2026 at 1:30 p.m., on Plaintiff Leticia Acevedo's ("Plaintiff") Motion for Final
4 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement
5 Award ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff
6 and the Class, and Seyfarth Shaw LLP appeared on behalf of Defendants Turbonetics Holdings,
7 Inc., MotivePower, Inc., Nordco Rail Services, LLC, Nordco, Inc., Ricon Corp., Shuttlewagon,
8 Inc., Transportation Systems Services Operations Inc., Wabtec Manufacturing Solution LLC,
9 Wabtec Railway Electronics, Inc., Wabtec US Rail, Inc., Westinghouse Air Brake Technologies
10 Corporation, Xorail, Inc., Wabtec Transportation Systems, LLC, Turbonetics, Inc., and Wabtec
11 Corporation (collectively, "Defendants").

12 On October 8, 2025, the Court entered the Order Granting Preliminary Approval of Class
13 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
14 the settlement of the above-entitled action (the "Action") in accordance with the Class Action
15 and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"),
16 which, together with the exhibits annexed thereto set forth the terms and conditions for
17 settlement of the Action.

18 Having reviewed the Settlement Agreement and duly considered the parties' papers and
19 oral argument, and good cause appearing,

20 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 21 1. The Motion for Final Approval is granted in its entirety.
- 22 2. This Final Approval Order and Judgment incorporates by reference the
23 definitions in the Settlement Agreement and all capitalized terms used, but not defined, herein
24 shall have the same meanings as in the Settlement Agreement.
- 25 3. Unless otherwise specified, all citations and references to the Private Attorneys
26 General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") are to the version
27 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
28 not apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1),

as amended, because the notice to the Labor and Workforce Development Agency (“LWDA”) was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Action and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the Action.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all individuals who were employed by Defendants as non-exempt employees in the State of California during the period from May 9, 2019 to July 31, 2024 (“Class” or “Class Members”).

6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all individuals who were employed by Defendants as non-exempt employees in the State of California during the period from May 9, 2022 to July 31, 2024 (“Aggrieved Employees”).

7. The Court finds that the Court Approved Notice of Class Action Settlement (“Class Notice”) that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following

1 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
2 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
3 arms-length negotiations between the parties. In so finding, the Court has considered all of the
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
5 expense, and complexity of pursuing the claims presented; the likely duration of further
6 litigation; the amount offered in the Settlement; the extent of investigation and discovery
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
8 including the monetary allocations and payments, appear within the range of reasonableness,
9 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues. The Court has further considered the absence of any objections by the Participating
12 Class Members to the Class Settlement. Accordingly, the Court hereby directs that the
13 Settlement be affected in accordance with the Settlement Agreement and the following terms
14 and conditions.

15 9. A full opportunity has been afforded to the Class Members to participate in the
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
17 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
18 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
19 Members who did not submit a timely and valid Request for Exclusion from the Class
20 Settlement (“Participating Class Members”), individually and on behalf of their respective
21 successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound
22 by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the
23 Effective Date and full funding of the Total Settlement Amount, shall fully and finally release
24 and discharge the Released Parties, and each of them, from the Released Class Claims. Because
25 no Class Members submitted a timely and valid Request for Exclusion from the Class
26 Settlement, all Class Members are Participating Class Members.

27 10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA,
28 including, and not limited to, providing the LWDA and Defendants with notice of the specific

provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$175,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as follows: the amount of \$131,250.00 to the LWDA (“LWDA Payment”), and the amount of \$43,750.00 to the Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

11. The Court determines that, Plaintiff, the State of California (with respect to Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Administration Costs in the amount of \$6,950.00 to ILYM Group, Inc. (“ILYM” or “Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Administrator shall issue payment to itself in the amount of \$6,950.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Award in the amount of \$10,000.00 to Plaintiff is fair and reasonable, and hereby approved. It is hereby ordered that the Administrator

1 issue payment in the amount of \$10,000.00 to Plaintiff for her Enhancement Award, according
2 to the terms set forth in the Settlement Agreement.

3 15. The Court finds that attorneys' fees in the amount of \$507,500.00 to Class
4 Counsel falls within the range of reasonableness and that the results achieved justify the award
5 sought, and is hereby approved. It is hereby ordered that the Administrator issue payment in the
6 amount of \$507,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 16. The Court finds that reimbursement of litigation costs and expenses in the
9 amount of \$14,119.14 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
10 that the Administrator issue payment in the amount of \$14,119.14 to Class Counsel for
11 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
12 set forth in the Settlement Agreement.

13 17. It is hereby ordered that within twenty-five (25) calendar days after the Effective
14 Date, Defendants shall deposit the Total Settlement Amount of \$1,450,000.00 and the
15 employer's share of payroll taxes into an account established by the Administrator, in
16 accordance with the terms and methodology set forth in the Settlement Agreement.

17 18. It is hereby ordered that within fourteen (14) calendar days following the funding
18 of the Total Settlement Amount, the Administrator will issue payments due under the
19 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
20 Participating Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c)
21 LWDA Payment to the LWDA, (d) Enhancement Award to Plaintiff, (e) Attorneys' Fees and
22 Costs to Class Counsel, and (f) Administration Costs to the Administrator, in accordance with
23 terms and methodology set forth in the Settlement Agreement.

24 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
25 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
26 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
27 and after this time period, the check(s) shall be canceled. The leftover funds associated with
28 checks issued to Participating Class Members and Aggrieved Employees, after the checks have

1 been canceled, shall be transmitted to the California State Controller's Unclaimed Property
2 Fund in the name of the Participating Class Member or Aggrieved Employee. All Participating
3 Class Members shall be bound by the terms and conditions of the Class Settlement regardless of
4 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All
5 Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement
6 regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment
7 checks.

8 20. Recovery for Plaintiff and the Participating Class Members in this Action is
9 limited to what is set forth in the Settlement Agreement and this Final Approval Order.

10 21. The recovery for attorneys' fees is limited to what is set forth in the Settlement
11 Agreement and approved by the Court in this Final Approval Order.

12 22. After entry of this Final Approval Order and Judgment, pursuant to California
13 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
14 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
15 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
16 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
17 with the distribution of settlement benefits.

18 23. Individualized notice of this Final Approval Order and Judgment is not required.
19 The Administrator shall post a copy of the Final Approval Order and Judgment on the
20 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
21 this Final Approval Order and Judgment.

22 24. A Final Compliance Hearing is set for _____ at
23 _____ a.m./p.m. in Department 44. Class Counsel shall submit the Administrator's
24 accounting report regarding the status of the funding and disbursement of the Settlement at least
25 five (5) court days prior to the Final Compliance Hearing.

26 ///

27 ///

28 ///

IT IS SO ORDERED.

DATE: _____

The Honorable Charmaine H. Buehner
Judge of the Superior Court