

Trainer v AHN Settlement Administrator
c/o Rust Consulting Inc – 9104
PO Box 2396
Faribault, MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



* B A R C O D E 3 9 * - UAA - <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

(Class Action Member Preliminary Notice)

IMPORTANT NOTICE REGARDING UNPAID OVERTIME SETTLEMENT WITH DEFENDANTS ALLEGHENY HEALTH NETWORK AND WEST PENN ALLEGHENY HEALTH SYSTEM, INC.

Richard Trainer, et al. v. West Penn Allegheny Health System, Inc., et al., Case No. 2:23-cv-1237 (W.D. Pa.).

PLEASE READ THIS NOTICE CAREFULLY: THIS NOTICE RELATES TO A POSSIBLE SETTLEMENT AGREEMENT THAT MAY AFFECT YOUR RIGHTS

To: <<Name1>>

Re: Your Right to Overtime Pay from Settlement with Defendants

THE AMOUNT OF THE ESTIMATED SETTLEMENT PAYMENT IF THE COURT GRANTS FINAL APPROVAL: \$<<EstimatedAward>>

A federal court has authorized this notice. This is not an advertisement. You are not being sued.

WHY AM I GETTING THIS NOTICE?

You are getting this notice because you worked overtime and made an elective contribution to your Central Pension Fund as an hourly employee at Allegheny General Hospital, represented by IUOE Local 95, between May 24, 2020 and January 31, 2025.

A lawsuit against Allegheny Health Network and its hourly employees has settled. The lawsuit alleged that IUOE Local 95 employees at Allegheny General Hospital were not paid proper overtime for all hours worked. Plaintiffs argued that they contributed a flat amount for each hour they worked to their pension plan. Plaintiffs argued that Defendants failed to pay the correct amount of overtime by only paying 150% of the net amount of hourly wages remaining after pension contribution instead of 150% of the gross amount of hourly wages prior to pension contribution.

Defendants deny these allegations and contend that you were at all times paid lawfully and properly for your work. The settlement represents a mutual compromise between the parties to avoid costly and uncertain litigation and is not an admission of any liability by Defendants.

Before Plaintiffs' claims were decided by the Court, Plaintiffs and the Defendants reached a Settlement. The Settlement cannot take effect, however, unless the Court approves the Settlement after a hearing to decide whether the Settlement is fair (a "Fairness Hearing"). Details about when and where the Fairness Hearing will be held can be found below.

THIS NOTICE IS TO INFORM YOU THAT YOU ARE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT IN THIS CASE, AS DESCRIBED BELOW. YOU ARE NOT REQUIRED TO DO ANYTHING TO RECEIVE YOUR SHARE OF THE SETTLEMENT.

YOUR PRO RATA SHARE OF THE SETTLEMENT.

Your settlement payment is based on your work history, including your overtime worked and your contributions to the Central Pension Fund. Your pro rata share was determined after deducting Class Counsel’s attorneys’ fees.

When you receive your settlement payment you will have 180 days from the date the Settlement Administrator mails your check to endorse and negotiate the check you will receive. If you don’t negotiate the check, you will not be entitled to any compensation from Defendants or the Released Parties.

YOUR OPTIONS:

You May:	Description:
Receive Settlement Money – No Action Required.	<p>If you participate in this settlement, you will receive an estimated settlement allocation listed above. <u>You do not need to do anything to accept the settlement other than sign and cash the Settlement Check that will be sent after the Court grants final approval of this Settlement.</u></p> <p>If you negotiate the Settlement Check you will be considered to have opted in to the federal law collective action under the Fair Labor Standards Act (“FLSA”) and will release all wage and hour claims or causes of action arising from May 24, 2020 and ending January 31, 2025 and which arise out of or are related to the allegations in the filed Action, including but not limited to claims arising under the Fair Labor Standards Act and Pennsylvania wage payment laws (including the Pennsylvania Minimum Wage Act and the Pennsylvania Wage Payment & Collection Law), including any related claims for liquidated damages, penalties, attorneys’ fees and costs, expenses, and interest for such owed overtime pay.</p> <p>As noted above, this case involved allegations of improperly paying the wrong rate of overtime as the result pension contributions. This settlement, however, is not limited to just that issue but extends to potentially to any wage claim that you may have for the period beginning May 24, 2020 and ending January 31, 2025. If you believe your wages in this period were incorrect for reason(s) other than Defendants’ failure to pay overtime on pension contributions, you should understand that this proposed Class Action Settlement will adversely affect your ability to pursue such claims.</p>
Exclude Yourself From the Class Action Settlement	<p>If you do not want to participate in this Class Action Settlement, you must elect to exclude yourself. If you elect to exclude yourself, you will not receive any money, and you will not be waiving any rights or claims that you may have against the Released Parties. You will no longer be a part of this lawsuit.</p> <p>To exclude yourself, your request must be in writing and mailed to the Settlement Administrator by March 14, 2026. Your statement (“Request for Exclusion”) must also contain your name, address, telephone number, date and signature. It must be returned by mail to the Settlement Administrator, at this address:</p> <p align="center">Trainer v AHN Settlement Administrator c/o Rust Consulting Inc – 9104 PO Box 2396 Faribault, MN 55021-9096</p> <p>The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether your Request for Exclusion has been timely submitted. If you submit a valid Request for Exclusion you will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment on the Settlement.</p> <p>Lawsuits involving the payment of wages, overtime or otherwise, must be commenced within a certain period of time in order to be considered timely and to be permitted to proceed. This is often but not always referred to as a “statute of limitation”. After excluding yourself from the proposed Class Action Settlement, to the extent that you may have wage claims for the period of time commencing May 24, 2020 and lasting through January 31, 2025, you have one-hundred and twenty (120) days from the date your Request for Exclusion was mailed to commence a lawsuit for the same in a court of competent jurisdiction in order to preserve the timeliness of any wage claim. The proposed Class Action Settlement does not affect any claims you may have for wages owed outside the period commencing May 24, 2020 and lasting January 31, 2025. You should also be aware that Class Counsel will no longer represent you if you elect to exclude yourself from this settlement and will not be taking any actions to preserve your claims. Please see below for more information.</p>

You May:	Description:			
Object To The Settlement Class Action Settlement	<p>If you think the Settlement is unfair for a valid reason, you may object to the Settlement. Objections must be in writing and mailed separately to the Settlement Administrator and counsel for the Parties at:</p> <table border="0" data-bbox="317 283 1567 460"> <tr> <td data-bbox="317 283 734 327">ADMINISTRATOR.</td> <td data-bbox="743 283 1150 426">David M. Kobylinski, Esq. Kobylinski + Kobylinski 304 Ross Street, Ste 510 Pittsburgh, PA 15219</td> <td data-bbox="1159 283 1567 460">Christopher S. Bouriat, Esq. Joshua R. Sallmen, Esq. Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222</td> </tr> </table> <p>Your objection should clearly explain why you object to the proposed Settlement and must state that either you or someone on your behalf intends to appear at the Final Approval and Fairness Hearing. Filing an objection does not preserve your right exclude yourself from the Settlement. The deadline to file an objection is March 14, 2026.</p> <p>The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether an objection to the Settlement has been timely submitted. Class Members who fail to submit timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.</p>	ADMINISTRATOR.	David M. Kobylinski, Esq. Kobylinski + Kobylinski 304 Ross Street, Ste 510 Pittsburgh, PA 15219	Christopher S. Bouriat, Esq. Joshua R. Sallmen, Esq. Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222
ADMINISTRATOR.	David M. Kobylinski, Esq. Kobylinski + Kobylinski 304 Ross Street, Ste 510 Pittsburgh, PA 15219	Christopher S. Bouriat, Esq. Joshua R. Sallmen, Esq. Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222		
Attend The Final Approval Hearing – Not Required.	<p>It is not required, but you may attend the hearing regarding the final disposition of this settlement. The hearing will be held on April 22, 2026 at 1:30 pm. If no objections are filed with the Court, the Court may waive the hearing. Written notice to counsel for the Parties of intention to attend the hearing is required. Notice must be mailed to:</p> <table border="0" data-bbox="317 913 1567 1090"> <tr> <td data-bbox="317 913 942 1057">David M. Kobylinski, Esq. Kobylinski + Kobylinski 304 Ross Street, Ste 510 Pittsburgh, PA 15219</td> <td data-bbox="951 913 1567 1090">Christopher S. Bouriat, Esq. Joshua R. Sallmen, Esq. Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222</td> </tr> </table>	David M. Kobylinski, Esq. Kobylinski + Kobylinski 304 Ross Street, Ste 510 Pittsburgh, PA 15219	Christopher S. Bouriat, Esq. Joshua R. Sallmen, Esq. Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222	
David M. Kobylinski, Esq. Kobylinski + Kobylinski 304 Ross Street, Ste 510 Pittsburgh, PA 15219	Christopher S. Bouriat, Esq. Joshua R. Sallmen, Esq. Reed Smith LLP 225 Fifth Avenue Pittsburgh, PA 15222			
Objecting to the Class Action Settlement Is Different from Excluding Yourself from the Class Action Settlement	<p>If you object to the Class Action Settlement and your objection is overruled at the final hearing your will be bound to the terms of this Proposed Class Action Settlement. For example, if you believe the proposed Class Action Settlement is unfair because you believe the Defendants owe you more in wages than shown above, and you object to the Class Action Settlement in a timely manner. Then the Court will listen to your objection at the final hearing and it will also listen to both Class Counsel and to Defendants’ Counsel. If the Court overrules your objection, then you will be bound to the terms of the Class Action Settlement and you will receive a check in the amount stated above.</p> <p>If you exclude yourself from this settlement using the process described above, you will no longer be a part of this Class Action Settlement. Moreover, you will no longer even be a part of this lawsuit. For example, if you believe the proposed Class Action Settlement is unfair because you believe the Released Parties owe you more in wages than shown above, and you exclude yourself from this settlement, then you will have to pursue these claims on your own. After your exclude yourself from this Class Action Settlement, you will no longer be represented by Class Counsel. That means you will either have to represent yourself or obtain legal counsel on your own. To the extent you have a claim for unpaid overtime or wages for the period commencing May 24, 2020 but lasting until January 31, 2025 that would have expired but for the filing of this lawsuit, then you must initiate an independent lawsuit within one-hundred and twenty days (120) from the date you exclude yourself from this Class Action Settlement in order to preserve the same.</p>			

WHAT DOES THE COURT THINK?

While the Court approved this settlement, the Court did not determine Defendants (or anyone else) did anything wrong. The Court did not determine you are owed any money. Instead, this is a settlement payment which the Court approved as a fair and reasonable compromise in light of the claims and defenses asserted.

WHAT DO DEFENDANTS THINK?

Defendants believe this settlement is a business solution to this dispute. Defendants have, at all times, disputed that it or its subsidiaries violated any law. They believes their pay practices are fully compliant with all laws and that the class members are were paid properly for all hours worked.

WHAT DOES CLASS COUNSEL THINK?

Class Counsel believes and intends to represent to the Court that this is a fair and reasonable settlement in light of the claims and defenses asserted in this case. Class Counsel did not investigate or verify whether you may have claims relating to the payment of wages or overtime other than the above-described pension contribution issue. Class Counsel makes no representation as to you whether you have or do not have wage related claims outside of this issue. You must make that determination on your own.

If the Court were to deny approving the Class Action Settlement, Class Counsel will continue to prosecute this case. However, no one can guaranty a result in litigation. It is possible that if this settlement is not approved, the Defendants may win this case at trial and you would not receive any money. In addition, if this Class Action Settlement is not approved, there is no guaranty that this matter will continue to proceed as a class action. Likewise, if you elect to exclude yourself from this Class Action Settlement, there is no guarantee you will receive any money.

WHAT IF I HAVE OTHER QUESTIONS?

This Notice is only a summary. For the complete terms of the Settlement, please refer to the Settlement Agreement, available at <https://koby.law/ioue95>, by contacting Class Counsel (see contact information below), or by visiting the office of the Clerk of Court for the United States District Court for the Western District of Pennsylvania.

You can review the docket of all filings in this case, for a fee to the U.S. Court system, through the Court’s Public Access to Court Electronic Records (“PACER”) system at <https://pacer.uscourts.gov>. The docket lists all filings in the case as well as descriptions for each filing.

If you have additional questions, please write to or call Plaintiffs’ Counsel at:

David M. Kobylinski, Esq.
Kobylinski + Kobylinski
304 Ross Street, Ste 510
Pittsburgh, PA 15219
(412) 281-6600
dave@koby.law

The 180-day deadline to cash your check will not be extended under any circumstances.

Please do not contact the Court regarding this settlement. The Court must remain neutral in this matter and cannot offer you advice.

FINAL APPROVAL

The Court will hold a Final Approval and Fairness Hearing on the fairness and adequacy of the Settlement on **April 22, 2026 at 1:30 pm.**

The Final Approval and Fairness Hearing may be continued without further notice to Class Members.

Trainer v AHN Settlement Administrator
c/o Rust Consulting Inc – 9104
PO Box 2396
Faribault, MN 55021-9096

FOR OFFICIAL USE ONLY

01

IMPORTANT LEGAL MATERIALS



- UAA - <<SequenceNo>>

Page 1 of 1

Claimant ID #: <<barcode39>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

If the pre-printed information to the left is not correct or if there is no pre-printed information, please check the box and complete the information below:

Name: _____

Address: _____

City: _____

State: ____ Zip Code: _____

Share Form

Richard Trainer, et al. v. West Penn Allegheny Health System, Inc., et al.
Case No. 2:23-cv-1237 (W.D. Pa.)
U.S. District Court for the Western District of Pennsylvania, Pittsburgh Division

Calculation of Individual Settlement Payments: Each Participating Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount. Your settlement payment is based on your work history, including your overtime worked and your contributions to the Central Pension Fund during the Class Period or May 24, 2020 through January 31, 2025.

Every Participating Class Member will be entitled to his or her allocated share of the Settlement Proceeds. The calculation is as follows and is based upon the information provided to the Settlement Administrator by Defendants.

Each Participating Class Member shall recover in a given workweek the hourly amount of elective contributions to the Participating Class Members Central Pension Fund multiplied by 1.5 (the "Additional Overtime Per Hour"), which will then be multiplied by the number of overtime hours worked in a workweek (collectively, the "Additional Overtime Owed Per Week"). The Additional Overtime Owed Per Week will be calculated for each Participating Class Member for each workweek in the Class Period as defined herein and will not include any time period during which the overtime premium was calculated including the elective contributions to the Participating Class Members Central Pension Fund.

According to Defendants' records, you worked <<Workweeks>> Workweeks during the Class Period.

Based on your number of Workweeks, your estimated Individual Settlement Payment is \$<<EstimatedAward>>, subject to state and federal tax withholdings.

Procedure for Disputing Information: If you wish to dispute the number of Workweeks attributed to you as listed above, you must mail this Share Form to the Settlement Administrator stating the reasons why you dispute your number of Workweeks and provide any supporting documentation that you have (e.g., paystubs). Your letter should also include the estimated number of weeks that you claim to have performed work for Defendants during the Class Period.

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than March 14, 2026.

Trainer v AHN Settlement Administrator
c/o Rust Consulting Inc – 9104
PO Box 2396
Faribault, MN 55021-9096

Defendants' records regarding the number of Qualified Workweeks will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Qualified Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.



