

## SETTLEMENT AGREEMENT

The Named Plaintiffs to the Action (as defined herein), individually and on behalf of all Class Members (as defined herein), and Defendant West Penn Allegheny Health System, Inc. and Allegheny Health Network (“Defendants,” and, collectively with Named Plaintiffs, “Parties”), agree to the terms of this joint settlement agreement and release (the “Settlement” or the “Agreement”).

### **I. DEFINITIONS**

For the purposes of the Settlement, any word or phrase that is presented in initial capital letters (e.g., Class Member), is a word or phrase defined herein.

1. “Action” shall mean the civil action currently pending in U.S. District Court for the Western District of Pennsylvania, Pittsburgh Division, entitled *Richard Trainer, et al. v. West Penn Allegheny Health System, Inc., et al.*, Case No. 2:23-cv-1237 (W.D. Pa.).

2. “Check Cashing Period” shall mean the 180-day period commencing the date on which the Settlement Proceeds are mailed to the Class Members. After the 180-day Check Cashing Period, any uncashed proceeds shall be returned to Defendants.

3. “Class Counsel” shall mean Kobylnski + Kobylnski.

4. “Class Member” shall mean all Named Plaintiffs, plus all current and former employees of Defendants who are subject to a bargaining agreement between Allegheny General Hospital and the International Union of Operating Engineers, AFL-CIO, Local 95, and have made contributions to the Central Pension Fund in any workweek in which they worked overtime during the Class Period.

5. “Class Period” shall mean the period from May 24, 2020 through January 31, 2025.

6. “Settlement Share”, “Settlement Proceeds”, or “Individual Settlement Payment” shall mean the amount of money allocated to each Class Member.

7. “Plaintiffs” and shall mean the individuals explicitly named as Plaintiffs to the Action in the Second Amended Complaint.

8. “Employer’s Share of Taxes” is the normal taxes Defendant is responsible for paying to the appropriate taxing authorities separate and apart from the wages paid to the Class Members for their work for Defendant. The Employer’s Share of Taxes to be paid related to the Net Settlement Amount is not included in the Gross Settlement Amount. Defendants shall be responsible for working with the Settlement Administrator to determine and fund the appropriate tax amounts separate and apart from the Gross Settlement Amount.

9. “Final” shall mean the latest of the following dates, as applicable: (1) the date the Court dismissed the Action; (ii) the date of the Final Approval Order; and (iii) the date upon which any appeal or dispute regarding the settlement is resolved.

10. “Final Approval Order” shall mean the order granting final approval of the class action settlement entered by the Court.

11. “Gross Settlement Amount” shall mean the settlement amount of \$70,000.00 that represents the maximum amount that Defendants could be obligated to pay in connection with the Settlement. From the Gross Settlement Amount will be deducted Class Counsels’ attorneys’ fees and expenses (including all attorneys’ fees and expenses incurred to date and to be incurred in

documenting the Settlement, securing Court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action), which amount to \$20,000.00. The Gross Settlement Amount does not include the costs of the Settlement Administrator, which will be paid by Defendants separate from the Gross Settlement Amount.

12. “Individual Settlement Payment” shall mean the Settlement Proceeds provided to an individual Class Member.

13. “Named Plaintiff” shall mean the Class Members who executed the January 31, 2025 Memorandum of Understanding attached here to as **Exhibit A**.

14. “Net Settlement Amount” or “Settlement Proceeds” shall refer to the Gross Settlement Amount minus Class Counsel’s attorneys’ fees and expenses.

15. “Notice” shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit B-1**. It is the Notice, approved by the Parties and subject to Court approval, which the Settlement Administrator will mail and email to each Class Member explaining the terms of the Settlement.

16. “Parties” shall mean the Defendants and the Named Plaintiffs.

17. “Participating Class Members” shall mean Class Members who do not submit a written and valid Opt Out.

18. “Opt Out” refers to the process by which a Class Member must timely and properly submit a written notice to the Settlement Administrator to exclude himself or herself from the Settlement herein, as well as to prevent the release of his/her claims raised in this Action.

19. “Response Deadline” is sixty (60) calendar days from the mailing of the Class Notice and Share Form to Opt Out of the Settlement.

20. “Settlement” shall mean this settlement agreement between the Parties, which, with Court approval, is intended to provide the terms relevant to the resolution of the Action regarding all Participating Class Members.

21. “Settlement Administrator” shall mean the Settlement Administrator that the Defendants select to perform the duties set forth in this Settlement, subject to the Court approval. As of the date of execution, Defendants have preliminarily engaged, and Plaintiffs do not oppose, Rust Consulting, Inc. (“Rust”), as Settlement Administrator. In the event Rust is unable to serve as Settlement Administrator for any reason, Defendants will select a comparable service for settlement administration.

22. “Settlement Effective Date” shall mean the date by which both the following have occurred: (i) the Parties (or any one of them) have not voided this Settlement and (ii) the Court has granted a Final Approval Order.

23. “Share Form,” shall mean a form in substantially the form as **Exhibit B** attached hereto. It is the Share Form, approved by the Parties and subject to Court approval, which the Settlement Administrator will mail to each Class Member explaining the Class Member’s estimated Individual Settlement Payment.

## **II. TERMS OF SETTLEMENT**

24. Approval of Settlement Process. The Parties will work together to reach an agreement as to the appropriate methods to dismiss the case and approve the settlement, which the



Parties anticipate will include a Joint Motion to Approve the Settlement before the Court and a contemporaneously filed Joint Motion to Amend the Complaint with a Third Amended Complaint that states that the scope of the Rule 23 Class is the definition of “Class Member” as provided herein.

25. Checks Cashied Process: Participating Class Members will receive a check pursuant to this Settlement as set forth herein. If any Participating Class Members do not cash their checks within the 180-day Check Cashing Period, any amounts associated with those Class Members’ uncashed checks shall be returned to Defendant.

26. Class Counsel’s Attorneys’ Fees: The Parties agreed and separately negotiated attorney fees for this matter to be \$20,000.00, deducted from the Gross Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to their fees and expenses.

27. Distribution and Allocations to Class Members: Distribution of the Settlement Proceeds shall be made by the Settlement Administrator as follows:

(a) After deduction of Class Counsel’s Attorneys’ Fees, the Settlement Proceeds shall be available to be distributed to the Participating Class Members.

(b) 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 Plaintiff shall recover in a given workweek the hourly amount of elective contributions to the Plaintiffs’ 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 Plaintiff 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 Plaintiffs’ Central Pension Fund. In addition, 100% of the Additional Overtime Owed Per Week will be added as a liquidated damage. The total for each Participating Class Member shall be referred to as an “Individual Settlement Payment.” The Settlement Administrator and/or Class Counsel shall provide Defendant’s counsel with a table showing the above calculation and the resulting Settlement Share for each Class Member.

(c) One-half (50%) of every Individual Settlement Payment will represent wages allegedly due and will be subject to required legal deductions and reported on a Form W-2. The other one-half (50%) of every Individual Settlement Payment will represent alleged penalties and interest and will be reflected on a Form 1099. The W-2s and 1099s will be prepared by the Settlement Administrator.

(d) In the event that, based on the data provided, the aggregate of the Individual Settlement Payments owed exceeds \$50,000, the overages will be deducted from each Individual Settlement Payment on a *pro rata* basis.

(e) Defendants warrant that the information provided to the Settlement Administrator will be identical to the information defendants maintain in its payroll accounting system and in records issued to Class Members.

28. Settlement Payment Date: Within thirty (30) days after the Settlement Effective Date, Defendant shall fund the Settlement into a Qualified Settlement Fund established by the Settlement Administrator. Within fourteen (14) days after Defendant funds the Settlement, the Settlement Administrator shall mail the Individual Settlement Payments to eligible Participating Class Members, pay the appropriate taxes to the appropriate taxing authorities, and make payment of Court-approved attorneys' fees and costs to Class Counsel.

### **III. NOTICE TO THE CLASS MEMBERS**

29. Within sixty (60) days following the execution of the Settlement Agreement and the Court's preliminary approval of the Settlement, including approval of the Settlement Administrator, Defendant will provide the Settlement Administrator and Class Counsel with the names, last known addresses, email addresses, phone numbers, and Social Security numbers for all Class Members.

30. The Settlement Administrator will use reasonable tracing to verify the accuracy of the addresses before the initial mailing and emailing to ensure that the Notice is sent to Class Members at the addresses most likely to result in prompt receipt. It will be conclusively presumed that if an envelope so mailed has not been returned within thirty (30) days of the mailing that the Class Member received the Notice. With respect to envelopes returned as undeliverable, the Settlement Administrator will use reasonable diligence to obtain a current address and re-mail the envelope to such address. An identical reminder Notice shall be mailed and emailed 30 days into the notice period. The Notice Period and Opt-Out Period shall be at least 60 days. *See generally Exhibit B.*

31. Defendants shall provide the Court, at least five (5) business days prior to the final fairness hearing, a declaration by the Settlement Administrator specifying the due diligence it has undertaken with regard to the mailing of the Notice.

### **IV. CLASS NOTICE DISSEMINATION PROCESS**

32. The Class Notice and Share Form distributed to Class Members, attached substantially hereto as **Exhibit B-1**, or as otherwise approved by the Court, shall be sent by the Settlement Administrator to each Class Member by first-class mail and email within fifteen (15) calendar days after the Settlement Administrator receives the information from Defendant as set forth above.

33. The Notice and Share Form will explain to Class Action Members who wish to receive their portion of the Settlement that they do not need to return the Share Form unless they wish to challenge their portion of the Settlement Proceeds. Each Participating Class Member will be bound for purposes of the Settlement in this Action by the releases set forth in this Settlement.

34. Class Members must Opt Out of the Settlement by the Response Deadline. A Class Member who has not elected to Opt Out by the Response Deadline shall have no standing to object to the Settlement and will not be entitled to be heard at the Final Approval Hearing.



35. The Class Notice shall inform Class Members how they may Opt Out of the Settlement. Any Class Action Member who properly requests to Opt Out will not be entitled to receive a Settlement Share and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Prior to the Response Deadline, any Class Action Member who has elected to Opt Out may withdraw that election by notifying the Settlement Administrator in writing that he or she wishes to be a Participating Class Member.

36. The Share Form must be postmarked by the Response Deadline if delivered to the Settlement Administrator by postage pre-paid U.S. first-class mail. If delivered by means other than mail, it must be received by the Settlement Administrator on or before the Response Deadline. The written objections to the Settlement must be signed by the Class Member. Class Counsel and Defendant's Counsel may mutually agree, but need not, in their respective sole discretion, to accept late-filed objections that are received prior to the Effective Date. Any objection to the Settlement that is (1) not postmarked by the Response Deadline, (2) not received by the Settlement Administrator by the fifth (5th) calendar day after the Response Deadline; (3) not received by other means by the Settlement Administrator by the Response Deadline; or (4) not signed by the Class Action Member is not considered a valid objection. The Settlement Administrator shall forward any objections received to counsel for all Parties within five (5) days of receipt, and Class Counsel shall file the objections and any responses thereto with the Court prior to the final fairness hearing.

37. If a Class Member disagrees with any of the information listed on his or her Share Form, the Class Member may dispute such information by returning a signed Share Form with a statement containing the total overtime hours that the Class Member believes he or she worked. The Class Member must attach documents to the Share Form to support his or her dispute. The Share Form with the disputed information and any documents must be received by the Response Deadline. The Share Form must include a telephone number to be used to contact the Class Member if necessary. The Settlement Administrator shall resolve the disagreement with the Participating Class Member using the employee records provided by Defendant and the Participating Class Member, in consultation with Defendant's Counsel.

38. Class Members who fail to submit a valid and timely request to Opt Out shall be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is finally approved by the Court.

39. The Settlement Administrator shall provide updates to Class Counsel and Defendant's counsel every week with (1) the number of undeliverable notices/forms; (2) the number of any Opt Outs; and (3) any disputes by Class Members. The Settlement Administrator shall provide the Opt Out submitted to all Counsel. The Settlement Administrator shall maintain documents sufficient to demonstrate whether a Class Member has or has not opted out, including any postmarked envelopes demonstrating that the Opt Out was or was not timely.

40. Within fifteen (15) days after the close of business of the Response Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a declaration including a statement of due diligence and proof of mailing and emailing of the Class Notice and Share Form to the Class Members and a statement as to the number of Opt Outs received. Class Counsel shall provide this information to the Court within its Motion for Final Approval of this Settlement.

41. For purposes of computing the Settlement Shares initially for purposes of sending the Share Form, the Settlement Administrator shall assume 100% participation of the Class. The Class Notice shall advise Class Members of the split percentage between W-2 and 1099 and that

Class Members should seek independent tax advice about the tax consequences of their Individual Settlement Payments.

42. The Settlement Administrator shall be responsible for issuing and mailing the checks for the Court-approved Individual Settlement Payments to the Participating Class Members, which it will send along with the Class Action Member Final Notice to Accompany the Settlement Check attached hereto as **Exhibit B-2**.

43. The Settlement Administrator shall be responsible for establishing the Qualified Settlement Fund, distributing the payments pursuant to this Settlement, for paying the applicable taxes to the appropriate taxing authorities, communicating with Defendants regarding their obligations for the employer's share of taxes.

## **V. RELEASE OF CLAIMS**

44. Released Claims by Class Members: In consideration of their Individual Settlement Payments and the other terms and conditions of the Settlement, and recognizing that there is a *bona fide* dispute regarding wages owed, among other things, each Participating Class Member (including the Named Plaintiffs) will irrevocably release and discharge Defendants and all of their affiliated agents, owners, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (the "Released Parties") from all wage and hour claims during the period from May 24, 2020 through January 31, 2025 (the "Class Period") asserted against Defendants, including claims for failure to pay overtime under Fair Labor Standards Act ("FLSA") (29 U.S.C. § 203, *et. seq.*); the Pennsylvania Minimum Wage Act; the Pennsylvania Wage Payment and Collection Law; and claims for exemplary damages, penalties, and interest, as well as attorneys' fees and costs, and any claims under any state federal or local law arising from the same factual predicates as alleged in the Lawsuit, to the fullest extent permitted by law. This Release does not release any claims that the law does not permit each Participating Class Member to release. Each Participating Class Member is responsible for appropriately reporting the proceeds received as a result of this Release on his/her taxes and agrees to hold the Released Parties harmless with respect to any dispute arising from or related to such reporting.

45. Additional Attorneys' Fees Released by Class Counsel: In consideration for their Court-approved attorneys' fees and expenses, Class Counsel waives any and all claims to any further attorneys' fees or costs in connection with the Action.

## **VI. NO EFFECT ON OTHER BENEFITS**

46. The Parties agree that the calculations made regarding the Settlement amounts and the pro-rata of the same among the Class Members, are for purposes of this Settlement only, and do not give rise to any other rights under any benefit plans or otherwise.

47. Payments under this Settlement shall not be considered compensation under any of Defendant's employee benefit plans.



## **VII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

48. Cooperation: The Parties and their counsel agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and to dismiss the Action with prejudice. The Parties further agree that neither they nor their counsel will solicit or otherwise encourage Class Members to object to or Opt Out of the Settlement.

49. Fair, Reasonable and Adequate Settlement: The Parties agree that the Settlement is fair, reasonable and adequate and will so represent to the Court.

50. Unopposed Motion for Preliminary Approval of Settlement: Defendants' Counsel will move the Court for an Order Granting Preliminary Approval of the Settlement and Notice substantially in the following form which Defendants shall not oppose:

- (a) Setting a date for a fairness hearing on the question whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class;
- (b) Approving as to form, content and distribution of the proposed Notice;
- (c) Directing the mailing of the Notice to the Class Members;
- (d) Preliminarily approving the Settlement;
- (e) Approving a Third Amended Complaint that clarifies the scope of the Rule 23 Class to conform to the definition of Class Members herein;
- (f) Preliminarily certifying a class consisting of Named Plaintiffs and Class Members for purposes of Settlement only;
- (g) Approving Kobylinski + Kobylinski, as Class Counsel; and
- (h) Approving Defendants' selected third-party administrator as Settlement Administrator.

## **VIII. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

51. Following final approval of the Settlement by the Court, Defendants' Counsel will submit a proposed Final Judgment substantially in the following form:

- (a) Certifying a Settlement Class consisting of Named Plaintiffs and Participating Class Members for purposes of Settlement only;
- (b) Approving the Settlement, adjudging the terms to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (c) Dismissing the Action on the merits and with prejudice and permanently barring all Class Members and Plaintiff from prosecuting any and all Released Claims.

## **IX. PARTIES' AUTHORITY**

52. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

## **X. MUTUAL FULL COOPERATION**

53. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the cooperation of Defendants and their counsel, take all steps necessary to secure the Final Approval Order.

## **XI. NO PRIOR ASSIGNMENTS**

54. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement.

## **XII. NO ADMISSION**

55. Nothing contained in this Settlement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Defendants deny any such liability. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

56. This Settlement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

## **XIII. ENFORCEMENT ACTIONS**

57. In the event that one or more of the Parties institutes any legal action against any other party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful party or Parties reasonable attorneys' fees and costs, including expert witness fees and costs incurred in connection with any enforcement actions.

## **XIV. NOTICES**

58. Unless otherwise specifically provided, all notices, demands or other communications shall be in writing and shall be deemed to have been duly given as of the fifth (5th) business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class:

David M. Kobylinski, Esq.  
Kobylinski + Kobylinski  
304 Ross Street, Ste 510  
Pittsburgh, PA 15219  
[dave@koby.law](mailto:dave@koby.law)

To Defendants:



Christopher S. Bouriat, Esq.  
Joshua R. Sallmen, Esq.  
REED SMITH PC  
225 Fifth Avenue  
Pittsburgh, PA 15222  
[cbouriat@reedsmith.com](mailto:cbouriat@reedsmith.com)  
[jsallmen@reedsmith.com](mailto:jsallmen@reedsmith.com)

**XV. VOIDING THE AGREEMENT**

59. If this Settlement is not approved then this Settlement will become null and void, no payment under this Settlement will be made, and the Settlement shall not be used nor be admissible in any subsequent proceeding either in this Court or in any other Court or forum, nor shall there be any certification of the Class, as it is being requested here solely for the purposes of this Settlement.

**XVI. CONSTRUCTION**

60. The Parties agree that the terms and conditions of this Settlement are the result of intensive arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement.

**XVII. CAPTIONS AND INTERPRETATIONS**

61. Paragraph titles or captions contained in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Settlement is contractual and not merely a recital.

**XVIII. MODIFICATION**

62. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties, and approved by the Court.

**XIX. INTEGRATION CLAUSE**

63. This Settlement contains the entire agreement between the Parties, and, once it is fully executed, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

**XX. VOLUNTARY AGREEMENT/CONSULTATION WITH LEGAL COUNSEL**

64. Each Party expressly declares and represents that it has read and understood the meaning of the terms and conditions contained in this Settlement, that such Party has consulted with their own legal counsel prior to executing this Settlement, and that neither Party is relying on the representation or warranty, whether express or implied, of the other Party in entering into this Settlement other than the promises and consideration detailed herein. Each Party further declares and represents that it fully understands the content and effect of this Settlement and that such Party

approves and accepts the terms and conditions contained herein, and that this Settlement is executed freely and voluntarily without coercion and with approval of counsel.

**XXI. BINDING ON ASSIGNS**

65. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

**XXII. CLASS COUNSEL SIGNATORIES**

66. It is agreed that it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the release for those Class Members who do not Opt Out.

**XXIII. COUNTERPARTS**

67. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, either by original signature, facsimile signature, or electronic Docu-Sign signature, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

**XXIV. RIGHT OF APPEAL**

68. The Parties agree to waive all appeals from the Court's Final Approval Order of this Settlement with the following exception: Should the Court issue an Order that materially modifies the Settlement and Final Approval Order or outright declines to issue Final Approval Order of this Settlement, the Parties agree that either Party may appeal such an Order in order to restore and/or seek a Final Approval Order.

**XXV. CLASS CERTIFICATION**

69. The Parties agree that the stipulation of class certification is for the purposes of this Settlement only and if for any reason the Settlement is not approved, the Settlement will be of no force or effect, the class will not be certified, and no payment will be made. The Parties agree that certification for settlement purposes is in no way an admission that class certification is proper and that evidence of this stipulation for settlement purposes only will not be deemed admissible in this or any other proceeding.

**XXVIII. NO RETALIATION**

70. Defendants agree that they will not engage in discrimination or retaliation of any kind against any Class Member for choosing to participate or not participate in this Settlement.

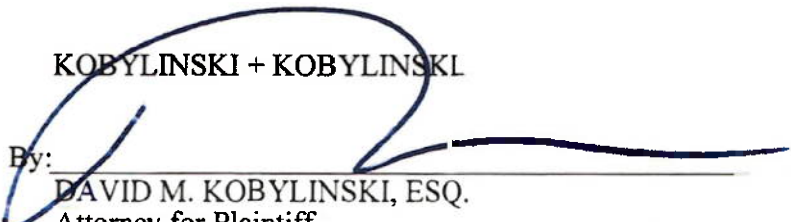


COUNSEL AND THE PARTIES


DATED: 10/16/2025 REED SMITH LLP

By:   
CHRISTOPHER BOURIAT, ESQ.  
Attorney for Defendant

DATED: 9/25/25 KOBYLINSKI + KOBYLINSKI

By:   
DAVID M. KOBYLINSKI, ESQ.  
Attorney for Plaintiff

DATED: 10/17/2025

By:   
ALLEGHENY HEALTH NETWORK  
WEST PENN ALLEGHENY HEALTH SYSTEM,  
INC.  
DEFENDANTS

By: MARK NUSSBAUM  
Its: ABH - CHIEF OPERATING OFFICER

**Exhibit B-1 (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:**   «First\_Name» «Last\_Name»

**Re:**   Your Right to Overtime Pay from Settlement with Defendants

**THE AMOUNT OF THE ESTIMATED SETTLEMENT PAYMENT IF THE COURT GRANTS FINAL APPROVAL: \$ \_\_\_\_\_**

*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:**

<b>You May:</b>	<b>Description:</b>
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 &amp; 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 XXX. Your statement ("Request for Exclusion") must also contain your</p>

You May:	Description:
	<p>name, address, telephone number, date and signature. It must be returned by mail to the Settlement Administrator, at this address:</p> <p style="text-align: center;">[INSERT]</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>
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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p style="text-align: center;">ADMINISTRATOR.</p> </div> <div style="width: 30%;"> <p>David M. Kobylinski, Esq.</p> <p>Kobylinski + Kobylinski</p> <p>304 Ross Street, Ste 510</p> <p>Pittsburgh, PA 15219</p> </div> <div style="width: 30%;"> <p>Christopher S. Bouriat, Esq.</p> <p>Joshua R. Sallmen, Esq.</p> <p>Reed Smith LLP</p> <p>225 Fifth Avenue</p> <p>Pittsburgh, PA 15222</p> </div> </div> <p style="margin-top: 20px;">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 XXX.</p>



You May:	Description:										
	<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>										
<p>Attend The Final Approval Hearing – Not Required.</p>	<p>It is not required, but you may attend the hearing regarding the final disposition of this settlement. The hearing will be held on XXX at XXX at XXX. 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="378 678 1089 919"> <tr> <td data-bbox="378 678 699 709">David M. Kobylinski, Esq.</td><td data-bbox="756 678 1089 709">Christopher S. Bouriart, Esq.</td></tr> <tr> <td data-bbox="378 747 675 779">Kobylinski + Kobylinski</td><td data-bbox="756 709 1040 741">Joshua R. Sallmen, Esq.</td></tr> <tr> <td data-bbox="378 816 670 848">304 Ross Street, Ste 510</td><td data-bbox="756 741 959 772">Reed Smith LLP</td></tr> <tr> <td data-bbox="378 886 634 917">Pittsburgh, PA 15219</td><td data-bbox="756 772 1011 804">225 Fifth Avenue</td></tr> <tr> <td></td><td data-bbox="756 804 1011 835">Pittsburgh, PA 15222</td></tr> </table>	David M. Kobylinski, Esq.	Christopher S. Bouriart, Esq.	Kobylinski + Kobylinski	Joshua R. Sallmen, Esq.	304 Ross Street, Ste 510	Reed Smith LLP	Pittsburgh, PA 15219	225 Fifth Avenue		Pittsburgh, PA 15222
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Pittsburgh, PA 15219	225 Fifth Avenue										
	Pittsburgh, PA 15222										
<p>Objecting to the Class Action Settlement Is Different from Excluding Yourself from the Class Action Settlement</p>	<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, the 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,</p>										

You May:	Description:
	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.

### **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 believe their pay practices are fully compliant with all laws and that the class members 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 **XXX** via Zoom at **XXX**.

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

**Exhibit B-2 (Class Action Member Final Notice to Accompany the Settlement Check)**

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

**To:**    «First\_Name» «Last\_Name»

**Re:**    **Settlement with Allegheny Health Network and West Penn Allegheny Health System, Inc. for Your Overtime Wage Claims**

The Parties have agreed to settle your claims in this Action. The Parties reached this Settlement after months of negotiations, during which each side recognized the risk of an uncertain outcome. The Parties presented the proposed Settlement to the Court for approval. On XXX, the Court finally approved the Settlement as fair and reasonable.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants or any Released Party that the claims in the Action have merit or that it has any liability to Plaintiffs or the proposed class or collective on those claims. Defendants and the Released Parties have denied and continue to deny any such liability and maintain that they complied with all applicable laws.

The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Parties and their counsel have determined that the settlement is fair, reasonable, and adequate and is in the best interests of the members of the class.

Enclosed are two checks for a total of \$XXX, less applicable taxes and withholdings, representing your 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 agreed-upon attorneys' fees from the total Settlement Amount.

**YOU HAVE 180 DAYS TO ENDORSE AND DEPOSIT THIS CHECK. IF YOU DO NOT CASH THE CHECK, YOU WILL NOT BE ENTITLED TO ANY COMPENSATION FROM DEFENDANTS, AND THIS MONEY WILL BE RETURNED TO DEFENDANTS.**

Because you have not opted out of the lawsuit pursuant to the procedure prescribed in the Notice mailed to this address dated XXX, you will have agreed to releasing Releasees from all wage and hour claims or related causes of action—arising from May 24, 2020 to January 31, 2025 which have been asserted in the Action, including but not limited to claims arising under the Fair Labor Standards Act (“FLSA”), the Pennsylvania Minimum Wage Act, Pennsylvania Wage Payment & Collection Law, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

You will not have to pay Class Counsel any money directly. Defendants are paying attorneys' fees and costs as part of the settlement.

Please remember that you are responsible for ensuring compliance with tax requirements relating your share of the settlement and your settlement check. For tax reporting purposes, any payments made pursuant to the Settlement shall be allocated as follows: (a) fifty percent (50%) shall be



deemed payment in settlement of claims for unpaid wages (W-2 wages); and (b) fifty percent (50%) shall be deemed payment in settlement of claims for penalties, liquidated damages, interest, and all other non-wage recovery (1099 payment). The Settlement Administrator will be responsible for issuing all tax forms and reporting payment to the appropriate federal, state or local agencies.

If you have questions, please contact:

David M. Kobylinski, Esq.

Kobylinski + Kobylinski

304 Ross Street, Ste 510

Pittsburgh, PA 15219

(412) 281-6600