

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------------|---|-----------------------------------|
| BRETT STEWART, on behalf of himself |) | |
| and all others similarly situated, |) | Civil Action No. 2:21-cv-01788-CB |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | <i>ELECTRONICALLY FILED</i> |
| A.P.I., INC., API CONSTRUCTION |) | |
| COMPANY, and API GROUP, INC., |) | |
| |) | |
| Defendants. |) | |
| |) | |

CLASS ACTION SETTLEMENT AGREEMENT

The following Class Action Settlement Agreement (“Agreement”) is entered into between Plaintiff (as defined below) and Defendants (as defined below).

WHEREAS, Plaintiff, Brett Stewart, filed a complaint against Defendants, A.P.I. Inc., APi Construction Company, and APi Group, Inc., alleging Defendants violated the Pennsylvania Minimum Wage Act, as amended, 43 P.S. §§ 333.101 to 333.115 (hereinafter the “PMWA”) by failing to pay Mr. Stewart and the putative class members overtime wages during their employment at the petrochemical facility being constructed for Shell Chemical Appalachia LLC (hereinafter the “Project”), in Monaca, Pennsylvania for certain pre-shift and post-shift work activities;

WHEREAS, Defendants deny liability and contend that Plaintiff received all wages due under the PMWA for work completed at the Project;

WHEREAS, the Parties agreed to mediate this Action in an effort to avoid the mutual risks inherent in lengthy proceedings over class certification, the merits of Plaintiff’s claims and allegations and Defendants’ denials and defenses thereto, and the likely appeal of any future decision(s) rendered by the Court;

WHEREAS, the Parties agreed to and engaged in pre-mediation and confidential sharing of information that included the production of relevant timekeeping and payroll data for all non-exempt employees who worked at the Project in Monaca, Pennsylvania from November 3, 2018 through November 27, 2022.

WHEREAS, the Parties reached a settlement at their mediation, and determined that the terms and conditions agreed upon at mediation would be finalized through a written settlement agreement as set forth herein;

WHEREAS, Plaintiff and his legal counsel have determined, based upon all the facts and circumstances surrounding Plaintiff's claims and allegations, Defendants' defenses and denials, and the underlying and surrounding litigation, that the Parties' settlement agreement described herein is fair, reasonable, and equitable;

WHEREAS, while Defendants have at all times denied—and continue to deny—Plaintiff's claims and allegations, and deny any wrongdoing whatsoever, they chose to resolve this Action to avoid further litigation risks and delays, continued expense, inconvenience, and interference with ongoing business operations;

WHEREAS, this Agreement is subject to and conditioned upon final approval by the Court and the other conditions specified herein;

NOW THEREFORE, it is hereby **STIPULATED** and **AGREED** by and between the undersigned Parties that the Action is settled, subject to the Court's approval, pursuant to the following terms and conditions:

1. Definitions.

“Action” means the above-captioned litigation.

“**Agreement**” means this Class Action Settlement Agreement, inclusive of all attachments.

“**Class Counsel**” means Jubelirer, Pass and Intrieri, P.C. (219 Fort Pitt Boulevard, Pittsburgh, Pennsylvania 15222).

“**Class Members**” mean Plaintiff and all other non-exempt employees employed by Defendants who worked for Defendants at the Project during any workweek from November 3, 2018 through November 27, 2022. These 660 individuals are listed in Exhibit A.

“**Court**” means the United States District Court for the Western District of Pennsylvania.

“**Defendants**” means A.P.I., Inc., APi Construction Company, and APi Group, Inc.

“**Defense Counsel**” means Jackson Lewis, P.C. (1001 Liberty Avenue, Suite 1000 Pittsburgh, Pennsylvania 15222).

“**Effective Date**” means the later of: (i) the day after expiration of the time for appeal from the Court’s order granting final approval of this Settlement or (ii) if a timely appeal from such order is instituted and such order is affirmed, the day after the expiration of any time period for any further appeal or judicial review.

“**Fairness Hearing**” means the hearing conducted by the Court for the purpose of determining whether to grant final approval of the Settlement.

“**Gross Settlement Amount**” means \$1,050,000.00.

“**Final Approval Date**” means the date on which the Court docketed an order approving the Settlement as fair and reasonable and dismissing the Action with prejudice.

The motion seeking final approval of the Settlement will include for the Court's convenience an agreed-upon proposed Final Approval Order.

“Net Settlement Fund” means [Gross Settlement Amount] *minus* [any Court-approved contingent payments to Class Counsel for attorneys' fees, litigation expenses, and settlement administration expenses] *minus* [settlement administration costs] *minus* [any Court-approved service payment to Plaintiff]. If the Court approves Class Counsel's request, a total of \$350,000.00 in attorneys' fees, \$37,087.63 in costs, \$18,000.00 for settlement administration costs, and a \$10,000.00 service payment for Plaintiff, will be deducted from the Gross Settlement Fund. The Net Settlement Fund will equal \$634,912.37.

“Notice Form” means the form attached as Exhibit B.

“Notice Mailing Date” means the date on which the Notice Form is originally mailed.

“Participating Class Members” mean all Class Members (including their respective agents, employees, successors, heirs, spouses, administrators, executors, partners, assigns, and all of their past, present, and future representatives and predecessors) who (1) do not timely and correctly exclude themselves from the Settlement by following the procedures described in Section 8 below and Section 8 of the Notice Form, and (2) submit a valid, timely claim by following the procedures described in Section 9 below and Section 9 of the Notice Form.

“Parties” mean Plaintiff and Defendants.

“Plaintiff” means Brett Stewart.

“**Preliminary Approval Date**” means the date on which the Court docketed an order preliminarily approving the Settlement and authorizing the distribution of the Notice Form to the Class Members. The motion seeking preliminary approval of the Settlement will include for the Court’s convenience an agreed-upon proposed order.

“**Project**” means the petrochemical facility in Monaca, Pennsylvania being constructed for Shell Chemical Appalachia LLC.

“**Settlement**” means the terms, conditions, and obligations described in this Agreement.

“**Settlement Administrator**” means American Legal Claims Services LLC. All payments to the Settlement Administrator will be paid from the Gross Settlement Fund.

“**Settlement Share**” means, for each individual Class Member, the amount determined by the following formula: [(individual Class Member’s Hours Worked for Defendants on the Project) *divided by* (all Class Members’ combined Hours Worked for Defendants on the Project)] *multiplied by* [the Net Settlement Fund]. This amount is provided for each Class Member in Exhibit A.

2. Conditions Precedent.

This Settlement is conditioned upon: (a) the Court’s entry of an order granting final approval of this Settlement; and (b) passage of the Effective Date.

3. Maximum Settlement Payment.

Defendants’ maximum monetary payment under this Settlement is \$1,050,000 *plus* a payment covering those payroll taxes and withholdings ordinarily borne by employers, including but not limited to the employer’s share of Federal Insurance Contributions Act (“FICA”) taxes, on payments to Participating Class Members as calculated by the

Settlement Administrator, subject to validation and approval by Defendants, pursuant to Section 11 below *minus* any Settlement Shares attributable to Class Members who timely and correctly exclude themselves from the Settlement by following the procedures described in Section 8 below and Section 8 or the Notice Form. Defendants will make this Maximum Settlement Payment to the Settlement Administrator within thirty (30) days of the Effective Date.

4. Release by All Participating Class Members.

In consideration of the settlement payment made by Defendants in Section 3 above, their eligibility to claim their allocated Settlement Share, and any other relief described herein and upon passage of the Effective Date, Plaintiff and all Participating Class Members release and forever discharge Defendants (including, their owners, predecessors, successors, assigns, agents, directors, officers, board members, employees, representatives, attorneys, parents, subsidiaries, fiduciaries, affiliated divisions and companies), whether under federal or state law, from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, which arose on or before November 27, 2022 and were pled in the Action or are reasonably related to claims that could have been pled in the Action, including all such claims related in any way to the calculation or payment of wages under the Pennsylvania Minimum Wage Act, the Pennsylvania Wage Payment and Collection Law, the Fair Labor Standards Act, all as amended, and their implementing regulations, or any other statutory or common-law theory for wages or overtime, and benefits related thereto, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. This includes, but

is not limited to, such claims as: failure to pay overtime based on the regular rate of pay; failure to properly calculate compensable time worked; failure to compensate for all time worked; failure to provide compliant meal or rest breaks or to pay for missed, interrupted, or shortened breaks; failure to provide accurate, complete, or timely wage statements; failure to provide accurate or timely wage notices; and failure to pay or reimburse for business expenses.

5. Preliminary Approval.

Plaintiff shall file an unopposed motion with the Court requesting preliminary approval of the Settlement and class certification (for settlement purposes only), subject to Defendants' prior review and approval. Prior to filing, Class Counsel shall send their draft proposed unopposed motion to Defense Counsel for review and approval. The motion filed with the Court will attach the Settlement Agreement, a list of all 660 Class Members (each with an anonymized identification number) and their individual Settlement Share attached as Exhibit A, a proposed Notice Form substantially in the form attached as Exhibit B, and a proposed preliminary approval order in a form agreeable to all parties.

6. Class Notice.

Within fourteen (14) calendar days after the Preliminary Approval Date, Defendants will deliver to the Settlement Administrator an Excel spreadsheet containing the following information for each Class Member: name; last known residential mailing address; and, to the extent available, last known phone number, last known email address, and Social Security Number. Class Counsel will also provide any names and updated contact information for Class Members it has received from the Class Members since the litigation was commenced. Within twenty-one (21) calendar days after the Preliminary

Approval Date, the Settlement Administrator will send by first-class mail the Notice Form to each Class Member. If the Postal Service returns any Notice Form to the Settlement Administrator with a forwarding address, the Settlement Administrator will promptly re-mail the Notice Form to the forwarding address. If the Postal Service returns any Notice Form to the Settlement Administrator as undeliverable without a forwarding address, the Settlement Administrator shall use the email address or phone number to attempt to locate the Class Member. In addition, the Settlement Administrator shall trace the address not less than two times (unless the first time is successful) to obtain a new address and re-mail the Notice Form by First Class U.S. Mail. The Settlement Administrator will make reasonable efforts to obtain an updated address and promptly re-mail the Notice Form to any updated address.

7. Objections to the Settlement.

Class Members who object to the Settlement must do so in writing. Written objections must be mailed to the Settlement Administrator pursuant to the instructions in the Notice form and must be postmarked on or before the date falling ninety (90) days after the Notice Mailing Date. Within ninety-five (95) days of the Notice Mailing Date, the Settlement Administrator will deliver to Class Counsel and Defense Counsel all received objections. Class Counsel will file all objections (with all Class Member contact information redacted) with the Court prior to the Fairness Hearing.

8. Opting Out of the Settlement.

Class Members who wish to opt out of the Settlement must do so in writing. Written elections to opt out must be mailed to the Settlement Administrator pursuant to the instructions in the Notice form and must be postmarked on or before the date falling ninety

(90) days after the Notice Mailing Date. Within ninety-five (95) days of the Notice Mailing Date, the Settlement Administrator will deliver to Class Counsel and Defense Counsel all opt-outs received. Class Counsel will file all opt-outs received (with all Class Member contact information redacted) with the Court prior to the Fairness Hearing.

9. Making a Settlement Claim

Class Members who wish to submit a claim for their share of the Net Settlement Fund must submit a Claim Form in writing. Claim Forms must be mailed to the Settlement Administrator pursuant to the instructions in the Notice form and must be postmarked on or before the date falling ninety (90) days after the Notice Mailing Date. Within ninety-five (95) days of the Notice Mailing Date, the Settlement Administrator will deliver to Class Counsel and Defense Counsel all Claim Forms received.

10. Fairness Hearing.

The Court will conduct the Fairness Hearing at a time to be determined by the Court. The Parties will request that the Court conduct this hearing within thirty (30) calendar days after the deadline for Objections outlined in Section 7 above. This hearing shall be subject to adjournment by the Court without further notice to Class Members other than that which may be posted by the Court.

11. Payments to Participating Class Members.

To be considered a Participating Class Member and recover wages via his/her allocated Settlement Share, a Class Member must submit a valid, timely claim as set forth in Section 9 above. Within thirty (30) days after the Effective Date, the Settlement Administrator will tender wages via check mailed to each Participating Class Member in the amounts calculated by the Settlement Administrator as equaling his/her Settlement

Share. The Settlement Administrator will treat all payments to the Participating Class Members as wage income and will withhold from such payments all federal, state, and local income taxes and all payroll taxes and withholdings ordinarily borne by employees. These payroll checks will not be reduced to cover those taxes and withholdings ordinarily borne to employers (such as, for example, workers' compensation insurance withholdings, unemployment insurance withholdings, and the employer's social security contributions), which will be paid separately by Defendants to the Settlement Administrator. If the Postal Service returns any check to the Settlement Administrator with a forwarding address, using supplied emails and phone numbers, the Settlement Administrator will promptly re-mail the check to the forwarding address. If the Postal Service returns any check to the Settlement Administrator without a forwarding address, the Settlement Administrator will make reasonable efforts to obtain an updated address and promptly re-email the check to any updated address. Participating Class Members who fail to cash their settlement check within one-hundred twenty (120) days will still be bound by the release discussed in Section 4 above. The Settlement Administrator will issue and deliver an IRS W-2 reflecting these payments to Participating Class Members. All unclaimed portions of the Net Settlement Fund and any settlement checks that remain uncashed more than one-hundred twenty (120) days after the initial date of mailing (the "Unclaimed Funds"), shall be paid by the Settlement Administrator as a *cy pres* donation to tax-exempt union apprenticeship training funds. Fifty percent (50%) of the Unclaimed Funds will be donated to the Journeymen Apprentice Training Fund for the Sheet Metal Industry of Western Pennsylvania—a tax-exempt union apprenticeship training fund. The remaining fifty

percent (50%) percent of the Unclaimed Funds will be donated to union apprenticeship training funds located within the United States of America and selected by Defendants.

12. Service Payment to Plaintiff.

Class Counsel will ask the Court to approve the payment to Plaintiff of a \$10,000.00 Service Payment. This Settlement is not contingent upon the Court's approval of such requested payment. Defendants will not oppose this request, which is contingent upon Plaintiff not objecting to or excluding himself from the Settlement. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall pay to Plaintiff a Service Payment in the amount approved by the Court. The Settlement Administrator will treat any Service Payment as non-wage income and issue and deliver to Plaintiff an IRS Form 1099 reflecting any Service Payment. If the Court disapproves any portion of the Service Payment to Plaintiff, then the disapproved monies will be used to enhance, on a *pro rata* basis, the Settlement Shares in Exhibit A allocated to each Participating Class Member.

13. Covenant Not to Sue Individually or as Part of a Class or Collective.

A "covenant not to sue" is a legal term that means Plaintiff and the other Participating Class Members promise not to file any lawsuits against Defendants for any of the claims released in Section 4. In addition to those release provisions, Plaintiff and the other Participating Class Members agree never to sue either or all Defendants in any forum for claims, laws, or theories covered by their released claims, or to participate in any such proceeding as a collective action or class action member.

14. Payment to Class Counsel.

Class Counsel will ask the Court to approve the payment to Class Counsel the amount of \$350,000.00 in contingent attorneys' fees, and \$37,087.63 in costs. This Settlement is not contingent upon the Court's approval of such requested payment. Defendants will not oppose this request. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator will pay to Class Counsel any attorneys' fees and costs approved by the Court. The Settlement Administrator will issue to Class Counsel IRS Form 1099s reflecting their respective payments. If the Court disapproves any portion of Class Counsel's requested fees or expenses, the disapproved monies will be used to enhance, on a *pro rata* basis, the Settlement Shares in Exhibit A allocated to Participating Class Members.

15. Payment to Settlement Administrator.

Class Counsel will ask the Court to approve payment to the Settlement Administrator of the fees and costs associated with settlement administration. These costs will be paid by the Settlement Administrator to itself as approved by the Court. The Settlement Administrator will issue an IRS Form 1099 to itself for any such payments.

16. Dismissal with Prejudice.

Upon final approval of this Agreement by the Court, the Action, and Plaintiff's and the Participating Class Members' claims therein, will be dismissed with prejudice in its entirety. The Parties request that the Court retain jurisdiction to enforce this Agreement.

17. No Representations.

Except as expressly stated in this Agreement, no Party has made any statement or representation to any other Party regarding this Agreement, and, in entering into this

Settlement, neither Party relies on any statement, representation, or promise not described in this Agreement.

18. Consent.

Each Party has carefully read the Agreement and understands this Agreement and has received independent legal advice with respect to the Agreement. Prior to execution of this Agreement, each Party's attorney reviewed and executed the Agreement after independent investigation and without fraud, duress, or undue influence.

19. Successors.

This Agreement shall inure to the benefit of and be binding upon each Party's heirs, successors, and assigns.

20. No Assignments.

No Party has assigned or transferred, or purported to assign or transfer, to any other person or entity any rights or interests pertaining to this Action, this Settlement, or this Agreement. No Party may assign its rights under this Agreement. Any purported assignment contrary to the terms of this Agreement shall be null, void, and ineffective.

21. Negotiated Agreement.

This Agreement constitutes a negotiated contract and is the result of negotiation among the Parties, all of whom are represented by counsel. In interpreting this Agreement, there shall not be any presumption of interpretation against any Party.

22. No Admissions.

This Agreement is the result of a compromise between the Parties, and nothing in this Agreement constitutes an admission of liability or of the propriety of class certification by any Party with regard to the subject matter of the Action.

23. No Effect on Other Benefits.

The wages paid to Participating Class Members and additional payment to the Plaintiff do not create any credit or otherwise affect the calculation of benefits under, or contributions to, any benefit or compensation plan or program applicable to the Class Members, and no payment of wages made pursuant to the Settlement will be compensation or hours paid for purposes of such plans/programs, require any contribution or award under such plans/programs, or otherwise require or modify coverage, contributions, or benefits under such plans/programs, and the Participating Class Members will be deemed to have waived all such benefit, contribution, or compensation plan or program claims, whether known or unknown by them, as part of this Settlement.

24. Tax Liability.

Defendants, Defense Counsel, and Class Counsel make no representations as to the tax treatment or legal effect of the payments called for under this Agreement, and Plaintiff and Class Members are not relying on any statement or representation by Defendants, Defense Counsel, or Class Counsel in this regard. Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Agreement.

25. Final Approval Not Obtained.

If the Court declines to approve this Agreement, then it shall be null and void and each Party shall return to the *status quo ante*, including, but not limited to, Defendants' right to pursue fully any and all defenses to Plaintiff's claims including to oppose any motion for class certification; it being further agreed by the Parties that this Settlement

Agreement shall not be used in any way by any Party in any future class certification proceedings in this Action.

26. Duty to Defend.

The Parties will abide by all terms of this Agreement in good faith, will fully support the Agreement's approval and enforcement, and will defend the Agreement from any legal challenge, whether by appeal or collateral attack. If the Court disapproves the Settlement, then the Parties will work in good faith to modify the Settlement terms as reasonably necessary to obtain Court approval.

27. Warranty of Authority.

Each signatory below warrants and represents that he/she is competent and authorized to enter into this Agreement on behalf of the Party for whom he/she purports to sign.

28. Evidentiary Privilege.

This Agreement falls within the protection afforded compromises and offers to compromise under Federal Rule of Evidence 408 and Pennsylvania Rule of Evidence 408.

29. Applicable Law.

This Agreement will be governed, enforced, and interpreted according to Pennsylvania law.

30. Further Actions.

Going forward, the Parties will work in good faith to prepare and execute any documents deemed reasonably necessary to consummate, evidence, or confirm the terms of the Agreement and to ensure the prompt approval and administration of this Agreement.

31. Execution.

This document may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereby execute this Agreement on the dates indicated below.

DATE: 8-29-2024

Brett Stewart
Plaintiff, Brett Stewart

DATE: 08/29/2024

SAE Wri
Class Counsel, Jubelirer, Pass & Intrieri, P.C.

DATE: 9/4/2024

HAK
Defendants, A.P.I., Inc., API Construction Company, and API Group, Inc.

DATE: 9/4/2024

Daniel F. Thornton
Defense Counsel, Jackson Lewis, P.C.

EXHIBIT A
SETTLEMENT SHARES

| Name | Settlement Share |
|--------------------------|------------------|
| ABBONDANZA, JACOB | \$ 470.88 |
| ACEVES ALVAREZ, MARISELA | \$ 581.04 |
| ACOSTA AREVALO, DIANNIS | \$ 92.33 |
| ACOSTA, ARIANNI | \$ 812.08 |
| AGUILA, MACHADO, EDUARDO | \$ 192.21 |
| AGUILAR, ANTONIO | \$ 3,696.52 |
| AGUILAR, ISIDRO | \$ 1,133.13 |
| AGUIRRE, JOSE A | \$ 275.73 |
| ALBERT, STEVE P | \$ 161.16 |
| ALCANTAR, LARRY | \$ 258.94 |
| ALCURIA LABRADA, JOSE | \$ 241.73 |
| ALDANA PEREZ, NOLVIA | \$ 328.19 |
| ALEMAN PEREZ, NIURKA | \$ 319.79 |
| ALEXANDER, DANIEL EDWARD | \$ 504.45 |
| ALLEN, BERNELL | \$ 128.63 |
| ALMEIDA, ALDO | \$ 134.72 |
| ALT, ALEC R | \$ 717.23 |
| ALT, MATTHEW R | \$ 244.25 |
| ALT, ROBERT J | \$ 744.30 |
| ALVARADO, ELIAS | \$ 517.04 |
| ALVAREZ-LEAL, RODNEY | \$ 3,564.74 |
| AMEZQUITA, MIGUEL S | \$ 2,895.36 |
| ANTANTIS, JOSEPH | \$ 570.76 |
| ANTHONY, AUDARRISSY | \$ 172.07 |
| ANTHONY, ROBERT H | \$ 55.40 |
| ANTUNA, EDDY | \$ 1,405.71 |
| ANTUNA, LUIS | \$ 694.99 |
| ARMSTRONG, BRANDON R | \$ 4,656.11 |
| ARMSTRONG, BRIAN M | \$ 394.08 |
| AUFFANT VARGAS, ABIMAEAL | \$ 719.33 |
| AVALOS GRASSET, WALFRIDO | \$ 553.14 |
| BABINEAUX, DANIEL E | \$ 423.04 |
| BACZYNSKI, BRIAN S | \$ 1,113.40 |
| BARAJAS FIGUEROA, RAFAEL | \$ 645.67 |
| BARAJAS, JOSE L | \$ 1,548.19 |
| BARNHART, MATTHEW S | \$ 1,088.64 |
| BARNHART, TOBY J | \$ 222.43 |
| BARRABI VARGAS, JORGE L | \$ 1,444.11 |
| BARRERA-MEZA, ANTONIO | \$ 94.01 |
| BARRERA, ISIDRO | \$ 355.47 |
| BARRERO CASTILLO, OLEXIS | \$ 652.60 |
| BARRETO-RIOS, YOHANA | \$ 917.00 |
| BARRIENTOS, JOSE | \$ 38.19 |
| BARRON, LAURA | \$ 381.49 |
| BARROSO GONZALEZ, JOAO | \$ 209.84 |
| BATISTA, LUIS | \$ 94.85 |
| BEARD, ALLAN | \$ 156.96 |

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| BEATO TORRES, ERICK Y | \$ | 168.29 |
| BEDOLLA MORALES, JOSE D | \$ | 522.08 |
| BEERBOWER, KENNETH | \$ | 1,170.06 |
| BEGAY, LYLE S | \$ | 232.50 |
| BELIN, ANTHONY D | \$ | 1,104.59 |
| BELLIARD CONTRERAS, ERICK | \$ | 1,139.01 |
| BENAVIDEZ, ELIAS | \$ | 141.01 |
| BENITEZ CARRASCO, WALTER | \$ | 645.04 |
| BERNAL, GINIYES A | \$ | 193.05 |
| BIDO VALDEZ, MAURICIO | \$ | 146.05 |
| BIRD, ROLAND | \$ | 1,618.70 |
| BLINDERMAN JR, STEVEN | \$ | 2,882.14 |
| BOEHM, TREVOR J | \$ | 1,511.68 |
| BOLANOS, JOSEDIEL | \$ | 1,269.11 |
| BOYD, ETHAN L | \$ | 376.03 |
| BOYUK JR., JAMES | \$ | 585.45 |
| BOZA CAMPANERIA, OSCAR | \$ | 3,345.67 |
| BRITO DE LA CRUZ, VICTOR | \$ | 1,266.59 |
| BRITO-DIAZ, VITERBO | \$ | 526.70 |
| BRIZO, ANTHONY | \$ | 26.44 |
| BROWN JR, WILLIAM R | \$ | 95.69 |
| BROWN, ERIC | \$ | 98.62 |
| BROWN, RUSS R | \$ | 3,957.56 |
| BRYANT, GORDON A | \$ | 3,999.74 |
| BUCKLEY, NEAL | \$ | 2,220.93 |
| BURGOS, ISIDRO | \$ | 644.62 |
| BURICK, RICHARD P | \$ | 1,476.01 |
| BYRD, DEMOND | \$ | 898.95 |
| CABALLERO CLAROS, BLACINA | \$ | 489.55 |
| CABRERA VARELA, DANIEL | \$ | 3,177.80 |
| CACERES, RANDY D | \$ | 928.33 |
| CADALSO, FIDEL | \$ | 123.39 |
| CALA IZQUIERDO, YOSBEL | \$ | 2,961.67 |
| CALCANO PAREDES, ELVIS A | \$ | 485.57 |
| CALDERON MALDONADO, HERMIN | \$ | 450.31 |
| CALDWELL, TONY | \$ | 561.95 |
| CAMPBELL, GERALD T | \$ | 2,004.80 |
| CAMPBELL, ROBERT M | \$ | 209.00 |
| CAMPOS, JOSUE | \$ | 2.52 |
| CANALE, ANTHONY | \$ | 245.93 |
| CANALES RODRIGUEZ, FLORA A | \$ | 287.90 |
| CAPO, TONYA A | \$ | 215.50 |
| CARDENAS, ANA | \$ | 180.88 |
| CARDOZA, JOSE E | \$ | 469.20 |
| CARLISLE JR, JOSEPH R | \$ | 716.81 |
| CARNAHAN, CHASE W | \$ | 1,924.22 |
| CARPENTER, CHARLES A | \$ | 5,077.26 |
| CARR, TYLER J | \$ | 779.76 |

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| CASS, RYAN M | \$ | 347.91 |
| CASTILLO ALDERETE, JULIO | \$ | 389.88 |
| CASTILLO, OMAR A | \$ | 1,129.35 |
| CASTRO GUERRA, LUIS | \$ | 1,504.96 |
| CATALA, DAYANNA | \$ | 182.35 |
| CEDENO, CARLOS | \$ | 143.53 |
| CELEDONIA, MARTIN V | \$ | 2,052.64 |
| CEPAITIS, JEFFREY T | \$ | 491.86 |
| CERNICK, JOHN M | \$ | 93.17 |
| CHACON, JOSE | \$ | 63.16 |
| CHAFFEE, JAYME | \$ | 1,491.53 |
| CHALAS, OMAR | \$ | 233.97 |
| CHANDLER, KELLY S | \$ | 329.03 |
| CHAPA, SAMUEL | \$ | 322.52 |
| CHERVENICK, TODD M | \$ | 6,562.92 |
| CHIRICHETTI, CHRISTOPHER | \$ | 1,009.32 |
| CHUBB, KYLE W | \$ | 429.75 |
| CHUTE, RYAN M | \$ | 488.92 |
| CICCONE, ANTHONY J | \$ | 2,343.06 |
| CISNEROS, ERNAN | \$ | 483.26 |
| COLE, CAMERON | \$ | 2,616.69 |
| COLL, ELMER REGIS | \$ | 3,509.34 |
| COLL, JEREMY | \$ | 500.26 |
| COLLAZO, JUAN | \$ | 239.01 |
| COLLAZO, RANDY W | \$ | 193.05 |
| COOPER, DONALD | \$ | 527.12 |
| CORONA, LUIS | \$ | 1,563.30 |
| COSTILLA, GABRIEL | \$ | 4,480.48 |
| CROSS, ROY E | \$ | 997.99 |
| CRUZ REMON, MARIELA | \$ | 24.76 |
| CRUZ, ALEJANDRO | \$ | 381.07 |
| CRUZ, OSIRIS | \$ | 469.20 |
| CRUZATAMOLINA, YAMISLEIDIS | \$ | 227.26 |
| CUPAN, CLAYTON C | \$ | 894.75 |
| CUZA BARZAGA, FREIDE | \$ | 144.37 |
| DAMON, ERIC R | \$ | 440.24 |
| DANIEL, RICARDO | \$ | 510.54 |
| DAWES, THERESA A | \$ | 160.74 |
| DE AZA ROSARIO, FRANCISCO | \$ | 18.89 |
| DE LA CRUZ, BARTOLO | \$ | 75.54 |
| DE LA CRUZ, CRISTOBALINA | \$ | 116.25 |
| DE SANTIAGO, LUIS | \$ | 272.58 |
| DEL SOL FIGUEREDO, MARITZ | \$ | 221.59 |
| DENKOVICH, CHARLES J | \$ | 246.77 |
| DERMER JR, ROBERT J | \$ | 1,621.00 |
| DERN, WILLIAM E | \$ | 2,321.45 |
| DIAZ, JOSE ANGEL | \$ | 738.63 |
| DIBBLE, JACOB | \$ | 2,439.59 |

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| DONNELLY, GREGORY J | \$ | 388.20 |
| DOONEY, COLIN | \$ | 547.68 |
| DORRIBO VELAZQUEZ, DIONEL | \$ | 458.92 |
| DORRIBO VELAZQUEZ, ROILAN | \$ | 1,106.69 |
| DREVES, JOSEPH J | \$ | 4,287.43 |
| DRULLARD, JOSE | \$ | 1,345.91 |
| DUCASSE, LOUISKYN | \$ | 310.98 |
| DULANEY, JAMES D | \$ | 1,062.20 |
| DUNBAR, ROBERT JOHN | \$ | 595.52 |
| DURAN OTERO, DAIRON | \$ | 1,598.13 |
| DUVERGEL BARROSO, CARLOS | \$ | 745.77 |
| ECKERT, CHASE L | \$ | 38.61 |
| EGNOZZI, BENJAMIN | \$ | 768.85 |
| ENCARNACION FELIX, INOCENC | \$ | 2,779.52 |
| ENCISO ASCANIO, YAINADYS | \$ | 1,033.04 |
| ESCAMILLA, ERIKA | \$ | 590.07 |
| ESPEJEL, ROGELIO | \$ | 2,948.24 |
| ESPINOZA, ANTHONY | \$ | 708.42 |
| ESTRELLA, ROCIO | \$ | 908.18 |
| FABERY JR., ROBERT | \$ | 4,559.80 |
| FAJARDO FLORES, MILTON | \$ | 852.99 |
| FARINAS, BRAYANT D | \$ | 2,125.67 |
| FARMER, CHRISTOPHER A | \$ | 242.99 |
| FELIX, BRIAN K | \$ | 928.70 |
| FERNANDEZ, RICHARD | \$ | 1,461.74 |
| FERNANDO TORO CRUZ, JOSUE | \$ | 3,217.25 |
| FERRARO, JOSEPH | \$ | 1,209.93 |
| FERRUFINO, ANTONIO PABLO | \$ | 2,006.90 |
| FIELDS, TONNY K | \$ | 203.12 |
| FIERRO, SANDRA | \$ | 225.79 |
| FIGARA-BERA, LUANNI | \$ | 26.44 |
| FISHER, DARRELL J | \$ | 16.79 |
| FITZPATRICK, ASHLYN | \$ | 78.48 |
| FLORES, JUAN | \$ | 257.68 |
| FLOWERS, RYLAND | \$ | 597.20 |
| FOLK JR, RONALD D | \$ | 117.09 |
| FONSECA-PENA, MANIER | \$ | 289.58 |
| FONSECA, YUMISLEIDYS | \$ | 239.22 |
| FRAGOSO, MARILUZ | \$ | 105.76 |
| FREEMAN, DANIEL | \$ | 228.72 |
| GAJEWSKI, DAMIAN | \$ | 1,409.70 |
| GALLO OTERO, DANILO | \$ | 1,518.39 |
| GALLOWAY III, JEROME E | \$ | 151.08 |
| GAMBLE, DARRYL | \$ | 801.58 |
| GAMBLE, VERNON | \$ | 559.22 |
| GARCIA CENDEJAS, JUAN I | \$ | 1,077.31 |
| GARCIA COTTO, XAVIER X | \$ | 3,029.65 |
| GARCIA MARTINEZ, ADRIAN | \$ | 30.64 |

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|---------------------------|----|----------|
| GARCIA MARTINEZ, LUIS A | \$ | 30.64 |
| GARCIA RIVERA, JITZEL | \$ | 410.86 |
| GARCIA-ADJUNTAS, JOSE A | \$ | 1,441.80 |
| GARCIA-DIAZ, OSVALDO | \$ | 684.49 |
| GARCIA-SANTAMARIE, ULISES | \$ | 477.59 |
| GARCIA, ADAN | \$ | 1,323.79 |
| GARCIA, ANTONIO | \$ | 1,478.31 |
| GARCIA, DANIEL G | \$ | 102.40 |
| GARCIA, FERNANDO LEIROS | \$ | 2.52 |
| GARCIA, JONATHAN | \$ | 1,477.48 |
| GARCIA, JOSE L | \$ | 1,542.32 |
| GARCIA, JUAN | \$ | 1,062.41 |
| GARCIA, JULIO | \$ | 1,538.33 |
| GARCIA, ZONIS | \$ | 918.04 |
| GARDNER, STEPHEN | \$ | 819.42 |
| GERTHOFFER, ALBERT J | \$ | 751.64 |
| GILBERT LACOSTA, GOARD | \$ | 191.79 |
| GILLIS, COLIN | \$ | 1,940.80 |
| GILLIS, TRACY G | \$ | 3,047.91 |
| GOMEZ FUENTES, YULIEN | \$ | 1,083.19 |
| GOMEZ, YANILEIVY | \$ | 619.44 |
| GONZALES, AGUSTIN | \$ | 1,301.00 |
| GONZALEZ GARCIA, YOLEIDIS | \$ | 2,426.37 |
| GONZALEZ JR, AMADOR | \$ | 101.56 |
| GONZALEZ, AMADOR VEGA | \$ | 105.76 |
| GONZALEZ, KASSANDRA | \$ | 427.86 |
| GONZALEZ, PEDRO | \$ | 99.04 |
| GOULD, PATRICK | \$ | 570.97 |
| GRAU QUINTERO, ANGELA | \$ | 320.21 |
| GREIJACK, WILLIAM | \$ | 1,088.22 |
| GUARDADO, HECTOR | \$ | 199.35 |
| GUEMEZ, DAVID | \$ | 2,516.81 |
| GUERRA, SAMANTHA | \$ | 599.30 |
| GUEVARA, CESAR G | \$ | 306.36 |
| GUIZAR, VERONICA REYNOSO | \$ | 1,271.20 |
| GUTIERREZ, NELSON G | \$ | 402.47 |
| GUZMAN-TAVERAS, ROBINSON | \$ | 1,199.02 |
| GUZMAN, JUAN | \$ | 66.31 |
| GUZMAN, LUIS | \$ | 3,273.91 |
| GUZMAN, VICENTE | \$ | 293.35 |
| HAEFNER, CHRISTIAN | \$ | 568.37 |
| HALL, KEVIN M | \$ | 41.13 |
| HANDLEY, ROBERT G | \$ | 259.78 |
| HARRIS, DAVION | \$ | 371.41 |
| HAUSERMAN, SEAN | \$ | 3,752.97 |
| HAWN, DANIELLE R | \$ | 1,173.00 |
| HENDRICKS JR, EDWARD M | \$ | 3,615.10 |
| HERMAN II, MARTIN G | \$ | 944.69 |

| | | |
|----------------------------|----|----------|
| HERNANDEZ DUCAS, MARIUSAK | \$ | 1,284.21 |
| HERNANDEZ GONZALEZ, DANARA | \$ | 320.21 |
| HERNANDEZ LA ROSA, YOVAL | \$ | 287.48 |
| HERNANDEZ LA SANTA, JUAN | \$ | 593.42 |
| HERNANDEZ PENA, LUISA | \$ | 97.78 |
| HERNANDEZ REGINO, LUCAS | \$ | 1,718.58 |
| HERNANDEZ, FRED J | \$ | 783.96 |
| HERNANDEZ, GERMAN | \$ | 234.39 |
| HERNANDEZ, HECTOR | \$ | 63.16 |
| HERNANDEZ, HEDY | \$ | 104.08 |
| HERNANDEZ, ISAUL | \$ | 1,876.80 |
| HERNANDEZ, LUIS | \$ | 576.85 |
| HERNANDEZ, NIDIA K | \$ | 1,303.10 |
| HERNANDEZ, ROGELIO | \$ | 923.29 |
| HERRERA PLACIDO, ANA E | \$ | 119.19 |
| HERRERA, JOSE | \$ | 547.68 |
| HERRERA, RUMALDO P | \$ | 987.08 |
| HESS, WYATT | \$ | 3,151.36 |
| HILL, JASON A | \$ | 5,133.08 |
| HILLS, ADAM | \$ | 1,543.99 |
| HILLS, JOSHUA | \$ | 1,479.36 |
| HITCHENS, DAVID C | \$ | 282.02 |
| HOLDEN, TURNER | \$ | 114.99 |
| HOWARD, BILLY | \$ | 62.95 |
| HOWELL, HECTOR E | \$ | 119.19 |
| HUCK, BLAKE | \$ | 284.54 |
| HUDSON, BENJAMIN T | \$ | 349.17 |
| HUELSMAN, WILLIAM | \$ | 130.10 |
| HUGHES JR, THOMAS G | \$ | 582.72 |
| HUMPHREY, BRETT | \$ | 95.69 |
| HUMPHREYS, DWAIN | \$ | 446.96 |
| HUNG OLIVERA, ANTONIO | \$ | 31.06 |
| IBARGOLLIN OLIVA, LEORDAN | \$ | 31.06 |
| IBARRA PEREZ, CESAR | \$ | 227.26 |
| IZQUIERDO, ALBERTO | \$ | 276.15 |
| JAIME, ALVARO | \$ | 548.52 |
| JAIMES, JONATHAN | \$ | 489.34 |
| JAMES, KENNETH | \$ | 57.08 |
| JANAKOVICH, JOHN PAUL | \$ | 221.59 |
| JIMENEZ CASTILLO, LETICIA | \$ | 1,485.24 |
| JIMENEZ, GUSTAVO E | \$ | 622.80 |
| JIMENEZ, HENRY O | \$ | 202.70 |
| JOHNS, CONNER | \$ | 166.19 |
| JOHNSON, JAMES D | \$ | 501.10 |
| JOHNSON, TASHA R | \$ | 604.34 |
| JONES, MAXXWEL | \$ | 155.70 |
| JONES, ROBERT P | \$ | 71.76 |
| JONES, YADELL | \$ | 1,486.71 |

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|---------------------------|----|----------|
| KING, MICHAEL W | \$ | 1,320.31 |
| KNEZ, ANTHONYA | \$ | 271.11 |
| KNIGHT, BRODY A | \$ | 1,029.05 |
| KNUTSON, JUSTIN | \$ | 325.25 |
| KOHNEN, JOSHUA H | \$ | 636.23 |
| KOPP, MICHAEL W | \$ | 376.03 |
| KOZUP, BENJAMIN | \$ | 556.49 |
| KRALL, RONALD | \$ | 1,655.21 |
| KROHN, DENNIS | \$ | 2,899.97 |
| KRUG, WAYNE M | \$ | 439.82 |
| LAGRASSA, CARLO A | \$ | 1,003.99 |
| LATTIMORE, DAVID T | \$ | 330.71 |
| LAUDERMILT, JOSHUA | \$ | 326.51 |
| LEDESMA-PICO, CRISTIAN R | \$ | 336.58 |
| LEE, DAEMIAN T | \$ | 128.42 |
| LEMUS ALCANTAR, LUCIANO | \$ | 2,986.85 |
| LEMUS, GERARDO | \$ | 2,547.44 |
| LEON, RONNY | \$ | 221.17 |
| LESCZYNSKI, BRADLEY J | \$ | 373.93 |
| LEVISH, DYLAN | \$ | 3,980.43 |
| LEWIS, RODNEYS | \$ | 172.91 |
| LEYVA GUERRA, PEDRO | \$ | 943.23 |
| LEYVA LAGUNA, RAMON A | \$ | 261.88 |
| LICEAGA, DAVID | \$ | 503.82 |
| LINARES ALOMA, DENNY | \$ | 3,175.70 |
| LISKO, WILLIAM | \$ | 1,183.07 |
| LLERENA AVALOS, ANNALAY | \$ | 850.69 |
| LLERENA, ALEXANDER | \$ | 351.69 |
| LOBO, JOSE J | \$ | 691.63 |
| LOMELI-JIMENEZ, JOSE | \$ | 145.21 |
| LOPEZ CARRASCO, ANTONIO | \$ | 44.91 |
| LOPEZ CARRASCO, NELSON | \$ | 44.91 |
| LOPEZ CORDOVA, YISEL | \$ | 24.76 |
| LOPEZ CUTINO, ANA | \$ | 951.83 |
| LOPEZ GARCIA, JOSE JAVIER | \$ | 536.77 |
| LOPEZ GONZALEZ, OSNEY | \$ | 552.51 |
| LOPEZ RODRIGUEZ, YANIER | \$ | 1,081.93 |
| LOPEZ-SOSA, REOLKI | \$ | 90.65 |
| LOPEZ, JOHNATHAN C | \$ | 431.01 |
| LOPEZ, ROSARIO | \$ | 231.66 |
| LOZANO, JOSELYNN | \$ | 351.27 |
| LUCK, RANDY L | \$ | 1,323.87 |
| LUGO CASTRO, GUSTAVO | \$ | 931.68 |
| LUNA CARRILLO, RAQUEL | \$ | 873.35 |
| LUNA, JUAN J | \$ | 2,957.47 |
| MACHADO AGUILA, DAYAN | \$ | 197.25 |
| MAHONEY, TYLER J | \$ | 26.02 |
| MANCULICH, DAVID P | \$ | 80.58 |

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|----------------------------|----|----------|
| MANEY, ALLEN | \$ | 47.00 |
| MANKER JR, MARVIN R | \$ | 99.46 |
| MARKUSSON, PHILLIP CJ | \$ | 323.57 |
| MARRERO FIGUEROA, ANIUSKA | \$ | 514.11 |
| MARROQUIN RECINOS, FREDY | \$ | 1,051.29 |
| MARTE, DEYANIRA | \$ | 293.35 |
| MARTI GONZALEZ, ONIESMIR | \$ | 452.41 |
| MARTINEZ AGUILAR, JOSE F | \$ | 358.82 |
| MARTINEZ MEJIA, MARDEN G | \$ | 104.08 |
| MARTINEZ PEREZ, NOEL | \$ | 2,747.63 |
| MARTINEZ, EUDES | \$ | 500.47 |
| MARTINEZ, JOSE DANIEL | \$ | 205.22 |
| MARTINEZ, JUAN M | \$ | 23.50 |
| MARX, JOHN A | \$ | 236.28 |
| MARX, WILLIAM A | \$ | 20.14 |
| MARZKA, RONALD THOMAS | \$ | 3,973.09 |
| MATOS GONZALEZ, JANNYTZA | \$ | 2,398.46 |
| MAYA, JEOVANYS | \$ | 143.53 |
| MAYO, WILLARD DWIGHT | \$ | 472.56 |
| MCARDLE, TIMOTHY | \$ | 697.50 |
| MCCOOG JR, STEPHEN J | \$ | 2,052.64 |
| MCDONALD, TRACEY | \$ | 2,661.81 |
| MCGARVEY, GERALD K | \$ | 1,753.83 |
| MCGEE JR, WILLIAM W | \$ | 386.10 |
| MCGEE, KRISTA K | \$ | 144.37 |
| MCINTYRE, ROBERT | \$ | 509.49 |
| MCKINDLEY, MARSHAL | \$ | 242.15 |
| MCMILLAN, JOSHUA | \$ | 538.45 |
| MCNEELY, PATRICK J | \$ | 104.08 |
| MCNEELY, PATRICK T | \$ | 391.56 |
| MEDEROS, ELISA | \$ | 345.81 |
| MEDINA, MARCO A | \$ | 323.36 |
| MEDRANO, NATHANIEL | \$ | 1,119.70 |
| MEJIA NUNEZ, TANYA | \$ | 18.89 |
| MEJIA, RAUL | \$ | 215.92 |
| MENDEZ, DANERY B | \$ | 263.56 |
| MENDEZ, MAVEL CAROLINA | \$ | 1,956.12 |
| MENDOZA CALDERON, RAMON | \$ | 487.25 |
| MENDOZA FLEITAS, JULIO CE | \$ | 723.10 |
| MENDOZA, ALVARO | \$ | 329.24 |
| MENDOZA, ERASMO | \$ | 246.35 |
| MENDOZA, FIDEL | \$ | 828.86 |
| MENDOZA, JOSE D | \$ | 629.52 |
| MERCADO DE LA ROSA, JOANNY | \$ | 138.49 |
| MERCADO, ANGEL L | \$ | 627.84 |
| METZ III, JAMES | \$ | 920.35 |
| MEZZACAPO, MICHAEL A | \$ | 134.30 |
| MIGUEZ JR, EDWARD A. | \$ | 254.32 |

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|---------------------------|----|----------|
| MIJARES, EDUARDO | \$ | 205.01 |
| MILLAN, JULIAN A | \$ | 203.96 |
| MILLER, ANTHONY J | \$ | 1,294.71 |
| MILLER, JUSTIN T | \$ | 459.13 |
| MILLER, KURT M | \$ | 3,573.76 |
| MILLER, ROGER D | \$ | 2,525.16 |
| MILLS, DOUGLAS S. | \$ | 241.73 |
| MILVET, MICHAEL A | \$ | 167.87 |
| MIRANDA, ZENON | \$ | 81.42 |
| MOLINA, JAIME | \$ | 176.47 |
| MONDINE, THOMAS J | \$ | 2,650.68 |
| MONTAS MARTE, YESSICA | \$ | 500.26 |
| MONTEJO, RAYSEL | \$ | 31.90 |
| MONTENEGRO FRANCO, ALEXIS | \$ | 974.91 |
| MONTOYA, CINDY | \$ | 392.82 |
| MORA HERRERA, CARLOS | \$ | 2,626.34 |
| MORCIEGO-DIAZ, REYNIER | \$ | 463.74 |
| MORENO, MIGUEL ANGEL | \$ | 1,015.20 |
| MORET OJEDA, ALBERTO | \$ | 341.62 |
| MORINIGO, EUGENIA MIRANDA | \$ | 923.08 |
| MORRIS, JOHN | \$ | 114.15 |
| MOSS, STEPHANIE | \$ | 110.38 |
| MOTA, LIDIA L | \$ | 48.68 |
| MOYA TORRES, ALEXEYS | \$ | 164.51 |
| MOYA, HUGO | \$ | 102.40 |
| MOYA, LUIS D | \$ | 459.04 |
| MUERB, MATTHEW | \$ | 1,167.12 |
| MULLINS JR, DARRELL L | \$ | 773.05 |
| MULVEHILL, ADAM | \$ | 3,066.79 |
| MUMM, MICHAEL T | \$ | 60.85 |
| NAJAR, MANUEL | \$ | 90.65 |
| NAPIERALA, TYLER | \$ | 305.11 |
| NEELY, DAVID W | \$ | 2,356.28 |
| NELSON, ALEXANDER | \$ | 504.03 |
| NELSON, JAMES M | \$ | 1,705.15 |
| NEWCOMB JR, JAMES A | \$ | 184.66 |
| NEWTON, JESSICA L | \$ | 2,569.06 |
| NAIVES, CARMEN | \$ | 185.08 |
| NICKLAS, ADAM L | \$ | 3,251.03 |
| NINO NIEVES, DAYRON | \$ | 556.07 |
| NOGUEIRA, ISABEL | \$ | 403.94 |
| NOVA, LUIS | \$ | 1,086.13 |
| NOVA, NICOLAS | \$ | 82.26 |
| NUNEZ PEREA, ISRAEL | \$ | 2,446.51 |
| OCONOR LUQUE, ISMAEL | \$ | 2,885.28 |
| OLIVAS, JOSE L | \$ | 285.38 |
| OROZCO, CESAR | \$ | 3,387.43 |
| OROZCO, MARIANA | \$ | 1,575.26 |

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|----------------------------|----|----------|
| ORTIZ, BENITO | \$ | 1,816.99 |
| OZORIA MORILLO, MANI | \$ | 1,081.93 |
| PACE, ERIC R | \$ | 104.08 |
| PACHECO GALBAN, YANIUR | \$ | 1,413.05 |
| PAUSCHER, CURTIS R | \$ | 727.72 |
| PAYANO-HERNANDEZ, CAROLIN | \$ | 1,982.56 |
| PEARMAN, ROBERT E | \$ | 1,607.79 |
| PELLCIER MOIRAN, ALEXIS | \$ | 1,369.20 |
| PENA, MAYLIN | \$ | 239.22 |
| PERALTA-PENA, JUAN CARLOS | \$ | 2,332.99 |
| PERALTA, WILLIAN ALFONSO | \$ | 1,788.25 |
| PEREZ ALONZO, NEFTALI | \$ | 5,218.69 |
| PEREZ HERRERA, YASMANY | \$ | 119.19 |
| PEREZ MORALES, RENE N | \$ | 92.33 |
| PEREZ VICENTE, ALEXANDER | \$ | 24.76 |
| PEREZ-POLO, DENNIS | \$ | 301.33 |
| PEREZ, ROSA | \$ | 213.62 |
| PEREZ, VICENTE | \$ | 335.74 |
| PETRUS, ROBERT A | \$ | 20.14 |
| PICHARDO, EDISON M | \$ | 228.09 |
| PIECZYNSKI, BRIAN K | \$ | 48.68 |
| PIERNO, CODY R | \$ | 225.79 |
| PIERROT, LEONEL | \$ | 285.80 |
| PIMENTELGALICIA, JOSSELINE | \$ | 479.27 |
| PINEDA, FIDEL | \$ | 599.72 |
| PINEDO, MARIA | \$ | 104.08 |
| PINEIRO, YADISLEY | \$ | 272.79 |
| PITA-PENA, ABEL | \$ | 2,288.29 |
| POLANCO MERCADO, FELIX | \$ | 2,059.36 |
| PONCE CASTELLANOS, MARIO | \$ | 312.87 |
| PORTELA, YANET | \$ | 530.05 |
| PORTILLO AQUINO, FRANKLIN | \$ | 2,948.24 |
| POSEY, KRISTIN L | \$ | 1,114.24 |
| PUPO RICARDO, GEOVEL | \$ | 239.22 |
| QUIAN-LAZA, ILIANA | \$ | 2,478.20 |
| QUINTANA, JORGE | \$ | 287.06 |
| QUINTERO FRANCESENA, JUAN | \$ | 1,047.10 |
| RADILLA NAMBO, CESAR A | \$ | 190.74 |
| RAMOS GARCIA, JUAN A | \$ | 85.61 |
| RAMOS, ELIER | \$ | 314.97 |
| RAMOS, HILARIO | \$ | 546.00 |
| RAMOS, ROBERTO | \$ | 906.92 |
| RATCHFORD JR, SHAWN T | \$ | 409.61 |
| RAVELO, SILVINA | \$ | 48.26 |
| RAYBURG, JOEL P | \$ | 277.41 |
| REESE, KAITLIN E | \$ | 1,517.55 |
| REINOSO, FLORENCE | \$ | 334.48 |
| RENARD, CONNOR W | \$ | 577.48 |

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|---------------------------|----|----------|
| REENTERIA, JAZMIN | \$ | 2,042.57 |
| REQUENA MARTINEZ, JACINTO | \$ | 479.27 |
| REYES FAJARDO, UBALDA | \$ | 95.27 |
| REYES JR, RODRIGO | \$ | 806.62 |
| REYES PEREZ, LUSWIN R | \$ | 2,967.96 |
| REYES VARGAS, RIGOBERTO | \$ | 656.38 |
| REYES-ARELLANO, RODRIGO | \$ | 1,076.47 |
| REYES, ABDIEL | \$ | 535.93 |
| REYES, ALEXIS J | \$ | 1,741.45 |
| REYES, ANTONIO | \$ | 1,006.81 |
| REYES, EDDIE | \$ | 364.91 |
| REYES, MICHAEL | \$ | 230.40 |
| RHOADES, JEFFREY | \$ | 3,545.86 |
| RICARDO-MATO, JOSE | \$ | 953.51 |
| RICKETTS, MICHAEL | \$ | 393.66 |
| RICO ALCALA, IVAN | \$ | 1,345.70 |
| RIDILLA III, STEPHEN | \$ | 85.19 |
| RIEXINGER, ADAM | \$ | 4,279.03 |
| RINCON, JOSSIO | \$ | 678.41 |
| RIOS, ISHMAEL | \$ | 2,355.02 |
| RIVERA DIAZ, VICTORIA | \$ | 65.47 |
| RIVERA NAVARRO, MAGALYS | \$ | 293.77 |
| RIVERA-ROSA, JUAN A | \$ | 2,222.61 |
| RIVIAUX RAMOS, YOAN | \$ | 1,670.74 |
| ROBLEDO ROBLES, JESUS D | \$ | 2,450.92 |
| ROCK, ROB | \$ | 163.67 |
| RODRIGUEZ FUENTES, JIOBER | \$ | 1,238.47 |
| RODRIGUEZ PENATE, TOMAS A | \$ | 3,168.99 |
| RODRIGUEZ PEREZ, YAISMEL | \$ | 1,510.42 |
| RODRIGUEZ ROSA, JOSE A | \$ | 2,390.48 |
| RODRIGUEZ-VEGA, ESTHER | \$ | 92.75 |
| RODRIGUEZ, CARLOS R | \$ | 2,353.76 |
| RODRIGUEZ, DIONICIO | \$ | 1,187.69 |
| RODRIGUEZ, HILIAN | \$ | 344.35 |
| RODRIGUEZ, JONATHAN | \$ | 292.52 |
| RODRIGUEZ, JORGE | \$ | 301.33 |
| RODRIGUEZ, JORGE A | \$ | 2,199.49 |
| RODRIGUEZ, KAREL | \$ | 1,296.59 |
| RODRIGUEZ, REYNIER | \$ | 501.93 |
| RODRIGUEZ, SABRINA V | \$ | 5,436.08 |
| RODRIGUEZ, WILIAN | \$ | 3,001.53 |
| RODRIGUEZ, YORDANKYS RUIZ | \$ | 107.44 |
| ROLAND, CHRISTOPHER T | \$ | 542.64 |
| RONDON, VIVIAN | \$ | 283.70 |
| ROSA ANDALUZ, RAYMOND | \$ | 391.98 |
| ROSADO NUNEZ, NIVALDO | \$ | 92.33 |
| ROSALES, JORGE | \$ | 72.18 |
| ROSALES, LUIS | \$ | 25.18 |

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|---------------------------|----|----------|
| ROUPE, JACOB | \$ | 242.15 |
| RUCKER, VERNON EDWIN | \$ | 90.65 |
| RUIZ, JOSE CARLOS | \$ | 1,022.75 |
| RUIZ, LEONEL | \$ | 463.32 |
| RUSSIAN, ANDREW | \$ | 80.58 |
| RYCHORCEWICZ, TRAVIS J | \$ | 396.18 |
| SABATINO, JAMES | \$ | 150.03 |
| SALAS, ANDRES | \$ | 213.20 |
| SALCEDO SUAREZ, ALIANS | \$ | 83.94 |
| SANCHEZ CARMENATE, NARDEL | \$ | 94.01 |
| SANCHEZ DEL REAL, ALICIA | \$ | 896.01 |
| SANCHEZ PERALTA, ESTIVEN | \$ | 451.57 |
| SANCHEZ SALLO, PEDRO | \$ | 73.86 |
| SANCHEZ-SOLER, RAINIEL | \$ | 1,610.30 |
| SANCHEZ, ALBERTO | \$ | 80.58 |
| SANCHEZ, ALEXIS | \$ | 157.38 |
| SANCHEZ, DEREK A | \$ | 247.61 |
| SANCHEZ, VIVIAN | \$ | 1,067.24 |
| SANDOVAL DE LA CRUZ, AMAU | \$ | 102.40 |
| SANTANA BIDO, JAYSON | \$ | 167.45 |
| SANTIESTEBAN, EFRAIN | \$ | 332.80 |
| SANTILLAN, ROBERTO HUERTA | \$ | 1,401.30 |
| SANTOS-LOBO, VALENTINA | \$ | 179.20 |
| SANTOS, DAVID HUERTA | \$ | 1,352.20 |
| SAUCEDA, JUAN | \$ | 2,279.69 |
| SCHWARZ, JEREMIAH | \$ | 94.85 |
| SCOTT, ANDREW | \$ | 54.56 |
| SCULLY, PAUL T | \$ | 3,451.43 |
| SEGURA-ESPINAL, MIGUEL A | \$ | 176.68 |
| SEIBERT, JAMES O | \$ | 79.74 |
| SERRANO PEREZ, DANIEL | \$ | 2,327.95 |
| SERRANO QUIAN, LARITZA | \$ | 1,812.59 |
| SERRANO RIVERA, JOSE F | \$ | 3,227.74 |
| SERRANO, MARILYN | \$ | 46.58 |
| SESKEY, RAYMOND | \$ | 2,407.69 |
| SHERMAN III, RICHARD M | \$ | 1,405.92 |
| SHURTLEFF, JOSEPH P | \$ | 20.14 |
| SIERRA DE TORRES, BRENDA | \$ | 292.73 |
| SIMMONS, CHRISTOPHER A | \$ | 1,372.77 |
| SINGH GILL, HARVEER | \$ | 2.52 |
| SKIPWORTH, ISAAC T | \$ | 5,076.63 |
| SLATTERY, LEO D | \$ | 4,419.21 |
| SMALL, ANTWAN L | \$ | 145.63 |
| SMALLEY, CHRISTOPHER | \$ | 2,267.52 |
| SMILEY, DONALD | \$ | 3,317.55 |
| SMITH, DANIEL J | \$ | 651.76 |
| SMITH, DAVID J | \$ | 422.62 |
| SMITH, JUSTIN W | \$ | 1,031.78 |

| | | |
|---------------------------|----|----------|
| SMITH, RAY | \$ | 668.55 |
| SOLIS, MARIA | \$ | 394.29 |
| SOLOMON, JELANI | \$ | 949.73 |
| SOTO VARGAS, JOSE J | \$ | 15.11 |
| SPEICHER, TRAVIS J | \$ | 276.15 |
| STEWART JR, JOHN W | \$ | 565.01 |
| STEWART, BRETT K | \$ | 3,955.25 |
| STEWART, TAYLOR | \$ | 1,826.98 |
| STICKLEY, JOHN L | \$ | 18.47 |
| STIO, ANTHONY J | \$ | 130.94 |
| STOUT JR, CRAIG M | \$ | 44.49 |
| STRONG, MICHAEL | \$ | 303.01 |
| STUTZ, JOSHUA | \$ | 1,069.13 |
| SURGENAVIC, ETHAN | \$ | 749.96 |
| SZOPO II, LOUIS S | \$ | 69.67 |
| TALLEY, THOMAS C | \$ | 1,200.70 |
| TATTERS-DEWALT, TYLER L | \$ | 465.84 |
| TAVAREZ DELACRUZ, ARGELIS | \$ | 337.63 |
| TAYLOR, MICHAEL | \$ | 3,223.54 |
| TELLISH, SAMUEL E | \$ | 3,714.15 |
| THACKSTON, CHARLES B | \$ | 2,011.51 |
| TILBURY, DAVID O | \$ | 1,768.52 |
| TOLENTINO, ESTEBAN | \$ | 31.06 |
| TOOMEY, CHRISTOPHER R | \$ | 4,025.55 |
| TORRES BADILLO, CARMEN | \$ | 119.61 |
| TORRES BARRAGAN, MARTIN | \$ | 465.84 |
| TORRES, ESEQUIEL H | \$ | 1,238.89 |
| TORRES, LINO DEREK | \$ | 1,216.44 |
| TRACEY, WILLIAM | \$ | 4,313.45 |
| TRENT, ETHAN | \$ | 178.78 |
| TREVINO, NATHAN | \$ | 1,286.73 |
| TROCHEZ, CESAR G | \$ | 954.77 |
| TRUMAN II, WESLEY C | \$ | 1,253.37 |
| TURCIOS ESPINAL, IBELISE | \$ | 291.05 |
| TURNER, SERRANZO D | \$ | 201.86 |
| UGALDE, MIGUEL A | \$ | 55.40 |
| ULLOA-MEDINA, ALEXIS | \$ | 1,113.40 |
| VALDES SERRANO, LUIS R | \$ | 803.26 |
| VALDEZ DE LA CRUZ, ELAIKI | \$ | 321.26 |
| VALDEZ, ISMAEL | \$ | 992.96 |
| VALENCIA, GUSTAVO | \$ | 179.20 |
| VALENCIA, JEFFREY | \$ | 1,373.40 |
| VALINO HERNANDEZ, YUNIESK | \$ | 3,245.37 |
| VALLADAREZ, PABLO | \$ | 160.74 |
| VARGAS, VIDAL | \$ | 853.62 |
| VARNEY, KAYLA M | \$ | 198.09 |
| VAUGHN, CALEB | \$ | 139.33 |
| VAZQUEZ PEREZ, JUAN | \$ | 728.14 |

| | | |
|---------------------------|----|----------|
| VAZQUEZ-LUGO, EMILY | \$ | 2,092.51 |
| VEGA BLANCO, YANIER | \$ | 31.06 |
| VEGA, JOSELUIS | \$ | 1,939.96 |
| VELAZQUEZ DARIAS, CARLOS | \$ | 1,039.33 |
| VELAZQUEZ RODRIGUEZ, ARIE | \$ | 3,335.60 |
| VELEZ, ESTEBAN | \$ | 21.82 |
| VENTURA, JALIANNY | \$ | 854.46 |
| VIDAL SUAREZ, IDENIA | \$ | 1,373.40 |
| VIDO SALAZAR, FRANCISCO | \$ | 86.45 |
| VIELMA, LUIS A | \$ | 3,274.74 |
| VILLALON BELLO, LUIS | \$ | 1,301.42 |
| WALKER, CALVIN L | \$ | 333.64 |
| WALLS, ROBERT G | \$ | 47.00 |
| WATKINS, TERRENCE L | \$ | 222.85 |
| WEBB, JAMES M | \$ | 334.48 |
| WEIGHTMAN, LAWRENCE A | \$ | 128.00 |
| WENCE, JUAN C | \$ | 2,924.73 |
| WETHINGTON, RONNIE | \$ | 1,708.51 |
| WHITE, DANNAIL | \$ | 474.66 |
| WHITE, GLISSION E | \$ | 1,050.66 |
| WILLIAMS, SHAUN L | \$ | 1,069.76 |
| WILLIAMSON, CALVIN | \$ | 622.80 |
| WILSON, ROBERT S | \$ | 1,169.64 |
| WINTERS, REGINA R | \$ | 1,018.56 |
| WITTMAN, JUSTIN T | \$ | 210.68 |
| WOODS, JOHN D | \$ | 56.24 |
| WORK III, EARL | \$ | 2,661.39 |
| WORKMAN, DOUGLAS | \$ | 445.82 |
| WORMSLEY, CHAD R | \$ | 2,163.44 |
| WRIGHT, DOROTHY J | \$ | 160.74 |
| WRIGHT, JACOB | \$ | 2,276.33 |
| YABLINSKY, MICHAEL A | \$ | 441.08 |
| YOUNG, RONALD D | \$ | 4,580.15 |
| ZAPATA QUINTANA, JORGE | \$ | 302.17 |
| ZARAGOZA, ANGEL | \$ | 1,394.38 |
| ZIESE, JAMES | \$ | 6,329.37 |
| ZOMBEK, BRIAN P | \$ | 130.10 |

EXHIBIT B
CLASS NOTICE

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

| | | |
|--|---|-----------------------------------|
| BRETT STEWART, on behalf of |) | |
| himself and all others similarly situated, |) | |
| |) | Civil Action No. 2:21-cv-01788-CB |
| Plaintiff, |) | |
| |) | |
| vs. |) | District Judge Cathy Bissoon |
| |) | |
| A.P.I., INC., API CONSTRUCTION |) | |
| COMPANY, and API GROUP, INC., |) | |
| |) | |
| Defendants. |) | |

NOTICE OF CLASS ACTION SETTLEMENT AGREEMENT

TO: All non-exempt employees employed by A.P.I., Inc., APi Construction Company, or APi Group, Inc. (collectively “APi”) who worked for APi at the petrochemical facility in Monaca, Pennsylvania being construed for Shell Chemical Appalachia LLC (the “Shell Cracker Plant”) during any workweek from November 3, 2018, to November 27, 2022.

COURT-AUTHORIZED NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. YOU ARE NOT BEING SUED.

Brett Stewart (hereinafter “Plaintiff”) sued APi on behalf of himself and all other non-exempt employees of API at the Shell Cracker Plant during any workweek from November 3, 2018, to November 27, 2022. Plaintiff alleges that APi failed to pay all overtime wages owed to the Class under the Pennsylvania Minimum Wage Act (“PMWA”) for pre-shift and post-shift work during their employment. APi denies that it did anything wrong and claims it paid all overtime wages owed.

YOUR LEGAL RIGHTS AND OPTIONS

| | |
|--|---|
| STAY IN THIS LAWSUIT AND FILE A CLAIM | Stay in this lawsuit and file a claim. By staying in the lawsuit and filing a claim, you will receive a settlement payment. But you give up the right to sue APi separately about the same legal claims in this lawsuit. |
| ASK TO BE EXCLUDED | Remove yourself from this Class Action, get no benefits or money from the settlement, but keep certain rights. If you ask to be excluded, you will not share in the settlement recovery. But you keep the right to bring separate claims against APi about the same legal claims in this lawsuit. |

Your options and other basic information is explained in this Notice. To ask to be excluded, you must act before **90 DAYS FROM MAILING**.

FREQUENTLY ASKED QUESTIONS

1. Does this Notice apply to me?

If you were a non-exempt employee of API at the Shell Cracker Plant during any workweek from November 3, 2018, to November 27, 2022, then you are considered a member of the class. A Settlement Agreement has been reached in this case and you have options to exercise.

2. What is this lawsuit about?

This lawsuit was commenced on November 3, 2021, with the filing of a Class Action Complaint and Demand for Jury Trial. In general terms, the Complaint alleges that APi failed to pay the Class all overtime wages owed under the PMWA for pre-shift and post-shift work. APi vigorously denies that it did anything wrong and contends that it has paid all overtime wages owed to its non-exempt employees under the PMWA. This is only a summary. You can obtain more-detailed information as set forth in Section 13 below.

3. What is a Class Action and why am I involved?

In a Class Action lawsuit, the “Class Representative” (in this case, Brett Stewart) sues on behalf of himself and others who have similar claims. All of these people together are called a “Class” or “Class Members.” APi is called the Defendant. In a Class Action, one court resolves the issues for everyone in the Class, except for those who choose to exclude themselves from the Class. The Court decided this case should proceed as a Class Action and granted preliminary approval of the Settlement Agreement because the Court found that the lawsuit meets the requirements of the Federal Rules of Civil Procedure that govern Class Actions. In general, the Court

found that there are legal questions and facts common to all Class Members, and the claims of the Class Representative are typical of the claims of the rest of the Class, that these common questions are more important than questions affecting only individuals, and that the Class Action will be more efficient than hundreds of individual lawsuits. The Court also found that the Class Representative, and Class Counsel, will fairly and adequately represent the interests of the Class.

4. What does the Settlement Agreement provide for?

The parties reached a settlement to avoid the costs and risks of further litigation in this matter. As part of the Settlement Agreement, Class Members who submit a claim form will receive payment of a share of the settlement proceeds. The total amount of the settlement is \$1,050,000.00. Plaintiff is requesting attorneys' fees in the amount \$350,000.00 (1/3 of the recovery), expense reimbursements in the amount of \$37,087.63, settlement administration costs in the amount of \$18,000.00, and a service payment for the Class Representative in the amount of \$10,000.00. If the Court approves Plaintiff's request, then \$634,912.37 will be distributed to the 659 Class Members covered by the Settlement Agreement.

To receive an individual settlement payment, you must submit a valid claim in a timely manner as described in this notice. Your share of the Settlement Agreement is based upon the total number of hours you worked for APi at the Shell Cracker Plant from November 3, 2018, to November 7, 2022. For every 40 hours you worked for APi, you will receive an estimated settlement value of \$33.73. Based upon APi's payroll data, your settlement share is estimated to be **(ESTIMATED SETTLEMENT VALUE)**.

All settlement payments constitute wages and you are responsible for payment of all taxes associated with your settlement payment. Your settlement payment will be reduced by all ordinary taxes and withholdings and you will receive an IRS Form W-2 that reports the gross payment and applicable tax withholdings.

This settlement payment is contingent upon approval by the Court. If the Court approves the Settlement Agreement, then you will receive your individual settlement payment at the time directed by the Court. However, if the Court does not approve the Settlement Agreement, then you will not receive the settlement payment described above.

5. How do I file a claim for payment under the Settlement Agreement?

To receive a settlement payment, you must fully complete the enclosed claim form and mail it to the following address: APi Class Action Settlement, c/o American Legal Claim Services LLC, PO Box 23680, Jacksonville, FL 32241-23680.

Your fully completed claim form must be mailed and postmarked by no later than (90 DAYS FROM MAILING) if you want to receive a settlement payment in this case. If you do not mail and postmark a fully completed claim form to the address above on or before **(90 DAYS FROM MAILING)**, then you will not receive a settlement payment in connection with this lawsuit, but will still be bound by the release of claims against APi in connection with your work at the Shell Cracker Plant.

6. What do I give up if I receive a settlement payment or do not opt-out of this lawsuit?

If you receive a settlement payment or do not opt-out of this lawsuit, you release and forever discharge APi (including, their owners, predecessors, successors, assigns, agents, directors, officers, board members, employees, representatives, attorneys, parents, subsidiaries, fiduciaries, affiliated divisions and companies), whether under federal or state law, from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, which arise on or before November 27, 2022 and were pled in the Action or are reasonably related to claims that could have been pled in the Action, including all such claims related in any way to the calculation or payment of wages under the Pennsylvania Minimum Wage Act, the Pennsylvania Wage Payment and Collection Law, the Fair Labor Standards Act, all as amended, and their implementing regulations, or any other statutory or common law theory for wages or overtime, and benefits related thereto, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. This includes, but is not limited to, such claims as: failure to pay overtime based on the regular rate of pay; failure to properly calculate compensable time worked; failure to compensate for all time worked; failure to provide compliant meal or rest breaks or to pay for missed, interrupted, or shortened breaks; failure to provide accurate, complete, or timely wage statements; failure to provide accurate or timely wage notices; and failure to pay or reimburse for business expenses.

For this reason, you will be prohibited from suing APi for any of the claims described above related to your work at the Shell Cracker Plant. You will be promising not to sue APi or participate in a class action lawsuit based upon the claims described above related to your work at the Shell Cracker Plant. If you are currently suing APi in connection with your work at the Shell Cracker Plant, or intend to sue APi in connection with your work at APi, then you should consult with an attorney about the impact of this release on such current or intended lawsuit.

7. Why would I ask to be excluded?

If you already have a lawsuit against APi for similar claims and want to continue with it, or if you do not agree with the claims made in this lawsuit, then you may ask to be excluded from the Class. If you remove yourself from the Class (sometimes called "opting out of the Class"), then you will not receive any of the settlement proceeds. However, you may be able to sue or make a claim against APi on your own. If you start your own lawsuit against APi after you exclude yourself, you will have to independently prove your claims, and you may have to hire your own lawyer.

8. How do I ask the Court to exclude me from the Settlement Agreement?

To be excluded, you must send an “Opt-Out Request” in the form of a letter sent by U.S. Mail, stating that you want to be excluded from the *APi Class Action*. Be sure to include your name, address, and telephone number. The letter must be signed by you. You must mail your Opt-Out Request postmarked by **(90 DAYS FROM MAILING)** to: APi Class Action Settlement, c/o American Legal Claim Services LLC, PO Box 23680, Jacksonville, FL 32241-23680.

You may not exclude yourself by phone or by e-mail. **If you ask to be excluded, then you will not receive a settlement payment and cannot object to the Settlement Agreement.** However, by excluding yourself, you will not be bound by the release of claims against APi in connection with your work at the Shell Cracker Plant.

9. Do I have an attorney in this case, or do I need to get my own?

The Court has certified the law firm of Jubelirer, Pass & Intrieri, P.C. as Class Counsel. These are the lawyers who represent the Class Members. You do not need to hire an attorney because Class Counsel is working on your behalf if you are a Class Member. If you want your own lawyer, then you will have to hire that lawyer. You can ask him or her to appear in a Court for you if you want someone other than Class Counsel to speak for you.

10. How does Class Counsel get paid?

Class Counsel worked on this case on a pure contingency basis—meaning they agreed to advance all costs and would not get paid unless money was recovered in the case. Under the Settlement Agreement, Class Counsel has asked the Court to approve attorneys’ fees in the amount \$350,000.00 (1/3 of the recovery), expense reimbursements in the amount of \$37,087.63, and settlement administration costs in the amount of \$18,000.00. You will **not** pay any additional attorneys’ fees or costs out of your individual share of the settlement proceeds.

11. When and where will the Court consider whether to approve the Settlement Agreement?

The Court will hold a hearing to determine whether the Settlement Agreement should be approved. You are not required to attend the hearing, but it is your right to do so if you wish. At the hearing, the Court will consider whether the Settlement Agreement is fair and reasonable. The Court will consider all written objections and will hear from any Class Members who wish to speak to the Court. The Court will hold a hearing at **(TIME)** on **(DATE)** in Courtroom **(NUMBER)** of the United States Courthouse, 700 Grant Street, Pittsburgh, PA 15219. This hearing will be subject to adjournment without further notice to the Class Members other than that which may be posted by the Court.

12. How do I object to the Settlement Agreement?

If you do not agree with the terms of the Settlement Agreement and believe it should not be approved by the Court, then you may file Objections. The Court will consider your Objections when determining whether to approve the Settlement Agreement. To file Objections, you must write a letter stating that you object to the Settlement Agreement in this case. The letter must include your full name, address, telephone number, e-mail, and signature and must state why you are objecting to the Settlement Agreement. You may consult with a lawyer about your objections if you wish to do so. However, you do not need a lawyer to file Objections to the Settlement Agreement in this case. If you do not have a lawyer, then simply explain to the Court why you are objecting.

Objections must be mailed and postmarked by no later than **(INSERT DATE 90 DAYS FROM MAILING)** to: APi Class Action Settlement, c/o American Legal Claim Services LLC, PO Box 23680, Jacksonville, FL 32241-23680. You cannot object by phone or e-mail.

13. What if I have other questions about this case or the claims process?

If you have questions about the case or the claims process, please review the APi Class Action Settlement website at **(INSERT WEBSITE ADDRESS)**, call **(INSERT TOLL FREE NUMBER)**, or send an e-mail to **(INSERT ADMINISTRATOR E-MAIL)**.