

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-CLASS ACTION**

WILLIAM KENNEY, on behalf of)	
himself and all others similarly)	
situated,)	
)	Judge Alan D. Hertzberg
Plaintiff,)	
)	
vs.)	Case No. GD-21-014479
)	
AESCIT CORPORATION,)	
AESCIT SERVICES CORPORATION,)	
and, MATTHEW FANELLI,)	
)	
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, William Kenney, filed a complaint against Defendants, AESCIT Corporation, AESCIT Services Corporation, and Matthew Fanelli (“Defendants”), 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. Kenney and the putative class members overtime wages for certain activities during their employment at the petrochemical facility being constructed for Shell Chemical Appalachia LLC (hereinafter the “Project”), in Monaca, Pennsylvania;

WHEREAS, Defendants deny liability and contend that Plaintiff and the putative class members have been fully paid for all compensable time under the PMWA for work completed at the Project;

WHEREAS, the Parties agreed to engage in settlement discussions relative to this Action in an effort to avoid continued costs and expenses, 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 confidential sharing of information that included the production of timekeeping and payroll data for all non-exempt employees of Aescit who worked at the Project January 12, 2021 through and including June 17, 2022.

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; and

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 128 other non-exempt employees employed by Defendants who worked for Defendants at the Project during any workweek from January 12, 2021 through and including June 17, 2022. These 129 individuals are listed in Exhibit A attached hereto.

“Court” means the Court of Common Pleas of Allegheny County, Pennsylvania.

“Defendants” means AESCIT Corporation, AESCIT Services Corporation, and Matthew Fanelli.

“Defense Counsel” means Cozen O’Connor (One Oxford Centre, 301 Grant Street, 41st Floor, Pittsburgh, Pennsylvania 15219).

“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 \$240,000.00.

“Final Approval Date” means the date on which the Court docket an order approving the Settlement as fair and reasonable and dismissing the Action with prejudice. For the Court’s convenience, the motion seeking final approval of the Settlement will include 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, and litigation expenses] *minus* [settlement administration costs] *minus* [any Court-approved service payment to Plaintiff]. If the Court approves Class Counsel’s request, a total of \$80,000.00 in attorneys’ fees, \$5,816.75 in costs, \$9,500.00 for settlement administration costs, and a \$5,000.00 service payment for Plaintiff, will be deducted from the Gross Settlement Fund. The Net Settlement Fund will equal \$139,683.25.

“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 either (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, or (2) having failed to take the necessary steps to exclude themselves from the Settlement by following the procedures described herein, 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 William Kenney.

“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 Maximum Calculated Unpaid Wages for Defendants on the Project) *divided by* (All Class Members' combined Maximum Calculated Unpaid Wages for Defendants on the Project)] *multiplied by* [the Net Settlement Fund]. These amounts are 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 \$240,000.00 *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. For the avoidance of doubt, this Maximum Payment Amount includes all taxes and withholdings ordinarily borne by employees attributable to the settlement payments to Participating Class Members in addition to the payments to Class Counsel and Plaintiff.

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 June 17, 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 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 129 Class Members 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, to the extent available, the following information for each Class Member: name; last known residential mailing address; 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. Class Members who do not timely and properly opt out from the Settlement will be bound by this Settlement, including the Release provision described in Section 4 above.

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.

For a Participating Class Member to receive a check, they must (a) not opt out, and (b) 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 by 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-mail the check to any updated address. Participating Class Members who fail to cash their settlement check within one-hundred eighty (180) 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. Unclaimed portions of the Net Settlement Fund and any settlement checks that remain uncashed more than one-hundred eighty (180) days after the initial date of mailing (the "Unclaimed Funds"), shall be paid by the Settlement Administrator as a *cy pres* donation in compliance with Pa.R.C.P. 1716. Fifty percent (50%) of the Unclaimed Funds will be donated to the Joint Apprenticeship Program IAH & AW Local #2—a tax-exempt union apprenticeship training fund—pursuant to Pa.R.C.P. 1716(b). The remaining fifty

percent (50%) percent of the Unclaimed Funds will be donated to the Pennsylvania Interest on Lawyers Trust Account Board pursuant to Pa.R.C.P. 1716(b).

12. Service Payment to Plaintiff.

Class Counsel will ask the Court to approve the payment to Plaintiff of a \$5,000.00 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 (including, their owners, predecessors, successors, assigns, agents, directors, officers, board members, employees, representatives, attorneys, parents, subsidiaries, fiduciaries, affiliated divisions and companies) 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 \$80,000.00 in contingent attorneys' fees, and \$5,816.75 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: 01/25/25 
Plaintiff, William Kenney

DATE: 01/24/2025 
Class Counsel, Jubelirer, Pass & Intrieri, P.C.

DATE: 01/28/2025 
Defendant, AESCIT Corporation

DATE: 01/28/2025 
Defendant, AESCIT Services Corporation

DATE: 01/28/2025 
Defendant, Matthew Fanelli

DATE: 01/28/2025 
Defendant, Andrew Fanelli

DATE: 1/28/25 
Defense Counsel, Cozen O'Connor

Exhibit A – Settlement Shares

Name	Settlement Share
Allen, Devon	\$ 383.25
Apgar, Joseph	\$ 4.79
Ball, Douglas	\$ 417.75
Bell, Ricky	\$ 529.93
Blose, James	\$ 645.01
Boehm, Trevor	\$ 95.05
Boschert, Richard	\$ 1,421.86
Bougere, Tyrone	\$ 669.23
Breaux, Aaron	\$ 299.82
Breaux, Kenneth	\$ 463.87
Breazeale, Allen	\$ 551.25
Brito, Jose	\$ 3,184.66
Carcisse, Christopher	\$ 277.56
Carnahan, Chase	\$ 157.30
Cernick, John	\$ 1,656.52
Chute, Ryan	\$ 836.67
Cisson, Hayden	\$ 10.37
Clay, Austin	\$ 117.98
Coleman, Raphael	\$ 1,933.89
Dern, William	\$ 2,478.54
Diggs, Chavis	\$ 1,712.21
Dixon, Colby	\$ 896.01
Donaldson, Trevor	\$ 134.87
Dunbar, Robert	\$ 424.41
Elias, William	\$ 488.15
Farias, Larry	\$ 414.87
Flanagan, William	\$ 4,116.19
Flick, Alex	\$ 239.78
Freeman, Wyatt	\$ 1,574.65
Furquet Salgado, Roberto	\$ 1,156.10
Gallow, Jacobby	\$ 3,862.72
Gary, Christopher	\$ 648.19
Geason, Tre	\$ 1,154.82
Gerthoffer, Albert J	\$ 1,480.01
Gettings, Richard	\$ 34.92
Gismondi, David	\$ 430.30
Gomez, Jose	\$ 306.50
Green, Gary	\$ 349.72
Green, Houston	\$ 670.85

Greene, Demond	\$ 225.79
Guajardo, Christopher	\$ 1,328.54
Guillory, Eric	\$ 1,975.95
Gutierrez, Omar	\$ 682.42
Harry, Ryan	\$ 864.29
Hassko, Frank	\$ 57.09
Hatten, Spencer	\$ 99.74
Herring, Morgan	\$ 760.82
Horne, Raymond	\$ 503.86
Howdershelt, Jeffrey	\$ 4,432.90
Huelsman, William	\$ 1,151.30
Hunter, David	\$ 706.33
Ibanez, Cesar	\$ 655.06
Jeter, Sonya	\$ 19.52
Johnson, Wendell	\$ 1,531.06
Jones, Robert D.	\$ 3,261.77
Kenney, William	\$ 2,661.56
Ketchum, Joshua	\$ 403.03
Kisner, Donald	\$ 4,582.95
Kronz Jr, Donald	\$ 494.12
Ledezma, Nelson	\$ 676.24
Lemon, Calvin	\$ 834.44
Lewis, Casey	\$ 1,357.77
Littell, Mark	\$ 123.74
Losco, David	\$ 2,222.50
Lutka, Stephen	\$ 321.04
Lyons, Michael	\$ 823.86
Martin, Joshua	\$ 133.80
Martinez, David	\$ 830.06
Martinez, Yener	\$ 1,480.85
Marx, John	\$ 437.99
Marx, Joseph	\$ 383.06
Marx, William	\$ 652.91
Mayeres, Richard	\$ 1,029.19
McBride, Terrance	\$ 689.26
McGee, Deanel	\$ 943.64
McGee, Michael	\$ 1,599.98
Merryman, Eric	\$ 773.31
Miller, William	\$ 693.80
Miranda Selva, Alejandro	\$ 1,135.60

Montgomery, Cynthia	\$ 1,073.02
Moya, Martin	\$ 2,711.45
Mucha, Aaron	\$ 86.80
Myers, John	\$ 57.51
Nelson, James	\$ 983.14
Nemet, Joshua	\$ 1,085.18
Nethen, Robert	\$ 853.78
Neyman, Brandon	\$ 1,094.55
Parker, Ryan	\$ 126.29
Parnell, Marshall	\$ 1,419.99
Paul, Joel	\$ 932.16
Peoples, Gary	\$ 1,933.11
Phillips, Lawrence	\$ 1,773.05
Pieczynski, Brian	\$ 1,651.81
Pike, Brian	\$ 2,018.68
Pinder, Rodney	\$ 1,530.49
Powell, Pernell	\$ 1,781.37
Quesada, Joel	\$ 801.73
Rainwater, Michael	\$ 676.77
Rajewski, Christopher	\$ 208.59
Reed, Fred	\$ 4,822.46
Reed, Joseph	\$ 1,557.10
Reese, Willie	\$ 357.17
Rhodes, Nathan	\$ 3,813.09
Rodriguez, Carlos E	\$ 1,376.57
Rodriguez, Joel	\$ 85.31
Rychorcowicz, Travis	\$ 588.55
Rymniak, Anthony	\$ 3,098.87
Schuffert, David	\$ 436.62
Selders, Marcus	\$ 2,401.52
Serwatka, Chris	\$ 1,268.83
Shepard, Craig	\$ 266.35
Smith, Justin	\$ 1,090.29
Smith, Scott	\$ 337.00
Solis, Oscar	\$ 731.80
Stio, Anthony	\$ 1,222.52
Strickland, Stuart	\$ 1,513.09
Surgenavic, Ethan	\$ 178.36
Truehill, Dean	\$ 2,521.63
Velasquez, Joseline	\$ 471.39

Velez, Luis	\$ 1,490.61
Walsh, Ryan	\$ 202.11
Washington, David	\$ 527.25
Washington, Tremaine	\$ 512.11
Watson, Kirk	\$ 921.36
Williams, Matthew	\$ 1,162.98
Williams, Randie	\$ 638.56
Wilridge, Antonie	\$ 2,187.12
Wright, Jacob	\$ 915.84
Wright, Jimirez	\$ 415.53

Exhibit B – Class Notice

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-CLASS ACTION**

WILLIAM KENNEY, on behalf of himself and all others similarly situated,)	
)	
Plaintiff,)	Judge Alan D. Hertzberg
)	
vs.)	Case No. GD-21-014479
)	
AESCIT CORPORATION,)	
AESCIT SERVICES CORPORATION,)	
and, MATTHEW FANELLI,)	
)	
Defendants.)	

NOTICE OF CLASS ACTION SETTLEMENT AGREEMENT

TO: All non-exempt employees employed by AESCIT Corporation, AESCIT Services Corporation, and/or Matthew Fanelli. (collectively “Defendants”) who worked for the Defendants at the petrochemical facility in Monaca, Pennsylvania being constructed for Shell Chemical Appalachia LLC (the “Shell Cracker Plant”) during any workweek from January 12, 2021 through June 17, 2022.

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

William Kenney (hereinafter “Plaintiff”) sued Defendants on behalf of himself and all other non-exempt employees of Defendants at the Shell Cracker Plant during any workweek from January 12, 2021 through June 17, 2022. Plaintiff alleges that Defendants failed to pay all overtime wages owed to the Class under the Pennsylvania Minimum Wage Act (“PMWA”) during their employment. Defendants deny that they did anything wrong and claim they paid all overtime wages owed.

YOUR LEGAL RIGHTS AND OPTIONS

FILE A CLAIM	<p>File a timely claim and receive benefits. By filing a claim, you will receive a settlement payment. But you give up the right to sue Defendants separately about the same legal claims in this lawsuit.</p>
ASK TO BE EXCLUDED	<p>Remove yourself from this Class Action, get no benefits 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 Defendants about the same legal claims in this lawsuit.</p>
DO NOTHING	<p>Do nothing – release your claims but receive no monetary benefits. You will remain in this lawsuit but unless you file a claim, but you will receive nothing. If you fail to act, you will be precluded by the Court from suing Defendants separately about the same legal claims in this lawsuit.</p>

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 the Defendants at the Shell Cracker Plant during any workweek from January 12, 2021 through June 17, 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 30, 2021, with the filing of a Class Action Complaint and Demand for Jury Trial. In general terms, the Complaint alleges that Defendants failed to pay the Class all overtime wages owed under the PMWA. Defendants

vigorously deny that they did anything wrong and contend that they paid all overtime wages owed to their 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, William Kenney) sues on behalf of himself and others who have similar claims. All of these people together are called a “Class” or “Class Members.” Defendants are the persons who were sued. 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 Pennsylvania 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 \$240,000.00. Plaintiff is requesting attorneys’ fees in the amount \$80,000.00 (1/3 of the recovery), expense reimbursements in the amount of \$5,816.75, settlement administration costs in the amount of \$9,500.00, and a service payment for the Class Representative in the amount of \$5,000.00. If the Court approves Plaintiff’s request, then \$139,683.25 will be distributed to the 129 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 your pro rata share of the total value of the compensation allegedly owed under Plaintiff’s theory of the case for the period from January 12, 2021 through June 17, 2022. Based upon Defendants’ 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: AESCIT 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 Defendants 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 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 arise on or before June 17, 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 Defendants for any of the claims described above related to your work at the Shell Cracker Plant. You will be promising not to sue Defendants 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 Defendants in connection with your work at the Shell

Cracker Plant, or intend to sue Defendants in connection with your work, 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 wish to maintain your rights against Defendants, 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 Defendants on your own. If you start your own lawsuit against Defendants 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 *AESCIT 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: AESCIT 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 Defendants in connection with you 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 \$80,000.00 (1/3 of the recovery), expense reimbursements in the amount of \$5,816.75, and settlement administration costs in the amount of \$9,500.00. 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 816 of the City-County Building, 414 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: AESCIT 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 AESCIT Class Action Settlement website at **(INSERT WEBSITE ADDRESS)**, call **(INSERT TOLL FREE NUMBER)**, or send an e-mail to **(INSERT ADMINISTRATOR E-MAIL)**.