

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

<p>JOHNATHAN SEILER, on behalf of himself and all Others similarly situated,</p> <p align="center">Plaintiff,</p> <p align="center">vs.</p> <p>J.T. THORPE & SON, INC., and KEVIN HOWARD,</p> <p align="center">Defendants.</p>	<p>Judge Alan D. Hertzberg</p> <p>Case No. GD-21-014672</p>
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NOTICE OF CLASS ACTION SETTLEMENT AGREEMENT

TO: All non-exempt employees employed by J.T. Thorpe & Son, Inc. and/or Kevin Howard. (collectively “Defendants”) who worked for one or both of the Defendants at the petrochemical facility in Monaca, Pennsylvania being construed for Shell Chemical Appalachia LLC (the “Shell Cracker Plant”) during any workweek from February 24, 2020 through July 3, 2022.

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

Johnathan Seiler (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 February 24, 2020 through July 3, 2022. Plaintiff alleges that Defendants 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. Defendants deny that they did anything wrong and claims they paid all overtime wages owed.

YOUR LEGAL RIGHTS AND OPTIONS

FILE A CLAIM	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, including those claims potentially arising under the Fair Labor Standards Act (“FLSA”).
ASK TO BE EXCLUDED	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, including those claims potentially arising under the FLSA.
DO NOTHING	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, including those claims potentially arising under the FLSA.

Your options and other basic information is explained in this Notice. To ask to be excluded, you must act before **June 9, 2025**.

FREQUENTLY ASKED QUESTIONS

1. Does this Notice apply to me?

If you were a non-exempt employee of one of the Defendants at the Shell Cracker Plant during any workweek from February 24, 2020 through July 3, 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 December 7, 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 for pre-shift and post-shift work. Defendants vigorously deny that they did anything wrong and contends that they 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, Johnathan Seiler) 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 \$550,000.00. Plaintiff is requesting attorneys’ fees in the amount \$183,333.00 (1/3 of the recovery), expense reimbursements in the amount of \$38,758.40, settlement administration costs in the amount of \$19,804.00, and a service payment for the Class Representative in the amount of \$7,500.00. If the Court approves Plaintiff’s request, then \$307,604.60 will be distributed to the 714 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 Defendants at the Shell Cracker Plant from February 24, 2020 through July 3, 2022. For every 40 hours you worked for Defendants, you will receive an estimated settlement value of \$21.20. 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: J.T. Thorpe & Son, Inc. Class Action Settlement, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241-3489.

Your fully completed claim form must be mailed and postmarked by no later than June 9, 2025 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 **June 9, 2025**, 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, including potential claims arising under the Fair Labor Standards Act.

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 July 3, 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, including your right to bring an FLSA claim, 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 *J.T. Thorpe & Son, Inc. 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 **June 9, 2025** to: J.T. Thorpe & Son, Inc. Class Action Settlement, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241-3680.

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 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 & Intriери, 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 \$183,333.00 (1/3 of the recovery), expense reimbursements in the amount of \$31,758.40, and settlement administration costs in the amount of \$19,804.00. 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 **2:00 pm on June 18, 2025** 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 **June 9, 2025** to: J.T. Thorpe & Son, Inc. Class Action Settlement, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241-3680. 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 J.T. Thorpe & Son, Inc. Class Action Settlement website at thorpesettlement.com, call **888-755-4391**, or send an e-mail to info@thorpesettlement.com.