

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

Capitalized terms used in this Order have the meanings assigned to them in the Settlement Agreement and this Order.

Preliminary Approval of Settlement and Conditional Certification of the Settlement Class

1. The terms of the Settlement Agreement are hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing provided for below. The Court finds that said settlement is sufficiently within the range of reasonableness and that proposed Notice of Settlement should be given as provided in this Order.

2. The Proposed Third Amended Complaint is hereby deemed to be filed as docketed at ECF No. 62-1. Defendant is excused from any obligation to file a responsive pleading.

3. Pursuant to Fed. R. Civ. P. 23 the Court hereby conditionally certifies the following Settlement Class:

Any Hourly Craft Union Worker employed by Defendant from November 26, 2018 to the present and whose wages were paid pursuant to the terms of a labor agreement that required payment of the Site Allowance.

4. The Court further finds that the Plaintiff is an adequate class representative for the Settlement Class.

5. The Court further finds that Plaintiff's Counsel are adequate Class Counsel, and the Court has found Class Counsel adequate when initially certifying this case as a class action.

6. The Court approves the proposed Notice of Settlement, with the exception that before the Notice of Settlement is disseminated, Section 11 shall be amended to reflect that requests for exclusion should be sent to the Third Party Administrator, rather than Class Counsel, in accordance with this Order. *See* ECF No. 62-3. The Court also approves the Preliminary Approval and Notice Process as set forth

in the Settlement Agreement. *See* ECF No. 62-2 at 5–7.

7. If the Settlement Agreement is terminated or is not consummated for any reason whatsoever, the conditional class certification of the Settlement Class shall be void. Defendant shall reserve all arguments, defenses and issues that it would have been able to raise absent the settlement of this action, including the right to contest the allegations made by Plaintiff. Additionally, Plaintiff and the Settlement Class shall reserve all of their arguments and rights if the Settlement Agreement is terminated or not consummated for any reason.

Notice to Settlement Class Members and Appointment of Settlement Administrator

8. Counsel for the Class (“Class Counsel”) are as follows:

Nicholas A. Migliaccio, Esquire
Jason S. Rathod, Esquire
Migliaccio & Rathod LLP
412 H Street N.E., Suite 302
Washington, DC 20002

D. Aaron Rihn, Esquire
Sara J. Watkins, Esquire
Robert Peirce & Associates, P.C.
707 Grant Street Suite 125
Pittsburgh, PA 15219

9. Within thirty (30) days after the entry of this Order, Class Counsel shall cause the Notice to be disseminated to Settlement Class Members, substantially in the form set forth at ECF No. 62-3, and in the manner set forth in the Settlement Agreement. Notice will be disseminated expeditiously pursuant to the terms of the Settlement Agreement. Settlement Class Members will have forty-five days (45) from the mailing of the Notice of Settlement (the “Notice Date) to opt out or ninety days (90) from the Notice Date to object. Prior to the Fairness Hearing, Plaintiff and/or the Third Party Administrator shall serve and file a sworn statement attesting to compliance with the provisions of this paragraph.

10. The Notice of Settlement to be provided as set forth in the Settlement Agreement

is hereby found to be the best means practicable of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23, due process, the Constitution of the United States, the laws of Pennsylvania and all other applicable laws. The Notice of Settlement is accurate, objective, informative and provides Settlement Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

11. Class Counsel are authorized to retain RG/2 Claims Administration LLC as a Third Party Administrator in accordance with the terms of the Settlement Agreement and this Order.

Requests for Exclusion from the Settlement Class

12. Any member of the Settlement Class that wishes to be excluded (“opt out”) from the Settlement Class must send a written request for exclusion to the Third Party Administrator, so that it is received by the Third Party Administrator at the address indicated in the Notice by the date indicated in the Notice of Settlement, which will reflect sixty (60) days from the Notice Date. To be effective, the request for exclusion must fully comply with the requirements and limitations set forth in this Order and the Settlement Agreement. Members of the Settlement Class may not exclude themselves by filing requests for exclusion as a group or class but must in each instance individually and personally execute a request for exclusion and timely transmit it to the Claims Administrator.

13. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by all the terms and provisions of the Settlement Agreement, including but not limited to the releases, waivers and covenants described

in the Settlement Agreement, whether or not such person objected to the Settlement and whether or not such person made a claim upon, or participated in, the Settlement Fund created pursuant to the Settlement Agreement.

The Fairness Hearing

14. A hearing on final settlement approval (the “Fairness Hearing”) is hereby scheduled to be held before this Court on June 6, 2022, at 10:00 AM by teleconference, to consider the fairness, reasonableness, and adequacy of the proposed settlement, the dismissal with prejudice of this Action with respect to the Released Parties, that is Defendant therein, and the entry of final judgment in the Action. Class Counsel’s application for award of attorneys’ fees and costs shall be heard at the time of the fairness hearing. Dial-in instructions for the teleconference are available at ECF No. 18, and shall be distributed, as necessary, by Class Counsel.

15. The date and time of the Fairness Hearing shall be set forth in the Notice, but the Fairness Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement Class other than that which may be posted by the Court.

16. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class Members who do not enter an appearance through their own attorneys will be represented by Class Counsel.

17. Any person who does not elect to be excluded from the Settlement Class may, but need not, submit comments or objections to the proposed Settlement. Any Settlement Class Member may object to the proposed Settlement, entry of the Final Order and Judgment approving the Settlement, and Class Counsel’s application for fees and expenses by filing and serving a written objection on or before 90 days from the Notice Date.

18. Any Settlement Class Member making an objection (an “Objector”) must sign the objection personally. An objection must state why the Objector objects to the proposed Settlement and provide the basis to support such position. If an Objector intends to appear personally at the Fairness Hearing, the Objector must include with the objection a notice of the Objector’s intent to appear at the hearing.

19. Objections, along with any notices of intent to appear, must be filed no later than by the date indicated in the Notice, which will reflect ninety (90) days from the Notice Date. If Counsel is appearing on behalf of more than one Objector, counsel must identify each such Objector and each Objector must have complied with the requirements of this Order. These documents must be filed with the Clerk of the Court at the following address:

Clerk of Court, Case No. 2:20-cv-00800-CCW (W.D. Pa.)
United States District for the Western District of Pennsylvania
U.S. COURTHOUSE
700 Grant Street
Pittsburgh, PA 15219

20. Objections, along with any notices of intent to appear, must also be mailed to Class Counsel and counsel for Defendant at the addresses listed below:

D. Aaron Rihn, Esq.
Robert Peirce & Associates, P.C.
2500 Gulf Tower, 707 Grant Street
Pittsburgh, PA 15219-1918

Counsel for Plaintiff

James S. Urban, Esq.
Jones Day
500 Grant Street, Suite 4500
Pittsburgh, PA 15219-2514

Counsel for Defendant

21. Only Settlement Class Members who have filed and served valid and timely notices of objection and indicated they wish to be heard by the Court shall be entitled to be

heard at the Fairness Hearing. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval of the settlement. Any Objector who does not timely file and serve an objection in writing to the Settlement, entry of Final Order and Judgment, and/or to Class Counsel's application for fees, costs and expenses, in accordance with the procedure set forth in the Class Notice and mandated in the Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.

22. All Settlement Class Members who do not personally and timely request to be excluded from the Settlement Class are enjoined from proceeding against the Defendant on the claims in this Action and Settlement.

Other Provisions

23. Upon approval of the Settlement provided for in the Settlement Agreement, to the extent they do not contradict any of the terms set forth in the order, each and every term and provision thereof shall be deemed incorporated herein as if expressly set forth and shall have the full force and effect of an Order of this Court.

24. All reasonable costs incurred in notifying Settlement Class Members, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.

25. Counsel for the Parties are authorized to jointly use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making without further approval of the Court minor changes to the form or content of the Notice of Settlement, and other exhibits that they jointly agree are reasonable and necessary.

IT IS SO ORDERED.

DATED this 23rd day of February, 2022.

BY THE COURT:

/s/ Christy Criswell Wiegand
CHRISTY CRISWELL WIEGAND
United States District Judge

cc (via ECF email notification):
All Counsel of Record