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

RUDOLPH A. KARLO, MARK K. MCLURE, WILLIAM S. CUNNINGHAM, JEFFREY MARIETTI, DAVID MEIXELSBERGER,	)	Civil Action No. 2:10-cv-01283
Plaintiffs,	)	Judge Terrence F. McVerry
vs.	)	**JURY TRIAL DEMANDED**
PITTSBURGH GLASS WORKS, LLC,	)	
Defendant.	)	***ELECTRONICALLY FILED***

SECOND AMENDED COMPLAINT

AND NOW come Plaintiffs Rudolph A. Karlo, Mark K. McLure, William S. Cunningham, Jeffrey Marietti, and David Meixelsberger, (collectively, the "Plaintiffs"), by and through their counsel, Obermayer Rebmann Maxwell & Hippel LLP, and file this Second Amended Collective Action Complaint against Defendant Pittsburgh Glass Works, LLC ("PGW" or "Defendant"), pursuant to the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq* ("ADEA").

THE PARTIES

1. Plaintiff Rudolph A. Karlo is an individual who is currently 55 years old and resides in Creighton, Pennsylvania.

2. Plaintiff Mark K. McLure is an individual who is currently 59 years old and resides in Lower Burrell, Pennsylvania.

3. Plaintiff William S. Cunningham is an individual who is currently 56 years old and resides in Springdale, Pennsylvania.

4. Plaintiff Jeffrey Marietti is an individual who is currently 59 years old and resides in Tarentum, Pennsylvania.

5. Plaintiff David Meixelsberger is an individual who is currently 56 years old and resides in Lower Burrell, Pennsylvania.

6. Defendant PGW is a Pennsylvania limited liability corporation with its principal place of business located at 30 Isabella Street, Suite 500, Pittsburgh, Pennsylvania 15212. Before its creation in October of 2008, the underlying business operations and assets of PGW were formally part of the automotive glass and services business of PPG Industries, Inc. ("the automotive glass business"), which is also headquartered in Pittsburgh, Pennsylvania. PPG Industries, Inc. ("PPG") retained a 40% ownership interest in PGW, with the other 60% being owned by the private equity firm, Kohlberg & Company, LLC ("Kohlberg"),a Chicago-based private equity firm with $8.0 billion in assets. Later, Kohlberg acquired the remainder of PPG's interest in the venture.

7. At all relevant times, PGW has continuously been an "employer" within the meaning of 29 U.S.C. § 623 of the ADEA.

8. The Plaintiffs are all former employees of PGW and were previously long-time PPG employees.

NATURE OF THIS ACTION AND CORE ALLEGATIONS

9. This is an action pursued by Plaintiffs, with nearly 126 years of combined experience and dedicated service to PPG and/or PGW, seeking redress on a collective basis for systemic practices engaged in by PGW resulting in discrimination against members of its older work force in a RIF that occurred on or about March 31, 2009.

10. Plaintiffs Karlo and McLure also seek damages for retaliation arising from their refusal to accede to PGW's demand that their EEOC charges be withdrawn.

11. Specifically, Plaintiff Karlo was directed by various managers to "make the issue [the EEOC charges] go away" if he wanted to be rehired by PGW.

12. After Plaintiff Karlo declined to accede to these demands, PGW's Senior Vice President of HR himself, Robert McCullough, personally ordered that he and Plaintiff McLure be terminated in retaliation.

13. The Plaintiffs filed this action against PGW for discrimination in employment. PGW used the adverse economic conditions which existed at the time of the reductions in force as an excuse to jettison long-standing written human resources policies governing RIFs that had been in place in the organization for at least a decade, and failed to adhere to standards of any kind to protect against age discrimination in the execution of the RIF.

14. The March 2009 RIF which resulted in the termination of Plaintiffs was not a RIF properly motivated and/or carried out. PGW engaged in the following acts and omissions in conducting the RIF:

a. Establishing and employing methods for selecting employees for termination in the RIF, based principally upon senior management's entirely subjective, perception of employees' "adaptability." These methods were unreliable, invalid, and pretextual, resulting in the termination of disproportionately high numbers of older workers who were never informed of the arbitrary, clandestine methods used to select them for termination;

b. Failing to adhere to extensive and long-standing written policies and procedures governing how RIFs were conducted within the organization. Such policies and procedures had been in place within the automotive glass business when it was owned by PPG Industries, since at least October 31, 2000, and were scuttled in order to carry out the arbitrary directive of Kohlberg principal and PGW CEO Wiggins to make reductions in head count;

c. Failing to evaluate or credit the past performance history and contributions of employees in deciding who to terminate, and declining to perform annual performance evaluations in advance of the RIF;

d. Failing to credit or even consider length of tenure within the organization as a factor in deciding who to terminate;

e. Failing to document in any form any of the reasons that any of the older workers were selected for termination;

f. Failing to exercise appropriate supervision or control over managers who selected older workers for termination;

g. Maintaining a corporate culture which fostered and encouraged pervasive ageist stereotypes, implicit age bias, and age-related animus, and which permitted managers to practice age discrimination in selecting employees for termination;

h. Willfully failing to establish policies to ensure compliance with the requirements of the ADEA, and to guard against age discrimination and implicit age bias, including, without limitation, policies requiring proper training by HR of managers who selected employees for termination in the RIF;

i. Willfully failing to perform in advance of the completion of the RIF (or at any time thereafter), a disparate impact analysis to assess whether the RIF would result in the elimination of a disproportionately high number of older workers (as had been done within the auto glass organization by PGW's immediate predecessor, PPG Industries), or to otherwise employ safeguards or exercise oversight of the RIF process to prevent or mitigate such discriminatory outcomes, in violation of the ADEA;

j. Failing and refusing to reinstate, retrain and/or relocate older employees into positions that matched their job qualifications which became available after their termination, and failing to notify them of such positions when they became available;

k. In further contravention of the ADEA, retaliating against employees, including two of the Plaintiffs, Rudy Karlo and Mark McLure, who opposed PGW's unlawful policies, practices or procedures, by *inter alia*, filing the charges with the Equal Opportunity Employment Commission ("EEOC") and this lawsuit;

l. Extracting from employees, including Plaintiffs, invalid, misleading, and improper waivers of claims for liability for age discrimination, which were part of its scheme to intimidate and discriminate against older workers and attempting to prevent them from asserting valid claims under ADEA arising from their terminations;

m. Failing to advise employees of the selection criteria utilized by management to terminate them;

n. Otherwise failing to take appropriate measures to carry out the RIF in a non-discriminatory fashion.

15. The above-described policies, patterns, practices, and omissions which adversely impacted older employees constitute willful violations of the ADEA.

16. PGW's written HR policies prohibit discrimination based upon age.

17. After the March 2009 RIF, PGW hired back many of the older workers, who had been with the organization for decades, on a contract basis through the use of a corporate intermediary at reduced levels of compensation—without any credible excuse or justification. Each of those workers was later terminated by PGW.

JURISDICTION

18. This Court has jurisdiction over the federal question subject matter of this civil rights action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b), as made applicable by 29 U.S.C. § 626(b).

19. This Court has personal jurisdiction over PGW because PGW systematically and continuously engages in substantial interstate commercial conduct and business activity within Pennsylvania and maintains its principal place of business in Pennsylvania, and because the case arises in part out of PGW's unlawful conduct within this District.

20. Plaintiffs have complied with all conditions precedent to filing a suit under the ADEA.

21. The Plaintiffs each filed charges of employment discrimination based on age against PGW with the EEOC. Plaintiffs Karlo, McLure, and Cunningham, filed their respective charges on January 22, 2010. Plaintiff Meixelsberger filed his charge on January 25, 2010. Copies of Plaintiffs' EEOC charges are attached as Exhibit A.

22. More than 60 days have elapsed since the Plaintiffs filed charges with the EEOC.

23. Each of the Plaintiffs has received a Dismissal and Notice of Rights from the EEOC. Copies of these EEOC Notices are attached hereto as Exhibit B and are incorporated by reference as though fully set forth herein.

24. The original Complaint in this matter was filed within 90 days of receipt of the first Dismissal and Notice of Rights issued by the EEOC to a Plaintiff.

VENUE

25. Venue is proper in the Western District of Pennsylvania pursuant to 28 U.S.C. § 1391(b), as the unlawful employment acts and practices complained of by the Plaintiffs were committed or occurred, and continue to occur, within this District. Moreover, PGW maintains its principal place of business in this District, and all Plaintiffs reside and/or worked for PGW in this District.

26. In addition, the unlawful employment policies and practices which are the subject of this action, were and are centrally implemented and/or controlled from PGW's principal place of business in this District, and remain in effect in this District and nation-wide in continuous, systematic violation of the ADEA.

27. Because a large number of the terminations by PGW took place in Pittsburgh and because PGW is headquartered in Pittsburgh, this District is an appropriate forum for this collective action.

FACTUAL BACKGROUND

Karlo's Tenure at PGW

28. Karlo began working for PPG Industries, Inc., the automotive glass division of which was the predecessor to Defendant PGW, on October 9, 1978 as a Construction and Maintenance Research Specialist II.

29. In 1983, Karlo was promoted to Construction and Maintenance Research Specialist I and continued to work in that position until 1990.

30. Karlo continued to receive several promotions over the subsequent years: to Senior Technical Assistant in 1990; to Engineering Specialist in 1995; and finally, to Senior Engineering Specialist in 2001, a position which he continued to fill following the transition of the automotive glass division to PGW.

31. During Karlo's career with PPG, he worked with different teams of PPG personnel to develop eight shared patents related to glass processes that have inured to the benefit of PPG and PGW.

32. Throughout his more than 30-year career with PPG and/or PGW, Karlo received consistently positive performance reviews, commendations and awards, commensurate increases to his salary, bonuses (known at PPG as "Personal Performance Grants") and, as described above, multiple promotions. In the last decade or so of Karlo's employment with PPG, the employee evaluation process was referred to as the Performance & Learning Plan ("P&LP"), which involved a written performance evaluation done at mid-year and at year-end. For reasons presently unknown, the annual performance reviews were suspended within the automotive glass business during the three years preceding the March 2009 RIF. Karlo's earlier P&LP and Accountability documents dating back to 1992 confirmed that he was an excellent performer. His past Accountability evaluations consistently reflected that Karlo "Meets" or "Meets +" expectations or "Exceeds Requirements." His P&LP forms were equally consistent.

33. In fact, Karlo never received a low performance rating or bad review during his entire tenure at PPG and/or PGW—from October 9, 1978 to March 31, 2009—before he was abruptly terminated, without explanation, at the age of 51.

34. After his termination session, Karlo questioned his supervisor, Gary Cannon, why he was being let go. Cannon's response was that the retained employees were more "adaptable" than him and that "we don't see you moving forward with the company as it moves forward." These remarks demonstrate that Cannon and the other PGW managers charged with making termination decisions held age biases, and acted with discriminatory intent in selecting Plaintiffs for termination.

35. At his termination session and thereafter, PGW concealed from Karlo the fact that he was selected for termination based upon a secretive and rushed selection process orchestrated by senior management, in which a small group of managers were directed by senior management to exercise unfettered discretion in deciding who to terminate based upon age-related factors, such as perceived "adaptability."

McLure's Tenure at PGW

36. In 1974, McLure started his career with PPG as a contract employee at the Glass Research & Technology Laboratory ("GRTL") facility, a division of PPG. On September 1, 1975, McLure became a full-time, direct PPG employee at the GRTL facility.

37. While at the GRTL facility, McLure was involved in projects related to fiberglass production. Thus, when PPG closed the GRTL facility in 1980, it transferred McLure to its Fiberglass Research facility in RIDC Park in O'Hara Township, Pennsylvania.

38. In 1990, McLure was promoted to the position of Senior Technician for the Fiberglass Reinforcement Group. Although this group was based out of the RIDC Park location,

McLure's position entailed significant travel time to service different PPG facilities, particularly a PPG facility located in Shelby, North Carolina.

39. On June 1, 1999, PPG closed the RIDC Park facility. At that time, McLure was slated to be transferred permanently to Shelby, North Carolina. However, rather than relocate, McLure pursued another opportunity within PPG.

40. McLure was hired by the Automotive Glass/OEM Products Group at PPG's Harmarville, Pennsylvania facility. As an employee of the automotive glass division of PPG—and later as a separate entity, Defendant PGW— McLure was responsible for conducting validation testing, traveling to satellite facilities for problem-solving and troubleshooting, and providing customer support and technical service directly to customers at their facilities. Throughout his tenure with PPG and/or PGW McLure was a dedicated and hardworking employee. He consistently received positive performance evaluations, which denoted that he either met or exceeded job requirements.

41. In the last decade or so of McLure's employment with PPG, the employee evaluation process was referred to as the Performance & Learning Plan ("P&LP"), which involved a written performance evaluation done at mid-year and at year-end. For reasons presently unknown, the annual performance reviews were suspended within the automotive glass business during the three years preceding the March 2009 RIF. McLure's earlier P&LP and Accountability documents confirmed that he was an excellent performer. His past Accountability evaluations consistently reflected that McLure "Meets" or "Meets +" expectations or "Exceeds Requirements." His P&LP forms were equally consistent.

42. McLure also received regular salary increases, bonuses and multiple awards and commendations for his service to his employer, and is a named contributor on a patent developed for PPG.

43. Despite his contributions to PPG and/or PGW over a career spanning more than 34 years, McLure was terminated by PGW without explanation, notice or warning on March 31, 2010 at the age of 55.

Cunningham's Tenure at PGW

44. Cunningham began his career with PPG as a contract employee at PPG's Glass Research & Development Center in Harmarville, Pennsylvania.

45. In April 1996, Cunningham applied for a position with PPG's automotive glass division and was hired on as a direct, full-time PPG employee. Cunningham's work at PPG was largely devoted to the Laminated Glass Project which he saw through from its initial product validation study through every aspect of testing until the final product, known as Sungate Coated Laminate, was ready for production at PPG's manufacturing facilities in Crestline, Ohio and Tipton, Pennsylvania. Cunningham continued to be responsible for monitoring and supporting the launch efforts at these two facilities.

46. Based on Cunningham's considerable contributions to the Sungate Coated Laminate process, he was promoted on September 1, 2004 to the position of Senior Technical Assistant in the OEM New Product & Process Development Group. The announcement of his promotion was accompanied by numerous accolades acknowledging that Cunningham had "made significant contributions to the recent success of two key automotive product/process developments" and had made "important technical contributions, technology transfer, productivity improvements and training of manufacturing personnel that led to the success."

47. Cunningham continued as the Senior Technical Assistant, performing the same job functions after PPG and Kohlberg participated in the joint venture that came to be known as PGW.

48. In the last decade or so of Cunningham's employment with PPG, the employee evaluation process was referred to as the Performance & Learning Plan ("P&LP"), which involved a written performance evaluation done at mid-year and at year-end.

49. For reasons presently unknown, the annual performance reviews were suspended within the automotive glass business during the three years preceding the March 2009 RIF.

50. Cunningham's earlier P&LP and Accountability documents confirmed that he was an excellent performer. His past Accountability evaluations consistently reflected that Cunningham "Meets" or "Meets +" expectations or "Exceeds Requirements." His P&LP forms were equally consistent.

51. During his tenure at PPG and/or PGW, Cunningham never received a bad review as part of any employee evaluation process. He consistently rated high for performance and routinely received merit bonuses for outstanding performance and annual pay increases, including one year in which he received a 9% salary increase.

52. Despite this demonstrated record of success, Cunningham was terminated by PGW, without explanation, on March 31, 2010 at the age of 53.

<u>Marietti's Tenure at PGW</u>

53. Marietti began his career at PPG as a contract employee in the construction and maintenance shop at PPG's Harmarville automotive glass facility in 1984.

54. In 1990, Marietti transferred to the Mold Shop at the Harmarville facility, where he was then responsible for building tooling and doing division maintenance.

55. In 1994, Marietti became a direct PPG employee. He continued to work in the Mold Shop, but was given a PPG title of Construction & Maintenance ("C&M") Research Specialist II.

56. Marietti was promoted to C&M Research Specialist I in 1996 and was again promoted in 2002 to the position of Senior C&M Specialist in the OEM Technology Transfer Group.

57. In 2003, although his job title did not change, Marietti was given greater responsibility and was, essentially, performing the job functions of a Technical Assistant, a role in which he continued after the transition to PGW.

58. In the last decade or so of Marietti's employment with PPG, the employee evaluation process was referred to as the Performance & Learning Plan ("P&LP"), which involved a written performance evaluation done at mid-year and at year-end.

59. For reasons presently unknown, the annual performance reviews were suspended within the automotive glass business during the three years preceding the March 2009 RIF.

60. Marietti's earlier P&LP and Accountability documents confirmed that he was an excellent performer. His past Accountability evaluations consistently reflected that Marietti "Meets" or "Meets +" expectations or "Exceeds Requirements." His P&LP forms were equally consistent.

61. Over the course of his career as a PPG employee, Marietti received high ratings on his P&LPs, and never during his tenure with PPG and/or PGW did he receive a poor performance review.

62. Marietti was abruptly terminated, without explanation, by PGW on March 31, 2009 at the age of 55.

Meixelsberger's Tenure at PGW

63. Meixelsberger began his career with PPG in 1987.

64. Over the course of the next 22 years, Meixelsberger came to be regarded as one of the industry's leading experts in the windshield bending process.

65. Although it was customary for employees in Meixelsberger's job classification to work in tandem with a research engineer, Meixelsberger was routinely trusted to address production issues alone while working in PPG's various production plants.

66. In the last decade or so of Meixelsberger's employment with PPG, the employee evaluation process was referred to as the Performance & Learning Plan ("P&LP"), which involved a written performance evaluation done at mid-year and at year-end.

67. For reasons presently unknown, the annual performance reviews were suspended within the automotive glass business during the three years preceding the March 2009 RIF.

68. Meixelsberger's earlier P&LP and Accountability documents confirmed that he was an excellent performer. His past Accountability evaluations consistently reflected that Meixelsberger "Meets" or "Meets +" expectations or "Exceeds Requirements." His P&LP forms were equally consistent.

69. Throughout his tenure at both PPG and PGW, Meixelsberger received excellent performance evaluations and commendations for a job well done. In fact, at one point, Meixelsberger was hand-selected by Gary Cannon—who at the time had just been named the Director of Manufacturing Technology—to serve in a specialized manufacturing group made up of five employees plucked out of the automotive division at PPG's Harmarville facility.

70. In fact, Meixelsberger was consistently in high demand at PPG's facilities around the country because of his well-known expertise and demonstrated record of success. Even

though this meant significant travel, long work days and time away from his family, Meixelsberger never faltered in his commitment to PPG and/or PGW.

71. However, despite Meixelsberger's track-record of valuable contributions, first to PPG and then to PGW, on March 31, 2009, he was terminated by PGW, without explanation, at the age of 52.

The Joint Venture Between PPG and Kohlberg to Form PGW

72. Upon information and belief, at some point in 2006, PPG formed an intention to divest itself of its automotive glass division.

73. At that time, PPG instituted a "transfer freeze" in automotive glass, which meant that all the employees in that division were supposedly barred from applying for open positions in other business units at PPG. Employees in the automotive glass division were told that they were essentially human capital, an "asset of the automotive glass division and, as such, would be sold with them," because whatever company acquired the division would need good personnel in place after the sale. PPG further emphasized to its employees in automotive glass that it was marketing the division as a "world class company" with an experienced research organization possessing fine-tuned skills and expertise.

74. During this time, PPG also dispensed with the mid-year and end-of year P&LP ("Performance and Learning Plan") employee evaluative process, which required that employees be evaluated twice a year on a variety of performance criteria and agreed-upon performance goals. The PLP process required the employees and their supervisors to fill out an extensive written form documenting their performance. The company unaccountably abandoned its policy requiring managers to fill out the mid-year and end-of-year PL&P forms for

employees under their supervision, resulting in the absence of any uniform written record of the employees' performance.

75. In 2007, PPG originally brokered a deal for the sale of the automotive glass division to a California-based firm, Platinum Equity. However, in the last days of December 2007, the sale was abruptly cancelled by the prospective purchaser.

76. PPG, however, clearly remained determined to negotiate some deal whereby it would divest itself of its automotive glass division.

77. Sometime in 2008, PPG began negotiations with Kohlberg, which culminated in a joint venture agreement between the two entities. Pursuant to this agreement, PPG retained a 40% minority ownership interest in automotive glass and Kohlberg acquired the remaining 60% majority ownership interest. In November 2008, PPG and Kohlberg established a jointly owned successor entity--PGW. (Kohlberg later acquired the remaining 40% interest from PPG, using profits generated by PGW). Following the formation of PGW, the general operations of the business remained the same. The former PPG employees essentially worked for the same supervisors, managers and other leadership personnel. Only senior management was different.

78. However, there were certain notable changes. Even as rumors circulated that PGW intended to downsize its work-force, PGW began populating the production facilities with younger, less experienced workers. The more seasoned employees found themselves being marginalized.

79. Under CEO Wiggins, PGW continued PPG's highly unusual recent practice of not uniformly performing annual performance reviews of its employees (or any other performance reviews), which normally would have been completed at year-end under the pre-existing P&LP process. This practice of discontinuing employee performance evaluations is remarkable for an

organization of PGW's size, with thousands of employees, but was consistent with Wiggins' purposes.

80. In late December 2008, PGW unexpectedly conducted a RIF among employees at several facilities, resulting in the termination of 73 employees.

81. Then, over a two-day period in March 2009, PGW conducted another RIF, resulting in the termination of over 100 employees working in a number of different facilities, including each of the Plaintiffs.

Plaintiffs' Termination by PGW

82. On or about March 31, 2009, the Plaintiffs were summoned to their individual termination sessions. No human resources representative was present in any Plaintiffs' termination session to answer questions about the documents presented to them there and what they were intended to convey.

83. Each Plaintiff was told at his individual termination session that his "position has been eliminated."

84. Plaintiffs questioned whether their job had truly been eliminated, given that their functions, for the most part, had become even more critical in the face of the downturn in the economy.

85. Plaintiffs were simply advised that their termination had nothing to do with their performance and that their position had been eliminated, without being given any explanation of how they were selected for termination.

86. Plaintiffs were not given the opportunity to appeal or request reconsideration or further review of their terminations.

87. Plaintiffs were merely presented with an envelope, where a severance agreement and release from age discrimination claims were included, and were expected to sign in order to get their full severance.

88. The severance agreement and release also came with a document entitled "Information Regarding Employment Termination Program," which contained a list of the job titles and ages of all those who were terminated in the RIF, and a similar list for all those who were retained (the "decisional unit information").

89. Plaintiffs did not immediately realize that the lists of employees provided to them were missing every other page.

90. With approximately 126 years of combined experience and dedicated service to the organization, Plaintiffs were summarily dismissed, without any explanation**.**

PGW's RIF Was Conducted in a Manner Giving Rise to an Inference of Age Discrimination

91. Shortly after Kohlberg acquired the automotive glass division, PGW CEO and Kohlberg principal Wiggins confirmed that PGW was saddled with "an older work force."

92. PGW then started to conduct a "talent review" of its workers in various part of its organization.

93. The "talent review" was the first step in PGW's aggressive downsizing efforts. At the direction of Wiggins, and within two months of the formation of PGW, an initial RIF was conducted, resulting in the elimination of a disproportionate number of older salaried workers on December 1, 2008.

94. Sometime in mid-to-late February, Wiggins arbitrarily directed his senior managers to orchestrate a further RIF by the end of March that would complete a reduction in headcount within the organization of 30 percent.

95. The March 2009 RIF was conducted in a rushed and reckless manner, without any effective oversight by HR or consultation with counsel, despite the fact that there was more than sufficient time to conduct the RIF in a reasonable manner and in compliance with the long-standing written RIF policies and procedures that had been in effect within the organization before PGW acquired it. PGW concealed from each of the Plaintiffs the fact that they were selected for termination based upon a secretive and rushed selection process orchestrated by senior management, in which a small group of managers were directed by senior management to ignore their performance history in the organization (any written documentation of which had been abandoned) and to exercise unfettered and arbitrary discretion in deciding who to terminate, based principally upon age-related factors, such as perceived "adaptability," "future potential" in the "new organization," and the desire for "new blood."

96. The above-described arbitrary and deceitful practices were favored by Kohlberg in its treatment of the employees of companies that it purchased and subjected to "down-sizing," with the short-term goal of turning the companies around after a few years for a quick profit.

97. At no time did PGW articulate for its current or former employees, including the Plaintiffs, the clandestine selection criteria utilized in conducting the RIF (with the possible exception of Karlo, to whom it was admitted that he was selected for termination because he was deemed to be insufficiently "adaptable").

98. As it attempted to extract waivers of ADEA claims, PGW failed to apprise its terminated employees of the factors relied upon in selecting them for termination, in direct contravention of the OWBPA and its supporting regulations.

99. PGW consciously disregarded and jettisoned written RIF policies and procedures that had been in place within the automotive glass business by PPG since at October 31, 2000.

100. The PPG RIF policies required that defined performance criteria be used in selecting employees for termination, and provided certain important protections to ensure that the RIFs were done fairly and in a non-discriminatory manner, including the requirement that a disparate impact analysis be performed. None of these procedures was observed by PGW.

101. Prior to the filing of this action, the Plaintiffs were at a loss to understand how and why they were selected, particularly given that fact that there had been almost no formal performance review process at PPG for two years prior to the divestiture to Kohlberg of the automotive glass business, and no such process at all after PGW became their employer.

102. This unexplained failure to retain any data regarding employee performance and abandonment of the PL&P process for conducting evaluations, which, if the selection process was to be considered legitimate at all, should have been retained, would alone raise the inference that improper considerations, such as age, were at work in the ensuing March RIF.

103. Moreover, despite the unexplained general discontinuation of employee evaluations, there were at least a handful of preferred PPG/PGW employees who were specifically instructed to complete the P&LP process by their supervisor, Jim Willey. Willey revealed this information to another PGW employee, John Bender, but immediately attempted to retreat from his comment, indicating that he had "said too much."

104. Similarly, the "transfer freeze" that was purportedly imposed on all employees of the automotive glass division during the time leading up to the sale was not uniformly applied. A number of younger employees were spared the RIF because they were permitted to pursue other opportunities at PPG, while the chance to transfer was specifically denied to the older Plaintiffs. Specifically, the Plaintiffs are aware, at a minimum that Debby Almasy, Dennis O'Shaughnessy,

Gary Donowski, Dave Claasen, Bob Evans, Harry Nasaab, and Steve Harman were spared because they were not subject to the transfer freeze.

105. By contrast, a number of the Plaintiffs were repeatedly told that they would not be permitted to seek alternative employment elsewhere in PPG. In addition to concealing the method by which employees were selected for termination or retention, PGW also provided the unsupported and fabricated explanation to many of the Plaintiffs that their jobs had been "eliminated." In most instances, this proffered explanation—the only one given by PGW—is demonstrably false.

106. For example, after his termination, the critical job functions being performed by Karlo with respect to managing the mold shop bending rolls were still being performed. In fact, after terminating Karlo, while retaining younger employees to whom PGW hoped to transition his work, PGW came to realize that it had lost a valuable and experienced employee.

107. Thereafter, PGW re-hired Karlo at a lower level of overall compensation as a contract employee through an agency in order to avail itself of the knowledge and experience it had been so quick to discard. However, when Karlo refused to withdraw his charge of discrimination against PGW, it summarily dismissed him a second time. Remarkably, this dismissal was ordered by PGW's Vice President of HR, Robert McCullogh. Similarly, McLure was later retained as a contract employee after PGW discovered that it could not make do with the younger employees it elected to retain in the RIF. Like Karlo, McLure was terminated for the second time by PGW after the EEOC closed its investigation and notified him of his right to sue. As with Karlo, PGW's Vice President of HR commanded that McLure be terminated.

108. PGW's own documents support a conclusion that an unlawful age bias was at play in its RIF decisions. The decisional unit information, complete versions of which were not

provided to any of the Plaintiffs with their respective Separation Agreement and Release documents, reveals that the RIF had a disparate impact on the older members of the PGW workforce, affecting them in greater numbers than would likely occur in the absence of some unlawful bias.

PGW's Invalid and Unenforceable Waiver Agreements

109. PGW has attempted to shield its unlawful conduct from this Court's scrutiny by arguing that the Plaintiffs have waived their ADEA claims by signing Separation Agreements.

110. PGW invoked these agreements, which do not contain valid or enforceable ADEA waivers, to dissuade the EEOC investigation from conducting a thorough or complete investigation, in direct contravention of the OWBPA, 29 U.S.C. § 626(f)(4).

111. As the Plaintiffs explained to the EEOC, the Separation Agreements fail to comply with the OWBPA in a number of respects. *See* Plaintiffs' May 27, 2010, Letter to EEOC, attached as Exhibit C, which is incorporated by reference as though fully set forth herein.

112. Principally, the Separation Agreements failed to provide the Plaintiffs with complete decisional unit information for the group termination program conducted in the RIF, as required by 29 U.S.C. § 626(f)(1)(H). Some Plaintiffs were given only half of the requisite information, as the decisional unit information that PGW purported to provide to them was missing every other page. Thus, the waivers in the Separation Agreements are wholly invalid and entirely unenforceable as to the Plaintiffs' ADEA claims.

PGW's Retaliation Against Plaintiff Karlo

113. On September 11, 2009, less than six months after Plaintiff Karlo was terminated by PGW, the PGW HR Manager for the Creighton facility, John Felker, telephoned Karlo's home to ascertain whether Karlo would be available and willing to return to work at PGW's

Creighton facility on September 14, 2009. Felker reported directly to the plant manager of the PGW Creighton facility, Craig Barnette.

114. However, Plaintiff Karlo was not then available to take Felker's call and the two were unable to speak about the position until September 14, 2009. At that time, Felker indicated that PGW wanted Karlo to return to PGW as a "temporary" maintenance supervisor, and agreed to Karlo's request that he be compensated at a rate of $30.00/hour, which came close to the salary Karlo had previously received, exclusive of benefits.

115. Once Karlo and PGW reached agreement on these terms, Felker arranged for Karlo to be retained through a third-party contractor, Belcan Corporation.

116. Thereafter, a Belcan employee, Kathryn Robison, located in Belcan's offices in Pittsburgh, emailed to Karlo documents related to his employment by Belcan, including, e.g., a W-4 form, an I-9 form, a copy of Belcan's Employment Handbook for the Tech Services Division, a Drug and Alcohol Policy and Agreement, a Confidential and Intellectual Property Agreement, and Accident Report form, a Direct Deposit Enrollment form, instructions regarding submitting time cards, and an "Acknowledgement and Agreement," regarding particular conditions of employment and which specifically noted that Karlo's employment by Belcan would be at will. Other than completing those administrative functions necessary to commence his employment with Belcan (i.e., the completion and submission of the forms identified above) and to secure payment from Belcan for the hours he worked, Karlo had no contact with Belcan during the course of his work at the PGW Creighton facility. He did not interview with Belcan for placement at PGW and he did not receive job duties or assignments from Belcan. In fact, even the decision to terminate his contract employment was communicated to him by PGW employees, not by Belcan.

117. When Karlo began working at the PGW Creighton facility on September 17, 2009, he reported to the PGW Maintenance Manager, Bill Easterlin, who told Karlo that the assignment was, in fact, "long term," rather than "temporary," as described by Felker.

118. Karlo was made a shift maintenance supervisor on the PGW windshield production lines. After a three-week orientation in which he became acquainted with the glass bending lines, which ran 24-hours per day, the maintenance personnel who would report to him, and he became responsible for the computer program utilized to track maintenance work orders, equipment and other critical data, Karlo was assigned as the maintenance supervisor on Crew C.

119. As the maintenance supervisor for Crew C, Karlo had four PGW maintenance employees reporting to him, whom he tasked with maintenance work orders designed to keep the production lines running. Karlo was responsible for assigning work orders to the appropriate employee, ensuring timely completion of work orders, keeping track of all equipment upkeep and repair, documenting all work and ensuring that the shift following his own had a sufficient crew to complete the required tasks.

120. At the end of each week, Karlo would print out a time sheet e-mailed by Belcan, fill in the hours he worked for PGW, have the time sheet approved by Easterlin and then fax it back to Belcan in order to be paid. Later, when Karlo's reporting structure changed, his time cards were approved by a different PGW Manager.

121. On February 1, 2010, following Mark Soderberg's replacement of Barnette as the Creighton plant manager, a supervisor and crew realignment was implemented. Karlo was then reassigned as a production supervisor in charge of windshield Line 1 at the plant. In this position, Karlo reported to PGW's Line 1 Value Stream Manager, Tom Showers.

122. As a production supervisor, Karlo was responsible for the satisfactory production of each windshield run from Line 1 at the Creighton facility during his shift. This meant that Karlo was expected to coordinate all aspects of producing a marketable windshield, including ensuring the right kind of glass was being used; the right thickness and color was being produced; the edgework was seamed and ground to the proper specifications; the right paint for the black-band was utilized; the correct trademark was printed on the glass; the glass was the proper size and form after it was bent; and the correct vinyl was applied based on the automotive customer for whom the windshield was being produced. Like his first contract position at PGW, Karlo was also responsible for ensuring that the line was at all times properly staffed with the requisite manpower and that all the equipment and supplies were properly maintained.

123. Notably, Karlo continued to be responsible for all the duties he had as the maintenance supervisor as well as those new responsibilities associated with being the production supervisor. Karlo's job duties clearly related to general production of windshields from PGW's Creighton facility, not to a special, short-term project. The Creighton facility continues to operate and produce windshields.

124. However, in the last week of June, 2010, after Karlo finished delivering a routine summary of shift activities to his supervisor, Tom Showers, and another PGW Manager, Bob Pinchok, Karlo was approached by Pinchok who indicated that he wanted to talk to Karlo about an important issue.

125. Pinchok informed Karlo that PGW wanted to retain him as a production supervisor, perhaps even as a direct employee at PGW, but that "there is an issue out there that needs to go away." When Karlo attempted to ask Pinchok whether he was referring to his EEOC charge, which had been filed less than six months earlier and was then still pending before the

agency, Pinchok would only say that Karlo knew "what issue [he was] referring to," and that Karlo just needed to "make the whole thing go away."

126. Pinchok indicated that, if Karlo wanted the job at the Creighton facility, Felker, the HR manager, or Mark Soderberg, the plant manager, would be waiting to hear from Karlo and that Karlo "knew what he had to do."

127. Roughly one week later, Karlo was approached Showers, who asked Karlo whether he had spoken to Felker or Soderberg yet. When Karlo sought clarification as to what the subject of that conversation was supposed to be, Showers responded evasively: "You know." When Karlo queried further whether this related to the "issue" that had been addressed to him by Pinchok a week or so earlier, Showers responded, "Yes," but then indicated that he didn't want to know anything more about it. Karlo could then only advise Showers that he had not spoken to Felker or Soderberg. Almost immediately thereafter, on July 12, 2010, as Karlo was reporting to work at PGW at the beginning of his shift, he was escorted to the HR office by Pinchok. As the two proceeded to HR, Pinchok, without revealing what was to come, simply reminded Karlo that he had "tried to tell [him] about this a couple of weeks back."

128. When Karlo entered the plant manager's office, he was greeted by Soderberg, the plant manager, and Felker, the HR manager. Soderberg informed Karlo that he was, for a second time, being terminated by PGW and that "downtown made this decision."

129. In fact, PGW's Vice President of HR, Robert McCullough, who was responsible for defending the EEOC charges, ordered Karlo's termination.

130. Karlo was not told that the assignment for which he had been retained through Belcan had ended—nor could it have ended, given that his work related to the production line of the windshield products manufactured at a plant that remained fully operative.

131. One week after Karlo was let go at PGW for the second time, Bill Cunningham was brought back at the Creighton facility for an interview with Pinchok and Soderberg for the Production Supervisor position, the position Karlo held prior to his termination.

132. Despite the fact that Cunningham had worked for PGW for more than 16 years, Cunningham was not offered the position.

133. Subsequently, the job Karlo had filled at the Creighton facility was posted for hire on monster.com in August 2010.

PGW's Retaliation Against Plaintiff McLure

134. On April 13, 2009, Plaintiff McLure began working for his predecessor employer, PPG, as a contract employee. At that time, McLure was paid for his PPG work by a third-party contractor, Carol Harris Services, at a rate of $17.00 per hour. In July 2009, McLure was contacted by a PGW employee, Mark Bulger, who wanted McLure to return to PGW to do some model number testing on behalf of PGW. Bulger advised McLure that he would be paid $20.00 per hour for the PGW work. PGW also decided to retain McLure through Carol Harris Services.

135. Because McLure continued to work for PPG, he worked out a schedule where he would provide 16 hours of work each week to PPG, and the remaining 24 hours of work in the week to PGW.

136. McLure began working for PGW on July 26, 2009. He was tasked with doing validation testing and reporting, equipment set-up and upkeep for validation studies and compression testing, assisting with solder failures, performing vinyl adhesion testing and ball drop testing. To perform these functions, McLure would often travel to various PGW facilities, including those located in Harmarville, Creighton and Tipton.

137. Much of the work that McLure performed on behalf of PGW was work that he had done previously as a full-time PGW employee before his termination on March 31, 2009. In fact, when McLure would submit reports regarding his findings, he was instructed by Bruce Bartrug to use his former PGW title—Senior Technical Assistant—when signing the reports.

138. On June 7, 2010, at PGW's specific request, McLure was instructed to discontinue his relationship with Carol Harris Services, and instead to enter into a direct employment relationship with Belcan. Apparently, PGW had decided that it wanted all its contractors to be employed through Belcan, because they charged a lower premium for their contracted workers. Notably, PPG also elected to make the switch to Belcan—at least with respect to McLure—although his hourly rate for the work at PPG did not change. Thus, similarly to Karlo, McLure's "employment" by Belcan was directed by PGW, the actual beneficiary of McLure's work. McLure's contact with Belcan—also through Robison—was limited largely to fax or email communications, including the transmission of several of the same documents that Karlo was required to complete.

139. Tellingly, Belcan relied on McLure to provide it with the identity of his PGW supervisors, the facility locations at which the work would be performed, and even his rate of pay.

140. During the course of his employment on behalf of PGW, in or around June 2010, McLure was informed by Bartrug and another PGW employee, Steve Parsons,that one of the other supervisors to whom McLure reported, Pete Dishart, intended to hire a full-time technician and that McLure was his top candidate for the job. This conclusion seemed to be confirmed when, on June 27, 2010, Dishart directed Bartrug to send McLure to fork truck training to renew his license, which McLure did on July 13, 2010.

141. However, as with Karlo, no offer of employment came from PGW. Meanwhile, McLure watched his assignments mysteriously dwindle despite the fact that the work remained at the same level.

142. Then, on August 19, 2010, McLure learned that a project for Bulger, involving the testing of model numbers to which he had previously been assigned, had been taken away from him completely. McLure contacted Bulger, on August 26, 2010, for an explanation and to determine whether he had done anything wrong in completing his other assignments. Bulger informed McLure that the directive to have the work removed from McLure was not his own, but came from the "people downtown."

143. These decisions, and the phasing out of McLure's work at PGW, were temporally proximate to the termination of Karlo by PGW.

144. On September 12, 2010, McLure was let go from his position at PGW for the second time. The work that McLure did was necessary to PGW's ongoing production operations, and thus, remains a necessary function at PGW—not a short-term project.

145. PGW's Vice President of HR, Robert McCullogh, who was responsible for defending the EEOC charges, also ordered McLure's termination.

COUNT I
Disparate Treatment Under the
Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*

146. Plaintiffs hereby repeat and incorporate by reference the allegations of the proceeding paragraphs above as if fully set forth herein.

147. Because the Plaintiffs ranged in age from 50 to 59 years-old at the time of their terminations, the Plaintiffs are all members of a class of individuals protected under the ADEA.

148. Each of the Plaintiffs was well-qualified for his position with PGW and had a demonstrated and well-established record of success with the company prior to termination.

149. Each of the Plaintiffs suffered an adverse employment action when his employment was terminated by PGW, while other, substantially younger employees were treated more favorably—either because they were retained by PGW, were permitted to transfer to positions at PPG in order to continue in employment, or were hired to replace the older workers terminated in the RIF.

150. Thus, each of the Plaintiffs' terminations occurred under circumstances giving rise to an inference that PGW terminated them because of their age, in violation of the ADEA, 29 U.S.C. § 621, *et seq*.

151. PGW did not offer any explanation for its decision to terminate the Plaintiffs and other older workers in the March 2009 RIF, other than to state that their positions had been eliminated. However, the job duties being performed by each of the Plaintiffs were critical to the ongoing operations of PGW. Thus, this stated explanation for the terminations of the Plaintiffs was merely a pretext designed to disguise PGW's true motive—the elimination of older workers.

152. As a consequence of the unlawful policy, pattern and practice, and unlawful conduct of PGW as described herein, Plaintiffs have suffered damages in the form of lost compensation and seek front-pay and back pay, attorneys' fees and costs, declaratory and injunctive relief, lost pension benefits, liquidated damages, and such other relief as the Court may deem appropriate.

COUNT II
Disparate Impact Under the
Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*

153. Plaintiffs hereby repeat and incorporate by reference the allegations of the preceding paragraphs above as if fully set forth herein.

154. The Plaintiffs are members of a protected class under the ADEA.

155. Each of the Plaintiffs suffered an adverse employment action when his employment was terminated by PGW in a RIF, while younger employees were treated more favorably.

156. In identifying the Plaintiffs and other PGW employees for termination in the RIF, PGW utilized wholly subjective selection criteria that clearly had an adverse impact on older workers, and which was predicated upon the alleged "adaptability" of the older workers who were terminated. This highly subjective selection criteria was never revealed to Plaintiffs.

157. PGW utilized subjective and standardless evaluation practices in a secretive and inherently unfair, unreliable process which was applied unchecked by any established ADEA compliance policies or training programs or oversight by HR, and failed to properly credit the employees' historical performance and length of tenure with the company.

158. PGW's RIF evaluation process omitted any reliance upon established performance criteria, or systematic procedures that might provide a reliable basis for making termination decisions, as had been required by PPG's written RIF policies and procedures that were abandoned after Kohlberg acquired the business.

159. Also absent in the PGW RIF evaluation practice were the following procedures abandoned by PGW:

a. any systematic procedures for obtaining data that might justify termination decisions;

b. any reliable review process for reviewing those decisions before they became final;

c. any procedures for monitoring whether those decisions had an adverse impact upon older employees. *See* Exhibit 1, PPG RIF Guideline.

160. The group termination information which should have been provided to each of the Plaintiffs at the time of his termination—but which, as discussed above, was incomplete, or not provided at all, and which was also highly misleading—demonstrates that the selection process had a demonstrably significant impact upon older workers.

161. Plaintiffs' terminations were the direct result of the application of one or more facially neutral policies, including without limitation, the above-described wholly subjective and "standardless" selection process that had a disparate impact on older workers.

162. PGW's policies and procedures that had a disparate impact on the older workers include, without limitation, those identified in paragraph 15 hereof.

163. As a consequence of PGW's unlawful and secretive use of policies or selection criteria that had a disproportionate effect on older workers and willful failure to apply objective and nondiscriminatory criteria, the Plaintiffs have suffered damages in the form of lost compensation and, therefore, seek front-pay and back pay, attorneys' fees and costs, declaratory and injunctive relief, lost pension benefits, liquidated damages, and such other relief as the Court may deem appropriate.

COUNT III
(Plaintiffs Karlo and McLure v. PGW)
Retaliation Under the
Age Discrimination in Employment Act, 29 U.S.C. § 623(d)

164. Plaintiffs hereby repeat and incorporate by reference the allegations of preceding paragraphs as if fully set forth herein.

165. As described above, Plaintiffs McLure and Karlo were both contacted by PGW to return to work in April and September 2009, respectively.

166. Although they were called to work by PGW employees, negotiated their rates of pay with PGW employees, supervised and directed by PGW employees on work performed on behalf of PGW at PGW facilities, they were compensated through an arrangement with Belcan, a third-party contractor of PGW's choosing.

167. While Plaintiffs Karlo and McLure were working on behalf of PGW, they each filed charges of discrimination with the EEOC on January 22, 2010, complaining of and opposing employment practices at PGW—specifically, terminations conducted in a RIF in March 2009—as violations of the ADEA. As such, they were engaging in activity that is protected under the ADEA

168. PGW was well aware during this time that Karlo and McLure, along with the other Plaintiffs, had initiated an EEOC investigation into their charges of discrimination.

169. In fact, as described in detail above, while the Plaintiffs' charges were pending (and less than six months after they had been initiated), PGW, through a series of managers and supervisors, attempted to pressure Plaintiff Karlo to withdraw his charge or face a second termination by PGW.

170. When Karlo refused to succumb to such pressure, PGW terminated him.

171. Plaintiff McLure too found himself forced out of his employment arrangement with PGW within less than eight months of his initiation of the EEOC proceedings.

172. PGW Senior Vice President of HR, Robert McCullough oversaw PGW's response to the EEOC charges filed by Karlo and McLure and worked directly with outside counsel to prepare PGW's response to their charges.

173. McCullough directly ordered that Karlo and McLure be terminated.

174. McCullough's direction to terminate Karlo and McLure came at a point in time after they had resisted the above-described suggestions by PGW managers to Karlo that they withdraw the EEOC charges and shortly after the EEOC issued its Notice of Right to Sue.

175. At all relevant times, McCullough was aware that Karlo and McLure were the charging parties in the EEOC proceeding.

176. Karlo's and McLure's re-employment at PGW, albeit as "contract employees," was initiated by PGW, supervised and directed by PGW for its exclusive benefit, and was ultimately controlled by PGW. The timing of the terminations of Karlo and McLure by PGW, in such close temporal proximity to the EEOC's issuance of Notice of Right to Sue , the fact that the decision was made by Vice President of H.R, who was intimately involved in defending the charges, as well as the statements made to Plaintiff Karlo that he should withdraw the EEOC charges, all support not only a finding of a direct nexus between these Plaintiffs' protected activity and the adverse employment action, but also the conclusion that PGW hoped to discourage the Plaintiffs from filing this lawsuit.

177. PGW has discriminated against Plaintiffs Karlo and McLure because they have opposed PGW's unlawful and discriminatory conduct, because they filed charges with the EEOC, and because PGW anticipated that they would further pursue their claims by initiating this collective action.

178. As a consequence of PGW's unlawful retaliation against Plaintiffs Karlo and McLure for the exercise of their rights under the ADEA, Plaintiffs Karlo and McLure have suffered damages in the form of lost compensation and, therefore, seek front-pay and back pay, attorneys' fees and costs, declaratory and injunctive relief, lost pension benefits, liquidated

damages, damages for emotional distress, punitive damages, and such other relief as the Court may deem appropriate.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs pray that this Court:

a. Enter a judgment declaring that PGW's patterns, practices and omissions, as above-described, in terminating the employment of ADEA Class Members of the collective action who were 50 years of age or older at the time of their termination or forced retirement violates ADEA;

b. Enter a judgment declaring that PGW's extraction of purported releases in connection with the terminations of ADEA Class Members of the collective action are non-compliant with the requirements of OWBPA and controlling authority, and are invalid and unenforceable;

c. Issue a permanent prohibitory injunction ordering PGW and its officers, agents, employees and successors to cease and desist from the unfair discriminatory employment patterns, practices, policies and omissions complained of herein, which result in the termination of employees fifty-years of age or older;

d. Issue a permanent mandatory injunction requiring PGW to take such affirmative action as will effectuate the purposes of ADEA, including adopting employment practices in accord with ADEA's requirements;

e. Enter a judgment and award in favor of the Plaintiffs and the, and against PGW for reasonable monetary damages, including back pay (plus interest or an appropriate inflation factor and an enhancement to offset any adverse tax consequences associated with lump sum receipt of back pay), front pay, benefits and all other damages owed to the Plaintiffs, in an amount proven at trial, resulting from PPG's unlawful and discriminatory acts or omissions, including unlawful retaliation for opposing such practices;

f. Enter a judgment and award in favor of each of the Plaintiffs and each ADEA Class Member for the maximum statutory amount of liquidated damages available under ADEA;

g. Enter a judgment and award in favor of the Plaintiffs and the ADEA Class for costs, including, but not limited to, reasonable attorney's fees, experts' fees, and other costs and expenses of this litigation;

h. Enter a judgment and award in favor of the Plaintiffs and the ADEA Class for pre-judgment and post-judgment interest;

i. Award such other and further legal and equitable relief as may be found appropriate and as this Court may deem just and proper; and

j. Retain jurisdiction over this action until such time as it is satisfied that PGW has remedied the practices complained of and is determined to be in full compliance with the law.

JURY TRIAL DEMANDED ON ALL ISSUES SO TRIABLE

Respectfully submitted,

OBERMAYER REBMANN MAXWELL & HIPPEL LLP

Date: April 21, 2014

s/Bruce C. Fox
Bruce C. Fox, Esquire
Pa. I.D. No. 42576
bruce.fox@obermayer.com
Yuanyou Yang, Esquire
Pa. I.D. No. 314822
sunny.yang@obermayer.com
Andrew J. Horowitz, Esquire
Pa. I.D. No. 311949
andrew.horowitz@obermayer.com
BNY Mellon Center, Suite 5240
500 Grant Street
Pittsburgh, PA 15219
(412) 566-1500
Fax: (412) 566-1508

Counsel for Plaintiffs