

IN THE CIRCUIT COURT OF LACLEDE COUNTY, MISSOURI

| | | |
|-----------------------|---|--------------|
| SHANE MCBRIDE, et al. |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| vs. |) | 23LA-CC00111 |
| |) | |
| THE DURHAM CO., |) | |
| |) | |
| Defendant. |) | |
| |) | |

Notice of Class Action Settlement

*A Missouri court authorized this notice. You have not been sued.
This is not a solicitation from a lawyer.*

A class action settlement has been reached in the above lawsuit. On January 24, 2025, the Court preliminarily approved this settlement and, by agreement of the Parties, certified this lawsuit to proceed as a class action for settlement purposes only. This notice is to advise you of the status of the lawsuit, the terms of the proposed settlement, and your rights as to the proposed settlement. A full copy of the settlement agreement may be requested to be reviewed by asking the Settlement Administrator. This notice contains only a summary of it.

If you were an hourly, non-exempt employee working for The Durham Company (“Defendant”) from December 15, 2020, to January 15, 2024, then you are a member of the settlement class unless you timely and validly request exclusion from the settlement class as discussed below. If you remain a member of the settlement class: (a) you may be entitled to compensation under a proposed settlement; and (b) you may object to the settlement.

This notice discusses your legal rights and options. Please read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS | | |
|--------------------------------------|---|-----------------|
| ACTION | EXPLANATION | DUE DATE |
| DO NOTHING | You will be included in the settlement class and will receive a maximum payment of _____. If the Court approves the settlement, you will be bound by the Court's final judgment, and you will release any claims that you may have against Defendant related to the Incident. | No deadline |
| ASK TO BE EXCLUDED | If you choose to exclude yourself (opt out), you will not be included in the settlement. You will receive no benefits, and you will not release any claims that you may have against Defendant related to the Action. | April 25, 2025 |
| OBJECT | If you wish to object to the settlement, you must put your objections in a written statement and send your written statement to the Class Administrator as set forth below. If you exclude yourself from the settlement, you cannot file an objection. Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement. If the Court approves the settlement, you will be bound by the Court's final judgment, and you will release any claims that you may have against Defendant related to the Action. | April 25, 2025 |

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because the records of Defendant show that you were employed by Defendant between December 15, 2020, to January 15, 2024, even if you were a temporary employee. Because of this, you are a member of the settlement class, you may be affected by this class action settlement, and you are entitled to receive settlement benefits if you submit a valid claim form to the Claims Administrator before the deadline and the Court grants final approval of the settlement. You also have other options as described in this notice.

2. What is the lawsuit about?

The lawsuit claims that Defendant is liable to its employees due to violations of the Missouri Minimum Wage Laws and Missouri state law in relation to wages paid by Defendant to hourly, non-exempt employees. Defendant denies that it did anything wrong.

3. Why is this a class action?

In a class action lawsuit, one or more people called “class representatives” (in this case Shane McBride and April Adam) sue on behalf of themselves and other people who have similar claims (the “Class Members”). This lawsuit is a class action because the Court has decided that it meets the legal requirements to be a class action solely for the purposes of settlement. Because the lawsuit is a class action, one court resolves the issues for everyone in the class, except for those people who choose to exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement to avoid the cost of a trial and the risks of either side losing and ensure that the affected people receive compensation. Defendant does not in any way acknowledge, admit to, or concede any of Plaintiffs’ allegations and expressly denies any and all fault or liability for the claims alleged in the lawsuit. The parties think that the settlement is best for everyone involved under the circumstances. The Court will evaluate the settlement to determine whether it is fair, reasonable, and adequate before it approves the settlement.

5. How do I know if I am part of the settlement?

If you received this notice addressed to you, then you are a member of the settlement class, and you will be a part of the settlement unless you exclude yourself.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Defendant has agreed to create a gross settlement fund of \$4,400,000 to settle this lawsuit. As discussed below, administrative expenses for the Claims Administrator, attorneys' fees, litigation costs, and a service award to the class representatives will be deducted from and paid out of the gross settlement fund. After these deductions, there will be a net settlement fund available for distribution to the class members who submit valid claims. The maximum settlement amount you will receive, before deducting taxes, is _____.

7. How and when do I receive a payment from the settlement?

The Court will hold a hearing on **May 20, 2025** at 9:00 a.m., to decide whether to give final approval to the settlement. If the Court finally approves the settlement (and there are no appeals), the Claims Administrator will issue a settlement check to you after the hearing. The Parties cannot predict exactly when (or whether) the Court will give final approval to the settlement (or whether there will be any appeals), so please be patient. If your address has changed, please call the number at the bottom of this notice to report the address change.

8. What am I giving up to get a payment?

Unless you exclude yourself, you remain in the class, which means that you can't sue, continue to sue, or be part of any other lawsuit against Durham relating to the claims that were or could have been brought in this lawsuit, and all of the Court's orders will apply to you. Once the settlement is final, your claims relating to claims that were or could have been brought in this lawsuit will be released and forever barred.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Durham on your own about the issues in this lawsuit, then you must take steps to get out. This is called excluding yourself from the settlement class (also sometimes referred to as opting out of the settlement class).

9. How do I get out of the settlement?

You have the right to exclude yourself from (i.e., “opt out” of) the settlement class. If you exclude yourself, you will be giving up the right to receive any payment and the right to object, but you will not be releasing the claims that are released in the settlement.

To exclude yourself from the class, you must inform the Claims Administrator in writing of your name, address, and your intention to be excluded. To be valid, your exclusion statement must be signed by you and contain your name, address, and telephone number and the words: “I elect to exclude myself from the settlement in *McBride v. The Durham Co.*” Your exclusion statement must be submitted via mail to **Durham Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479 by April 25, 2025**. If you mail a late request for exclusion, your exclusion request will be deemed invalid and you will remain a member of the class and will be bound by all of the terms of the settlement. You cannot exclude yourself by telephone or by email.

10. If I don't exclude myself, can I sue later for the same thing?

No. Unless you exclude yourself, you give up the right to sue Durham for the claims that this settlement resolves. If you have a pending case, speak to your lawyer in that case immediately. You must exclude yourself from this lawsuit to continue your own case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

11. How do I tell the Court that I don't like the settlement?

You can timely object to the terms of the settlement. However, if the Court approves the settlement over your objection, you will still be bound by the terms of the settlement if you did not request to exclude yourself from the settlement (opt-out).

To be valid, any written objections shall state: (1) the full name, address, and telephone number, if any, of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) a statement whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; and (7) the signature of the Settlement Class Member or his or her counsel.

To be valid and effective, any objections to approval of the settlement must be filed with the Court by mailing such written objection to **Durham Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479 by April 25, 2025**, which is 15 days prior to the final settlement approval hearing.

Any class member who does not timely file and serve a written objection will not be permitted to raise an objection to the settlement, except for good cause shown, and any class member who fails to object in the manner described above will be deemed to have waived objections to the settlement and will be foreclosed from raising any objections.

12. What happens if I do nothing at all?

If the Court grants final approval of the settlement, and you do nothing, then you will be bound by the Court's final judgment that will forever bar you from pursuing any claims against Durham and the Durham Released Parties related to the Incident and you will receive no payment from the Claims Administrator.

13. Do I have a lawyer in this case?

For purposes of this settlement, the Class Representatives and the settlement class are represented by Brad K. Thoenen, John Ziegelmeier, and Ethan Crockett, of HKM Employment Attorneys LLP, 1600 Genessee St, Suite 754, Kansas City, MO 64102. You will not be personally charged for their work on the case (which is being paid out of the gross settlement fund). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers and class representatives be paid?

Class counsel will ask the Court for attorneys' fees and expenses of up to 35% of the gross settlement fund and a service payment of up to \$25,000 for each of the class representatives, to be paid from the gross settlement fund. The amount of these fees, expenses, and service payments must be approved by the Court.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. The Court has already granted preliminary approval of the settlement. The Court will hold a final approval hearing on May 20, 2025 at 9:00 a.m. in the Laclede County Courthouse, 200 N. Adams Avenue, Lebanon, MO 65536. The final approval hearing may be continued to a future date without further notice. At the final approval hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide how much to pay class counsel and the class representatives. After the hearing, the Court will decide whether to approve the settlement.

If the Court does not approve the settlement, if it approves the settlement and the approval is reversed on appeal, or if the settlement does not become final for any other reason, you will not be paid at this time and class members will receive no benefits from the settlement. Plaintiffs, Durham, and the putative class

members will be in the same position as they were prior to the execution of the settlement, and the settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and Plaintiffs and Durham will continue to litigate the lawsuit. There can be no assurance that if the settlement is not approved, the settlement class will recover more than is provided in the settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have. But you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it's not necessary.

17. Are there more details about the settlement?

This notice only summarizes this Action and the settlement. For more information or if you have any questions (including whether you would like to receive a copy of the Settlement Agreement to obtain additional details), you may contact the Claims Administrator at the address listed above, by calling 1-866-742-4955, or reviewing documents on the settlement website www.rg2claims.com/durham.html.

PLEASE DO NOT CONTACT THE COURT CLERK, THE JUDGE, DURHAM'S COUNSEL, OR DURHAM; THEY ARE NOT IN A POSITION TO GIVE YOU ANY ADVICE ABOUT THE SETTLEMENT OR THIS NOTICE.