

Ex. 3

IN THE CIRCUIT COURT OF LACLEDE COUNTY, MISSOURI

SHANE MCBRIDE and APRIL ADAM,
individually and on behalf of similarly
situated employees,

Plaintiffs,

v.

THE DURHAM COMPANY,

Defendant.

Case No. 23LA-CC00111

FILED

JAN 24 2025

HEATHER OFFICER, CIRCUIT CLERK,
LACLEDE COUNTY, MO

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
APPROVING THE FORM AND MANNER OF NOTICE AND SETTING FINAL FAIRNESS
HEARING**

The Court has received Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and attachments thereto, the Class Action Settlement Agreement and Release ("Settlement Agreement"), entered into as of December 31, 2024, between Plaintiffs Shane McBride and April Adam, and Defendant The Durham Company. Upon consideration and review of the proposed settlement (as reflected in the Settlement Agreement), relevant documents, motion papers and memoranda, and the parties' presentation in person on January 24, 2025, the Court hereby orders:

1. The Court, for purposes of this Order, adopts and incorporates herein by reference all defined terms set forth in the Settlement Agreement.
2. The Court certifies a plaintiff class for settlement purposes only in accordance with the terms of the Settlement Agreement (the "Settlement Class"). The Settlement Class is defined as: all individuals working as hourly, non-exempt employees for Defendant in Missouri from December 15, 2020 to January 15, 2024.
3. As provided for in the Settlement Agreement, if the Court does not grant final approval of the settlement set forth in the Settlement Agreement, or if the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, then the Settlement Agreement, and the certificate of the Settlement Class provided for herein, will be vacated and the litigation shall proceed as though the

Settlement Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue.

4. Brad Thoenen, John Ziegelmeyer, and Ethan Crockett are appointed as Class Counsel for the Settlement Class for the above captioned case ("Class Counsel").

5. Shane McBride and April Adam are appointed as Class Representatives for the Settlement Class for the above captioned case ("Plaintiffs").

6. The Settlement Class is so numerous that joinder of all members is impracticable.

7. The Court finds, based on the terms of the settlement described in the Settlement Agreement, that:

- a. There are questions of law and fact common to the Settlement Class.
- b. The claims of Plaintiffs are typical of the claims of members of the Settlement Class.
- c. Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Class. There are no conflicts of interest between Plaintiffs and members of the Settlement Class.
- d. Questions of law and fact common to Settlement Class members predominate over any questions affecting only individual members of the Settlement Class.
- e. Certification of the Settlement Class is superior to other methods for the fair and efficient adjudication of the controversy.
- f. The prosecution of separate actions by or against individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would establish incompatible standards of conduct for the party opposing the class.

8. Accordingly, the Court hereby certifies the Settlement Class, for settlement purposes only, pursuant to Missouri Rule 52.08.

9. The Court preliminarily approves the settlement set forth in the Settlement Agreement as fair, reasonable, and adequate within the meaning of Missouri Rule 52.08, subject to final consideration at the Final Fairness Hearing provided for below.

10. A final hearing ("Fairness Hearing") shall be held before this Court, on the date and time set forth below, in Division 3 of the Circuit Court of Laclede County, Missouri to determine:

- a. whether the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;
- b. whether a Judgment as provided in the Settlement Agreement should be entered granting final approval of the settlement; and
- c. whether the requested attorneys' fees, costs and expenses, and Class Representatives incentive awards provided for in the Settlement Agreement should be paid to Class Counsel. The Court may adjourn and/or continue the Final Fairness Hearing, without further notice to Settlement Class members.

11. The Court finds that the manner and content of the notice specified in the Settlement Agreement and the Class Notice will provide the best practicable notice of the Settlement Agreement to Class Members and fully satisfies the requirements of Missouri Rule 52.08 and due process. Accordingly, Class Counsel shall provide notice of the Final Fairness Hearing and notice of the proposed Settlement Agreement to Class Members by causing to be mailed to each Class Member's last known address the short form notices, as referenced and attached to Plaintiff's Motion for Preliminary Approval. The Court authorizes the parties to make minor revisions to the Class Notice as they may jointly deem necessary or appropriate, without the necessity of further Court action or approval.

12. The Court approves and appoints RG2 Claims Administration LLC as the Settlement Administrator.

13. Any Class Member who does not request exclusion, and who objects to approval of the proposed settlement in compliance with the requirements of the Settlement Agreement, may appear at the

Final Fairness Hearing in person or through counsel to show cause why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate.

14. However, no person (other than representatives of the named parties) may be heard at the Final Fairness Hearing, or file papers or briefs, unless on or before the date set forth in the Class Notice, such person files with the Clerk of the Court and serves on Class Counsel and Defendant's Counsel a timely written objection and notice of intent to appear, in accordance with the procedures specified in the Class Notice and Settlement Agreement. Any Class Member who does not make his or her objection to the Settlement Agreement as provided for in the Settlement Agreement and in compliance with applicable law, shall be deemed to have waived such objection for purposes of appeal, collateral attack or otherwise. Counsel for the parties are authorized to conduct any necessary discovery, including, but not limited to, any necessary depositions regarding any objector who indicates an intent to appear as set forth herein.

15. Any Class Member who desires exclusion therefrom must mail, by the date set forth in the Class Notice, a written request for exclusion to the addresses set forth in the Class Notice. All persons who properly submit requests for exclusion shall not be part of the Settlement Agreement and shall have no rights with respect to the Settlement Agreement.

16. If the Settlement Agreement is finally approved, the Court shall enter a Final Order and Judgment approving the Settlement Agreement. The Final Order and Judgment shall be fully binding with respect to all Class Members who did not request exclusion by the date set forth in the Class Notice, in accordance with the terms of the Class Notice and the Settlement Agreement.

17. All discovery and other pretrial proceedings in this action are stayed and suspended until further order of this Court, except as otherwise agreed to by the parties or as may be necessary to implement the Settlement Agreement or this Order.


18. The dates of performance of this Order are as follows:

- a. The Class Notice shall be disseminated in accordance with Section 4 of the Settlement Agreement;

- b. Claims must be filed or postmarked no later than sixty (60) days from the date of the mailing of the Class Notice;
- c. Requests for exclusion must be received no later than sixty (60) days from the date of the mailing of the Class Notice;
- d. Objections to the Settlement Agreement and notices of intention to appear at the Final Fairness Hearing shall be deemed timely only if submitted to the Settlement Administrator no later than sixty (60) days from the date of the mailing of the Class Notice;
- e. The Settlement Administrator shall prepare and file with the Court a list of Class Members who have filed timely requests for exclusion and objections within ten (10) days of the Final Fairness Hearing;
- f. The Final Fairness Hearing shall be held on May 20, 2025 at 9am in Division 3 at the Laclede County Circuit Court.

IT IS SO ORDERED.

1-24-25
Date


The Honorable Aaron Koeppen
Circuit Court Judge