

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

WILLIAM PEEBLES,)	
)	
Plaintiff,)	
)	
v.)	Case No.: 4:20-cv-00528-SRC
)	
KEN RAINWATER, et al.,)	
)	
Defendants.)	

**ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT AGREEMENT, FOR APPROVAL OF
ATTORNEYS’ FEES AND COSTS, FOR APPROVAL OF SERVICE INCENTIVE
AWARDS AND FOR APPROVAL OF THE SETTLEMENT ADMINISTRATOR FEE**

This matter having come before the Court on Plaintiff’s Unopposed Motion for Final Approval of the Class Action Settlement Agreement, for Approval of Attorneys’ Fees and Costs, for Approval of Service Incentive Awards and for Approval of the Settlement Administrator Fee Motion for Preliminary Approval of Class Action Settlement (“the Motion”), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Stipulation of Class Action Settlement (“Settlement” or “Settlement Agreement”) and its attachments, and the Court being fully advised in the premises,

The Court orders as follows:

1. The Court finds that the Settlement Agreement and the Settlement Formula is fair, reasonable, and adequate.
2. The Court has read and considered the papers filed in support of Plaintiffs’ Motions, including all exhibits thereto and supporting declarations. The Parties have provided the Court with sufficient information to enable it to determine whether to certify the Settlement Class and finally approve the Settlement.

3. The Settlement Agreement was negotiated at arm's-length between counsel for the Parties who are experienced in class action litigation.

4. The Settlement is approved with respect to the Named Plaintiff, Opt-in Plaintiffs, and Participating Settlement Class Members, and is binding on all of them as defined in the Settlement Agreement and this Order. The terms of the Parties' Settlement Agreement are incorporated by reference into this Order.

5. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.

6. For settlement purposes only, the Court permanently certifies the settlement class as:

All employees who held the position of Industrial Athlete at Defendant's 475 Pearl Drive, St. Peters, Missouri 63376 location and Defendant's 18249 Quarry Road, Warrenton, Missouri 63383 location from April 14, 2017 through January 8, 2021.

7. Based on the papers filed with the Court and the presentations made to the Court by the Parties at the final approval hearing, and pursuant to Federal Rule 23(e)(2), the Court now grants final approval to the Settlement and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members, because: Plaintiff and Class Counsel have adequately and capably represented the Settlement Class; the Settlement Agreement was negotiated at arms-length between the Parties and only reached following a mediation with the assistance of the mediator Frank Neuner; the monetary relief provided for the Settlement Class constitutes adequate compensation, taking into account the risks that both sides faced with respect to the merits of the claims alleged and remedies requested, the costs, risks, and delay of trial and appeal, the hurdles involved in maintaining a class action, and the expense and duration of further litigation, as well as the other factors listed in Federal Rule 23(e)(2)(C); and the Settlement

Agreement treats Settlement Class Members equitably relative to each other. Therefore, the Settlement is finally approved.

8. For settlement purposes only, the Court appoints William Peebles as Class Representative.
9. For settlement purposes only, the Court appoints as Class Counsel:

Sarah Jane Hunt
4500 West Pine Blvd.
St. Louis, MO 63108
Telephone: (314) 872-9041
Fax: (314) 872-9043
sarahjane@kennedyhuntlaw.com

10. The Service Awards to the Named Plaintiffs and Opt-in Plaintiffs to be paid out of the Gross Settlement Fund are approved. The Court approves payment of an Incentive Award in the amount of \$6,670.00 for the Class Representative and Opt-in Plaintiffs, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the compensation made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

11. Plaintiffs' Counsel's request for attorneys' fees in the amount of 33.3% of the Gross Settlement Fund, which amounts to 73,333.33, and litigation expenses in the amount of \$6,517.33 to be paid out of the Gross Settlement Fund is granted. In total, the Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$79,850.66. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs, and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs, and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides

substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notices specifically and clearly advised the Settlement Class Members that Class Counsel would seek an award in the amount sought.

12. The Court approves Settlement Administrator Simpluris' fee in the amount of \$4,500.00.

13. Counsel for the parties are hereby authorized to utilize all reasonable and mutually agreed procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

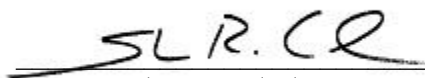
14. The parties shall abide by all terms of the Settlement Agreement and this Order.

15. This action is dismissed with prejudice, with each party to bear his, her, or its own fees and costs, except as set forth in the Settlement Agreement.

16. The Court hereby enters Judgment approving the terms of the Settlement Agreement. This Order shall constitute a final judgment for purposes of Fed. R. Civ. P. 58.

17. The Court vacates all deadlines and closes the case.

Entered: November 10, 2021


Hon. Stephen R. Clark