

**IN THE CIRCUIT COURT
FOR COLE COUNTY, STATE OF MISSOURI
19TH JUDICIAL CIRCUIT**

THOMAS HOOTSELLE, JR., et al., and)
MISSOURI CORRECTIONS OFFICERS)
ASSOCIATION,)

Plaintiffs, Individually and on)
behalf of all others similarly situated,)

v.)

MISSOURI DEPARTMENT OF)
CORRECTIONS,)

Defendant.)

Cause No. 12AC-CC00518-01

Div. 3

JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

On June 1, 2022, Plaintiffs and Defendant Missouri Department of Corrections (“MDOC”) entered into a Settlement Agreement and Release (“Settlement Agreement”), after two arm’s-length mediations with mediator William Ray Price, Jr., Esq.

On June 7, 2022, this Court granted Preliminary Approval of the Settlement Agreement and ordered that Notice be sent to the Certified Settlement Class. On August 19, 2022, Class Plaintiffs’ filed their Unopposed Motion for Award of Attorneys’ Fees, Reimbursement of Expenses and service awards and Suggestions in Support.

On October 11, 2022, this Court heard Plaintiffs’ motion for final approval of the class action settlements and Plaintiffs’ motion for attorneys’ fees, payment of expenses and service awards. After reviewing (a) the motion and the supporting documents, including the Settlement Agreement and affidavits; (b) any objections filed with or presented to the Court (none); (c) the parties’ responses to any objections; and (d) counsels’ arguments, the Court finds good cause to grant the motion.

FINDINGS:

1. The Court has jurisdiction to enter this Order, over the subject matter of the Action and all parties to the Action, including all Settlement Class Members.

2. Upon review of the record and briefing, the Court hereby finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate. The Court has come to this determination pursuant to the factors outlined in Rule 52.08 of the Missouri Rules of Civil Procedure. Among other matters considered, the Court took into account: (a) the complexity of Plaintiffs' theory of liability; (b) the arguments raised by Defendant in its pleadings that could potentially preclude or reduce the recovery by Certified Settlement Class Members; (c) delays in any award to the Certified Settlement Class that would occur due to further litigation and appellate proceedings; (d) the amount of discovery conducted; (e) the relief provided to the Certified Settlement Class; (f) the recommendation of the Settlement Agreement by counsel for the Parties; and (g) the low number of objectors to the Settlement Agreement, demonstrating that the Certified Settlement Class has a positive reaction to the proposed Settlement.

3. The Court certified this case as a class action and appointed Class Counsel on February 11, 2015 and issued an Amended Class Certification Order on September 29, 2015. That class certification decision was affirmed by the Missouri Supreme Court its opinion in this matter on June 1, 2021. The Court ordered supplemental class notice on February 24, 2022, which has occurred. On June 7, 2022, this Court granted Preliminary Approval of the Settlement Agreement and ordered that Notice be sent to the Certified Settlement Class. The Class Administrator provided notice to Certified Settlement Class Members in compliance with the Settlement Agreement, due process, and Rule 52.08 of

the Missouri Rules of Civil Procedure. The notice: (i) fully and accurately informed Certified Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Certified Settlement Class Members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlement; (iii) provided procedures for Certified Settlement Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing. The Certified Settlement Class is defined as:

All Persons Employed In Positions As Corrections Officer I Or Corrections Officer II By The Department Of Corrections Of The State Of Missouri At Any Time From August 14, 2007 To The Present Date for Claims Relating to Unpaid Straight-Time Compensation and From August 14, 2010 To The Present Date for Unpaid Overtime Compensation.

Excluded from the proposed class is the one person that has opted out of the Class, identified in Exhibit A to this Judgment and Order Granting Final Approval. There are no objectors to the Settlement Agreement.

4. The Court finds that Certified Settlement Class Members have been adequately represented by the Class Representatives and Class Counsel.

5. The Court also finds that extensive arm's-length negotiations have taken place, in good faith, between Class Counsel and MDOC's Counsel resulting in the Settlement Agreement. These negotiations were presided over by the experienced mediator William Ray Price, Jr., Esq.

6. The Settlement Agreement provides substantial and adequate value to the Certified Settlement Class.

7. The Parties adequately performed their obligations under the Settlement Agreement.

8. Notice of the Final Approval and Attorneys' Fees Motions was adequately provided to Settlement Class Members. The form and method of notifying the Settlement Class of the amounts sought satisfied the requirements of Missouri Supreme Court 52.08, the United States Constitution (including the Due Process Clause), and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto.

9. An award of one-third of and from the Settlement Fund (for a total of \$16.5 Million) as attorneys' fees; and \$378,697.67 from the Settlement Fund in reimbursement for litigation expenses Class Counsel advanced is fair and reasonable in light of the complex nature of this case, Class Counsel's experience, their efforts in prosecuting this Action, and the benefits obtained for the Class. Ordering MDOC to also pay Class Counsel \$1,732,650 each year for eight years, as attorneys' fees for their work in obtaining a going-forward MDOC wage increase to Corrections Officers I and II and pursuant to the Settlement Agreement, with payments to be made by MDOC to Class Counsel (Burger Law) by June 30 in each of the years 2023 through and including 2030, is also fair and reasonable in light of the complex nature of this case, Class Counsel's experience, their efforts in prosecuting this Action, and the benefits obtained for the Class for the 15 minutes of time compensated class members for every shift worked for the next 8 years, which has a value of \$54 to \$64 Million.

10. In making this award of attorneys' fees and reimbursement of costs to be paid from the Settlement Fund, the Court has also considered and found that: (a) The Action raised numerous complex legal and factual issues, as well as many issues of first impression; (b) Had Class Counsel not achieved the Settlement, there would remain a substantial risk that Settlement Class members may have recovered less or nothing at all from the Defendant; (c) The amount of attorneys' fees awarded from the Settlement is fair and reasonable, and is consistent with awards in similar cases; and (d) The costs incurred

by Class Counsel were reasonable and necessary to the effective prosecution of this action, and the amount of costs to be reimbursed from the Settlement Fund is fair and reasonable.

11. Service Awards of \$25,000 for each individual Class Representative is fair and reasonable in light of their contributions to the litigation and settlement in this action.

IT IS ORDERED AND ADJUDGED THAT:

1. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

2. The Court has personal jurisdiction over the parties to this Action and the Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, and to enter this Order.

3. The Certified Settlement Class continues to be defined as defined as:

All Persons Employed In Positions As Corrections Officer I Or Corrections Officer II By The Department Of Corrections Of The State Of Missouri At Any Time From August 14, 2007 To The Present Date for Claims Relating to Unpaid Straight-Time Compensation and From August 14, 2010 To The Present Date for Unpaid Overtime Compensation.

4. Excluded from the Settlement Class are those Certified Settlement Class Members who have filed valid requests for exclusion. The Court is not aware of any objections to the Settlement or opposition to the Court approving it.

5. The Court hereby approves the Settlement Agreement as set forth in this Order, the Preliminary Approval Order and the Settlement Agreement entered between the parties, including the \$49,500,000 payment by MDOC to the Class Members, the future compensation of 15 minutes per shift set forth herein and all other terms.

6. Binding Effect of Order. This Order applies to all claims or causes of action settled under the Settlement Agreement, and binds all Certified Settlement Class Members, including those who did not properly request exclusion. This order does not bind persons who filed timely and valid Requests for Exclusion. Attached as Exhibit A is a

list of persons, filed under seal, who properly and timely requested to be excluded from the Settlement.

7. Release. Plaintiffs and all Certified Settlement Class Members who did not properly or timely opt out of the class or otherwise request exclusion are: (1) deemed to have released and discharged Defendant Missouri Department of Corrections and all other Released Parties from all claims arising out of or asserted in this Action and claims released under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the Release described in this paragraph are set forth in Section IV of the Settlement Agreement and are specifically incorporated herein by this reference.

8. Class Relief. The Class Administrator shall issue a Cash Award to each Certified Settlement Class Member, and thereafter resolve any challenges to such Cash Awards, consistent with the Plan of Allocation approved by the Court.

9. Future Compensation. MDOC will compensate current and future Correction Officer I and II's an additional 15 minutes per shift (not to exceed 15 minutes in any 24-hour period) beginning July 1, 2022 for 8 years through June 30, 2030 for pre- and post-shift activity. This time will be applied on the employees next regular pay cycle and if that compensation constitutes overtime under MDOC's compensation policy for that officer, the compensation will be at time and a half. This compensation will constitute full and complete compensation for pre- and post-shift activity during this time and completely release Defendant MDOC for any claim therefor for these eight years. This is consideration for the Settlement. It is the intent of the Parties that these 15 minutes will not apply to Defendant MDOC employees in secondary employment status. Should a Certified Settlement Class Member claim they were not correctly compensated their 15 minutes per shift, the MDOC will attempt to resolve that claim in good faith. Should resolution not occur, Class Counsel shall be notified of the dispute to represent that Officer's claim with the MDOC. Any claim that remains unresolved shall be presented to the Court for resolution. This is an agreed obligation of MDOC that continues yearly for

eight years and can be enforced with this Agreement before the Court should a breach by MDOC occur.

10. Attorneys' Fees and Costs. The Court orders that Class Counsel be paid one-third of and from the Settlement Fund (for a total of \$16.5 Million) as attorneys' fees; and \$378,679.67 from the Settlement Fund in reimbursement for litigation expenses they advanced. The Court orders MDOC to also pay Class Counsel \$1,732,650 each year for eight years, as attorneys' fees for their work in obtaining a going-forward MDOC wage increase to Corrections Officers I and II, with payments to be made by MDOC to Class Counsel (Burger Law) by June 30 in each of the years 2023 through and including 2030. After the first year, Defendant MDOC will seek to maintain this appropriation as part of its ongoing core budget. This is an agreed obligation of MDOC in the Settlement that continues yearly for eight years and can be enforced with this Agreement before the Court should a breach by MDOC occur.

11. Service Awards. Each Individual Class Representative is awarded \$25,000 as a Service Award from the Settlement Fund in recognition of their efforts in this case that have resulted in substantial benefit to thousands of their fellow Corrections Officers. Payments shall be made pursuant to the timeline stated in the Settlement Agreement.

12. Dismissal with Prejudice. The Court dismisses with prejudice all claims of the Certified Settlement Class Members asserted in this Action.

13. Court's Jurisdiction. Pursuant to the Parties' request, the Court shall retain jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement until final performance of the Settlement Agreement, including over future payments by MDOC.

14. Defendant shall pay the consideration stated herein, including the Settlement Fund, 15 minutes of compensation per shift for 8 years, attorneys' fees, costs, and service awards.

15. Notice of Dismissal shall be filed within 30 days of this Order and Judgment.

16. Judgment is hereby entered for final approval of the class action settlement for Plaintiff Class against Defendant as stated herein.

IT IS SO ORDERED:

A handwritten signature in black ink, appearing to read 'Cotton Walker', written over a horizontal line.

Honorable Cotton Walker, Circuit Judge
19th Judicial Circuit, Division III
State of Missouri

DATED: October 11, 2022