

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

NATHANIEL JOHNSON, et al.,	)	
	)	
individually and on behalf of those	)	
similarly situated,	)	
	)	
Plaintiffs,	)	Case No.: 2316-cv09588
v.	)	
	)	
STONEGATE MEADOWS	)	
APARTMENTS, LLC, et al.,	)	
	)	
Defendants.	)	

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT, CERTIFYING THE SETTLEMENT CLASS, PROVIDING FOR
NOTICE TO THE SETTLEMENT CLASS AND SETTING A FINAL APPROVAL
HEARING**

Now on this 20th day of August, 2025, the Court takes up for consideration, *Plaintiffs Charlesetta Lockett, Roosevelt Price, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Anga Crosby’s Unopposed Motion for Order Conditionally Certifying Settlement Class, Preliminarily Approving Class Action Settlement, Directing Distribution of Class Notice, Setting Hearing for Final Approval of Class Action Settlement and Appointing Class Counsel* (“Motion for Preliminary Approval”) filed on July 3, 2025. No responsive pleadings to this Motion have been filed by any party to this litigation and the time to file any responses has passed.

Plaintiffs and Yarco Company, Inc. (“Yarco”) have entered into a Settlement Agreement and Release dated July 3, 2025 (the “Agreement”), to settle Plaintiffs’ claims against Yarco only in the above-captioned putative class action. All capitalized terms used

in this Order have the meaning as defined in the Agreement.

1. The Court finds that it has jurisdiction over the subject matter and parties to this proceeding, venue is proper in this Court and there is a sufficient basis for granting preliminary approval of the Agreement and authorizing the steps necessary to determine whether the Agreement should be finally approved and this case dismissed.

IT IS HEREBY ORDERED that:

1. For purposes of settlement only, pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure, the Court certifies that this action may proceed as a class action on behalf of a Settlement Class consisting of:

All Missouri tenants who leased and/or lived at Stonegate Meadows Apartment Complex from September 1, 2020, through April 4, 2021.

Excluded from the class are officers, directors or employees of Yarco, any trial judge who may preside over this action, court personnel and their family members and any juror assigned to this action.

2. The Court hereby appoints Plaintiffs Charlesetta Lockett, Roosevelt Price, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Anga Crosby to serve as the class representatives, and Joseph Kronawitter and Taylor Foye of the law firm Horn Aylward & Bandy, LLC, 2600 Grand Blvd., Ste. 1100, Kansas City, MO 64108 and Gina Chiala, Amy Sweeny Davis, and Nathan Cho of the Heartland Center for Jobs and Freedom, Inc., 4044 Central St., Kansas City, MO 64111, to serve as Class Counsel.

3. The Court finds that the prerequisites of Rule 52.08 of the Missouri Supreme Court Rules have been satisfied, and hereby certifies a settlement class as defined above. The Court specifically finds that the Settlement Class consists of hundreds of persons

distributed across the country, and joinder of all the members of the Settlement Class in a single proceeding would be impracticable, if not impossible, because of their number and dispersion. The Court further finds that the Plaintiffs and their counsel have capably prosecuted the claims of this lawsuit. The Court finds no conflict between the Plaintiffs or their counsel and the Settlement Class. Plaintiffs and their counsel are adequate representatives for the Settlement Class. The Plaintiffs are also typical of the Settlement Class. They are members of the Settlement Class and are representative of the claims and defenses presented by the parties in this case. Commonality is also satisfied in this case for settlement purposes as a number of common issues exist among the members of the Settlement Class. Common issues predominate over individual issues in the context of settlement, and certification of an agreed-upon settlement class is a superior mechanism for resolving these claims.

4. The declaration that this litigation may be maintained for settlement purposes only as a class action and the appointment of Class Counsel shall be without force or effect if: (a) the Court does not give Final Approval to the Agreement and enter the Final Judgment contemplated by the Agreement, or (b) this Court's approval of the Agreement and/or entry of the Final Judgment are reversed on appeal.

5. The terms of the Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of the Class Mail Notice to the members of the Settlement Class. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arms-length negotiations between the Parties and their capable and experienced counsel, and was reached with the assistance of a well-qualified and

experienced mediator, Mark Kempton. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Hearing to assist the Court in determining whether to grant final approval to the Settlement and enter Final Judgment. This determination permitting notice to the Settlement Class is not a final finding that the Agreement is fair, reasonable and adequate, but simply a determination that there is probable cause to disseminate Class Mail Notice to the Settlement Class and to hold a hearing on final approval of the Settlement.

6. Class Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs reimbursement associated with the legal services provided to the Plaintiffs and Settlement Class in connection with these claims and Settlement of the Action (the "Fee and Cost Application"). Class Counsel also may submit an application for a Service Award to be paid to each named Plaintiff for their services as the class representatives. Class Counsel shall file their Fee and Cost Application and Service Award application with the Court at least fourteen (14) days prior to the deadline for members of the Settlement Class to opt out and/or object to the Settlement. The requests made in the Fee and Cost Application and Service Award application shall be consistent with the terms of the Agreement.

7. Pursuant to Rule 52.08(e), a hearing (the "Final Hearing") shall be held on November 21, 2025 at 1:30 p.m., before the undersigned, at the Jackson County, Missouri

Courthouse, 415 E. 12th Street, Division 13 Kansas City, Missouri, 64106 for the purpose of finally determining whether the Agreement is fair, reasonable, and adequate and should be approved by the Court via entry of the Final Approval Order and Final Judgment contemplated by the Agreement and, if so, what amount of attorneys' fees and reimbursement of costs should be awarded to Class Counsel and whether a Service Award shall be awarded to the Plaintiffs.

8. Approval is hereby given to the form of, and the provisions, for disseminating the Class Mail Notice containing the text indicated in the draft Class Mail Notice attached to the Motion for Preliminary Approval. The Court finds that the Class Mail Notice to be given constitutes the best notice practicable under the circumstances, including individual notice to all members of the Settlement Class who can be identified with reasonable effort, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including Due Process. The costs of providing Class Mail Notice to the Settlement Class shall be paid from the Settlement Fund. The Court also appoints RG/2 Claims Administration, PO Box 59479, Philadelphia, PA 19102-9479 as the Settlement Administrator.

9. Within thirty (30) days after entry of this Order, the Settlement Administrator shall deliver to the United States Postal Service for first-class mailing, postage prepaid, copies of the Class Mail Notice containing the text indicated in the Class Mail Notice attached to the Motion for Preliminary Approval, addressed to each member of the Settlement Class. Prior to mailing, the Settlement Administrator will update the addresses by use of the United States Postal Service's National Change of Address database or

another address database service (e.g., Accurint, Intelius). The Settlement Administrator will re-mail any returned notices to any new address disclosed. To the extent any notice is returned a second time, the Settlement Administrator shall undertake reasonable efforts to locate current addresses for said class member(s).

10. Each member of the Settlement Class who wishes to be excluded from the Settlement Class must submit a request for exclusion to the address(es) specified in the Class Mail Notice. Such requests for exclusion must be postmarked by October 30, 2025. To be effective, the request for exclusion must comply with the instructions set forth in the approved Class Mail Notice. Any member of the Settlement Class who fails to submit a timely and complete request for exclusion shall be subject to and bound by all proceedings, orders, and judgments of this Court pertaining to the Settlement Class pursuant to the Agreement. Any member of the Settlement Class who timely and properly submits a request for exclusion shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement.

11. Class Counsel shall notify counsel for Yarco upon receipt of any opt-out requests and shall provide the Court with a list of any persons who timely and adequately file a request to opt out and be excluded from the Settlement at least fourteen days (14) days before the date of the Final Hearing Date.

12. Any member of the Settlement Class who intends to object to any aspect of the Settlement (including Class Counsel's Fee and Costs Application or the Service Award

application) must, by October 30, 2025, file any such objection with the Court, and provide copies to the Parties, as set forth in the Class Mail Notice. Any such objection must comply with all requirements set forth in the approved Class Mail Notice, including the requirements that such objection be in writing and contain:

- A. The name, address, and telephone number of the class member filing the objection;
- B. A statement of each objection asserted;
- C. A detailed description of the facts underlying each objection;
- D. Any documents in the possession or control of the objector and relied upon by the objector as a basis for the objection;
- E. If the objector is represented by counsel, a detailed description of the legal authorities supporting each objection;
- F. If the objector plans to utilize expert opinion and/or testimony as part of the objection(s), a written expert report from all proposed experts;
- G. If the objector plans to call a witness or present other evidence at the Final Hearing, the objector must state the identity of the witness and identify any documents by attaching them to the objection and provide any other evidence that the objector intends to present;
- H. A statement of whether the objector intends to appear at the Final Hearing; and
- I. A copy of any exhibits which the objector may offer during the Final Hearing.

13. Any member of the Settlement Class who does not make his or her objection in the manner provided above and in the Class Mail Notice shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness, adequacy, or reasonableness of the Settlement or to any other provision of this Agreement. Any member of the Settlement Class who does not file a timely written

objection to the Settlement and notice of his intent to appear at the Final Hearing shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

14. The Parties to the Settlement shall file any motions, memoranda or other material in support of final approval of the Agreement, including any response to timely and properly filed objections to the Agreement, no later than ten (10) days after the deadline for the filing of objections and opt out requests as provided in this order. Such material shall be served on Class Counsel, counsel for Yarco, and on any member of the Settlement Class (or their counsel, if represented by counsel) filing an objection to the Settlement.

15. Following the Final Hearing, and based upon the entire record in this matter, the Court will decide whether the Agreement should be approved and, if so, what amount of fees and expenses should be awarded to Class Counsel. If appropriate, the Court will issue a Final Approval Order and Final Judgment memorializing its decision.

16. In the event the Settlement is not approved by the Court, or for any reason the parties fail to obtain a Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing contained in this Order is, or may be construed as, any admission or concession by or against Plaintiffs or Yarco on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Mail Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

17. Pending final determination of this application for approval of the Agreement, and subject to further order of this Court, all proceedings in the Action related to Plaintiffs' claims against Yarco only, other than as may be necessary to effectuate the Settlement and carry out the terms of the Agreement and responsibilities related or incidental thereto, shall be stayed.

IT IS SO ORDERED.

A handwritten signature in black ink, reading "Charles H. McKenzie". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Honorable Charles H. McKenzie

Dated: August 20, 2025
Kansas City, Missouri