

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

SHANE BOWMAN, et al.,)
individually and on behalf of all)
others similarly situated,)
)
Plaintiffs,)
)
vs.)
)
THE DOE RUN RESOURCES)
CORP., et al.,)
)
Defendants.)

Case No. 4:13 CV 2519 CDP

MEMORANDUM AND ORDER

I have reviewed the revised class definitions filed by plaintiffs and the joint status report filed by the parties in accordance with my July 21, 2014 Memorandum and Order. I will adopt the revised class definitions and proposed forms of notice. I have also reviewed the parties’ respective positions regarding mediation. After careful consideration, I will refer this case to mediation after the opt-in period expires, and I will grant a limited stay to facilitate mediation. I say “limited,” because if the parties need some information to conduct mediation, then I expect them to work together in good faith to provide it to the other side despite a stay of discovery. This is not, however, wholesale merits discovery. Counsel involved in this case are seasoned FLSA lawyers, so I expect them to work

cooperatively to determine and exchange the information necessary to mediate this case. I expect the attorneys to work on this issue during the opt-in period and resolve it without further Court involvement. If, however, after diligent efforts the parties cannot agree on this issue, then they shall file their own proposed forms of limited discovery and stay, each with a brief memorandum setting out the areas of disagreement and support for their position, for the Court's consideration. If the parties agree on the dates for referral to mediation and the length of stay, then they shall file a joint memorandum setting out the terms of their agreement for the Court's consideration. These memoranda shall be filed within 20 days after the opt-in period expires.

Accordingly,


IT IS HEREBY ORDERED that plaintiffs' motion for order conditionally certifying collective action [#46] is granted, and the Court conditionally certifies a class of all current and former hourly paid plant workers at Doe Run's Herculaneum facility who: (1) received pay from either defendant The Doe Run Company or Defendant All Type Contracting, LLC; (2) worked at least 38 hours in any week in the last three years; (3) worked any shift; and (4) prior to and/or after their scheduled shift, obtained or stowed clothing and protective equipment, such as respirators, batteries, clothing and boots, put on and/or took off such

clothing, respirators, and equipment, walked to their position on the line to relieve a co-worker, and/or showered. The Court also conditionally certifies the following subclasses: (1) all current and former hourly paid plant workers at Doe Run's Herculaneum facility, from April 22, 2011 to the present, who received pay from defendant Doe Run for more than 40 hours of work in any week, worked any shift, and did not receive overtime at the appropriate rate of, time and one-half his or her regular rate of pay, because defendant Doe Run failed to include incentive bonuses in the calculation of the regular rate of pay for overtime purposes; and (2) all current and former hourly paid plant workers at Doe Run's Herculaneum facility, from April 22, 2011 to the present, who received pay from Defendant All Type for at least 38 hours of work in any week, worked any shift, and prior to and/or after their shift, obtained or stowed clothing and protective equipment such as respirators, batteries, clothing and boots, put on and/or took off such equipment and clothing, walked to their position on the line to relieve a co-worker, and/or showered.

IT IS FURTHER ORDERED that plaintiffs may send out notices consistent with Exhibits 1 and 2 to Document #78.

IT IS FURTHER ORDERED that the parties shall file a joint or separate

memoranda regarding mediation as set out above within 20 days of the date the opt-in period expires.



CATHERINE D. PERRY
UNITED STATES DISTRICT JUDGE

Dated this 12th day of August, 2014.