

IN THE CIRCUIT COURT OF PLATTE COUNTY, MISSOURI

**If You Are a Customer of
Missouri-American Water Company in Platte County,
You May Be Eligible to Receive a Payment from a
Class Action Settlement.**

A Missouri court authorized this notice. This is not a solicitation from a lawyer.

- This Notice relates to a proposed Settlement in a class action lawsuit that alleges that Missouri-American Water Company (MAWC) provides water that contains excessive calcium scaling that caused property damage to customers' water-using devices, namely appliances and plumbing. The alleged excessive calcium scaling has no effect on the suitability or safety of the water for use as drinking water or other common uses and presents no public health concern.
- MAWC denies the allegations in the lawsuit but has agreed to a proposed Settlement to amicably resolve this issue with its Platte County customers. The water provided by MAWC complies with state and federal water quality regulations and is safe to drink.
- The proposed Settlement includes all individuals, business, and entities in Platte County, Missouri, to whom MAWC provided water as customers between April 28, 2011 and December 5, 2017.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
SUBMIT A CLAIM FORM BY APRIL 18, 2022	The only way to request a payment.
ASK TO BE EXCLUDED BY APRIL 18, 2022	If you do not want to be included in the case and the Settlement, you must exclude yourself. This is called "opting out." This is the only option that allows you to sue MAWC for these same issues again.
OBJECT BY APRIL 18, 2022	You may write to the Court about why you don't like the proposed Settlement. You cannot object if you opt-out.
DO NOTHING	If you do nothing and the Court approves this proposed Settlement, you will get no payment. You will not be able to sue MAWC for the same issues as in this lawsuit again.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the proposed Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. Please be patient.

To learn more about the Settlement, visit www.MAWCSettlement.com, contact the Claims Administrator toll-free at 1-866-615-0975 or by email at info@MAWCSettlement.com

BASIC INFORMATION

1. Why did I get this notice?

This Notice has been posted for the benefit of potential members of the Settlement Class.

This Notice has been posted because members of the Settlement Class have a right to know about a proposed Settlement of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections or appeals relating to the Settlement are resolved, the benefits provided for by the Settlement will be available to members of the Class.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement may be viewed at the Settlement website: www.MAWCSettlement.com. This Notice contains only a summary of the Settlement.

The Court in charge of this case is the Circuit Court of Platte County, Missouri. The case is known as *Jason Strohm, individually and as a representative of the class v. Missouri-American Water Company*, Case No. 16AE-CV01252. The person who filed this lawsuit is called the Plaintiff, and MAWC is the Defendant.

2. What is this lawsuit about?

The lawsuit claims that MAWC provided allegedly defective water to its Platte County customers that resulted in excessive calcium scaling in faucets, water lines, and appliances. This scaling or particles allegedly clogged pipes and caused property damage.

The lawsuit does **not** allege that the water was unsuitable or unsafe for consumption or that it presented any health risks. Instead, the lawsuit is focused solely on property damage that was allegedly caused by the water supplied by MAWC.

MAWC disputes Plaintiffs' allegations and denies all liability to Plaintiffs and the Settlement Class. No court has found MAWC to have violated the law in any way. No court has found that Plaintiffs or the Settlement Class could recover any amount in this litigation.

Although the Court has authorized notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side of the lawsuit.

3. Why is this case a class action?

In a class action, one or more people called Class Representatives (in this case, Jason Strohm) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The customer who sued MAWC — and all the Class Members like him — are called Plaintiffs. The company they sued (in this case, Missouri-American Water Company) is called the Defendant. One court resolves the issues for everyone in the Class — except for those who choose to exclude themselves from the Class.

Here, the Court decided that this lawsuit can be a class action for settlement purposes because it preliminarily meets the requirements of Missouri Supreme Court Rule 52.08.

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4. Why is there a Settlement?

The Court did not decide this case in favor of the Plaintiffs or MAWC. Instead, counsel for the Settlement Class investigated the facts and applicable law regarding Plaintiffs' claims and MAWC's defenses. The parties engaged in lengthy arms-length negotiations to reach this Settlement. The Class Representative and Counsel for the Settlement Class believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Class.

Both sides agree that by settling, MAWC is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am a part of the Settlement?

The Court has approved, for settlement purposes, the following definition of the Class:

All individuals, businesses, and other entities in Platte County, Missouri, to whom Defendant provided water as customers from April 28, 2011 to December 5, 2017. Excluded from the proposed class are any individuals or entities currently in bankruptcy, any individuals and entities that opted out of the Class, and the Released Parties as defined in the Settlement Agreement.

If you are uncertain as to whether you are a member of the Settlement Class, you may contact the Claims Administrator at 1-866-615-0975 to find out.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

If you are a member of the Settlement Class, you are eligible to receive a benefit under the Settlement if you have a valid claim for property damage.

MAWC and its insurers have agreed to pay **up to** \$6,000,000 for the Settlement. The fund will be divided on a *pro rata* basis among all Settlement Class Members with valid claims who do not opt out, after any awarded attorneys' fees, expenses, Settlement Administration costs, and service awards have been deducted.

If the expected requests for attorneys' fees and expenses and incentive awards are granted by the Court, each Settlement Class Member with an approved Claim who provides evidence of purchase will receive the benefits outlined in the chart below, with no cap on the aggregate amount of Claims submitted by each Class Member (subject to any *pro rata* adjustment described in the Settlement Agreement).

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Fund	Damage Category	Amounts Available	
Specific Property Damage Fund	Category I Water Heaters (traditional) Water Heaters (tankless)	Type A Proof	\$500
		Type B Proof	\$330
		Type C Proof	\$165
	Category II Washing Machines Dishwashers Refrigerator Ice Makers	Type A Proof	\$300
		Type B Proof	\$198
		Type C Proof	\$99
	Category III Faucets (bathroom and/or kitchen) Shower heads Toilet parts in tank Sprinkler system parts Water valves Water lines	Type A Proof	\$200
		Type B Proof	\$132
		Type C Proof	\$66
General Property Damage Fund	Category IV General Property Damage	Type C Proof	\$50

- Type A Proof is intended to encompass primary evidence of damages. Examples include, but are not limited to, receipts, paid invoices, etc. reflecting payment of damages to the applicable implement.
- Type B Proof is intended to encompass secondary evidence of damages. Examples include, but are not limited to, photographs or videos reflecting implement damage, photograph of the purchased replacement product along with a receipt, etc.
- Type C Proof is a Claim Form attested to under the penalty of perjury by the Class Member.
- Class Members may not recover from the Specific Property Damage Fund and the General Property Damage Fund; the Class Member must elect between the two. The General Property Damage Fund is intended to compensate Class Members who suffered generalized property damages that are not associated with a particular implement.
- Class Members who recover under the Specific Property Damage Fund may not claim reimbursement for an implement replaced after 80% of the implement's Useful Life (as defined in the Settlement Agreement).

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HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

7. How can I get a benefit?

To receive a benefit, a Settlement Class Member must submit a Claim Form to the Claims Administrator. The Claims Administrator will be responsible for reviewing all Claim Forms and supporting documents to determine whether a Claim is an approved Claim. The Claims Administrator will reject any claim that is not: (a) submitted timely and in accordance with the directions on the Claim Form, the provisions of this Settlement Agreement, and the Preliminary Approval Order; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; and (c) signed by the Settlement Class Member under penalty of perjury.

8. When would I get my benefit?

The Court will hold a final Fairness Hearing at **9:00 a.m. on May 13, 2022**, in the Circuit Court of Platte County, Missouri, to decide whether to finally approve the Settlement. The Court is located at 328 Main Street, Platte City, Missouri 64079. If the Court approves the Settlement, there may be appeals. Payments to members of the Settlement Class will be made only if the Settlement is approved by the Court and any appeals are resolved. This may take some time, so please be patient.

9. What am I giving up to get a benefit?

Upon the Court's approval of the proposed Settlement, all members of the Settlement Class who do not exclude themselves (as well as their spouses, heirs, and any other individual who may possess rights on their behalf) will release MAWC (and its parent corporation, affiliates, subsidiaries, employees, and others who may be subject to claims with respect to MAWC as specified in the Settlement Agreement) from any and all claims arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Class Action Petition.

This release may affect your rights, and may carry obligations, in the future. To view terms of the release, review the Settlement Agreement, which is available at www.MAWCSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue MAWC, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

10. How do I ask to be excluded?

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting-out,” you must send a valid, written Request for Exclusion. A Request for Exclusion must (1) be in writing and state the name, address, and phone number of the person(s) seeking exclusion; (2) certify that the signee received business or residential water service from MAWC, in Platte County, Missouri, during the time period of April 28, 2011 to December 5, 2017; (3) certify that the signee has not previously received compensation from MAWC; (4) certify that the signee is not part of the same household as a person who

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has requested or received compensation from MAWC; and (5) must be personally signed by the Settlement Class Member. The Request for Exclusion must be sent to each of the following, via first class mail, postage pre-paid, postmarked **no later than April 18, 2022**:

Class Counsel:

Williams Dirks Dameron LLC
Attn: Matthew L. Dameron
1100 Main Street, Suite 2600
Kansas City, Missouri 64105

Defense Counsel:

Baty Otto Coronado Scheer PC
Attn: Lee M. Baty and Elizabeth A. Murray
4435 Main Street, Suite 1100
Kansas City, Missouri 64111

Claims Administrator:

Strohm v. MAWC Settlement
c/o JND Legal Administration
PO Box 91320
Seattle, WA 98111

If the request is not postmarked on or before **April 18, 2022**, your exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court, including without limitation, the consent judgment ultimately rendered in the case, and you will be barred from bringing any claims which arise out of or relate in any way to the claims in the case as specified in the release referenced in paragraph 9 above.

11. If I don't exclude myself, can I sue MAWC for the same thing later?

No. Unless you exclude yourself, you give up any right to sue MAWC for the claims that this Settlement resolves. If you have a pending lawsuit against MAWC, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **April 18, 2022**.

12. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But you may sue, continue to sue, or be a part of a different lawsuit against MAWC.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that the law firm Williams Dirks Dameron LLC is qualified to represent you and all other Class Members. These lawyers are called "Class Counsel." You will not be charged for these lawyers. They are experienced in handling similar cases against other entities. More information about the law firms, their practices, and their lawyers' experience is available at www.williamsdirks.com.

Class Counsel represents the interests of the Settlement Class. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees.

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14. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys' fees and expenses in an amount of \$2,400,000. The Court will review the request and it may award less. Class Counsel will also seek compensation of \$10,000 for Jason Strohm, and \$2,000 for each Class Member who actively participated in the litigation. These amounts will be paid from the Settlement, not by you. MAWC has agreed not to oppose these fees and expenses.

OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

15. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your view. To object, you must file or send a written objection to the Court by **April 18, 2022**, or you will be deemed to have waived all objections and shall be foreclosed from making any objection (whether in opposition to the motion for Preliminary Approval, motion for Final Approval, on appeal, or otherwise) to the Settlement.

The written objection must include the case name and number (*Strohm, et al. v. Missouri-American Water Company*, Case No. 16AE-CV01252), objecting party's name, signature, title, address, telephone number, a statement of each objection asserted, a detailed description of the facts underlying each objection; and a certification that the objecting party is a member of the Settlement Class.

You must file any objection with the Clerk of the Court at the address below by April 18, 2022:

Circuit Court of Platte County, Missouri
328 Main Street
Platte City, Missouri 64079

You must also send your objection by first class mail, postmarked on or before April 18, 2022, to Class Counsel and MAWC's Counsel at:

Class Counsel:

Matthew L. Dameron
Williams Dirks Dameron LLC
1100 Main Street, Suite 2600
Kansas City, Missouri 64105

MAWC's Counsel:

Baty Otto Coronado Scheer PC
Attn: Lee M. Baty and Elizabeth A. Murray
4435 Main Street, Suite 1100
Kansas City, Missouri 64111

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

16. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

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THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

There will be a final Fairness Hearing to consider approval of the proposed Settlement at **9:00 a.m. on May 13, 2022**, at the Circuit Court of Platte County, Missouri, located at 328 Main Street, Platte City, Missouri 64079. The hearing may be postponed to a later date without further notice, but any such postponements will be posted on the Settlement Website at www.MAWCSettlement.com. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement, whether the Settlement Class is adequately represented by the Plaintiff and Class Counsel, and whether an order and final consent judgment should be entered approving the proposed Settlement. The Court will also consider Class Counsel's application for an award of attorneys' fees and expenses, and Incentive Awards for the Class Representative and Participating Class Members.

You will be represented by Class Counsel at the Fairness Hearing unless you choose to appear in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the Fairness Hearing.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Settlement Class at the Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you wish.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Strohm v. Missouri-American Water Company*." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be sent with your objection and postmarked no later than **April 18, 2022**, and be sent to the Clerk of the Court, Class Counsel and Defense Counsel, at the addresses in question 15. You cannot speak at the hearing if you excluded yourself.

GETTING MORE INFORMATION

20. Are there more details available?

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the Settlement, you may refer to the papers filed in this case during regular business hours at the office of the Circuit Clerk, Circuit Court of Platte County, Missouri; 328 Main Street; Platte City, Missouri 64079. The full Settlement Agreement and certain pleadings filed in the case are available at www.MAWCSettlement.com or can be requested from Class Counsel, identified above.

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