

IN THE CIRCUIT COURT OF PLATTE COUNTY, MISSOURI

JASON STROHM, individually and on behalf of all others similarly situated, Plaintiff, v. MISSOURI-AMERICAN WATER CO., Defendant.

Case No. 16AE-CV01252

FILED MAY 13 2022 KIMBERLY K JOHNSON Clerk of the Circuit Court Platte County, MO

CONSENT JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

Plaintiff Jason Strohm, individually and on behalf of the settlement Class Members in his capacity as Class Representative, and Missouri-American Water Company (MAWC) have entered into a Settlement Agreement. Pending before the Court is Plaintiffs' Motion for Final Approval of the Settlement; MAWC does not oppose the Motion.

On February 4, 2022, the Court entered its Order Granting Preliminary Approval of the Settlement. On May 13, 2022, the Court conducted a final approval hearing to consider the Motion; no additional objectors other than those identified herein appeared at the hearing.

As set forth herein, the Court has considered the terms of the Settlement Agreement and is satisfied that the Settlement Agreement is fair, reasonable, and adequate. The Court GRANTS Plaintiffs' Motion for Final Approval and ORDERS the following:

- 1. The Court's Order Granting Preliminary Approval (dated February 4, 2022) is incorporated by reference in this Order.
2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties, and certifies the Class for settlement purposes, as defined below.

3. The parties have agreed to and the Court previously conditionally certified the following Class for purposes of settlement only:

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 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.

4. Based on the Court's review of the Settlement Agreement, the Court's Order Granting Preliminary Approval, and Plaintiffs' pending Motion, the Court finds that the Class satisfies the criteria of Missouri Supreme Court Rule 52.08.

5. The Court further finds and concludes that notice to the Class was disseminated in accordance with the Settlement Agreement and the Court's Order Granting Preliminary Approval. The Court finds that the notice fully satisfied Rule 52.08, was the best notice practicable under the circumstances, and constitutes valid, due and sufficient notice to the Class in full compliance with the requirements of applicable law.

6. The Court finally approves the Settlement Agreement and finds that the terms of the settlement constitute, in all respects, a "fair, reasonable and adequate" settlement as to all members of the Class in accordance with Rule 52.08 and directs its consummation pursuant to its terms and conditions.

7. One household within the Settlement Class—the couple of Matthew Kent Morrow and Nikki Jo Morrow (the Morrows)—submitted a timely request to be excluded from the Class. Accordingly, the Morrows are excluded from the Class as defined above and shall not be bound by any provisions of the settlement.

8. One individual named Paul L. Schenk submitted a purported objection to the settlement. However, because Schenk did not begin receiving water services from MAWC until 2018, he is not a member of the Class identified above. Accordingly, he does not have standing to assert an objection, and his purported objection is overruled.

9. Aside from these two instances, the Court has evaluated the overall reaction of the Class to the settlement and finds that the overall acceptance of the Settlement Agreement by Class members supports the Court's conclusion that the Settlement Agreement is in all respects fair, reasonable and adequate, and in the best interests of the Class.

10. JND Legal Administration is appointed to continue to serve as the Claims Administrator as provided in the Settlement Agreement. The Claims Administrator is directed to finally process all timely and valid claims and disburse the settlement payments in accordance with the terms of the Settlement Agreement and the Court's Orders.

11. The parties and members of the Class shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments without limitation, including this Order and Judgment and the releases set forth in the Settlement Agreement.

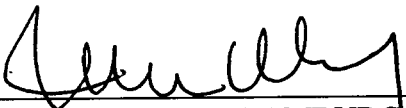
12. The Court approves Class Counsel's application for \$2,400,000.00 in attorneys' fees and expenses. The Court finds such fees to be reasonable under the applicable law.

13. The Court approves a service award to Jason Strohm in the amount of \$10,000. The Court further approves service awards in the amount of \$2,000 for each Participating Class Member, as outlined in the Settlement Agreement.

14. The Court hereby dismisses this action and all claims with prejudice, and without costs to any party except as expressly provided for in the Settlement Agreement and this Order.

15. Without affecting the finality of this Order, the Court reserves exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and/or this Order finally approving the settlement. The Court's jurisdiction extends to any disputes concerning the implementation of the settlement and/or any ancillary proceedings, including any disputes concerning the division of Class Counsel's attorneys' fees.

SO ORDERED.



HON. JAMES VAN AMBURG
CIRCUIT COURT JUDGE

DATED: May 13, 2022

