

IN THE CIRCUIT COURT OF PLATTE COUNTY, MISSOURI

JASON STROHM, on behalf of himself  
and all others similarly situated

Plaintiff,

v.

MISSOURI-AMERICAN  
WATER COMPANY,

Defendant,

Case No. 16AE-CV01252

FILED  
FEB 04 2022

KIMBERLY K JOHNSON  
Clerk of the Circuit Court Platte County, MO

**ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT**

Pending before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement. The Court conducted a hearing on the Motion on February 4, 2022. Upon consideration and review of the proposed settlement, the Court hereby orders:

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

**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.

This Order incorporates, as if fully set forth herein, the definitions contained in the Settlement Agreement entered by the Parties.

2. Jason Strohm is hereby appointed as Class Representative.

3. Matthew L. Dameron and the law firm of Williams Dirks Dameron LLC, 1100 Main Street, Suite 2600, Kansas City, Missouri 64105 are hereby appointed Class Counsel.

4. The Court finds probable cause to believe the settlement is fair and that the proposed settlement Class may ultimately be found to meet the requirements of class certification. Moreover, the Court preliminary finds that the terms of the settlement (including Class Counsel's application for attorneys' fees, costs, and expenses) appear to be fair and reasonable, and that the Court is likely to grant final approval of the settlement.

5. The proposed Class meets the requirements of Mo. R. Civ. P. 52.08. The Class includes more than 9,000 people, too many to make joinder practicable. There are questions of law and fact common to the Class. The Class Representative and Class Counsel appear to have fairly and adequately protected the interests of the Class and appear to have claims typical of those held by Class Members. The proposed Class meets Mo. R. Civ. P. 52.08(b)(3)'s requirements at least for settlement purposes. The predominant issue at this stage of proceedings is whether the settlement should be approved. That question is common to all Class Members. Certification of a class is the superior means for resolving this dispute in that there will be no difficulty in managing the proposed settlement on a class basis and a class-wide settlement will resolve all claims of Class Members. Accordingly, the Court finds that the numerosity, commonality, typicality, and adequacy of representation requirements of Rule 52.08 are satisfied, that a class action is an appropriate method for the fair and efficient resolution of the controversy, and that common issues of fact and law predominate and make certification of a class for settlement efficient and appropriate.

6. The Court finds that the Settlement Agreement on its face appears to have been negotiated at arm's length and to be fair, reasonable, and adequate.

7. Pursuant to Rule 52.08, a fairness hearing shall be held before this Court at 9 a.m. on \_\_\_\_\_, 2022, at the Circuit Court of Platte County, Missouri. At the fairness hearing, the Court will consider: (a) whether the proposed settlement Class meets the requirements of class certification; (b) whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate; (c) whether a final judgment should be entered thereon; and (d) whether Class Counsel's application for attorneys' fees, costs, expenses, and Class Representative compensation should be approved by the Court.

8. The Court approves the proposed Notices of Proposed Class Action Settlement ("Class Notice") in the form of Exhibits "B" and "C" to the Settlement Agreement. The Class Notices reasonably inform the Class of the essential features of this action, the terms of the proposed settlement, the class certification, and their rights with respect thereto. In addition, the Court approves the proposed Claim Form in the form of Exhibit "D" to the Settlement Agreement. The Claim Form is reasonable and is not overly burdensome for Class Members to complete. It requests relevant information needed to determine the validity of a claim. In addition, the proposed period for submission of claims is reasonable and provides Class Members ample time to complete and mail the Claim Form.<sup>1</sup>

9. The Court appoints JND Legal Administration to serve as the Claims Administrator overseeing the settlement. MAWC is hereby directed to require the Claims Administrator to distribute the Class Notice and Claim Form in accordance with the Settlement Agreement, no later than thirty (30) days from the entry of this Order. Furthermore, the Claims Administrator is

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<sup>1</sup> The Court's approval of the Notices and Claim Form is approval of the materials in substantially the same form as that presented to the Court. The Court acknowledges that the Claims Administrator may need to make typesetting, formatting, or other non-material adjustments to conform to its practices. The parties are authorized to confer on such changes and jointly approve them without the Court's involvement, provided that the Notices and Claim Form still materially conform to those versions presented to the Court. If the parties cannot agree on any proposed formatting or non-material changes, then the Court will resolve the dispute.

directed to establish and maintain a settlement website in conformity with the Settlement Agreement.

10. The Court finds that, under the circumstances, the distribution of notice described in Paragraph 9 above constitutes the best practicable notice of the fairness hearing, the proposed settlement, Class Counsel's application for fees and expenses, and other matters set forth in the Notice, and that the Class Notice fully complies with the requirements of the Missouri Rules of Civil Procedure and Due Process and is due and sufficient notice to all persons entitled to notice of the settlement. The notice procedure, as contemplated by this Order, is reasonably calculated to communicate actual notice of the litigation and the proposed settlement to Class Members.

11. Any person falling within the definition of the Class may, upon the person's request, be excluded from the settlement. Any such person must submit a request for exclusion, postmarked on or before the deadline for exclusions, in the manner prescribed by the Settlement Agreement. A request for exclusion must comply with the requirements set forth in the Settlement Agreement and it 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; and (4) certify that the signee is not part of the same household as a person who has requested or received compensation from MAWC.

12. All persons who submit valid and timely requests for exclusion in the manner set forth in Paragraph 11 above shall have no rights under the Settlement Agreement and shall not be bound by the Settlement Agreement or the Final Order or the Judgment. All persons falling within the definition of the Class who do not request exclusion in the manner set forth in this paragraph

and the Settlement Agreement shall be Class Members and shall be bound by the Settlement Agreement and the Final Order and Consent Judgment.

13. Any person falling within the definition of the Class who does not request exclusion in the manner set forth in Paragraph 11 above can object to the proposed settlement by filing and serving a written objection in accordance with the terms and conditions of the Settlement Agreement. Any objection must be filed with the Clerk of the Court and mailed to Class Counsel and counsel for MAWC within 45 days of the last date for the mailing of the Class Notice and Claim Form, and must include the 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.

14. If an objector intends to appear personally or through counsel at the fairness hearing, the objector must also include with the objection a notice of the objector's intention to appear at the hearing and comply with the other requirements of the Settlement Agreement. Only persons in the Class who have filed and served valid and timely notices of intent to appear and objections shall be entitled to be heard at the fairness hearing.

15. Any Class Member who does not file and serve a written objection to the Settlement Agreement, to the entry of final consent judgment, or to the Class Counsel's application for fees, costs, expenses and Class Representative compensation, in accordance with the procedure set forth in this Order, shall be deemed to have waived his or her objections and forever be barred from making any such objections in the litigation or in any other action or proceeding concerning the Released Claims.

16. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the fairness hearing without further notice to the Class.

17. In the event that the settlement does not become a Final Order (as that term is defined in the Settlement Agreement) in complete accordance with the terms of the Settlement Agreement, then this Order shall be rendered null and void and be vacated, and the Settlement Agreement shall be rendered null and void in accordance with the Settlement Agreement.

18. In further aid of the Court's jurisdiction to implement and enforce the settlement, Plaintiffs and all Class Members shall be enjoined from commencing or prosecuting any action asserting any of the Released Claims (as defined in the Settlement Agreement), either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located. Nothing in this paragraph shall be construed to prevent a Class Member from presenting objections to the Court regarding the Settlement Agreement.

**WHEREFORE**, for the reasons set forth herein, Plaintiff's Unopposed Motion for Preliminary Approval of the Settlement is **GRANTED**.

**SO ORDERED.**

  
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HON. JAMES VAN AMBURG  
CIRCUIT COURT JUDGE

DATED: February 4<sup>th</sup>, 2022