

IN THE CIRCUIT COURT
OF ST. LOUIS COUNTY, MISSOURI

FILED

DIV. AUG 11 2017 14

**JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY**

CITY OF WINCHESTER, MISSOURI,)
and CITY OF CREVE, COEUR, MISSOURI,)

On behalf of themselves and all others)
similarly situated,)

Plaintiffs,)

v.)

UNION ELECTRIC COMPANY)
d/b/a AMEREN MISSOURI,)

Defendant.)

Case No.: 11SL-CC04561

Div. 14

PRELIMINARY APPROVAL ORDER

WHEREAS, Plaintiffs and Class Representatives City of Winchester, Missouri, and City of Creve Coeur, Missouri on behalf of the Settlement Class (as certified below) (collectively "Plaintiffs") and Defendant, Union Electric Company d/b/a Ameren Missouri ("Ameren") have reached a settlement and compromise of the disputes between them in the above-captioned action, which is embodied in the Settlement Agreement, dated August 4, 2017, filed with the Court;

WHEREAS, the parties have applied to the Court for preliminary approval of the proposed Settlement of the Action;

AND NOW, the Court having read and considered the Settlement Agreement and accompanying documents, and the parties to the Settlement Agreement having consented to the entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. Subject to further consideration by the Court at the time of the Final Fairness Hearing, the Court preliminarily approves the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, as falling within the range of possible final approval, and as meriting submission to the Settlement Class for their consideration.

3. For purposes of the Settlement only, the Court hereby certifies a Settlement Class consisting of all Political Subdivisions in Defendant's Missouri service territory that, on or before August 11, 2017, have adopted a code or ordinance that imposes a Business License Tax (as defined in Section II.B of the Settlement Agreement). Excluded from the Settlement Class are the City of Revere, Missouri, and the Village of Rush Hill, Missouri.

4. The Court hereby finds, for purposes of effectuating the Settlement, that each element for certification of the Settlement Class pursuant to Missouri Rule of Civil Procedure 52.08 is met: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class members in the litigation is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and their counsel have fairly and adequately represented and protected the interests of all Settlement Class members; (e) the prosecution of separate actions by or against individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class; (f) the parties opposing the Settlement Class have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a

whole; (g) questions of law or fact common to members of the Settlement Class predominate over any questions affecting individual members; and (h) a class action is superior to other available methods for fair and efficient adjudication of the controversy.

5. The Court hereby appoints Plaintiffs, City of Winchester, Missouri, and City of Creve Coeur, Missouri, as representatives of the Settlement Class.

6. Plaintiffs' Class Counsel are authorized to act on behalf of the Settlement Class with respect to all acts required by, or which may be given pursuant to, the Settlement Agreement or such other acts which are reasonably necessary to consummate the proposed settlement set forth in the Settlement Agreement.

7. A Final Fairness Hearing shall be held before this Court at 1:30 p.m. on December 15, 2017, in Division 14 of the Circuit Court for St. Louis County, State of Missouri, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a Final Order and Judgment of Dismissal should be entered; (c) whether Class Counsel's attorneys' fees and expense application should be approved; (d) objections, if any, to the Settlement; and (e) any other matters the Court deems appropriate.

8. With the exception of such proceedings as are necessary to implement, effectuate and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action and all Political Subdivisions (except City of Revere, Missouri, and Village of Rush Hill, Missouri) are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement unless the Political Subdivision files a valid and timely Request for Exclusion.

9. The Court approves, as to form and content, the Notice of Class Action Settlement in the form attached as Exhibit 3 to the Settlement Agreement. On or before twenty

(20) days after entry of this Order, Ameren is directed to send the Notice of Class Action Settlement to all municipalities in Ameren's service territory and to St. Louis County by first class United States mail, postage prepaid, to their last known address.

10. As set forth in the Settlement Agreement, Class Counsel is directed to assist Ameren in identifying the name and address of each Missouri municipality.

11. Ameren shall file a declaration of compliance with the requirements of Paragraph 9 on or before September 11, 2017.

12. The Court finds that the parties' plan for providing notice to the municipalities and St. Louis County (the "**Notice Plan**") described in Section IV of the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the municipalities and St. Louis County of the pendency of the Action, preliminary certification of the Settlement Class, the terms of the Settlement Agreement, and the Final Fairness Hearing, and complies fully with the requirements of Missouri Rule of Civil Procedure 52.08, the Constitution of the State of Missouri, the United States Constitution, and all other applicable laws, and constitutes due and sufficient notice to all persons entitled to receive notice.

13. The Court further finds that the Notice Plan described in Section IV of the Settlement Agreement will adequately inform the municipalities and St. Louis County of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement. Any municipality or St. Louis County that desires to be excluded from the Settlement Class, and therefore not be bound by the terms of the Settlement Agreement, must mail to a designated address, pursuant to the instructions set forth in the Notice, a timely and valid written Request for Exclusion bearing a United States postmark no later than October 16,

2017. On or before October 23, 2017, Ameren shall prepare and send to the Court, with copies to Class Counsel and Ameren's Counsel, a Report on Requests for Exclusions pursuant to Section V.B of the Settlement Agreement.

14. In order to be valid, a Request for Exclusion must: (1) be signed personally by the duly authorized representative of the municipality or St. Louis County; (2) be timely mailed to the designated address; (3) clearly request exclusion from the Settlement Class; and (4) contain the name, address, and telephone number of the duly authorized representative of the municipality or St. Louis County. Any municipality or St. Louis County that elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Fairness Hearing. The names and addresses of all municipalities or St. Louis County timely submitting valid Requests for Exclusion shall be provided to the Court.

15. All members of the Settlement Class that have not, by October 16, 2017, submitted a valid and timely Request for Exclusion in the manner set forth in Paragraph 14 of this Order shall be Settlement Class Members and shall be bound by the terms of the Settlement Agreement and the Final Order and Judgment of Dismissal. Any and all Settlement Class Members shall be conclusively deemed to have fully and finally released Ameren from any and all of the Released Claims.

16. Any Settlement Class Member may object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and expenses, or to the proposed Final Order and Judgment of Dismissal. Any such Class Member shall have the right to appear and be heard at the Final Fairness Hearing through an attorney retained at the Class Member's own expense.

Any such Class Member must file with the Court and serve on Class Counsel and Defendants' Counsel, postmarked no later than October 16, 2017, a written notice of intention to appear together with supporting papers including a detailed statement of the specific objections made. Any member of the Settlement Class that validly and timely submits a Request for Exclusion from the Settlement Class may not object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and expenses, or to the proposed Final Order and Judgment of Dismissal.

17. Service of all papers on counsel for the parties shall be made as follows: for Class Counsel, to John W. Hoffman and Douglas R. Sprong, Korein Tillery, LLC, 505 N. 7th Street, Suite 3600, St. Louis, MO 63101; John F. Mulligan, Jr., 101 South Hanley, Suite 1280, Clayton, MO 63105; Howard Paperner, 9322 Manchester Road, St. Louis, MO 63119; and Leland B. Curtis and Carl J. Lumley, Curtis, Heinz, Garrett and O'Keefe, P.C., 130 S. Bemiston, Ste. 200, Clayton, MO 63105; for Defendants' Counsel, to Byron E. Francis, William Ray Price, Jr., Thomas B. Weaver and Eric M. Trelz, Armstrong Teasdale LLP, 7700 Forsyth Blvd., Ste. 1800, St. Louis, MO 63105. Only Settlement Class Members that have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Fairness Hearing, along with their own counsel.

18. Any Settlement Class Member that does not make an objection in the time and manner provided in the Notice shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed settlement as incorporated in the Settlement Agreement, the payment of attorneys' fees and expenses, or the Final Order and Judgment of Dismissal.

19. In the event the proposed Settlement does not become Final, or in the event the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

20. No later than seven (7) calendar days before the Final Fairness Hearing, all briefs supporting the Settlement Agreement, the request for attorneys' fees and costs, and all papers in response to objections to any of the foregoing, shall be served and filed.

21. Neither the Settlement Agreement nor the Notice, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Notice: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Plaintiffs' Released Claims, or of any wrongdoing or liability of Ameren; or (ii) is or may be deemed to be, or may be used as, an admission, or evidence of, any fault or omission of any of Ameren in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

22. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class. The Final Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court. The Court may consider modifications of the Settlement without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated August 11, 2017



Honorable Kristine A. Kerr, Division 14
Judge of the Circuit Court of St. Louis County