

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

ANDREW SCHROEDER,
individually, and as representative
of a class of similarly-situated persons
and entities,

Case No. 2014-138919-CZ
Hon. Shalina Kumar

Plaintiff,

v.

CITY OF ROYAL OAK,
a municipal corporation,

Defendant.

Gregory D. Hanley (P51204)
Jamie K. Warrow (P61521)
Edward F. Kickham Jr. (P70332)
Kickham Hanley PLLC
32121 Woodward Avenue, Suite 300
Royal Oak, MI 48073
(248) 544-1500
Attorneys for Plaintiff

Sonal Hope Mithani (P51984)
Caroline B. Giordano (P76558)
Miller, Canfield, Paddock and Stone, P.L.C.
101 North Main Street, Seventh Floor
Ann Arbor, MI 48104
(734) 668-7786
Attorneys for Defendant

Ray M. Toma (P48840)
Ray M. Toma PC
2550 South Telegraph Road, Suite 255
Bloomfield Hills, Michigan 48302
248-594-4544
Co-Counsel for Plaintiff

**STIPULATED ORDER REGARDING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, NOTICE AND SCHEDULING**

At a session of said Court held in the
City of Pontiac, County of Oakland
State of Michigan on MAR 22 2017
PRESENT: HON. SHALINA KUMAR
Circuit Court Judge

Plaintiff has commenced this action (the “Lawsuit”) challenging a mandatory debt service charge (the “Kuhn Facility Debt Charge”) and a mandatory stormwater disposal charge (the “Stormwater Charge”) (collectively the “Charges”) that the Defendant City of Royal Oak (the “City”)

assesses upon the users of the City's water and sanitary disposal services as more particularly described in Plaintiff's Complaint (the "Complaint") in the Lawsuit;

The Court on April 1, 2015 certified this action as a class action on behalf of a class (the "Class") consisting of persons or entities who/which have paid the City for water and sanitary sewage disposal services after February 14, 2008;

Plaintiff and Defendant have made a joint Motion for Preliminary Approval of Class Action Settlement in this matter;

Plaintiff and Defendant in this action intend to make application to this Court, pursuant to MCR 3.501(E), for a Final Order approving the settlement of this class action in accordance with the terms set forth in the Class Action Settlement Agreement ("Agreement"), executed by counsel for the parties on March 22, 2017 and attached hereto as Exhibit 1, and they seek preliminary approval of the Agreement for purposes of, among other things, notifying class members of the proposed settlement;

The Court has been made aware of the settlement process leading to the agreement reached, and counsel have demonstrated that the settlement was the result of arm's length bargaining of counsel well versed in all of the issues.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the terms of the Agreement. Pursuant to MCR 3.501, the "Class," as defined in Paragraph 2 of the Agreement, is hereby certified for settlement purposes only.

2. A hearing (the "Settlement Hearing") will be held before this Court on June 14, 2017 at 8:30 a.m. to determine whether the proposed settlement between Plaintiff and Defendant, on the terms and conditions provided in the Agreement between such parties, is fair, reasonable and adequate and should be approved by the Court, to determine whether a final judgment should be

entered dismissing this Lawsuit with prejudice, and without costs, and to determine whether to award attorneys' fees and expenses to Class Counsel and the amount of such fees and expenses.

3. The notification to the members of the Class regarding the Settlement, as authorized in Paragraphs 4 and 6 of this Order, is the best notice practicable under the circumstances, is in compliance with MCR 3.501, and the requirements of due process of law, and will adequately inform class members of their rights.

4. On or before fourteen (14) days from the entry of this Order, Plaintiff's Counsel shall cause a Notice of Proposed Class Action Settlement ("Notice"), substantially in the form attached to the Agreement as Exhibit "C," to be mailed to members of the Class. Plaintiff shall arrange for the publication of notice, substantially in the form attached to the Agreement as Exhibit "D", in the Royal Oak Tribune and Oakland Press newspapers on three occasions prior to April 5, 2017.

5. The law firm of Kickham Hanley PLLC ("KH") is hereby appointed as Claims-Escrow Administrator for this Action. KH is authorized to use the services of the Garden City Group, as provided in the Agreement.

6. Any Class member may appear personally, or by counsel of his or her own choice and at his or her own expense at the Settlement Hearing to show cause why: (a) the proposed settlement of the claims asserted should or should not be approved as fair, just, reasonable, adequate and in good faith; or (b) judgment should or should not be entered thereon; provided, however, that no Class member will be heard at the Hearing or be entitled to contest the approval of the terms and conditions of the proposed settlement, the judgment to be entered thereon approving the same, or the attorneys' fees and expenses to be paid, or other matter(s) that may be considered by the Court at or in connection with said settlement hearings, unless, no later than 14 days before the Hearing, such class member has filed and served written objections that set forth the name of this matter as

defined in the Notice, the objector's full name, address and telephone number, an explanation of the basis upon which the objector claims to be a Class Member, all grounds for the objection including any known legal support for the objection, the number of times in which the objector has objected to a class action settlement in the past five years and a caption of each case in which an objection was filed, the identity of all counsel representing the objector at the hearing, a statement confirming whether the objector intends to appear and/or testify at the hearing (along with a disclosure of all testifying witnesses) and the signature of the objector (not just the objector's attorney), upon each of the following attorneys:

Gregory D. Hanley
Kickham Hanley PLLC
300 Balmoral Centre
32121 Woodward Avenue
Royal Oak, Michigan 48073

Counsel for Plaintiff

And

Sonal Hope Mithani
Miller, Canfield, Paddock and Stone, P.L.C.
101 North Main Street, Seventh Floor
Ann Arbor, MI 48104

Counsel for Defendant

and has filed said notice, objections, papers and briefs, as to the settlement with the Clerk of the Oakland County Circuit Court.

7. Any Class member who does not object in the manner provided above will be deemed to have waived such objection to the fairness, adequacy or reasonableness of the proposed settlements or the award of attorney's fees and expenses.

8. As stated in Paragraph 5, KH is authorized to serve as the Claims-Escrow Administrator. The Claims-Escrow Administrator, with the assistance of the Garden City Group, shall be responsible for holding the Settlement Fund in escrow, determining the eligibility of Class

Members to receive payments, determining the size of each Allowed Claim, distributing the payments to Class Members with Allowed Claims, filing a distribution report consistent with Paragraph 11 of the Agreement and refunding to Defendant the unclaimed portion of the Net Settlement Fund as required by Paragraph 13 of the Agreement. The Claims-Escrow Administrator shall also be responsible for: (a) recording receipt of all responses to the Notice; (b) preserving until further Order of this Court any and all written communications from Class members or any other person in response to the Notice; and (c) making any necessary filings with the Internal Revenue Service. The Claims-Escrow Administrator may respond to inquiries, but copies of all written answers to such inquiries will be maintained and made available for inspection by all counsel in this action.

9. All papers in support of the settlement shall be filed with the Court and served on the other parties no later than seven (7) days prior to the Settlement Hearing.

10. The Court expressly reserves its right to adjourn the Settlement Hearing without any further notice to members of the Class. The Court retains jurisdiction of this action to consider all further applications arising out of or connected with the proposed settlement herein.

11. All pretrial and trial proceedings in the Lawsuit are stayed and suspended until further order of the Court. Pending the final determination of the fairness, reasonableness and adequacy of the settlements, no Plaintiff or member of the class may institute or commence any action or proceeding against Defendant asserting any of the claims asserted in this action.

12. Subject to the terms of Paragraphs 13-14 below, if the Agreement and Settlement is disapproved, in part or in whole, by the Court, or any appellate court; if dismissal of the Lawsuit with prejudice against Defendant cannot be accomplished; if a final judgment on the terms set forth in Paragraph 28 of the Agreement is not entered within ninety (90) days after the entry of this Order; if the Settlement Date defined in Paragraph 5 of the Agreement does not occur prior to July 31, 2017; or if the Agreement and Settlement otherwise is not fully consummated and effected:

a. The Agreement shall have no further force and effect and it and all negotiations and proceedings connected therewith shall be without prejudice to the rights of Defendant, the Named Plaintiff and the Class;

b. The Claims-Escrow Administrator shall immediately return to Defendant any and all monies provided by Defendant for settlement purposes; and

c. The Court shall grant reasonable continuances of the Lawsuit for the Parties to prepare and file dispositive motions, prepare for trial, or prepare and file appellate briefs.

13. Defendant and Class Counsel may, in their sole and exclusive discretion, elect to waive any or all of the terms, conditions or requirements stated in Paragraph 12. Such waiver must be memorialized in a writing signed by Defendant and/or its counsel and Class Counsel and delivered via certified mail to opposing counsel, or it will have no force or effect.

14. Defendant and Class Counsel may, in their sole and exclusive discretion, elect to extend any or all of the deadlines stated in Paragraph 12. Such extension must be memorialized in a writing signed by Defendant and/or its counsel and Class Counsel and delivered via certified mail to opposing counsel, or it will have no force or effect.

IT IS SO ORDERED:

Dated: ~~March 22~~, 2017.

/s/Shalina Kumar
Oakland County Circuit Court Judge **BB**
SHALINA KUMAR

We hereby stipulate to the entry of the above order.

Approved as to form and substance:

/s/Gregory D. Hanley
Gregory D. Hanley (P51204)
Jamie K. Warrow (P61521)
Edward F. Kickham Jr. (P70332)
Kickham Hanley PLLC
26862 Woodward

/s/Sonal Hope Mithani
Sonal Hope Mithani (P51984)
Caroline B. Giordano (P76558)
Miller, Canfield, Paddock and Stone, P.L.C.
101 North Main Street, Seventh Floor
Ann Arbor, MI 48104

Royal Oak, MI 48067
(248) 544-1500
Attorneys for Plaintiff and the Class

(734) 668-7786
Attorneys for Defendant

KH149863

Received for Filing Oakland County Clerk 2017 MAR 22 PM 03:17