

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

GENERAL MILL SUPPLY CO.,  
Individually and on behalf of a  
Class of similarly situated  
persons and entities,

Case No. 18-011569-CZ  
Hon. Charles S. Hegarty

Plaintiff,

v.

THE GREAT LAKES WATER AUTHORITY,  
an incorporated municipal authority,

and

CITY OF DETROIT, a municipal corporation,  
by and through its WATER AND SEWERAGE  
DEPARTMENT,

Defendants.

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**FINAL JUDGMENT AND ORDER APPROVING CLASS SETTLEMENT**

At a session of said Court held in the  
City of Detroit, County of Wayne,  
State of Michigan on 2/27/2024

PRESENT: HON. Charles S. Hegarty  
Circuit Court Judge

WHEREAS, Plaintiff and Defendants in this action have moved this Court, pursuant to MCR 3.501(E), for an 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, and

WHEREAS, this Court having held a hearing, as noticed, on **February 23, 2024**, pursuant to the Order Regarding Preliminary Approval of Settlement, Notice and Scheduling, dated November 22, 2023 (the “Order”), to determine the fairness, adequacy and reasonableness of a proposed settlement of the Class Action; and due and adequate notice (the “Notice”) having been made by mailing in a manner consistent with Paragraphs 4 and 6 of the Order; and all such persons having been given an opportunity to object to or participate in the settlement; and the Court having heard and considered the matter, including all papers filed in connection therewith and the oral presentations of counsel at said hearing; and good cause appearing therefor,

For the reasons stated on the record, IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The terms of the Agreement are fair, reasonable and adequate and in the best interests of the members of the Class and are hereby approved.
2. Plaintiff and Defendants are hereby ordered and directed to perform and consummate the settlement set forth in the Agreement in accordance with the terms and conditions of the Agreement.
3. The notification to the Class members regarding the Settlement is the best notice practicable under the circumstances and is in compliance with MCR 3.501(E) and the requirements of due process of law.
4. This Lawsuit is hereby dismissed with prejudice, and without costs to any party except as provided for in the Agreement.

5. Kickham Hanley PLLC, counsel for the Class, is hereby awarded attorneys' fees and costs in the amount of \$3,975,286.16, to be paid as set forth in the Agreement. Plaintiff General Mill Supply Co. is granted an incentive award of \$20,000, to be paid as set forth in the Agreement.

6. Without any further action by anyone, Plaintiff and all members of the Class as certified by the Order dated April 7, 2020, who previously did not submit a timely and valid Request for Exclusion (or who have not been excluded by the Court's February 26, 2024 Order) are deemed to have executed the following Release and Covenant not to Sue which is hereby approved by the Court:

In executing the Release and Covenant Not To Sue, each Class Member, on behalf of himself, herself or itself, and his, her or its parents, subsidiaries, affiliates, members, shareholders, predecessors, heirs, administrators, officers, directors, successors, assigns, and any person the Class Member represents, intending to be legally bound hereby, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby absolutely, fully and forever releases, relieves, remises and discharges the Great Lakes Water Authority, the City of Detroit, and each of the Member Communities (as defined in the Class Action Settlement Agreement), and each of their successors and assigns, present and former agents, representatives, employees, insurers, affiliated entities, attorneys and administrators, of and from any and all manner of actions, causes of action, suits, debts, accounts, understandings, contracts, agreements, controversies, judgments, consequential damages, compensatory damages, punitive damages, claims, liabilities, and demands of any kind or nature whatsoever, known or unknown, which arise from the beginning of time through the date of this Final Order and Judgment concerning (1) Defendants' calculation or assessment of the IWC Charges; (2) the components of costs included in the IWC Charges; and/or (3) Defendants' efforts to charge and/or collect IWC Charges; and (4) each and every claim and cause of action alleged by Named Plaintiff in each and every pleading Named Plaintiff filed in the Lawsuit. In executing the Release and Covenant Not to Sue, each Class Member also covenants that: (a) except for actions or suits based upon breaches of the terms of this Agreement or to enforce rights provided for in this Agreement, he, she or it will refrain from commencing any action or suit, or prosecuting any pending action or suit, in law or in equity, against Defendants on account of any action or cause of action released hereby; (b) none of the claims released under the Release and Covenant Not To Sue has been assigned to any other party; and (c) he, she or it accepts and assumes the risk that if any fact or circumstance is found, suspected, or claimed hereinafter to be other than or different from the facts or circumstances now believed to be true, the Release and Covenant Not To Sue shall be and remain effective notwithstanding any such difference in any such facts or circumstances.

7. This Court retains continuing jurisdiction to effectuate the provisions of the Agreement and the terms of this Order.

IT IS SO ORDERED:

  
/s/ Charles S. Hegarty  
February 27, 2024

Dated: \_\_\_\_\_, 2024.

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Wayne County Circuit Court Judge

**STIPULATED AND AGREED:**

/s/ Gregory D. Hanley

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