



November 20, 2015

Robin B. Price
4232 Forest Park Avenue
St. Louis, MO 63108

Re: Mr. [REDACTED], former employee of [REDACTED] Gas & Electric [REDACTED]

Dear Ms. Price:

Please be advised that the Benefits Committee met on November 13, 2015 to consider Mr. [REDACTED]'s appeal of the denial by the [REDACTED] Compensation and Benefits Department of your request to waive recoupment of any pension repayments that Mr. [REDACTED] received from the [REDACTED] Gas & Electric [REDACTED] Cash Balance Plan (the "Plan"). As described below, your appeal has been respectfully denied.

The Committee directed that Mr. [REDACTED]'s monthly pension benefit of \$31.33 be reduced to zero to recover the overpayment that Mr. [REDACTED] received from the Plan. The Committee decided not to waive any of the Plan's rights; however, it also resolved to seek further recoupment from the third-party administrator whose failure to properly reduce Mr. [REDACTED]'s benefits resulted in the overpayment. Those negotiations are underway and neither the Plan nor the Committee have any control over whether the third-party administrator under a subrogation theory will seek to recover from Mr. [REDACTED] any payment it ultimately makes to the Plan.

The Committee's decision to seek recoupment of the overpayment through these avenues is based on Section 7.10 of the Plan, which provides the following:

"Section 7.10 Recovery of Overpayments. In the event of an erroneous payment or payment amount in excess of the Plan's obligation to any individual, the Plan may reduce future benefit payments to be made to such individual by the amount of the error pursuant to such methodology as the Committee shall determine in its sole discretion or may recover the excess directly from the individual to or for whom the payment was made. This right of recovery does not limit the Plan's right to recover an erroneous payment in any other manner."

Please be advised that this is the final step in the claims and appeal procedures under the Plan. You are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim. Also enclosed for

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your reference is a summary of your rights and remedies under ERISA, including your right to bring an action under Section 502(a) of ERISA in State or Federal court. Any action must be brought within one year of this notice of the denial of your appeal.

Very truly yours,

J. E.
Secretary to the Committee

KEM
Enclosures
cc: Benefits Committee

NAI-1500660500v1



My Retire. Service
P.O. Box
TX

Benefit Overpayment Recoupment
Date: April 11, 2016

BIRCH ST
BLOOMFIELD

<https://www. .com/>

International: 1- -00. 1
TDD for hearing impaired: 1- -TDD- (-83)

Mr.

As Plan Recordkeeper, My Retire Service has decided to continue the pursuit of recoupment of the overpayments that you received from the Gas & Electric Cash Balance Plan (the "Plan"). In 2015, this matter was the subject of an administrative claim and appeal that you filed with the Plan Administrator, the Pension & Benefits Committee ("Committee").

To recap the history surrounding the overpayment, you elected the Level Income Payment Option at the time of your retirement. From the time of commencement until the time a participant reaches age 62, the Level Income Option offers a monthly benefit that is increased by an estimated Social Security benefit; at age 62, the monthly benefit is reduced by this amount. Due to an administrative error, your monthly benefit was not reduced accordingly on October 1, 2008 to reflect your age 62 Social Security benefit adjustment. The monthly overpayment continued until your payment was adjusted in January 2015.

Based on instructions from the Committee, effective January 2016, your post-age 62 benefit in the amount of \$31.33 was reduced to zero to serve as partial recovery of the overpayment. Enclosed is a month-by-month breakdown of how the overpayment values were derived. The following summary represents the amount of the remaining overpayment that is outstanding and due as of March 1, 2016:

Overpayment from October 1, 2008 through March 1, 2016, including Principal and Interest (at Cash Balance Crediting Rate):	\$59,220.50
Present Value of Future Benefit Offset:	(\$ 5,117.47)
Net Overpayment Due:	\$54,103.03

Based on the limited recovery available from your future benefit, there are two available options for reimbursement. You may either elect to (1) pay back the entire amount by check or money order or (2) discuss a repayment plan with My Retire Service. Instructions for payment submission are outlined in the attached remittance coupon.

Please contact a My Retire Representative at 1-413-3 as soon as possible to discuss your repayment intentions. Representatives are available Monday through Friday, 7:00 a.m. to 5:00 p.m. Pacific Time (9:00 a.m. to 7:00 p.m. Central), except on holidays. For TDD communication services for the hearing impaired, call toll-free 1-800-TDD (800-833).

Sincerely,

My Retire Service

Enclosures

HELPING INDIVIDUALS UNDERSTAND AND EXERCISE THEIR PENSION RIGHTS

April 27, 2016

My Retirement Service
P.O. Box
, TX

By Certified Mail Return Receipt Requested

RE: Mr. ; SS#XXX-XX- , former employee of Gas & Electric

Dear My Retirement Service :

As you know, the South Central Pension Rights Project (SCPRP) is a non-profit legal assistance program funded primarily by the U.S. Administration on Aging that helps individuals with retirement benefit issues. Mr. has engaged our Project to assist him related to his retirement benefits.

Mr. provided us with a copy of the letter he received dated April 11, 2016 in which My Retirement Service expresses its intent "to continue the pursuit of recoupment of the overpayments."

There are several factors that will make it difficult for My Retirement Service to pursue recoupment. First, My Retirement Service is not a participant, beneficiary, or fiduciary of the Plan, and therefore is not entitled to equitable relief under the Employee Retirement Income Security Act Section 502(a)(3). Second, Mr. has no agreement with My Retirement Service whose only agreement is with the Plan Sponsor.

Finally, the Supreme Court recently held in *Montanile v. Bd. of Trustees of Nat'l Elevator Indus. Health Benefit Plan*, 136 S. Ct. 651 (2016) that recoupment can only be an option if there is a specifically identifiable fund in the participant's possession. An equitable lien cannot be enforced against a participant's general assets. Mr.'s monthly benefit has been stopped, so there is no identifiable fund.

Sincerely,

Robin Price
Legal Assistant