

**Ameren Illinois Company d/b/a Ameren Illinois
2027-2029 Energy Efficiency and Demand Response Plan
Settlement Stipulation and Agreement
Executed: May 29, 2026**

I. PREFATORY STATEMENTS AND AGREEMENTS

This Settlement Stipulation and Agreement (“Stipulation”), when fully executed and accepted, will constitute a valid settlement agreement enforceable between Ameren Illinois Company d/b/a Ameren Illinois (“Ameren,” “Ameren Illinois,” “AIC” or the “Company”) and the undersigned stakeholder participants, including, Staff of the Illinois Commerce Commission, Natural Resources Defense Council, Community Organizing and Family Issues by its attorney, the National Consumer Law Center, Aces 4 Youth, (each a “Party” and, collectively, Ameren Illinois and the undersigned stakeholders are referred to herein as the “Parties”) who participated in the Illinois Energy Efficiency Stakeholder Advisory Group (“SAG”) plan development and settlement process and executed this Stipulation.

This Stipulation involves and applies to the Ameren Illinois Energy Efficiency and Demand Response Plan for the calendar years 2027 through 2029 (the “2027 Plan”). The 2027 Plan will be filed with the Illinois Commerce Commission (the “Commission”) by June 1, 2026, pursuant to Sections 8-103B and 8-104 of the Public Utilities Act (the “Act”), 220 ILCS 5/8-103B; 8-104. The 2027 Plan has been the subject of significant independent analysis and lengthy discussions among the Parties, which has resulted in consensus on the provisions contained in this Stipulation as they relate to the portfolio of energy efficiency programs to be implemented by Ameren Illinois for the period from January 1, 2027 through December 31, 2029.

This Stipulation memorializes the agreements of each and all of the Parties with respect to the 2027 Plan, as updated in light of Public Act 102-0662, and reflects the consensus of the Parties that the 2027 Plan satisfies the requirements of Sections 8-103B and 8-104 of the Act, respectively, and therefore should be approved by the Commission. In addition, this Stipulation memorializes the compromises made by and among the Parties regarding certain disputed issues raised during the course of settlement discussions, as further detailed below. To the extent that any provision in this Stipulation is not expressly identified in the filed 2027 Plan, Ameren Illinois agrees that it will implement the 2027 Plan consistent with the terms of this Stipulation, subject to Commission approval. The Parties agree that compromise by any Party on any particular issue set forth in this Stipulation or in the 2027 Plan shall not constitute, and shall not be construed or interpreted to constitute, an endorsement of the resolution achieved by that compromise for any purpose other than as set forth in this Stipulation.

This Stipulation also reflects the agreed language and outcomes of the Parties’ arms’ length negotiations, during which each Party has been represented by counsel or has had the opportunity to consult with counsel, and the language of this Stipulation shall not be construed against any Party. The Parties further confirm their respective intent to be legally bound by this Stipulation, and each acknowledge the benefits to be derived from the mutual promises and commitments contained herein, as well as the adequacy of consideration supporting those promises and commitments, and therefore agree as follows:

II. PLAN STIPULATIONS

A. Overview

The Parties agree that the compromise positions memorialized in this Stipulation allow for Ameren Illinois to achieve the statutory energy savings goals set out in Sections 8-103B and 8-104 of the Act, as applicable. The Parties agree that the stipulations and agreements reflected herein, and as incorporated into the 2027 Plan, will result in a Plan that is consistent and in compliance with the statutory requirements set forth in Sections 8-103B and 8-104 of the Act. The Parties agree that the 2027 Plan—which expressly relies on and incorporates the Energy Efficiency Policy Manual Version 3.1 and the Illinois Technical Reference Manual Version 14—complies with the requirements and satisfies the obligations set forth in Section 8-103B (b-16), (b-20), (b-25), (b-27) (c)-(j), (l), (m) and (n), as well as Section 8-104 (b)-(d), (e-5), (e-10), (f), (g), (m), and (n). Consistent with the terms of this Stipulation, the Parties further agree to support or not oppose Commission adoption and approval of the provisions set forth in this Stipulation in their entirety, and as incorporated in the 2027 Plan, in the Commission’s Final Order approving the 2027 Plan and any subsequent appeal.

B. Portfolio Level Stipulations

1. Integrated Dual Fuel Portfolio:

The Parties agree that, pursuant to Section 8-104(f)(6), Ameren Illinois has filed an integrated gas and electric energy efficiency and demand response plan that demonstrates and appropriately allocates costs to gas and electric customers.

2. Electric and Gas Budgets

The Parties agree that Section 8-103B and Section 8-104 sets forth the planning budgets to be used for the 2027 Plan, and that Table 1 below and the appendices of the 2027 Plan accurately identify the planning budgets used to develop and approve the 2027 Plan in accordance with Section 8-103B and Section 8-104, including adjustments made for the final list of electric customers who chose to opt out of Section 8-103B for the 2026 Plan (“Opt Out Customers”) for establishing opt-outs for the 2027-2029 Plan or the final list of non-residential gas customers who choose to opt out of the 2027 Plan in accordance with 8-104(m)(1).

The Parties agree that non-residential gas customers that choose to opt out of the 2027 Plan will not be known until the December 2026 billing period because of the opt out process outlined in Section 8-104(m)(1). After non-residential opt-out gas customers are identified, Ameren Illinois will make a compliance filing identifying impacts to the budget in the 2027 Plan docket within 60 days after the close of the December 2026 billing period or 180 days after the Commission finalizes the opt out form, whichever comes later.

III. PROGRAM LEVEL STIPULATIONS

A. Residential Program Stipulations

The Parties agree that they have reviewed or have been presented the opportunity to review the residential program and initiatives to be included in the 2027 Plan, including proposed budgets, assumptions and underlying data, and agree the proposed program should be approved.

B. Market Rate Initiatives

Ameren Illinois will discontinue market rate residential rebate offers for gas heating equipment after calendar year 2027. In addition, Ameren will discontinue offering market rate residential rebate offers for gas water heating equipment.

Ameren Illinois agrees to emphasize heat pumps as efficient cooling and heating options.

C. Research and Development (R&D)

Ameren Illinois agrees to undertake and assess a pilot neighborhood approach to marketing and delivery of income qualified (IQ) programs, which takes into consideration lessons learned regarding marketing effectiveness, any economies of scale and/or other lessons later applied system-wide. As part of this commitment, Ameren commits to testing and assessing the costs and benefits of intensive targeting of one or more specific neighborhoods/zip codes. Such an approach would include engaging one or more CBOs that work extensively in targeted neighborhoods to support outreach to eligible customers and uptake of program participants. It may also include door-to-door marketing, open house-style events, and/or events in regularly used public spaces as a potential way to achieve economies of scale in delivery of weatherization. The Company further commits to working with the Parties and the LIEEAC South on the design of such an initiative, as well as coordinating and sharing lessons learned with the EE SAG and other utilities in the state that undertake similar efforts.

Ameren Illinois also agrees to fund a pilot to assess the savings potential of and program implementation approaches for efficient window heat pumps, particularly for IQ multi-family buildings with electric resistance heat that may not be good candidates for either centrally-ducted or ductless mini-split heat pumps because of limits of existing heating/cooling system designs, other building features, building owner reluctance to install split systems or other reasons. Depending on the results of the pilot, the measure could be included at scale in Ameren's IQ programs, and possibly in its market rate residential and small commercial programs. Depending on pilot results and input from both the IQ-South group and other Parties window heat pumps could also be considered an alternative to window A/Cs for providing cooling to at risk IQ customers that currently have no cooling.

D. Income Qualified (IQ) Initiative¹

The Parties agree that in Ameren Illinois' 2027 Plan, barring circumstances outside of Ameren Illinois control (e.g. government declared emergencies, economic depression, major supply chain disruptions, and pandemics or any other unforeseen circumstances not identified herein), that are sufficiently severe and of long enough duration to affect the Company's ability to adjust or compensate over its three year plan period, Ameren Illinois will implement an Income Qualified ("IQ") Initiative that will reflect at least the following attributes:

1. Ameren Illinois will spend at least a combined electric and gas amount of 35% of the total gas and electric budget each year on the IQ Initiative. In accordance with 8-103B(b-16), the incremental electric annual savings requirement is reduced by 0.025 percentage points for every electric percentage point increase above the

¹ Income Qualified customers are defined as those being either Low-Income or Moderate-Income. A low-income customer is defined as household income at or below 80% Area Median Income ("AMI"). Moderate-income customers are those whose incomes are higher than the low-income threshold defined above (i.e., greater than 80% AMI) but no higher than 300% FPL.

25% electric minimum to be targeted at low-income households. The incremental annual electric savings requirement shall not be reduced to a level less than 0.25 percentage points less than the electric energy savings requirement applicable to the calendar year, even if the sum of electric low-income spending and moderate-income spending is greater than 35% of total spending.

2. As reflected in the batch files, for purposes of compliance with 8-103B(c) and 8-104, low-income whole building weatherization programs shall constitute a minimum of 80% of the total budget specifically dedicated to service low-income customers. The following IQ channels shall be considered whole building weatherization programs: CAA, Single Family, Multifamily, Electrification, Manufactured Homes, and Public Housing. The table below identifies planning budgets associated with low-income whole-building weatherization program provisions contained in 8-103B(c).

Table 1: Low-Income Whole Building Electric Planning Budget

<u>Income Qualified Planning Budget</u>	<u>3 Year Annual Avg Total Electric IQ \$</u>	<u>3 Year Annual Avg Electric LI Dedicated \$</u>	<u>3 Year Annual Avg Electric LI Whole Building \$</u>
Appliance Recycling	\$1,809,523	\$1,809,523	N/A
IQ Behavioral	\$1,087,162	\$1,087,162	N/A
School Kits	\$995,575	\$995,575	N/A
CAA	\$4,070,391	\$4,070,391	\$4,070,391
IQ Single Family	\$38,687,304	\$37,609,564	\$37,609,564
IQ Multifamily	\$18,554,823	\$18,554,823	\$18,554,823
IQ Retail Products	\$2,217,165	N/A	N/A
IQ Online Marketplace	\$1,995,212	N/A	N/A
Community Kits	\$618,417	\$618,417	N/A
Smart Savers	\$622,348	\$622,348	N/A
Electrification	\$1,242,502	\$1,242,502	\$1,242,502
Manufactured Homes Weatherization and Air Sealing	\$5,074,110	\$5,074,110	\$5,074,110
Public Housing	\$5,424,338	\$5,424,338	\$5,424,338
Total Budget	\$82,398,869	\$77,108,753	\$71,975,727
Total LI Whole Building Requirement			\$61,687,002

Table 2: Low-Income Whole Building Gas Planning Budget

<u>Income Qualified Planning Budget</u>	<u>3 Year Annual Avg Total Gas IQ \$</u>	<u>3 Year Annual Avg Gas LI Dedicated \$</u>	<u>3 Year Annual Avg Gas LI Whole Building \$</u>
<u>Appliance Recycling</u>	<u>\$0</u>	<u>\$0</u>	<u>N/A</u>
<u>IQ Behavioral</u>	<u>\$0</u>	<u>\$0</u>	<u>N/A</u>
<u>School Kits</u>	<u>\$191,140</u>	<u>\$191,140</u>	<u>N/A</u>
<u>CAA</u>	<u>\$579,737</u>	<u>\$579,737</u>	<u>\$579,737</u>
<u>IQ Single Family</u>	<u>\$6,521,348</u>	<u>\$4,030,405</u>	<u>\$4,030,405</u>
<u>IQ Multifamily</u>	<u>\$1,254,723</u>	<u>\$1,254,723</u>	<u>\$1,254,723</u>
<u>IQ Retail Products</u>	<u>\$202,118</u>	<u>N/A</u>	<u>N/A</u>
<u>IQ Online Marketplace</u>	<u>\$982,323</u>	<u>N/A</u>	<u>N/A</u>
<u>Community Kits</u>	<u>\$128,584</u>	<u>\$128,584</u>	<u>N/A</u>
<u>Smart Savers</u>	<u>\$147,176</u>	<u>\$147,176</u>	<u>N/A</u>
<u>Electrification</u>	<u>\$4,758</u>	<u>\$4,758</u>	<u>\$4,758</u>
<u>Manufactured Homes Weatherization and Air Sealing</u>	<u>\$1,365,682</u>	<u>\$1,365,682</u>	<u>\$1,365,682</u>
<u>Public Housing</u>	<u>\$652,588</u>	<u>\$652,588</u>	<u>\$652,588</u>
<u>Total Budget</u>	<u>\$12,030,177</u>	<u>\$8,354,793</u>	<u>\$7,887,893</u>
<u>Total LI Whole Building Requirement</u>			<u>\$6,683,835</u>

3. A combined gas and electric planning budget in which at least 80% of Income Qualified (IQ) measure incentive funding is allocated to "major measures" and will ensure that at least 75% of actual combined gas and electric IQ incentive spending is directed to "major measures." For purposes of this paragraph, "major measures" includes:
- Blower door guided air sealing (i.e., excluding door sweeps, wall gaskets and other low-cost measures not installed as part of a comprehensive project)
 - Upgrades to insulation levels for attics, floors, walls, basement walls, crawlspaces and rim/band joists (i.e., excluding door sweeps, wall gaskets and other low-cost measures not installed as part of a comprehensive project)
 - Heating and cooling equipment installations (including window air conditioning and heat pumps to displace electric resistance heat and/or for electrification)
 - Duct sealing and/or insulation
 - Water heating equipment installations (including heat pump water heaters to displace electric resistance heat and/or for electrification)

- Major appliance replacements (i.e., individual appliances such as refrigerators, freezers, clothes washers, dishwashers and induction cooktops dryers, and/or dehumidifiers installed as part of electrification projects, but excluding lower-cost measures such as air purifiers)
- Ventilation measures (including ERVs, HRVs, and bathroom fans)
- Health and safety improvements required to enable weatherization
- Costs that are necessary to deliver the measures listed above (e.g. wiring and electrical, dry wall repair, attic access covers, removal of old equipment)
- Window replacements

In the event that Ameren Illinois identifies other measures, beyond those defined in this stipulation, that it believes should also be considered "major measures", a meeting will be arranged with the Parties to obtain consensus regarding including additional major measures.

4. Ameren Illinois agrees to continue the existing attic insulation protocol for determining eligibility for an insulation upgrade from an existing attic insulation level of R 19 or less to a level of R 30 or less and include advanced air sealing options through a three-tiered incentive structure to incentivize more air sealing projects. Homes in which there is existing attic insulation of R 30 or less will be referred to program allies to conduct a blower door test and receive air sealing, insulation installation, and additional measures. Customers that are not eligible for any insulation upgrades will be referred to program allies who will return to the homes, assess air leakage with a blower door, and undertake air sealing work. The tiered incentive structure is aimed to encourage program allies to conduct air sealing even when that is the only building envelop measure applicable in a home.
5. Ameren Illinois commits to an annual meeting with NFI stakeholders and any other interested parties (e.g., IQ South members) to review IQ SF and IQ MF channel data on uptake of insulation, air sealing and heat pump measures; data on reasons such measures are not being installed in some homes or buildings (e.g., existing high levels, walkaways because of building conditions, customer failure to schedule work, etc.); and options for increasing uptake.

Ameren Illinois commits to incorporate tenant rent protection into project agreements between Ameren and property owners for properties served in the initiative by the IQ MF channel. Ameren agrees to share agreements with stakeholders once they are developed.

Ameren commits to continue to maintain a separate page or website equivalent on the Ameren Illinois Savings website that will address both single family and multi-family IQ EE opportunities.

Subject to applicable laws, Ameren will continue its practice of not requiring customers seeking to participate, or continuing to participate, in an Ameren offered energy efficiency program to demonstrate, or otherwise provide evidence or documentation of, United States citizenship.

6. Ameren Illinois agrees to ensure there are mechanisms are in place to lead IQ MF property owners, which may start with Direct Install (“DI”) measures to more comprehensive treatment, including installation of building envelope measures, heat pumps displacing inefficient electric resistance heat and other major measures (if customer agrees). Ameren Illinois further agrees to offer incentives equal to 100% of the cost of air sealing and insulation upgrades for buildings eligible for such upgrades. Ameren Illinois will also offer incentives equal to 100% of the cost of heat pumps to all buildings currently relying upon electric resistance heat, will strive to install such measures in 70% of eligible housing units. As needed, Ameren Illinois will contact DI property owners to encourage participation with all applicable major eligible measures. Budget constraints will not be used as a justification for not offering heat pumps and building envelope measures to eligible participants.
7. Ameren Illinois agrees to prioritize marketing of IQ programs to areas with highest arrearages (referencing available credit & collections data), with such prioritization balanced with other IQ targeting priorities including feedback from IQ-South.
8. The Company will continue to coordinate delivery of its whole building retrofit IQ programs with Nicor Gas where they have overlapping service territories. AIC will provide status reports on joint delivery no less than twice a year, through a semi-annual report filed in the 2027-2029 Plan approval docket.
9. Ameren Illinois agrees to continue to offer lighting measures via direct install in its IQ Single-Family, Multifamily and Manufactured Homes channels.
10. Ameren Illinois also agrees to launch an initiative to provide energy efficient window air conditioners, along with education on how to efficiently operate them, to customers who are not participating in the Company’s whole home weatherization programs but are at high health risk due to insufficient or lack of cooling. Ameren Illinois commits to budgeting for 100 such window a/c units, per year as reflected in the Ameren Illinois filed plan. The Company further commits to deliver such window A/Cs through CAAs and/or CBOs. Customers at high health risk are those without existing air conditioning or with insufficiently operating cooling and that are:
 - a. 60 years old or older; or
 - b. Disabled; or
 - c. Households with children under the age of 6.

The design and scope of this additional initiative will be informed by lessons learned from the 2026 window AC pilot. In addition, Ameren will coordinate with state agencies, community action agencies, other non-profits (e.g. Warm

Neighbors, Cool Friends) and other entities whose funds may be accessed or leveraged to support this initiative. After the initial window air conditioning pilot is conducted, the Company agrees to convene a meeting with interested Parties and the Low Income Energy Efficiency Accountability Committee (LIEEAC South) to assess the magnitude of community needs and to reach consensus on appropriate levels to be provided through the CBO/CAA program delivery channel in the 2027-2029 plan. Ameren Illinois agrees to supporting CAA/CBO research and data collection efforts, which may include having Ameren Illinois Program Allies collect information, including data from IHWAP relative to cooling installations, about which customers lack cooling during their initial home assessment.

11. As part of delivering IQ whole home single family weatherization programs, at the end of each year, Ameren Illinois commits to reviewing with the Parties program guidelines for how customers who lack cooling are treated once cooling budgets for the initiative are exhausted. Based on the analysis, Ameren will consider program changes that could lead to more low-income customers being served with cooling resources. Ameren agrees to work with the parties and the LIEEAC to reach consensus on any relevant program changes
12. Ameren Illinois shall have the ability to offer replacement of natural gas furnaces and central air-conditioners with high efficiency models in cases where:
 - The unit is no longer functioning; or
 - The unit functions, but is in poor condition and would be expensive to remediate; or
 - A health and safety emergency exists (e.g. carbon monoxide leak from a cracked heat exchanger); or
 - The unit is greater than 18 years old.

Ameren Illinois commits to always (subject to customer agreement) replacing or repairing furnaces of owner-occupied IQ customers receiving SF weatherization services, including the manufactured housing channel, when furnaces are not functioning and/or creating a health and safety hazard, as referenced above. Ameren Illinois will have the ability to limit the number of non-emergency furnaces replaced each year so that the total number of replaced furnaces is limited to 1,773 furnaces over the 3-year Plan (amount included in the filed plan). In the event that Ameren Illinois anticipates that the number of furnaces that are non-functioning and/or creating a health and safety hazard may exceed the planned number of furnace replacements, it will convene a meeting of the Parties and LIEEAC to discuss options to address those customers with the goal of reaching consensus on a solution.

E. Illinois Home Weatherization Assistance Program (“IHWAP”) Channel

Ameren Illinois commits to the funding of CAAs in a manner consistent with the current IHWAP braiding agreement between Ameren Illinois and the Department of Commerce and Economic Opportunity (“DCEO”), co-funding mechanicals other than central air conditioners. Specifically, the program will split costs for heat pumps to displace electric resistance heat, heat pump water heaters to displace electric resistance water heaters, furnace fans, furnaces, gas water heaters, boilers and window A/C units. Ameren will continue to require that Ameren staff and/or its subcontractors shall conduct manual J load calculations and size shall be base sizing on

estimated design heating loads, in circumstances when equipment/technology type is changed. (e.g. CAC replaced w/ HP).

Ameren Illinois commits to continue funding health and safety costs in accordance with the agreement between Ameren Illinois and DCEO, splitting health and safety costs 50/50 for services provided through the IHWAP braided-funding program.

The Company may claim 100% of the savings achieved through all efficiency measure installations for which it has split the costs 50/50.

Ameren Illinois commits to discuss ways to better align Ameren Illinois cost and savings requirements for braided IHWAP delivery with existing IHWAP protocols. To that end, Ameren Illinois will provide data to enable LIEEAC analyses to address how braided IHWAP delivery costs can be reduced. Feedback and comments from SAG and the Parties will be considered in this effort.

F. Electrification Initiative

Planning for Electrification Initiatives. The Parties agree that the Company may incorporate electrification measures and initiatives for non-IQ customers into its various non-IQ residential and business programs, throughout the plan period, in order to address non-IQ electrification opportunities at its discretion.

Natural Gas Heated IQ Homes. Ameren Illinois dual fuel Electric and Natural Gas IQ customers will be eligible to participate in the program in the event that a proper request for electrification is received. Ameren Illinois will assess and consider the project for participation in the program and will pursue electrification only when it is expected to reduce IQ customers' total energy bills (for all existing end uses) and the customer agrees to the electrification measure installations.

IQ Propane Electrification Budget. Ameren Illinois will budget an average spend of \$1.156 million per year (three-year total of \$3.468 million) over the 2027-2029 plan period for IQ propane electrification. Ameren Illinois will leverage IRA rebates as program design is determined and funds become available so that the three-year, \$3.468 million commitment of Ameren budget can enable electrification of as many IQ propane-heated homes as possible.

IQ Propane Electrification Program Design Parameters. Ameren Illinois commits that its IQ propane electrification initiatives will reflect the following attributes:

1. Prioritize and target applications in IQ homes and buildings, including manufactured homes, that yield the most in customer bill savings and the number of homes served.
2. Address opportunities in both SF and MF applications (though the level of emphasis on each building type will be consistent with the nature of opportunities in each building type).
3. Offer electrification, regardless of gas expansion plans/opportunities.
4. Pursue electrification with customers only when it is expected to reduce IQ customers' total energy bills (for all existing end uses) and the customer agrees to the electrification measure installations. However, if the IQ customer's total bill will increase only because of added cooling, Ameren Illinois agrees to provide that

information and offer the customer a choice. Bill calculations should include the impact of Ameren's electric and gas low-income discount rates.

5. Measures will be installed at zero cost for single family low-income customers and tenants of low-income qualifying multi-family buildings. For low-income multi-family building owners, Ameren Illinois will provide sufficiently robust incentives (up to full installed cost) necessary to ensure that the building owner participation is substantial. To the extent that full electrification of all appliances is necessary to eliminate any fixed monthly charges (and therefore to maximize energy bill savings), Ameren Illinois will offer to replace all propane consuming appliances, panel upgrades (when needed), so long as that appliance can be replaced with electrification measures (including stoves and dryers), at zero cost, for low-income program participants subject to compliance with the Policy Manual.
6. To the extent that any electric service upgrades are necessary on the utility side of the meter, Ameren Illinois will make such upgrades with funds other than from its efficiency program budget in accordance with Ameren Illinois Company Electric Service Schedule III.C.C. No. 1, 1st Revised Sheet No. 4.
7. To the extent that there is potential to leverage electrification investments required by other parts of CEJA, state or federal funds for electrification, and/or other funding sources, Ameren Illinois may endeavor, or may support other parties to leverage such additional funds so that a greater number of IQ customers can receive electrification measures through its planned Section 8-103B spending.

G. Business Program

The Parties agree that they have reviewed or have been presented the opportunity to review the business program and initiatives to be included in the 2027 Plan, including proposed budgets, assumptions and underlying data, and agree the proposed program should be approved.

Stipulating parties, with the exception of Commission Staff, support, if/when they engage in TRM discussions using existing business lighting equipment as the baseline for savings and calculations relating to direct install lighting when the installation replaces an inefficient product that was functioning and that the customer was not otherwise planning to replace.

H. Market Development Initiative

1. Market Development Initiative Objective:

The Parties agree that Ameren Illinois' plan to continue and expand its Market Development Initiative ("MDI") is reasonable and should be approved. The Parties agree that the 2027 Plan will include continued investment in and expansion of Ameren Illinois' MDI that will reflect at least the following attributes:

A commitment to continue to strive to meet the following goals:

- Deliver energy efficiency education and projects for communities with the most critical need to reduce energy consumption and costs, using data driven approach to target investment to such communities;

- Increase the number of local and diverse participants in the energy efficiency workforce throughout the Ameren Illinois service territory; and
- Strengthen the partnership and support for local and diverse business enterprises, to support contracting at all levels, building upon the proven strategies and with insights from external sources with proven track record of impact on communities in the Ameren Illinois service territory.

2. Implementation:

- a. Portions of implementation of the MDI will, to the extent practicable, be contracted to third-party implementation contractor(s) with demonstrated experience in diverse market development efforts. MDI opportunities may be independent Tier 1 contractor(s) or Tier 2 subcontractor(s) who can recommend strategies to increase diverse and equitable hiring and contracting throughout the Ameren service territory. The MDI will also be supported by internal Ameren staff. The implementation contractor(s) will work with Ameren Illinois to develop a Market Development Action Plan based on the elements in subsections b, e, f, and h of this Section III.H.2.
- b. Ameren commits to work with interested stakeholders to identify any data or information gaps related to identifying diverse potential bidders and achieving the goal of increasing local and diverse bidders and Ameren-contracted entities, which additional research in its service territory could productively help fill, as well as on the design of research to address such data and/or information needs.
- c. The cost associated with MDI implementation will be included in the utility's three-year budget and will be of a sufficient amount to achieve the goals and objectives of the MDI. The MDI shall have a planning budget of 3.5% of the total electric and gas planning budgets, on an average annual basis, during the three-year Plan.
- d. An increased workforce development focus on education to K-12 school age children to provide energy efficiency career education and training, as well as practical energy efficiency knowledge.
- e. A commitment to continue providing energy efficiency opportunities to customers in an equitable manner, including identifying underserved customers and providing resources available to help lower utility bills, by collaborating with community partners throughout its service territory via the MDI.
- f. A commitment to continue implementing a Market Development Action Plan ("MDAP") reporting process. This should include the development of an MDAP reporting section in the Company's annual/fourth quarterly report filed each year in the 2026 Plan approval docket, where section will provide data on implementation contractor and trade ally locality and diversity, achievement of goals, as well as data on contracting with CBOs, non-profits and

serving Disadvantaged Communities with energy efficiency programs. This data should include details on what programs/parts of the portfolio are being supported by these local and diverse implementation contractors and trade allies and if the implementer is a primary, sub, or sub-sub-contractor. Ameren commits to work with other Illinois utilities to identify areas in which efficiencies and cooperation can be achieved to the benefit of customers with respect to MDI goals. A commitment to continue implementing efforts related to market development, bill assistance, procedural equity, and helping trade allies and other EE partners to identify additional sources of funding, when practicable.

3. Procurement Equality:

Ameren Illinois commits to:

- a. Continue procurement efforts to identify ready, willing, and able local and diverse firms offering services in the Ameren Illinois service area as well as identify ongoing opportunities to contract with these firms. Ameren Illinois will continue to build upon that progress to further increase the program spend with local and diverse vendors and continue to identify qualified potential bidders, both from within and outside the energy efficiency industry. This will involve determining the types of businesses with the appropriate capabilities to deliver goods and services and matching them with contracting opportunities.
- b. Continue conducting outreach to educate identified potential bidders about opportunities in the energy efficiency space, which may involve but is not limited to offering workshops, webinars, seminars, and/or other educational opportunities.

4. Procurement Support:

- a. Ameren Illinois will continue to provide and expand efforts, as practicable, with diverse-owned business enterprises,² community-based organizations, and not-for-profits, with financial and technical support, and expanded educational opportunities, to assist them in developing the capabilities necessary to compete. This may include the provision of training, training grants for wrap-around services such as transportation, stipends for childcare and lodging, software and equipment grant, and other tools as needed to develop the necessary skills and capabilities to compete effectively. Training programs will be designed to introduce underrepresented groups to the job market and, when possible, lead to gainful employment.
- b. Ameren Illinois will continue to periodically review and analyze utility requirements for goods and services with a view toward increasing the availability of work that falls within the performance capabilities

Businesses as outlined in 220 ILCS 5/5-117.

of small minority business firms. If this work is contracted out, then Ameren Illinois should make best efforts to contract directly with a diverse firm for this work.

5. Metrics and Tracking Progress

- a. Ameren Illinois will track and report metrics in accordance with the frequencies identified in the table below.
- b. In addition to tracking and reporting the metrics below, Ameren Illinois commits to collaborate with the SAG Equity Subcommittee to discuss potential additional metrics that assess the effectiveness of the MDI. Such discussions shall be informed, in part, by MDI assessments conducted by Ameren Illinois. The goal is to reach consensus on a comprehensive set of MDI metrics for all utilities.

Table 2

MDI Channel	Category	Metric	Tracking Approach	Reporting Frequency
Workforce Development	Training Participant Engagement	# of jobseekers placed in EE Training Opportunities	Database	Bi-Annual
Workforce Development	Training Participant Engagement	# of returning citizen jobseekers placed in EE training opportunities	Database	Bi-Annual
Workforce Development	Training Participant Engagement	# of internships provided to jobseekers	Database	Bi-Annual
Workforce Development	Training Participant Outcome	# of retained internships / jobseekers	Database	Bi-Annual
Workforce Development	Training Participant Outcome	# of returning citizens jobseekers placed in EE jobs	Database	Bi-Annual
Workforce Development	Training Participant Outcome	# of jobseekers placed in EE jobs	Database	Bi-Annual
Workforce Development	Program Ally Incubator Engagement	# of ally graduates	Database	Bi-Annual
Workforce Development	Program Ally Incubator Outcomes	Total net energy savings (kWh and therms) achieved through program ally incubator graduates	Database	Bi-Annual
Workforce Development	Training Participant Outcome	Assesment of participant readiness/workplace performance, retention rates, and alumni career advancement	Independent Assessment	Oncer per four-year plan period
Diverse Vendor Procurement	Vendor Engagement	Total # of Diver Business Enterprise (DBE) vendors	Database	Bi-Annual
Diverse Vendor Procurement	Vendor Engagement	Total # of Procurement & RFP-ready DBE Vendors	Database	Bi-Annual
Diverse Vendor Procurement	Vendor Engagement Outcome	Total # of DBE Utilized	Database	Bi-Annual
Community Based Organization Management	CBO Engagement	# of Customers engaged	Database	Bi-Annual
Community Based Organization Management	CBO Engagement Outcome	# of Partner referrals leading to a comprehensive project	Database	Bi-Annual

IV. TAC/TECHNICAL REFERENCE MANUAL (“TRM”) SUPPORT

The stipulating parties, with the exception of Commission Staff, support if/when they engage in TRM discussions the development of protocols will support Ameren Illinois in the TAC to ensure that there are mechanisms in place to quantify cooling savings associated with efficient heat pumps installations-that replace electric resistance heating.

V. EVALUATION IMPACT REPORTING

Ameren Illinois commits to discuss in the next comprehensive SAG Policy Manual update process the establishment of a statewide reporting metric and methodology in its annual evaluation process that captures the number of customers participating in its energy efficiency programs yearly. Ameren will engage in good faith to establish a reasonable metric and methodology that captures both the number of participating customers with duplicates removed and an estimate of the same for programs with unknown participating customers.

VI. SOLAR STIPULATION

Ameren shall not implement, claim, count, recover costs of, or seek credit for any solar-as-EE measure under the 2027-2029 plan docket, unless it first seeks and receives Commission approval to include solar-as-an-EE measure in the 2027-2029 plan docket. Prior to seeking for approval of any potential Solar as EE offering, Ameren will convene with stakeholders to review the offering, with the goal of achieving consensus on program design. Ameren and the stakeholders will review with reference to statewide metrics that define whether a portfolio measure is productive and impactful. Stakeholder engagement in this consensus-building process will focus on program design, customer experience, and coordination with related programs, while the underlying thresholds and methodologies for portfolio inclusion will remain grounded in existing Commission-approved criteria. Ameren commits to not shift IE minimum spend or IE budgeted program dollars, including its whole building weatherization commitment referenced above, to any solar offering.

VII. ADDITIONAL STIPULATIONS

A. Program Operations

1. Non-profit Organizations

Ameren Illinois commits to provide points for local non-profit organizations when scoring competitive program delivery proposals.

2. Notification of Major Changes to IQ Programs

Ameren Illinois commits to alert signatory parties and the Low-Income Energy Efficiency South Accountability Committee (LIEEAC) to possible major changes in program design, program delivery, and/or program contracting/subcontracting prior to making such changes within the Income-Qualified initiative. Major changes constitute any of the following events:

- a. Ameren intending to cancel and/or add a delivery channel within its IQ Initiative.
- b. Ameren intending to make significant changes to customer incentive eligibility for insulation or air sealing incentive structures for its Single Family or Multi Family channels.
- c. Ameren intending to add a new contract, revise an existing contract whose dollar value changed by 25%, or cancel a contract with a firm

holding a Tier 1, Tier 2 or Tier 3 contract that supports IQ initiative delivery. Terminations that need to occur immediately (e.g., because of fraud or some other malfeasance) are exempt from this requirement, with Ameren notifying stakeholders as soon as possible.

- d. Ameren intending to stop offering incentives for any of the major measures (defined below) included in the IQ Initiative within the plan approved by the ICC.

(1) Major Measures:

- (a) *All envelope insulation measures (attic/ceiling, wall, basement wall, rim/band joist, floor above crawl space)*
- (b) *Comprehensive air sealing (blower-door guided)*
- (c) *Duct sealing and/or insulation*
- (d) *Heat pumps*
- (e) *Heat pump water heaters*
- (f) *Urgently needed (per the criteria in Section D) furnace, boiler, fossil fuel water heater, and/or central A/C replacements*
- (g) *Window/room A/Cs*
- (h) *Furnace blower motors*
- (i) *Exhaust fans*
- (j) *Storm windows (and/or window replacements)*
- (k) *Major appliances (washers, dryers, induction stoves, fridges, freezers)*
- (l) *Pool pumps (if any)*
- (m) *Manufactured housing assessment fee*
- (n) *Health and safety measures*
- (o) *Healthy homes **project***

3. Protocol for notification of major changes:

If Ameren makes a major change as defined above, notification shall be made to non-financially interested (NFI) stakeholders and the Low-Income Energy Efficiency Accountability Committee LIEEAC. Notifications can be made via email, with an option to discuss Ameren's proposed

changes. The discussion could be a remote meeting with the NFI and LIEEAC stakeholders, a larger SAG meeting or other venue as appropriate.

- If notification is by email only, NFI and LIEEAC stakeholders will be given a reasonable amount of time (10 business days) to reach consensus and respond with their consensus feedback. If no consensus feedback is received within 10 business days, Ameren may move forward without stakeholder feedback.
- If applicable, a reasonable venue and date shall be set to occur within 10 business days. Stakeholders unable to attend shall provide feedback prior to the meeting, so that all feedback can be considered by Ameren before the end of the meeting.

4. SAG Equity Subcommittee Discussion Topic

Ameren Illinois commits to participate in discussions with interested stakeholders in the SAG Equity Subcommittee, starting in 2027, to identify whether and to what extent implementation contractors, subcontractors, trade allies, customers or community organizations face consistent and recurring challenges related to contractual work in the delivery of the energy efficiency portfolio and, if so, how Ameren Illinois might address those challenges while ensuring transparency and alignment with its Commission-approved energy efficiency and demand response plan.

B. Docket Support

The Parties agree to work in good faith to facilitate and support Commission approval of Ameren's 2027-2029 Plan. That commitment includes, at a minimum, Ameren's agreement to provide the workpapers (in native file format) associated with the filed Plan, testimony, and exhibits, and the agreement of each Party, other than ICC Staff, to (i) refrain from serving data requests on Ameren, and (ii) support the 2027-2029 Plan through the filing of testimony (either jointly or individually sponsored) on behalf of the Party and/or in legal briefs in the event that any provisions of this Stipulation or Plan are challenged by another party. The Parties further commit to not challenge the content of Ameren's Plan in other dockets. Nothing in this Stipulation precludes a Party from challenging the prudence and reasonableness of Ameren's execution of the 2027-2029 Plan in the Rider EE or Rider GER docket(s) or any proceedings in which cost recovery issues related to energy efficiency may arise. Further, nothing in this Stipulation precludes Parties from arguing for future changes to Ameren's approach to energy efficiency programs for future energy efficiency plans in dockets, workshops or other venues addressing long-term decarbonization objectives.

The Company will provide the Parties with all work papers (in their native file format) that support the Company's 2027-2029 Plan, testimony, and exhibits prior to the filing of the 2027-2029 Plan with the Commission.

C. On-bill Financing

The Parties agree that the 2027-2029 Plan will include offering of On-bill Financing ("OBF") subject to and in accordance with the Act, which will also include at least the following attributes:

1. To the extent allowable by law, Ameren commits to not actively market to IQ customers any OBF or any financing under the Equitable Efficiency Upgrade Program of efficiency measures that such customers would be eligible to receive at no cost through Ameren's 8-103B efficiency programs; and

2. Ameren supports discussions at SAG and LIEEAC regarding OBF and any financing mechanism that may be developed under the Equitable Energy Upgrade Program.

D. Customer Communication Coordination

The Parties agree that the 2026 Plan will reflect a commitment to the following activities, which will be developed to coordinate customer communications and interactions, and are subject to the law and Commission's rules and directives, when practicable:

1. The Company will continue and expand coordination between EE, Customer Service and Credit/Collections so that customer interactions include information about Energy Efficiency and Low Income Electric and Gas Discount Rates, when practicable. These efforts may include, but not be limited to, targeted training for customer service representatives about energy efficiency resources for payment troubled customers, as well as training on how to connect interested customers and customers for whom participation in Energy Efficiency programs may prove beneficial to efficiency program offerings through, among other ways, connecting with a Home Efficiency Specialist, or other approaches, as appropriate.
2. The Company will endeavor to enhance the efforts of the Ameren Illinois cross functional customer assistance team to continue the goal to find ways to address extreme financial hardship experienced by customers. For example, without limitation, the cross functional customer assistance team could deploy a streamlined website for customers to find resources in one place, including financial assistance programs, payment options, contact information for customer service and a link to the EE resource page. Additionally, energy efficiency program partners (Community Action Agencies, Community relations team, and the EE outreach team) will be provided, as appropriate, with training and materials that provide energy burdened customers who participate in the IQ EE programs with resources for available payment assistance programs.
3. The Company will continue and expand its efforts to follow up with customers who have applied for energy assistance to connect them with the Income Qualified energy efficiency offerings.
4. The Company agrees to report in its quarterly report filed in the 2027 Plan approval docket about activity undertaken to facilitate this customer communication coordination.
5. The Company will designate an EE department contact for collaboration with the Illinois Solar for All program and to work to develop cross-referral programs and coordination between the EE program and the Illinois Solar for All program. Provided however, Ameren Illinois will not be required to provide customer data and such collaboration is consistent with Ameren's policy for data security and best practices for protecting customer data, should customers choose to provide data to the Illinois Solar for All program.

E. Stakeholder Advisory Group Commitments

In an effort to identify and enable more timely resolution of disputes and reduce potential litigation costs, the Parties agree to expeditiously and collaboratively undertake good faith discussions as part of the SAG process on options for adjustments to the timing of market research for net to gross (NTG) values during the 2027-2029 Plan cycle that may enable the portion of portfolio resources dedicated to NTG research to be reduced and directed to other activities without adversely affecting the reasonableness of NTG assumptions.

The Company will commit to continued engagement in the statewide and/or regional market transformation initiative to promote triple-glazed windows through collaborative discussion through the Stakeholders Advisory Group Market Transformation Savings Working Group to review potential and merits of such an initiative continuing, with the goal of reaching consensus on whether to proceed with the initiative. Funding for all Market Transformation initiatives would come out of the existing Market Transformation Budget.

F. Role and Related Duties of the Company's Independent Evaluator during Energy Efficiency Rider EE Proceedings

The Parties acknowledge and agree that Section 10 of the EE Policy Manual Version 3.1 outlines the Evaluation Measurement & Verification ("EMV") Work Plans and Reports procedures. The Parties reaffirm their support for the procedures set forth in Section 10 of the Policy Manual. The Parties further agree to use best efforts to provide comments and/or questions regarding the EM&V report and evaluation methodologies during the review process outlined in Section 10 of the EE Policy Manual. The Parties recognize that the procedure set forth in Section 10 of the Policy Manual is designed to foster collaboration and understanding of the evaluation process to provide transparency during the evaluation process, which in turn, mitigates the need for prolonged discovery and litigation.

The Parties agree to use best efforts to participate in the EMV procedures in Section 10 of the Policy Manual in an effort to reach more timely resolution of disputes and reduce litigation costs, and the Parties agree to support requests to classify the Company's independent evaluator as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40, on the expressed condition that testimony and other information submitted by the independent evaluator will be subject to all due process procedure protections applicable to testimony filed by a witness offered by a party including, but not limited to, cross-examination and discovery under the Commission's Rules of Practice. The Company shall make a request that the Commission classify the independent evaluator as a "non-party participant" as defined at 83 Ill. Admin. Code § 200.40 in that EE FRU proceeding in its annual EE FRU petition.

Subject to any Commission rulings or orders, the Parties agree that in its capacity as a "non-party participant", the independent evaluator is expected to agree and adhere to provisions reflecting the independent evaluator's "non-party participant" role and related duties listed below into the independent evaluation contract. The Parties agree that in its capacity as a "non-party participant", the independent evaluator is expected to:

1. file concise direct testimony (A) providing a high-level summary of the portfolio and program evaluation reports; (B) providing a summary of the annual incremental savings achieved that can be counted toward the Company's annual and lifetime goals, as well as an explanation of how that calculation was performed;; and (C) describing any disputes that have been documented in any of the evaluation reports in accordance with the Section

7.6.v. of the EE Policy Manual Version 3.1. The independent evaluator will make best efforts to file its direct testimony within 14 days of the Company filing the annual EE FRU petition;

2. respond to any data requests served on it by the parties to the proceeding pursuant to 83 Ill. Admin. Code Part 200;
3. file testimony responding to an issue with the evaluation reports that is raised by a party in a given proceeding; be available to provide oral testimony at the evidentiary hearing and be represented by their own counsel (not the utility's attorneys), in a given proceeding regarding its evaluation reports submitted in the proceeding;
4. file any corrections or errata to the independent evaluator's reports and evaluations, regardless of whether the report or evaluation was filed by the independent evaluator or the Company; and
5. have its own legal counsel appear at the evidentiary hearing and move for admission into the evidentiary record of the independent evaluator's reports, evaluations, testimony, affidavits, verifications, and any other filed exhibits authored by the independent evaluator, regardless of whether the documents were originally filed by the independent evaluator or the Company.

The Parties further agree that the reasonable costs, including legal costs, incurred related to the independent evaluator's discharge of its duties as a "non-party participant" in EE FRU proceedings are evaluation costs in accordance with Section 8-103B(g)(6) and Section 8-104(f)(8).

G. Reservation of Issues not Included

To the extent the Parties do not expressly identify or address an issue in this Stipulation, that shall not be construed against any Party, each of which reserve all rights with respect to matters not included or addressed. Failure to list all program and budget provisions negotiated between Ameren and the LIEEAC shall not be interpreted as support or opposition to any LIEEAC proposal by the Parties to this Stipulation.

VIII. TERMS AND CONDITIONS GOVERNING THE STIPULATION

- A. Except as otherwise provided in the Stipulation, the Parties reserve (i) all rights to take any position concerning any issue addressed in this Stipulation in any proceeding other than the proceeding before the ICC to review and approve the 2027 Plan and any appeal therefrom, and (ii) the right to seek appeal of the ultimate decision rendered in such proceeding, provided such position in any other proceeding and appeal does not violate the terms of this Stipulation. The Parties further agree that nothing herein is intended to limit the rights of any Party from advocating any position regarding the implementation details of the items contained in this Stipulation to the extent such details are not addressed herein and do not otherwise violate the terms of this Stipulation. In addition, the Parties agree that each Party may advocate or otherwise advance any other position in the proceeding before the ICC to review and approve the 2027 Plan or in any other

proceeding that is not specifically delineated in the numbered paragraphs of the Stipulation. This Stipulation shall not apply to positions that Parties may take with respect to any utility other than Ameren.

- B. To the extent that there are changes in applicable law or regulation that materially impact, rights, obligations or the implementation of the 2027 Plan or provisions of this Stipulation, the Parties agree to work expeditiously and collaboratively with the goal of reaching consensus on the related impacts and the need - if any - for adjustments to, or amendment or replacement of, the Stipulation or the 2027 Plan. In the event that any material provision of this Stipulation is found invalid or unenforceable or is overturned or modified or deleted by a court or the ICC or another tribunal, then this Stipulation (other than this paragraph and paragraphs (F) and (G) below), shall become void on a going-forward basis 60 days after the order or decision is entered, provided: (1) the party who intends to consider the Stipulation void provides notice to the other parties within 7 days after the order or decision is entered; (2) the Parties undertake the expeditious collaborative process set forth in this paragraph to retain provisions not ruled invalid or unenforceable with respect to any position taken on the Stipulation; and (3) Ameren Illinois has not filed a motion to reopen the docket to modify the 2027 Plan. Nothing in this paragraph is intended to affect any Party's right to seek any relief or declaration from any court, the Commission or other tribunal, including but not limited to any party's determination that the Stipulation will be void or should remain in effect in accordance with the terms of this paragraph.
- C. The Parties agree that the Stipulation, in its totality, is the result of compromise of the issues identified and negotiated by the Parties, as part of a full agreement. The Parties entered into this Stipulation to narrow the issues among the Parties so as to avoid the time, expense and uncertainty of litigation with respect to those issues. This Stipulation shall not constitute, and shall not be construed or interpreted to constitute, an admission of any kind by any Party with respect to any legal or factual issue in any proceedings, appeals or issues being addressed under this Stipulation or with respect to any other proceeding or dispute. This Stipulation shall not be offered or entered into evidence by any Party in any proceeding before the ICC or any other administrative agency or in any court, except in connection with proceedings related to the performance, implementation or enforcement of this Stipulation and the associated Plan. The matters memorialized in this Stipulation shall be construed as an indivisible whole. This paragraph (C) shall become effective upon the execution of this Stipulation by all of the Parties and shall remain effective notwithstanding any failure of the remaining provisions of this Stipulation to become effective.
- D. With the exception of a proceeding initiated to review and approve the 2027 Plan by the Commission and any appeal therefrom, this Stipulation should not be construed to have any precedential value in any other proceedings before the Commission, courts, other administrative bodies or any legislative bodies. This paragraph (D) shall become effective upon the execution of this Stipulation by all of the Parties and shall remain effective notwithstanding any failure of the remaining provisions of this Stipulation to become effective.
- E. (Intentionally blank)

- F. This Stipulation may be executed in any number of identical counterparts, each of which when executed and delivered shall be original, but all such counterparts shall constitute but one and the same instrument. The Parties agree that facsimile signatures (including by fax and e-mail) shall be as sufficient as original signatures to demonstrate execution of this Stipulation by one or more Parties hereto.
- G. Each of the signatories to this Stipulation represents and warrants that he or she has the right and authority to enter into this Stipulation and to bind the Party on whose behalf he or she has signed.
- H. This Stipulation contains the entire and complete Stipulation of the Parties as to the matters set forth herein and supersedes any and all prior Stipulations with respect to those matters.
- I. This Stipulation shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- J. Nothing in this Stipulation, either expressed or implied, is intended or shall be interpreted to give or confer any rights or remedies upon or to any person or entity other than the Parties.
- K. The commitments reflected in this Stipulation are subject to applicable State and federal law, including but not limited to, statutes, rules, regulations, and orders of State and federal courts and the Commission and the rights afforded and obligations set forth therein. To the extent that subsequent amendments or other changes to applicable law conflict with any provision or commitment contained in this Stipulation, the affected Party or Parties shall not be bound by the provision or commitment that conflicts with the law.

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Stipulation and Agreement as of the date last set forth below:

Ameren Illinois Company d/b/a Ameren
Illinois


By: Kristol Simms

Name: Kristol Simms

Position: Vice President

Date: 05/29/2026

Staff of the Illinois Commerce
Commission

By: 

Name: Natalia Delgado

Position: General Counsel

Date: 05/28/2026

Natural Resources Defense Council

By: Kari Ross

Name: Kari Ross

Position: Energy Affordability Advocate

Date: May 21, 2026

Aces 4 Youth

By: GREGORY NORRIS, ACES 4 Youth

Name: Gregory Norris

Position: CEO

Date: MAY 26, 2026

Community Organizing and Family
issues

By: Karen L. Lussion

Name: Karen L. Lussion

Position: Senior Attorney, National Consumer Law Center

Date: May 21, 2026