

MNU

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

MNU «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

CLAIM ID: <<CLAIMNUMBER>> AND PIN: <<PIN>>

MUST BE POSTMARKED NO LATER THAN MAY 06, 2024.

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

**If you paid a water tapping fee to Manheim Township between August 21, 2012 and March 7, 2022,
you could get a payment from a class action settlement.**

A state court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Manheim Township and Manheim Township General Municipal Authority relating to water-tapping fees it imposed after August 21, 2012.
- If you paid a water tapping fee to Manheim Township between August 21, 2012 and March 7, 2022, you are included in this Settlement as a “Class Member,” and are eligible to file a claim for a partial refund.
- Your legal rights are affected regardless of whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get a payment from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will not get a payment from this Settlement. This is the only option that allows you to be part of any other lawsuit against the Defendants for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get a payment from this Settlement, and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. More information is available at www.manheimsettlement.com.
- The Court in charge of this case still must decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with the Defendants.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit, and about all your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Court of Common Pleas of Lancaster County, Pennsylvania. The case is known as *Your Towne Builders, Inc. v. Manheim Township*, Case No. CI-14-07663. The companies who filed the lawsuit are called the Plaintiffs, and the entities they sued, Manheim Township and General Municipal Authority of the Township of Manheim, are called the Defendants.

2. What is this lawsuit about?

Plaintiffs claim that Defendants improperly assessed water-tapping fees after August 21, 2012.

Defendants have denied and continue to deny all charges of wrongdoing, wrongful conduct, improper acts, and any violation of any law or regulation.

3. What is a class action?

In a class action, one or more people called Class Plaintiffs (in this case, Your Towne Builders, Inc., Cooper Custom Homes, Inc., Hess Home Builders, Inc., C&F, Inc., Horst & Son, Inc., Costello Builders, Inc., and Keystone Custom Homes, Inc.) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court and appellate court decided the case substantially in Plaintiffs' favor. The Plaintiffs negotiated a settlement with the Defendants that allows them to avoid the risks and costs of further appeals. It also allows Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement includes all persons, both natural and legal, on whom Defendants or any of their agents imposed or will impose water-tapping fees, at any time after August 21, 2012.

6. I am still not sure if I am included.

If you are not sure whether you are included, you can call 1-888-298-5648 or visit www.manheimsettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides Class Members who paid water-tapping fees between August 21, 2012 and March 7, 2022 with a gross payment equal to the amount by which those fees exceeded the proper fees, as calculated by a Court-appointed expert. The proper fees range from approximately \$825 to \$1,000 per equivalent dwelling unit ("EDU"), dependent on the time period. In addition, the Defendants have agreed to reduce the amount of water-tapping fees charged after March 7, 2022. The reduced fee is \$957.94 per EDU. Class Members who were issued building permits after March 7, 2022 and were not charged water-tapping fees, or who were fully reimbursed for water-tapping fees they paid, may be retroactively charged \$957.94 per EDU.

Defendants have agreed to pay a total of \$4,000,000 to resolve the lawsuit. After deducting attorneys' fees and costs, administration costs, and Class Plaintiffs' Awards, the net balance will be used to make net payments to Class Members.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get a settlement payment?

To qualify for a settlement payment, you must complete and submit a Claim Form by **May 6, 2024**. Claim Forms are available and may be filed online at www.manheimsettlement.com. Claim Forms are also available by calling 1-888-298-5648 or by writing to: *Your Towne Builders, Inc. v. Manheim Township* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130.

9. When will I get my payment?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on June 17, 2024, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. If there are no appeals, you should receive your payment within months after the Court's approval.

10. What am I giving up to get a payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against the Defendants, including any of their respective past, present, or future: officers and directors; stockholders, agents, employees, legal representatives, partners, and associates (in their capacities as stockholders, agents, employees, legal representatives, partners, and associates of a member of the Settlement Class only); and trustees, parents, subsidiaries, divisions, affiliates, heirs, executors, administrators, purchasers, predecessors, successors, and assigns about the claims made in this lawsuit and released by the Settlement. More specifically, the Released Claims include any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Settlement Class Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all Unknown Claims) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in this Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in this lawsuit. You will maintain the right to pursue further legal action against the Defendants in the event that they improperly recalculate and charge any water-tapping fee other than \$957.94 per EDU in the future.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Your Towne Builders, Inc. v. Manheim Township*. Your letter must also include your full name, address, telephone number, and taxpayer identification number, a statement such as "Request for Exclusion" indicating you do not wish to participate in the Settlement or you want to opt out of the Settlement, and your position or authority to exclude yourself or your company from the Settlement Class. You must mail your exclusion request, postmarked no later than **April 22, 2024**, to the Settlement Administrator.

Settlement Administrator

Your Towne Builders, Inc. v. Manheim Township
Settlement Administrator
P.O. Box 301130
Los Angeles, CA 90030-1130

12. If I exclude myself, can I still get a benefit from the Settlement?

No. If you exclude yourself from the Settlement, you will not receive a payment because you will no longer be eligible for one.

13. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendants for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Edward Robson of Robson & Robson, P.C. and Bart Cohen of Bailey & Glasser, LLP to represent you and other Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees of up to \$1,400,000, plus reimbursement for reasonable costs and expenses. If approved, this amount will be deducted from the Settlement before making payments to Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must mail a written objection to the Clerk of the Court and send copies to Class Counsel and the City’s Counsel postmarked by **April 20, 2024**.

Your objection must include:

- 1) your full name, address, and telephone number;
- 2) the name of the case (*Your Towne Builders, Inc. v. Manheim Township*);
- 3) each reason why you object to the Settlement, including the specific factual and legal reason(s) for each objection;
- 4) copies of all legal support and all evidence that the Objector wishes to bring to the Court’s attention in support of any objection, including specific references to legal authority, and specify any and all factual bases in detail;
- 5) information sufficient to establish that the Objector is a Class Member;
- 6) the name, address, email address, and telephone number of your attorney if you have retained one in connection with the objection;
- 7) a statement indicating whether you or your attorney intend to appear at the Final Fairness Hearing; and
- 8) your signature or the signature of your attorney.

Clerk of the Court	Counsel for Defendants	Class Counsel
Lancaster County Courthouse c/o Clerk of the Court 50 North Duke Street P.O. Box 83480 Lancaster, PA 17608	Michael S. Gill Buckley, Brion, McGuire & Morris LLP 118 West Market Street West Chester, PA 19382 -and- Scot R. Withers Lamb McErlane PC 24 East Market Street, Box 565 West Chester, PA 19381-0565	Edward S. Robson Robson & Robson, P.C. 2200 Renaissance Boulevard Suite 270 King of Prussia, PA 19406 -and- Bart D. Cohen Bailey & Glasser, LLP 1622 Locust Street Philadelphia, PA 19103

17. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer applies to you.

THE COURT’S FINAL FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at 10:00 a.m. on June 17, 2024, at the Court of Common Pleas of Lancaster County, 50 N. Duke Street, Lancaster, Pennsylvania 17602. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 16). The Court will also decide whether to approve payments of attorneys’ fees and expenses and Class Plaintiffs’ Awards.

19. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

20. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 16 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or other Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

22. How do I get more information?

More details are available in the Class Settlement Agreement, which is available at www.manheimsettlement.com. You may also call 1-888-298-5648, or write to *Your Towne Builders, Inc. v. Manheim Township* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130