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I. INTRODUCTION

On December 28, 2023, Plaintiffs 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. (collectively “Class Plaintiffs”) and Defendants Manheim Township and General Municipal Authority of the Township of Manheim (collectively, the “Municipal Defendants”), reached an agreement to resolve this class action (the “Settlement”), which has been pending for over nine years.

Class Plaintiffs now respectfully submit this memorandum in support of their motion seeking: (1) preliminary approval of the Class Settlement Agreement appended hereto as Exhibit A; (2) a determination that notice should be provided to Class Members, by the means described herein; (3) the appointment of KCC Class Action Services LLC as the claims administrator to assist Class Counsel in effectuating and administering the notice and claims processes; (4) approval of the procedures in substantially the form described in the notice materials for Class Members to object to the Settlement or opt out of the Class; (5) the appointment of The Huntington Bank, which is holding the Municipal Defendants’ recent settlement payments, as Escrow Agent for the settlement proceeds; and (6) the transfer of \$2,750,000, and any interest accrued thereon, currently being held by the Prothonotary of the Court to The Huntington Bank.

II. FACTUAL BACKGROUND

On August 22, 2014, Class Plaintiffs filed a class action complaint in this action alleging, among other things, that the Municipal Defendants and others unlawfully calculated and imposed tapping fees on Class Plaintiffs and others who sought and/or were required to connect to the local water distribution system. On May 5, 2016, the Court granted Class Plaintiffs’ motion seeking certification of a class of 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, and

appointed Edward S. Robson and Bart D. Cohen as Class Counsel. On May 7, 2019, the Court ruled as to the Municipal Defendants' motion for partial summary judgment, granting the motion as to three of the seven counts Class Plaintiffs alleged, and barring Class Plaintiffs' claims for fees paid between 2004 and August 21, 2012, pursuant to the applicable statute of limitations.

The Court held a non-jury trial on February 10, 2020, during which the Court dismissed defendants C. Matthew Brown, P.E., and Arro Consulting, Inc. from the action. On May 5, 2020, the Court held that defendant Manheim Township General Municipal Authority (the "Authority") "did not calculate the tapping fees it imposed on Class Plaintiffs in accordance with the [Pennsylvania] Municipality Authorities Act at any point during the period relevant to this action," and appointed an expert "for the purpose of providing an opinion as to the calculations of the water tapping fee the Authority was/is permitted to charge" during various portions of the relevant period. On June 1, 2020, the Court appointed Constance E. Heppenstall of Gannett Fleming Valuation and Rate Consultants, LLC, as the Court's expert, pursuant to the Class Plaintiffs' and Municipal Defendants' joint recommendation. On April 14, 2021, the Court forwarded to the parties' counsel a Tapping Fee Study Ms. Heppenstall had delivered to the Court.

On March 7, 2022, the Court entered judgment against the Municipal Defendants jointly and severally, which enjoined them from imposing a tapping fee in excess of \$202.09 per equivalent dwelling unit. The Municipal Defendants ceased collecting tapping fees in April 2022, and reimbursed Class Members who paid tapping fees after the Court entered judgment a month earlier. On May 9, 2022, the Prothonotary entered judgment in the amount of \$4,405,539.15 against the Municipal Defendants. On May 18, 2022, and June 3, 2022, the Municipal Defendants filed notices of appeal to the Commonwealth Court of Pennsylvania. On

October 6, 2023, the Commonwealth Court entered an order and opinion vacating the Court's judgment, and remanding the case to this Court to recalculate the amount of the refund due Class Members consistent with the opinion. The Authority did not seek either reargument or an appeal of the Commonwealth Court's order. On November 27, 2023, the Commonwealth Court denied Manheim Township's (the "Township") application for reargument.

III. TERMS OF THE SETTLEMENT

The parties agree that the amount currently due Class Plaintiffs and the Settlement Class pursuant to the Commonwealth Court's opinion of October 6, 2023 is slightly more than \$4.1 million, which includes interest accrued from the dates of Class Members' tapping fee payments. As a result of arm's-length negotiations, Class Plaintiffs and the Municipal Defendants have entered into a Class Settlement Agreement that provides for the following:

- The Municipal Defendants shall pay Class Plaintiffs and Class Members four million dollars (\$4,000,000) as follows, in exchange for the releases and other benefits described below.
 - The Municipal Defendants have collectively paid one million two hundred fifty thousand dollars (\$1,250,000) to The Huntington Bank ("Huntington"), as escrow agent, pursuant to an escrow agreement.
 - The Municipal Defendants have relinquished all rights they have to \$2,750,000, and any interest accrued thereon, currently being held by the Prothonotary of the Court. Class Plaintiffs, by the instant Motion, seek to transfer those funds to Huntington as escrow agent.
 - Huntington shall disburse Municipal Defendants' payments only in accordance with the Court's orders.

- Class Plaintiffs shall release the Municipal Defendants and related parties from any claims brought in the litigation.
- The Municipal Defendants shall release Class Plaintiffs and related parties from any claims associated with the litigation, except that nothing in the release shall prevent the Authority from collecting tapping fees, in the corrected amount described below, from Class Members who obtained building permits from March 7, 2022 onward.
- The Authority shall be permitted to impose a tapping fee of \$957.94 per equivalent dwelling unit — consistent with both Ms. Heppenstall’s report and the Commonwealth Court’s opinion — until such time as changes to the municipal water system or other circumstances contemplated in the Municipal Authorities Act permit a recalculation of the tapping fee.¹ Class members shall retain the right to take further action against the Municipal Defendants if any recalculation is inconsistent with the Municipal Authorities Act.
- Conditioned upon the Court’s final approval of a definitive settlement agreement, Class Plaintiffs shall: (1) withdraw the Intervenor’s Answer to Plaintiff’s Complaint with New Matter and Counterclaims/Crossclaims filed in *Township of Manheim vs. General Municipal Authority of the Township of Manheim* (No. CI-22-07180) and otherwise abandon their intervenor status in that action; (2) discontinue with prejudice the *Your Towne Builders, Inc. vs. General Municipal Authority of the Township of Manheim* (No.

¹ In the parties’ haste to finalize the settlement by the end of 2023, they inadvertently removed this provision from the Class Settlement Agreement. The parties have agreed at all relevant times that the provision should be included in the Settlement, and agreed in particular to seek the Court’s entry of the provision in and/or concurrent with its final approval order, rather than amend the Class Settlement Agreement.

CI-23-01042) litigation; and (3) discontinue with prejudice the *Your Towne Builders, Inc. vs. Manheim Township* (No. CI-23-02718) litigation.

IV. ARGUMENT

A. Preliminary Approval is Warranted

“Settlement of matters in dispute, especially in class actions, is favored and must be sustained in the absence of fraud or a mistake.” *Smith v. I.W. Levin & Co.*, 800 A.2d 374, 377 (Pa. Commw. Ct. 2002) (citing *Dauphin Deposit Bank & Trust Co. v. Hess*, 727 A.2d 1076 (Pa. 1999)). See also 4 Newberg and Rubenstein on Class Actions § 13:44 (6th ed.) (“Settlement is generally favored because it represents a compromise reached between the parties to the suit and relieves them, as well as the judicial system, of the costs and burdens of further litigation.”). While Pennsylvania law requires final judicial approval of class action settlements, there is no express requirement for preliminary approval of such settlements. See Pa. R.C.P. No. 1714.

But Pennsylvania courts routinely grant preliminary approval in conjunction with ordering notice to the class. See, e.g., *Brophy v. Phila. Gas Works*, 921 A.2d 80, 88 (Pa. Commw. Ct. 2007) (“[T]he trial court issued an order granting preliminary approval of the Settlement Agreement. Therefore, notice will be given to the class members of a formal fairness hearing...”); *Pa. Orthopaedic Soc’y v. Independence Blue Cross*, 885 A.2d 542, 544 (Pa. Super. Ct. 2005) (trial court granted preliminary approval of the settlement and notice was sent to the class); *Cassidy v. SmithKline Beecham*, No. 99-10423, 2002 WL 32170268 (Pa. Com. Pl. July 12, 2002).

Federal courts routinely grant preliminary approval in conjunction with ordering notice to a class.² See Manual for Complex Litigation § 21.632 (4th ed.) (“The judge must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the ... proposed settlement, and date of the final fairness hearing.”).

Preliminary approval is a prerequisite to incurring the expense for notice so as to “fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them.” *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1318 (3d Cir. 1993). The Court will ultimately resolve the question of whether the proposed settlement is fair, reasonable and adequate after Class Members receive notice of the settlement and the Court holds a final settlement hearing.

“[U]nder certain circumstances, the settlement in a class action lawsuit is entitled to the initial presumption that it is fair.” *Gregg v. Indep. Blue Cross*, 2004 WL 869063, at *31 (Pa. Com. Pl. Apr. 22, 2004). “The circumstances to establish this presumption are: (1) That the settlement has been arrived at by arm’s-length bargaining; (2) That sufficient discovery has been taken or investigation completed to enable counsel and the court to act intelligently; (3) That the proponents of the settlement are counsel experienced in similar litigation; and (4) That the number of objectors or interests they represent is not large when compared to the class as a whole.” *Id.* (quoting *Milkman v. Am. Travellers Life Ins. Co.*, 2002 WL 778272, *5 (Pa. Com. Pl., Apr. 1, 2002)).

The proposed settlement here substantially exceeds those standards. Class Members stand to recover over 95 percent of the liability figure fixed by the Commonwealth Court, and 100 percent of

² See *Gocial v. Indep. Blue Cross*, 827 A.2d 1216, 1221 (Pa. Super. 2003) (“[F]ederal precedent is instructive in construing Pennsylvania's class action rules”) (quoting *Janicik v. Prudential Ins. Co.*, 451 A.2d 451, 454 n.3 (Pa. Super. 1982)).

the injunctive relief figure fixed by that Court. Submissions to the Court over the course of this proceeding resulted in an appellate record comprised of over 5,000 pages, which Class Counsel copiously reviewed and cited in the course of the Municipal Defendants' appeal. Counsel for both Class Plaintiffs and the Municipal Defendants are experienced in similar litigation—in the case of Class Plaintiffs' counsel, in large part by virtue of having litigated this case over the course of more than nine years, and the related *Merchant Square L.P. v. Manheim Township* litigation. Finally, the Court has good reason to anticipate few if any objectors, as existing class members stand to recover over 80 percent of the water-tapping fees they have paid, plus interest accrued from the dates of those payments. Those who expect to seek building permits in the future would pay water-tapping fees that are less than 20 percent of what they would have paid absent this Settlement.

B. The Proposed Form and Manner of Notice to Class Members are Appropriate

Class Plaintiffs request that the Court appoint KCC Class Action Services LLC (“KCC”) as the Claims Administrator to oversee the administration of the settlement, including disseminating notice to the class and distributing the settlement funds. KCC has administered over 7,000 class actions, including class action settlements far more complex than the one Class Plaintiffs propose. *See* Ex. B (Decl. of Monica Murray). Class Counsel initially contacted KCC (then known as Kurtzman Carson Consultants LLC) in the course of class certification proceedings in this action, and have maintained regular contact with KCC ever since. *See, e.g.*, Praecipe to File of Record a Proposed Notice of Action Pursuant to the Order of May 5, 2016 (filed May 25, 2016), at 5, 7.

Class Plaintiffs propose that the Municipal Defendants produce individualized mailing addresses and email addresses for all Class Members, to the extent that those addresses are in Municipal Defendants' records. Those will be the “best notice[s] practicable under the

circumstances” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). *See also Roethlein v. Schmidt*, No. 3888, 2006 WL 6403441 (Pa. Com. Pl. Aug. 21, 2006) (finding a first class mailing to the “last-known address of each reasonably identifiable potential Class member as reflected on Defendants’ . . . records” to be the best practicable notice).

KCC proposes to deliver a summary notice, substantially in the form of Exhibit C hereto, to all Class Members via first class email and/or email. That summary notice will refer Class Members to a case-specific website (such as www.ManheimSettlement.com), where Class Members will have access to a long-form notice substantially in the form of Exhibit D hereto. That notice states, in plain and easily understandable language, the following, among other things: (i) the nature of the action, (ii) the definition of the class to be certified, (iii) the class claims, (iv) that a Class Member may enter an appearance through counsel if the member so desires, and (v) the binding effect of a class judgment on Class Members. Pennsylvania courts have repeatedly determined that similar notices have been compliant with both Pennsylvania law and due process requirements. *See, e.g.*, Exs. E, F (notices in *In re Atlas Pipeline Partners, L.P. Unitholder Litig.*, No. GD-14-019245 (Pa. Com. Pl., Jan. 11, 2016); *Novak v. Auxilium Pharmaceuticals, Inc.*, No. 2014-07009-MJ (Pa. Com. Pl., Oct. 28, 2015)).

The settlement website will separately provide Class Members with information regarding the terms of the Settlement, their rights, periodic updates, a list of important dates, access to the Settlement Agreement, the long form notice and summary notice, any motion seeking final approval of the Settlement, any motion for an award of attorneys’ fees and expenses and service awards, the order preliminarily approving the Settlement, the claim form, the operative Complaint, and any other documents that the Court orders posted on the website.

The website will also include a case-specific toll-free telephone number, email address, and mailing address through which Class Members may contact KCC directly.

C. The Huntington National Bank is a Highly Qualified Escrow Agent

Class Plaintiffs request that the Court approve Huntington’s service as Escrow Agent for the settlement funds. Huntington, established in 1866, is among the largest 1% of banks in the United States based on size, and includes 700 offices nationwide. Huntington has handled more than 1,000 settlements for law firms, claims administrators, and regulatory agencies. Class Plaintiffs, the Municipal Defendants, and Huntington entered into a Custodian/Escrow Agreement (attached hereto as Exhibit G) governing Huntington’s management of the \$1.25 million in settlement proceeds that the Municipal Defendants paid upon entering into the Settlement Agreement. The Custodian/Escrow Agreement further provides for Huntington’s management of the remaining settlement proceeds in the event that the Court approves Huntington’s appointment and directs the Prothonotary to transfer those proceeds to Huntington.

D. The Proposed Schedule is Fair

Class Plaintiffs propose the following schedule, which is encompassed in the Proposed Order submitted herewith, for completing the approval process:

Event	Deadline
Municipal Defendants provide Class Member mailing and/or email addresses to Claims Administrator	10 days after entry of Preliminary Approval Order
Claims Administrator to begin sending notice (“Notice Deadline”)	20 days after entry of Preliminary Approval Order
Motion for attorneys’ fees, costs, expenses, and service awards to be filed by Class Counsel	30 days after Notice Deadline
Opt-outs and objections	45 days after Notice Deadline

Event	Deadline
Claims to be filed	60 days after Notice Deadline
Claims Administrator confirms notice and provides parties with list of opt-outs	14 days prior to final approval hearing
Motion for final approval to be filed by Class Counsel	14 days prior to final approval hearing
Final approval hearing	Date certain at least 75 days after Notice Deadline, to be determined by the Court

This schedule is fair to Class Members. It gives them ample time to review the preliminary approval papers, settlement agreement, and fee petition before any objection is due. The Class will have the notice documents for approximately 45 days before any objections to the settlement are due. The Class will also have access to the fee petition for 15 days before any objection is due. Given the sophistication of the Class, and Class Members' familiarity with the facts surrounding this litigation, the schedule is fair.

V. CONCLUSION

After over nine years of litigation, which has resulted in a settlement providing for Class Members' recovery of over 80 percent of the water-tapping fees they paid plus interest, and a similar reduction in the fees they will pay in the future, Class Plaintiffs have good reason to believe that the proposed settlement is fair, reasonable, and adequate. Class Plaintiffs therefore respectfully request that the Court enter an order substantially in the form of the Proposed Order submitted herewith.

Dated: February 6, 2024

Respectfully submitted,

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EXHIBIT A

**IN THE COURT OF COMMON PLEAS
OF LANCASTER COUNTY, PENNSYLVANIA**

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., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

MANHEIM TOWNSHIP, MANHEIM
TOWNSHIP GENERAL MUNICIPAL
AUTHORITY, C. MATTHEW BROWN,
P.E. and ARRO CONSULTING, INC.

Defendants.

Case No. CI-14-07663

CLASS SETTLEMENT AGREEMENT

Subject to the preliminary and final approval of the Court, and as further set forth below, this Class Settlement Agreement is made as of the 28th day of December, 2023, by and between the Class Plaintiffs (as defined below), individually and as representatives of the Settlement Class (as defined below), Class Counsel (as defined below), and the Municipal Defendants (as defined below).

BACKGROUND

WHEREAS, on May 5, 2016, the Court granted Plaintiffs 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.'s (collectively "Class Plaintiffs") motion seeking certification of a class of 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 (the “Settlement Class”);

WHEREAS, the parties agree that the amount currently due Class Plaintiffs and the Settlement Class pursuant to the Commonwealth Court’s opinion of October 6, 2023 is slightly more than \$4.1 million, consisting of approximately \$2.85 million in excess tapping fees with prejudgment interest and approximately \$1.26 million in post-judgment interest;

WHEREAS, Defendants Manheim Township and Manheim Township General Municipal Authority (collectively, the “Municipal Defendants”) have collected no tapping fees since April 2022, and have reimbursed any members of the Settlement Class who paid tapping fees after March 7, 2022;

WHEREAS, as a result of arm’s-length negotiations, Class Plaintiffs and the Municipal Defendants have entered into this Class Settlement Agreement;

WHEREAS, the Class Plaintiffs and Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of their claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Class Settlement Agreement as set forth below, and for the purpose of putting to rest all controversies with the Municipal Defendants that were or could have been alleged, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Class Plaintiffs and the Settlement Class;

WHEREAS, the Municipal Defendants, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Class Plaintiffs’ claims, and for the purpose of

putting to rest all controversies with the Class Plaintiffs and the Settlement Class that were or could have been alleged, desire to enter into this Class Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Class Settlement Agreement on behalf of the Class Plaintiffs, and that Class Counsel have consulted with and confirmed that Class Plaintiffs fully support and have no objection to this Class Settlement Agreement; and

WHEREAS, Municipal Defendants shall pay Plaintiffs the sum of four million dollars (\$4,000,000), representing an agreed upon reduction in the amount of post-judgment interest in exchange for the releases and other benefits described below.

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Class Plaintiffs, Class Counsel, and the Municipal Defendants agree as follows:

A. SETTLEMENT CLASS

1. The Class Plaintiffs will seek, and the Municipal Defendants will not oppose, the Court's appointment of the law firms of Robson & Robson, P.C. and Bailey & Glasser LLP as Class Counsel to represent the members of the Settlement Class.

2. The Class Plaintiffs agree that they (a) will not seek to opt out of or otherwise exclude themselves from the Settlement Class, or in any way, by class definition or otherwise, seek to exclude themselves from the Settlement Class, and (b) will not object to the Court's preliminary or final approval of this Class Settlement Agreement.

B. CLASS SETTLEMENT ESCROW ACCOUNT(S)

3. No later than December 31, 2023, Class Counsel and the Municipal Defendants shall establish a Class Settlement Escrow Account pursuant to the terms of an escrow agreement between and among the parties and The Huntington National Bank (the "Escrow Agent"). Funds

in the Escrow Account shall be invested solely as provided in that escrow agreement. The Class Plaintiffs and the Municipal Defendants agree that the Class Settlement Escrow Account is intended to be and shall be treated as a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and any analogous local, state, and/or foreign statute, law, regulation, or rule.

4. All Taxes with respect to any sums in the Class Settlement Escrow Account, the administrative costs of paying such Taxes, and any other costs of establishing, maintaining, or administering the Escrow Account shall be paid from the Escrow Account by the Escrow Agent.

5. No payments from the Class Settlement Escrow Account, or any other use of the Escrow Account, shall be made without the prior approval of the Court. Class Plaintiffs shall provide Municipal Defendants with prior notice of any applications to the Court for such approvals sought.

6. In no event shall the Municipal Defendants or any of the Municipal Defendants' officials, commissioners, board members, employees, agents, attorneys, advisors, consultants, contractors, insurers, successors or assigns (collectively, the "Settlement Class Released Parties"), have any obligation, responsibility, or liability arising from or relating to the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of any funds in the Class Settlement Escrow Account(s).

C. PAYMENTS TO THE CLASS SETTLEMENT ESCROW ACCOUNT(S)

7. No later than December 31, 2023, the Municipal Defendants shall pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) by wire transfer into the Class Settlement Escrow Account. Class Counsel agrees to provide wiring instructions to the Municipal Defendants by no later than 1 p.m. on December 28, 2023. If such wire instructions are provided after that time, the deadline for Municipal Defendants to effectuate the wire transfer

into the Class Settlement Escrow Account shall be extended by an additional business day for each additional day that it takes Class Counsel to provide the wiring instructions. The parties agree that the next business day after December 31, 2023 is January 2, 2024. .

8. Upon execution of this Class Action Settlement Agreement, the Municipal Defendants hereby relinquish all rights they have to the two million seven hundred fifty thousand dollars (\$2,750,000), and any interest accrued thereon, currently being held by the Prothonotary of the Court of Common Pleas, Lancaster County. In the event the Prothonotary imposes poundage on the funds held by it, the Municipal Defendants shall be responsible for payment of such poundage such that Class Plaintiffs receive the full \$2,750,000 and any interest accrued thereon.

9. In seeking preliminary approval of this Class Settlement Agreement, Class Counsel will seek to transfer \$2,750,000 from the Court to the Escrow Agent. Defendant Manheim Township General Municipal Authority (the "Authority") shall provide reasonable cooperation and assistance to Class Counsel and/or the Escrow Agent as is necessary to effectuate that transfer without undue delay, including by entering into or joining escrow agreements with the Escrow Agent.

10. Class Plaintiffs may terminate this Class Settlement in the event the payments and assignments described in paragraphs 7 and 8 above are not timely made, unless such delay is the result of action or inaction of Class Plaintiffs, Class Counsel or the Escrow Agent.

11. The payments described in paragraphs 7 and 8 above shall exhaust and fully satisfy any and all judgments, interest, costs, fees and any other payment obligations whatsoever under the above captioned litigation and under this Class Settlement Agreement of the Municipal Defendants and any other Settlement Class Released Parties, and shall extinguish entirely any

further obligation, responsibility, or liability to pay any notice expenses, attorneys' fees, litigation costs, costs of administration, Taxes, settlement sums, interest or sums of any kind to the Class Settlement Escrow Account, or to the Class Plaintiffs or other members of the Settlement Class (other than those who opt out of the Settlement Class), or to any of their respective counsel, experts, advisors, agents, and representatives, all of whom shall look solely to the Class Settlement Escrow Account for settlement and satisfaction of all claims released in this Class Settlement Agreement.

D. RELEASES AND COVENANTS NOT TO SUE

12. Upon final approval of the Class Settlement Agreement, the Class Plaintiffs and the Settlement Class shall:

- a. file a praecipe in the above captioned matter marking the judgment, interests, costs and fees as being fully satisfied;
- b. be deemed to have released the Settlement Class Released Party for the Released Claims (as defined below) and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims.

13. "Released Claims" means 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 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 Action.

14. Each member of the Settlement Class covenants and agrees that it shall not, hereafter, seek to establish, or permit another to act for it in a representative capacity to seek to establish, liability against any of the Settlement Class Released Parties based, in whole or in part, upon any conduct covered by any of the Released Claims.

15. For avoidance of doubt, no provision of this Class Settlement Agreement releases any claim of a member of the Settlement Class that is based on:

- a. breach of this Class Settlement Agreement;
- b. standard disputes arising in the ordinary course of business between members of the Settlement Class and any of the Municipal Defendants; or
- c. any tapping fees imposed by the Municipal Defendants upon their recalculation of tapping fees due to changes to the Manheim Township municipal water system and/or the Pennsylvania Municipal Authorities Act.

16. Upon final approval of the Class Settlement Agreement by the Court, Municipal Defendants shall be deemed to have released the Class Plaintiffs, Class Counsel, and their experts in this Action, from any claims relating to this Action, including claims regarding the negotiation and terms of this Class Settlement Agreement, except for any claims relating to enforcement of this Class Settlement Agreement.

17. Upon final approval of the Class Settlement Agreement by the Court, Class Plaintiffs shall within five (5) business days (a) withdraw with prejudice the Intervenor's Answer to Plaintiff's Complaint with New Matter and Counterclaims/Crossclaims filed in *Township of*

Manheim v. General Municipal Authority of the Township of Manheim, No. CI-22-07180, and otherwise relinquish their intervenor status in that action, (b) dismiss with prejudice *Your Towne Builders, Inc. v. General Municipal Authority of the Township of Manheim*, No. CI-23-01042, and (c) dismiss with prejudice *Your Towne Builders, Inc. v. Manheim Township*, No. CI-23-02718.

18. Upon final approval of the Class Settlement Agreement by the Court, the Municipal Defendants may proceed to document that the Manheim Township is the owner of the Overlook Golf Course by filing appropriate documents with the Lancaster County Recorder of Deeds as may be deemed appropriate by the Municipal Defendants in their sole discretion. Class Plaintiffs and Class Counsel agree not to directly or indirectly challenge, contest or oppose such actions by Municipal Defendants.

E. COURT APPROVAL OF PROCESS FOR DISTRIBUTION OF CLASS SETTLEMENT PROCEEDS

19. Class Counsel and the Class Administrator shall carry out the settlement notice and exclusion procedures as ordered by the Court, and shall perform such related duties as may be necessary to provide those notice and exclusion procedures consistent with the Pennsylvania Rules of Civil Procedure.

20. Class Plaintiffs, Class Counsel, and Municipal Defendants agree to use reasonable and good faith efforts to effectuate the Court's approval of the process for finalizing the distribution of the settlement proceeds, including filing necessary motion papers and scheduling any necessary hearings for a date and time that are convenient for the Court.

21. The Court may consider any applications for attorneys' fee awards, expense awards, or Class Plaintiffs' awards separately from a motion for preliminary or final approval of this Class Settlement Agreement, and may enter orders regarding such applications separately

from any judgment. Any rehearing, reconsideration, vacation, review, appeal, or any other action taken regarding only a separate order concerning only an application for attorneys' fee awards, expense awards, or Class Plaintiffs' awards, and not in any way concerning the judgment, shall not delay the finality of this settlement that otherwise would occur.

F. CONTINUING JURISDICTION

22. The Court will retain continuing jurisdiction over the Class Plaintiffs, the members of the Settlement Class, and the Municipal Defendants to implement, administer, consummate, and enforce this Class Settlement Agreement and any final judgment.

23. The Municipal Defendants and the Class Plaintiffs agree, and the members of the Settlement Class will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of this Court for the resolution of any matter covered by this Class Settlement Agreement, the final judgment, or the applicability of this Class Settlement Agreement or the final judgment.

24. All applications to the Court with respect to any aspect of this Class Settlement Agreement or the final judgment shall be presented to and be determined by President Judge David L. Ashworth for resolution as a matter within the scope of this Action, or, if he is not available, any other judge designated by the Court of Common Pleas of Lancaster County. Without limiting the generality of the foregoing, it is hereby agreed that any suit, action, proceeding, or dispute of a Class Plaintiff or member of the Settlement Class, in which the provisions of this Class Settlement Agreement or the final judgment are asserted as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection, constitutes a suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement or the final judgment.

G. ADDITIONAL TERMS AND CONDITIONS

25. The Class Plaintiffs, Class Counsel, the Municipal Defendants, and counsel for the Municipal Defendants, agree that they:

a. Shall not in any way encourage, promote, or solicit any person, business, or entity within the definition of the Settlement Class, or their counsel, to request exclusion from the Settlement Class, to object to this Class Settlement Agreement, or to seek any relief inconsistent with this Class Settlement Agreement; and

b. Shall not in any way encourage, promote, or solicit any person, business, or entity within the definition of the Settlement Class, or their counsel, to facilitate, induce, or cause the non-fulfillment of a condition, or the occurrence of an event, which could result in the termination of this Class Settlement Agreement.

26. The Class Plaintiffs, Class Counsel, and the Municipal Defendants shall undertake reasonable efforts to timely obtain any required approvals or consents to execute and proceed with this Class Settlement Agreement.

27. The Class Plaintiffs, Class Counsel, and the Municipal Defendants shall execute all documents and perform any additional acts reasonably necessary and proper to effectuate the terms of this Class Settlement Agreement.

28. This Class Settlement Agreement constitutes the entire, complete, and integrated agreement between and among the Class Plaintiffs, on behalf of themselves and the Settlement Class, and the Municipal Defendants with respect to the settlement of this Action.

29. In entering into and executing this Class Settlement Agreement, the Class Plaintiffs and the Municipal Defendants warrant that they are acting upon their respective independent judgments and upon the advice of their respective counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other person or

entity, other than the warranties and representations expressly made in this Class Settlement Agreement.

30. Nothing in this Class Settlement Agreement shall preclude the Municipal Defendants from seeking to collect tapping fees of \$957.94 per equivalent dwelling unit from Class Members who were or are issued building permits between March 7, 2022 and the Settlement Final Date, and (a) did not or will not pay tapping fees concurrent with the issuance of their building permits or (b) were fully reimbursed for any tapping fees they paid.

31. This Class Settlement Agreement may not be modified or amended except by a writing signed by the Class Plaintiffs and the Municipal Defendants or their respective counsel and approved by the Court.

32. This Class Settlement Agreement or any portion thereof shall not be construed more strictly against any party to it merely because it may have been prepared by counsel for one of them, it being recognized that because of the arm's-length negotiations resulting in this Class Settlement Agreement, all parties to this Class Settlement Agreement have contributed substantially and materially to the preparation of it.

33. All headings used in this Class Settlement Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Class Settlement Agreement.

34. The waiver by any Class Plaintiff or Municipal Defendant of any breach of this Class Settlement Agreement shall not be deemed or construed as a waiver of any other breach of this Class Settlement Agreement, whether prior, subsequent, or contemporaneous.

35. The Settlement Class Released Parties other than the Municipal Defendants are third-party beneficiaries of this Class Settlement Agreement and are authorized to enforce the provisions of this Class Settlement Agreement.

36. Any notice or materials to be provided to the Class Plaintiffs pursuant to this Class Settlement Agreement shall be sent to Class Counsel, and any notice or materials to be provided to the Municipal Defendants pursuant to this Class Settlement Agreement shall be sent to their respective counsel, as follows:

Edward S. Robson
Robson & Robson, P.C.
2200 Renaissance Boulevard, Suite 270
King of Prussia, PA 19406
(610) 825-3009
erobson@robsonlaw.com

Michael S. Gill
Buckley, Brion, McGuire & Morris LLP
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Class Counsel

Bart D. Cohen
Bailey & Glasser, LLP
1622 Locust Street
Philadelphia, PA 19103
(202) 463-2101
bcohen@baileyglasser.com

Counsel for Manheim Township

Scot R. Withers
Lamb McErlane PC
24 East Market Street, Box 565
West Chester, PA 19381-0565
(610) 430-8000
swithers@lambmcerlane.com

Class Counsel

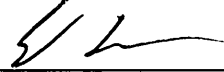
*Counsel for Manheim Township General
Municipal Authority*

37. Each of the undersigned representatives of each Class Plaintiff and each Municipal Defendant represents that it is fully authorized to enter into, and to execute, this Class Settlement Agreement on behalf of that Class Plaintiff or Municipal Defendant. Each of the Class Plaintiffs and the Municipal Defendants agrees that, in return for the agreements in this Class Settlement Agreement, it is receiving good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged.

38. This Class Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The Class Settlement Agreement shall become effective only when executed by Class Counsel and counsel for the Municipal Defendants.

IN WITNESS WHEREOF, the signatories below have read and understood this Class Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Class Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Class Settlement Agreement.

ROBSON & ROBSON, P.C.

By:  _____

Dated: 12/28/2023

Edward S. Robson
2200 Renaissance Boulevard, Suite 270
King of Prussia, PA 19406
(610) 825-3009
erobson@robsonlaw.com

Class Counsel

BUCKLEY, BRION, MCGUIRE & MORRIS LLP

By: _____

Dated: _____

Warren E. Kampf
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Counsel for Manheim Township

38. This Class Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The Class Settlement Agreement shall become effective only when executed by Class Counsel and counsel for the Municipal Defendants.

IN WITNESS WHEREOF, the signatories below have read and understood this Class Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Class Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Class Settlement Agreement.

ROBSON & ROBSON, P.C.

By: _____

Dated: _____

Edward S. Robson
2200 Renaissance Boulevard, Suite 270
King of Prussia, PA 19406
(610) 825-3009
erobson@robsonlaw.com

Class Counsel

BUCKLEY, BRION, MCGUIRE &
MORRIS LLP

By: _____

Dated: 12/28/23

Warren E. Kampf
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Counsel for Manheim Township

BAILEY & GLASSER, LLP

LAMB MCERLANE PC

By: Bart D. Cohen

By: _____

Dated: December 28, 2023

Dated: _____

Bart D. Cohen
1622 Locust Street
Philadelphia, PA 19103
(202) 463-2101
bcohen@baileyglasser.com

Scot R. Withers
24 East Market Street, Box 565
West Chester, PA 19381-0565
(610) 430-8000
swithers@lambmcerlane.com

Class Counsel

*Counsel for Manheim Township General
Municipal Authority*

BAILEY & GLASSER, LLP

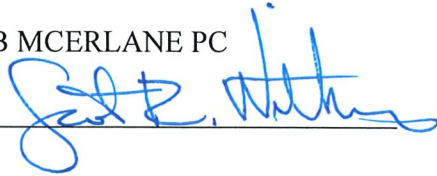
By: _____

Dated: _____

Bart D. Cohen
1622 Locust Street
Philadelphia, PA 19103
(202) 463-2101
bcohen@baileyglasser.com

Class Counsel

LAMB MCERLANE PC

By:  _____

Dated: 12-28-23

Scot R. Withers
24 East Market Street, Box 565
West Chester, PA 19381-0565
(610) 430-8000
swithers@lambmcerlane.com

*Counsel for Manheim Township General
Municipal Authority*

EXHIBIT B

IN THE COURT OF COMMON PLEAS
OF LANCASTER COUNTY, PENNSYLVANIA

YOUR TOWNE BUILDERS, INC,
COOPER CUSTOM HOMES, INC., HESS
HOME BUILDERS, INC., C&F, INC.,
HORST & SON, INC., COSTELLO
BUILDERS, INC., and KEYSTONE
CUSTOM, INC., on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

MANHEIM TOWNSHIP, MANHEIM
TOWNSHIP GENERAL MUNICIPAL
AUTHORITY, C. MATTHEW BROWN,
P.E. and ARRO CONSULTING, INC.

Defendants.

Case No. CI-14-07663

**DECLARATION OF MONICA MURRAY
REGARDING SETTLEMENT NOTICE
PLAN**

I, Monica Murray, declare and state as follows:

1. I am a Case Manager with KCC Class Action Services, LLC (“KCC”), located at El Segundo, CA. I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

2. This declaration details the Settlement Notice Plan (“Notice Plan” or “Plan”) proposed here for the settlement in the above-captioned action.

NOTICE PLAN DETAILS

Class Definition

3. The Settlement Class is defined as 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. Excluded from the Settlement Class are any persons who timely and validly request exclusion from the Settlement Class.

4. It is estimated that the settlement class contains approximately 50 members.

Individual Notice

5. Manheim Township and/or Manheim Township General Municipal Authority (collectively, the “Municipal Defendants”) will provide KCC with a list of all names, addresses, emails, and other contact information that they have in their possession for Class Members (“Class Member List”).

6. KCC will use the Class Member List to send the settlement notice via physical mail to all Class Members for whom a mailing address is provided. The post-card notice will contain a summary of the settlement as well as a link to the case website.

7. Prior to mailing, the postal addresses will be checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”); certified via the Coding Accuracy Support System (CASS); and verified through Delivery Point Validation (DPV). Class Members’ settlement notices returned by USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information. For any returned mailing that does not contain an expired forwarding order with a new address indicated, further address searches will be conducted using credit and other public source databases to attempt to locate new addresses. If a new address is located, a notice will be mailed to it and the Class Member List will be updated.

Response Mechanism

8. KCC will establish and maintain a case-specific website (such as www.ManheimSettlement.com) (the “Settlement Website”) to allow Class Members to obtain additional

information and documents regarding the settlement file claims online. The Settlement Website will provide Class Members with information regarding the terms of the Settlement, their rights, dates and deadlines, periodic updates, the Settlement Agreement, the Long Form Notice, any motion seeking Final Approval of the Settlement Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Awards, the order preliminarily approving the Settlement, the Claim Form, the operative Complaint and any other documents as Class Counsel and Manheim Township agree to post or that the Court orders posted on the website. The Settlement Website will also include the case specific toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact KCC directly.

9. KCC will establish and maintain a case-specific toll-free number to allow Class Members to obtain additional information through a menu of frequently asked questions and answers. The toll-free number will also allow Settlement Class Members to request to have a Long Form Notice and Claim Form mailed to them and provide the option to speak with a live operator.

Exclusion Processing

10. KCC will process all exclusions received by mail according to the terms of the Class Settlement Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 6, 2024 at El Segundo, CA.

Monica Murray

EXHIBIT C

LEGAL NOTICE

If you applied to Manheim Township for a building permit any time after August 21, 2012, you could get a payment from a class action settlement.

A court authorized this Notice.

**1-____-____-____
www.[website].com**

Lancaster County Prothonotary E-Filed Mail Feb 2024 04:31:12 PM

York Township
Township Settlement Administrator

P.O. Box _____
City, ST _____

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «ClaimID» - «MailRec»

«First1» «Last1»

«co»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

MNU

A settlement has been proposed in a class action lawsuit against Manheim Township and Manheim Township General Municipal Authority relating to water-tapping fees. **Settlement Class Members** are persons who were imposed or will impose water-tapping fees, at any time after August 21, 2012. The Defendants deny any wrongdoing, wrongful conduct, improper acts, and any violation of any law or regulation.

Who is included? Defendants' records indicate that you are included in the Settlement. The Settlement includes all persons, both natural and legal, on whom Defendants imposed or will impose water-tapping fees, at any time after August 21, 2012 ("Settlement Class Members").

What does the Settlement provide? Defendants have agreed to pay \$4,000,000 to resolve the lawsuit. After deducting attorneys' fees and costs, service awards, and administration costs, the balance of this amount will be distributed to Settlement Class Members who submit valid Claim Forms. Defendants have also agreed to reduce the water-tapping fee to \$957. 94 per EDU.

How do I get a payment? You must complete and submit a Claim Form by **Month __, 2024**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com).

What are my other options? If you do not want to be legally bound by the Settlement or receive a payment from it, you must exclude yourself. Unless you exclude yourself, you will not be able to sue the Defendants for any claim released by the Settlement Agreement. If you do not exclude yourself, you may object and notify the Court that you or your lawyer intend to appear at the Court's fairness hearing. Exclusion and objections are due **Month __, 2024**.

The Court's Fairness Hearing. The Court will hold a Final Fairness Hearing in this case (*Your Towne Builders, Inc. v. Manheim Township*, Case No. CI-14-07663) on Month __, 2024, at __:0 __.m. At this hearing, the Court will decide whether to approve: (1) the Settlement; (2) Class Counsel's request for up to \$ __, __, __ in attorneys' fees, costs, and expenses; and (3) a \$ __ service award to the Class Plaintiffs. You may appear at the hearing, but you do not have to. You also may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

EXHIBIT D

If you applied to Manheim Township for a building permit any time after August 21, 2012, 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 on entities that applied for building permits after August 21, 2012.
- If you applied or will apply to Manheim Township for a building permit any time after August 21, 2012, you are included in this Settlement as a “Class Member.”
- The Settlement provides for payments to Class Members who paid water-tapping fees prior to March 7, 2022, and sets the amount of water-tapping fees charged in conjunction with building permits issued after March 7, 2022.
- 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.\[website\].com](http://www.[website].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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... PAGE 3

- 1. Why is this Notice being provided?
- 2. What is this lawsuit about?
- 3. What is a class action?
- 4. Why is there a settlement?

WHO IS INCLUDED IN THE SETTLEMENT?..... PAGE 3

- 5. How do I know if I am part of the Settlement?
- 6. I am still not sure if I am included.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY..... PAGE 3

- 7. What does the Settlement provide?

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM..... PAGE 4

- 8. How do I get a settlement payment?
- 9. When will I get my payment?
- 10. What am I giving up to get a payment or stay in the Settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 4

- 11. How do I get out of the Settlement?
- 12. If I exclude myself, can I still get a benefit from the Settlement?
- 13. If I do not exclude myself, can I sue the Defendants for the same thing later?

THE LAWYERS REPRESENTING YOU..... PAGE 4

- 14. Do I have a lawyer in this case?
- 15. How will Class Counsel be paid?

OBJECTING TO THE SETTLEMENT..... PAGE 5

- 16. How do I tell the Court that I do not like the Settlement?
- 17. What is the difference between objecting to and excluding myself from the Settlement?

THE COURT’S FINAL FAIRNESS HEARING..... PAGE 5

- 18. When and where will the Court decide whether to approve the Settlement?
- 19. Do I have to come to the Final Fairness Hearing?
- 20. May I speak at the Final Fairness Hearing?

IF YOU DO NOTHING..... PAGE 6

- 21. What happens if I do nothing?

GETTING MORE INFORMATION..... PAGE 6

- 22. How do I get more information?

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 Manheim Township General Municipal, are called the Defendants.

2. What is this lawsuit about?

Plaintiffs claim that Defendants improperly assessed water-tapping fees in conjunction with applications for building permits 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 not sure if I am included.

If you are not sure whether you are included, you can call 1- ___ - ___ - ___ or visit [www.\[website\].com](http://www.[website].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 prior to March 7, 2022 with a 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 in conjunction with building permits issued 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 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 **Month __, 2024**. Claim Forms are available and may be filed online at [www.\[website\].com](http://www.[website].com). Claim Forms are also available by calling 1-__-__-__ or by writing to: *Your Towne Builders, Inc. v. Manheim Township* Settlement Administrator, P.O. Box ____, City, ST ____-__.

9. When will I get my payment?

The Court will hold a final fairness hearing at __:0__m. on Month __, 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.

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 **Month __, 2024**, to the Settlement Administrator.

Settlement Administrator

Your Towne Builders, Inc. v. Manheim Township
Settlement Administrator
P.O. Box ____
City, ST ____-__

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 **Month __, 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 __:0__m. on Month __, 2024, at the Court of Common Pleas of Lancaster County, 50 N. Duke Street, Lancaster, Pennsylvania 17608. 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 in the Class Settlement Agreement, which is available at [www.\[website\].com](http://www.[website].com). You may also call 1-__-__-__, or write to *Your Towne Builders, Inc. v. Manheim Township*, Settlement Administrator, P.O. Box ____, City, ST ____-____.

EXHIBIT E

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE ATLAS ENERGY, L.P.
UNITHOLDER LITIGATION

CIVIL DIVISION

No. GD 14-019658
(Consolidated Action No.)

.....
IN RE ATLAS PIPELINE, L.P.
UNITHOLDER LITIGATION

No. GD 14-019245

**AFFIDAVIT OF JASON RABE
REGARDING (A) MAILING OF THE
NOTICE; AND (B) REPORT OF
EXCLUSIONS RECEIVED TO DATE**

Filed on Behalf of: *Atlas Energy, L.P., Atlas Energy GP, LLC, Targa Resources Corp., Trident GP Merger Sub LLC, Edward E. Cohen, Jonathan Z. Cohen, Carlton M. Arrendell, Mark C. Biderman, Dennis A. Holtz, Walter C. Jones, Jeffrey F. Kupfer, and Ellen F. Warren*

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and

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FILED

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DEPT OF COURT RECORDS
CIVIL/FAMILY DIVISION
ALLEGHENY COUNTY PA

MAILING OF THE NOTICE

3. On September 16, 2015, Rust received from Defendants' counsel, a list containing the names and last-known addresses of the 36 record owners of any limited partner units of APL at any time between October 12, 2014 and February 27, 2015.

4. Rust entered the data referenced above into a segregated database (the "Rust APL Mailing Database") to be used for mailing the Notice to potential class members.

5. On November 10, 2015, pursuant to ¶ 10 of the Order Preliminarily Approving Settlement and Providing for Notice to the Class, Rust caused the Notice to be mailed via the United States Postal Service (the "USPS"), First Class Mail, postage prepaid, to the names and addresses in the Rust APL Mailing Database.

6. Rust leases and maintains a Post Office Box (P.O. Box 2444, Faribault, MN 55021-9140) that it designated for the receipt of all written communications related to this Settlement.

7. Some brokers and other nominees provide the Notice directly to their customers (*e.g.*, beneficial unitholders), while other brokers and nominees request that Rust send copies directly to their customers. Since the initial mailing on November 10, 2015, Rust has received 3 requests from brokers and other nominees to send copies of the Notice directly to the nominees' customers, whose identifying information was sent to Rust. In response to those requests, a total of 9,709 Notices were mailed by Rust directly to potential class members via USPS First Class Mail, postage prepaid.

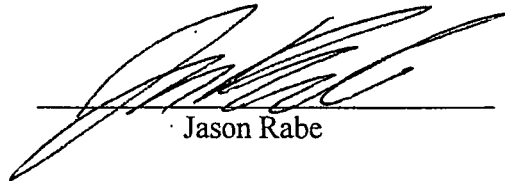
8. As of January 8, 2016, Rust has disseminated a total of 9,745 Notices to potential class members.

REQUESTS FOR EXCLUSION AND OBJECTIONS RECEIVED TO DATE

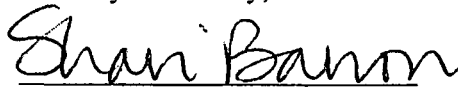
9. The Notice informs class members, among other things, that the deadline for requesting exclusion from the class is January 7, 2016. The Notice further instructs class members on how to properly submit a request for exclusion and the information which needs to be included in such request.

10. As of January 8, 2016, Rust has not received any requests for exclusion from the class.

I declare under penalty of perjury that the foregoing is true and correct.


Jason Rabe

Sworn to before me this
11th day of January, 2016


Notary Public



IN RE ATLAS PIPELINE PARTNERS, L.P. UNITHOLDER LITIGATION
C/O RUST CONSULTING, INC.
NOTICE ADMINISTRATOR
P.O BOX 2444
FARIBAULT, MN 55021-9140

IMPORTANT LEGAL MATERIALS

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

IN RE ATLAS PIPELINE PARTNERS, L.P.
UNITHOLDER LITIGATION

CIVIL DIVISION
CONSOLIDATED ACTION
CASE NO. GD-14-019245

**NOTICE OF PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT**

TO: All persons or entities who held Atlas Pipeline Partners, L.P. (“APL”) units, either of record or beneficially, at any time between October 12, 2014 and February 27, 2015, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them.

If you hold APL units for the benefit of another, please promptly transmit this document to such beneficial owner.

This Notice was sent to you by order of the Court. Please read this Notice carefully and in its entirety. This Notice relates to a proposed settlement of this shareholder action and, if you are a Class member, contains important information as to your rights concerning the Settlement described below. If the Court approves the Settlement, you will be forever barred from contesting the fairness of the Settlement or pursuing the Released Claims (as defined below). If you were not the beneficial holder of APL units but held such units for a beneficial holder, please transmit this document promptly to such beneficial holder.

This Notice is not a lawsuit against you. You are not being sued in this lawsuit. You have received this Notice because you may be a member of the Class described in this Notice.

The Purpose of This Notice

This Notice, which is sent pursuant to Rules 1712 and 1714 of the Pennsylvania Rules of Civil Procedure and pursuant to an Order of the Court entered in the above-captioned action (the “APL Action”), describes the proposed settlement of a consolidated putative class action lawsuit brought by certain APL unitholders (“Plaintiffs”) against APL, Atlas Pipeline Partners GP, LLC (“APL GP”), the directors of APL GP (the “Director Defendants”), Atlas Energy, L.P. (“ATLS”), Targa Resources Partners, LP. (“TRPLP”), Targa Resources Corp. (“TRC”), Targa Resources GP LLC, and Trident MLP Merger Sub LLC (collectively, “Defendants”) in connection with the Agreement and Plan of Merger, dated as of October 13, 2014 (the “APL Merger Agreement”), pursuant to which (among other things) TRPLP acquired APL (the “APL Transaction”).

The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the APL Action and of a hearing to be held before the Court of Common Pleas of Allegheny County, on January 21, 2016 at 9:30 a.m. ET (the “Settlement Hearing”) at 820 City-County Building, 414 Grant Street, Pittsburgh, PA 15219. The purpose of the Settlement Hearing is to (a) determine whether the Court should certify the Class for purposes of the Settlement; (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (c) determine whether a Final Judgment and Order of Dismissal should be entered; (d) determine whether the Court should grant an injunction against the prosecution of any of the Released Claims; (e) determine whether the Court should grant the

application of Plaintiffs' counsel for an award of attorneys' fees and expenses; (f) consider any objections to the foregoing; and (g) rule on such other matters as the Court may deem appropriate.

The Court has determined that, for purposes of the Settlement only, the APL Action shall be preliminarily maintained as a class action pursuant to Pennsylvania Rule of Civil Procedure 1701 *et seq.*, on behalf of a class consisting of any and all persons or entities (other than the Defendants, their subsidiary companies, affiliates, assigns, and members of their immediate families, as the case may be) who held APL units, either of record or beneficially, at any time between October 12, 2014 and February 27, 2015, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under any of them (the "Class"). Class members shall have the right to opt out from the Settlement only as to those Released Claims (defined below) relating to a claim for monetary damages arising out of the APL Transaction and not as to any other claims, including without limitation, claims for injunctive relief and claims concerning the adequacy of disclosures.

If you are a member of the Class, this Notice will inform you of how, if you choose to do so, you may (i) enter your appearance in the APL Action or object to the proposed Settlement and have your objection heard at the Settlement Hearing, or (ii) exclude yourself from the Settlement only as to those Released Claims relating to a claim for monetary damages arising out of the APL Transaction and not as to any other claims.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

Description and Background of the APL Action

On October 13, 2014, APL and TRPLP announced that their respective boards of directors had unanimously approved the APL Merger Agreement and APL Transaction, pursuant to which (among other things) TRPLP would acquire APL for (1) 0.5846 of a TRPLP common unit, and (2) \$1.26 in cash, without interest, per unit of APL stock outstanding (other than certain APL common units held by TRPLP or APL or their wholly owned subsidiaries, which would be cancelled).

Also on October 13, 2014, ATLS and TRC announced that their respective boards of directors had unanimously approved an agreement and plan of merger (the "ATLS Merger Agreement") pursuant to which TRC would acquire ATLS for (1) 0.1809 a share of TRC common stock, par value \$0.001 per share, and (2) \$9.12 in cash, without interest, per unit of ATLS stock outstanding (other than certain ATLS common units held by TRC or ATLS or their wholly owned subsidiaries, which would be cancelled) (the "ATLS Transaction" and, together with the APL Transaction and related transactions, the "Transactions").

Following the announcement of the APL Merger Agreement, on October 17, 2014, October 28, 2014, October 31, 2014, and November 12, 2014, respectively, four putative class action lawsuits challenging the APL Transaction were filed: *Michael Evin v. Atlas Pipeline Partners, L.P., et al.*, Case No. GD-14-019245, in the Court (the "Evin Action"), *William B. Federman Family Wealth Preservation Trust v. Atlas Pipeline Partners, L.P., et al.*, Case No. CJ-2014-04087, in the District Court of Tulsa County, Oklahoma (the "Tulsa Action"), *Greenthal Living Trust U/A 01/26/88 v. Atlas Pipeline Partners, L.P., et al.*, Case No. GD-14-020108, in the Court (the "Greenthal Action"), and *Mike Welborn v. Atlas Pipeline Partners, L.P., et al.*, Case No. GD-14-020729, in the Court (the "Welborn Action"), each challenging the APL Transaction and each alleging that the Director Defendants had breached their fiduciary duties to APL's unitholders in connection with the APL Transaction and that APL, APL GP, ATLS, TRPLP, TRC, and other entities had aided and abetted those breaches, and each seeking, among other things, an order enjoining the APL Transaction. Similar lawsuits were filed challenging the ATLS Transaction.

On or about November 20, 2014, TRPLP filed with the Securities and Exchange Commission ("SEC") a Form S-4 Registration Statement in connection with the APL Transaction (the "Preliminary APL Proxy") containing the joint proxy statement of APL's and TRPLP's support of the APL Transaction, and TRC did likewise in connection with the ATLS Transaction.

On December 1, 2014, the Court consolidated the *Evin*, *Greenthal*, and *Welborn* Actions as the APL Action, *In re Atlas Pipeline Partners, L.P. Unitholder Litigation*, Case No. GD-14-019245, and appointed the law firm of Faruqi & Faruqi, LLP interim lead counsel for Plaintiffs in the APL Action. Also on that day, the Court consolidated the lawsuits filed by ATLS unitholders as *In re Atlas Energy, L.P. Unitholder Litigation*, Case No. GD-14-019658, in the Court of Common Pleas of Allegheny County, Pennsylvania (the "ATLS Action").

On December 3, 2014, Plaintiffs in the APL Action filed an Amended Consolidated Class Action Complaint expanding upon the breach of fiduciary duty allegations contained in the initial complaints underlying the APL Action and also including additional allegations that the Preliminary APL Proxy was materially misleading and failed to disclose material information.

On December 5, 2014, a sixth putative class action was filed in the Court, *Irving Feldbaum v. Atlas Pipeline Partners, L.P., et al.*, Case No. GD-14-22208 (the “*Feldbaum Action*”), naming essentially the same defendants, involving similar allegations, and seeking similar relief as the APL Action. On December 17, 2014, the Court consolidated the *Feldbaum Action* into the APL Action and named the law firms of Robbins Arroyo LLP and Faruqi & Faruqi, LLP (“Co-Lead Counsel”) as interim co-lead counsel in the APL Action.

On or about December 23, 2014, TRPLP filed with the SEC an amended preliminary registration statement on Form S-4/A that contained the joint proxy statements of APL’s and TRPLP’s support of the APL Transaction (the “Amended APL Preliminary Proxy”), and TRC did likewise in connection with the ATLS Transaction.

On or about January 20, 2015, TRPLP filed with the SEC a second amended preliminary registration statement on Form S-4/A that contained the joint proxy statements of APL’s and TRPLP’s support of the APL Transaction (the “Second Amended APL Preliminary Proxy”), and TRC did likewise in connection with the ATLS Transaction.

On or about January 22, 2015, TRPLP filed with the SEC a third amended preliminary registration statement on Form S-4/A (the “Third Amended APL Preliminary Proxy”), as well as a definitive proxy statement on Form 14A that contained APL’s and TRPLP’s support for the APL Transaction (the “Definitive Proxy Statement”), and TRC did likewise in connection with the ATLS Transaction.

The parties engaged in expedited discovery, including the review of thousands of pages of documents produced by ATLS and APL and the depositions of Jonathan Z. Cohen, Chairman of the Board of Directors of ATLS GP and Vice Chairman of the Board of Directors of APL GP; Tony C. Banks, a member of the Board of Directors of APL GP and Chairman of the APL GP Special Committee formed in connection with the APL Transaction; and Citigroup Global Markets Inc. Managing Director Michael Jamieson.

The Court entered a scheduling order in the APL Action, dated January 27, 2015, for expedited proceedings and set a preliminary injunction hearing for February 10, 2015.

The Tulsa Action was voluntarily dismissed on February 4, 2015.

After arm’s-length negotiations, the parties and their counsel reached an agreement in principle concerning the proposed settlement of the APL Action, which they memorialized in a Memorandum of Understanding, dated February 9, 2015.

Plaintiffs and Plaintiffs’ counsel have completed additional discovery following the execution of the Memorandum of Understanding to further confirm the fairness, reasonableness, and adequacy of the Settlement, including without limitation taking the deposition of a representative of Stifel, Nicolaus & Company, Inc., the financial advisor to the APL GP Special Committee for purposes of the APL Transaction.

Plaintiffs and Plaintiffs’ counsel believe, based on their review of the evidentiary record and their own investigation, that the terms contained in this Settlement Agreement are fair and adequate to both APL and its unitholders and that it is reasonable to pursue a settlement of the APL Action based upon the substantial disclosure benefits obtained herein given the uncertainty, risk, burden and expense of further litigation seeking greater relief.

The Transactions were consummated on February 27, 2015.

Following further negotiations, the parties entered into a Settlement Agreement on August 10, 2015.

On October 1, 2015, Plaintiffs submitted the Settlement Agreement to the Court and filed a motion seeking entry of a Preliminary Approval Order providing for, among other things, the issuance of this Notice to the Class; the scheduling of the Settlement Hearing; the provisional certification of the Class; and an injunction against the commencement or prosecution of any action by any member of the Class asserting any of the claims subject to the Settlement.

On October 28, 2015, the Court entered the Preliminary Approval Order.

Reasons for the Settlement

Plaintiffs state that they believe that they brought their claims in good faith and continue to believe that their claims have legal merit, but nevertheless believe that the terms contained in the Memorandum of Understanding and Settlement Agreement are fair and adequate to APL and its unitholders and that it is reasonable to pursue a settlement of the APL Action based upon the discovery taken in this matter and their investigation of the facts and circumstances relating to the Transactions.

Defendants each have denied, and continue to deny, that they have committed or aided and abetted in the commission of any violation of law or breaches of duty or engaged in any of the wrongful acts alleged in the APL Action, and expressly maintain that they diligently and scrupulously complied with any applicable fiduciary, disclosure, and other legal or contractual duties, that they did not misrepresent or fail to include any material information any of the proxies, and that they entered into the settlement solely to eliminate the uncertainty, risk, burden, and expense of further litigation.

The Settlement Terms

In consideration for the full and final settlement and release of all Released Claims and the dismissal with prejudice of the APL Action on the terms provided for in the Settlement Agreement, the Defendants agreed to provide supplemental disclosures concerning the Transactions in a February 11, 2015 filing with the SEC on Form 8-K (the "Supplemental Disclosures"). Without admitting any wrongdoing, Defendants agree that the pendency of the APL Action and the ATLS Action and the efforts of Plaintiffs' counsel and the ATLS Action plaintiffs' counsel were the sole cause for the dissemination of the Supplemental Disclosures. Notwithstanding the agreement to make the Supplemental Disclosures, Defendants deny that this additional information is material to APL unitholders or is otherwise required under any applicable state or federal law, statute, rule, regulation, or duty. Defendants made these disclosures in consideration of the release and other benefits described in the Settlement Agreement.

Plaintiffs' counsel has concluded, based on proceedings to date, that the proposed Settlement is fair and adequate and provided Class members with sufficient time to consider the Supplemental Disclosures prior to the vote on the APL Transaction, and recognizing the risk of further litigation, believes that it is reasonable to pursue the settlement of the APL Action based upon the procedures outlined in the Settlement Agreement and the benefits provided to the proposed Class.

The Settlement Hearing

The Settlement Hearing shall be held on January 21, 2016 at 9:30 a.m. ET, in the Court of Common Pleas of Allegheny County, 820 City-County Building, 414 Grant Street, Pittsburgh, PA 15219 to: (a) determine whether the conditional class certification herein should be made permanent and unconditional; (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (c) determine whether a Final Judgment and Order of Dismissal should be entered pursuant to the Settlement Agreement; (d) determine whether the Court should grant an injunction against the prosecution of any of the Released Claims; (e) consider Plaintiffs' counsel's application for an award of attorneys' fees and expenses; (f) consider any objections to the foregoing; and (g) rule on such other matters as the Court may deem appropriate.

The Court may adjourn and reschedule the Settlement Hearing, including the consideration of any or all of the matters mentioned above, without further notice of any kind other than oral announcement at the Settlement Hearing or any rescheduled date.

The Court may approve the Settlement with such modifications as may be consented to by the parties to the Settlement Agreement and without further notice to the Class. The Court may approve the Settlement, according to the terms and conditions of the Settlement Agreement, as it may be modified by the parties thereto, with or without further notice to Class members. Further, the Court may render its final judgment dismissing the APL Action and the Released Claims with prejudice (as provided in the Settlement Agreement), approving releases by Plaintiffs and the Class of claims against the Released Persons (defined below), and ordering the payment of attorneys' fees, costs and expenses, all without further notice.

Your Right to Appear and Object at the Settlement Hearing

If you object to the Settlement, the Final Judgment and Order of Dismissal to be entered in the APL Action as provided in the Settlement Agreement, Co-Lead Counsel's application for attorneys' fees and reimbursement of expenses, or if you otherwise wish to be heard, you may appear in person or by your attorney at the Settlement Hearing and present evidence or argument. To do so, however, you or your attorney must, no later than January 7, 2016, file with the Court and serve upon counsel listed below (a) a written notice of intention to appear; (b) proof of your membership in the Class; (c) a statement of your objections to any matters before the Court; (d) the grounds for such objections and the reasons that you desire to appear and be heard; and (e) all documents, writings or other materials you want the Court to consider. Such papers shall be filed with the Prothonotary of the Court and served upon the following counsel:

Co-Lead Counsel for Plaintiffs	Counsel for Defendants
Stuart J. Guber (PA. I.D. No. 60772) FARUQI & FARUQI 101 Greenwood Avenue, Suite 600 Jenkintown, PA 19046	Samuel W. Braver (PA I.D. No. 19682) Deborah A. Little (PA I.D. No. 44758) BUCHANAN INGERSOLL & ROONEY PC 301 Grant Street – 20th Floor One Oxford Centre Pittsburgh, PA 15219

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment or release entered thereon, the adequacy of the representation of the Class by Plaintiffs and their Co-Lead Counsel, any award of attorneys' fees, reimbursement of expenses or other payment, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents in the manner described above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

Your Right to Request Exclusion from the Class

A Class member may exclude himself or herself from the Settlement only as to those Released Claims relating to a claim for monetary damages arising out of the APL Transaction and not as to any other claims, including without limitation, claims for injunctive relief and claims concerning the adequacy of disclosures. If you wish to exclude yourself from the Class with respect to claims for monetary damages arising out of the APL Transaction, you or your attorney must submit a written request for exclusion from the Class that: (i) sets forth the name and address of the person or entity requesting exclusion; (ii) states that such person or entity requests exclusion from the Settlement to pursue an individual claim for monetary damages arising out of the APL Transaction and not as to any other claims, including without limitation, claims for injunctive relief and claims concerning the adequacy of disclosures; (iii) state the number of APL units held by the person or entity requesting exclusion on October 12, 2014; (iv) for each purchase, acquisition, or sale of APL limited partner units by the person or entity requesting exclusion between October 12, 2014 and February 27, 2015, state the date and number of units purchased/acquired/sold; (v) states the names in which the APL units are registered; and (vi) is signed and dated by the person or entity requesting exclusion ("Request for Exclusion"). A Request for Exclusion must be RECEIVED ON OR BEFORE January 7, 2016 and mailed by first class, priority or express mail to:

In re Atlas Pipeline Partners, L.P. Unitholder Litigation
 c/o Rust Consulting, Inc.
 Notice Administrator
 P.O. Box 2444
 Faribault, MN 55021-9140

Claims for monetary damages arising out of the APL Transaction by Class members who have filed valid and timely Requests for Exclusion from the Settlement (the "Excluded Claims") shall be excluded from the releases contemplated in the Settlement Agreement. Any such exclusion shall be effective only with respect to Excluded Claims. Class members may not seek exclusion for any other purpose. Each Class member shall be bound by all determinations and judgments in this lawsuit, including any releases provided for in the Final Judgment and Order of Dismissal, unless a Class member sends a valid and timely Request for Exclusion, in which case the Class member shall be bound by all determinations and judgments in this lawsuit, including any releases provided for in the Final Judgment and Order of Dismissal, except with respect to Excluded Claims.

The Final Judgment and Order of Dismissal

If the Court determines that the Settlement, as provided for in the Settlement Agreement, is fair, reasonable, adequate and in the best interests of the Class, the parties to the APL Action will ask the Court to enter a Final Judgment and Order of Dismissal, which will, among other things:

- a. approve the Settlement as fair, reasonable, adequate and in the best interests of the Class and direct consummation of the Settlement Agreement in accordance with its terms and conditions;
- b. unconditionally certify a Class pursuant to Pennsylvania Rule of Civil Procedure 1710, and designate Plaintiffs in the APL Action as the class representatives with Co-Lead Counsel as class counsel;
- c. determine that the requirements of the rules of the Court and due process have been satisfied in connection with this Notice;
- d. dismiss the APL Action with prejudice and grant the releases more fully described below in accordance with the terms and conditions of the Settlement Agreement; and
- e. permanently bar and enjoin Plaintiffs and all members of the Class from instituting, commencing or prosecuting any of the Released Claims.

Releases

The Settlement Agreement provides that upon final approval of the Settlement and in consideration of the benefits provided by the Settlement, the Court's Final Judgment and Order of Dismissal shall, among other things, provide for the full and complete dismissal with prejudice of the APL Action, and shall provide the releases described in detail below. The purpose

and effect of the releases are to broadly release all claims by members of the Class against all Defendants and their affiliates for any claims, whether now known or unknown, relating in any way to the Transactions.

In addition to the terms defined elsewhere, as used throughout this Notice, the capitalized terms listed below have the following meanings:

- “Released Claims” means any and all manner of claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, amounts, duties, suits, costs, expenses, matters, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including Unknown Claims that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, or common law, including the federal securities laws and any state disclosure law), by or on behalf of the Releasing Persons—whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity—against the Released Persons, which have arisen, could have arisen, arise now, or hereafter may arise out of or relate in any manner to the allegations, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions or any other matter, thing, or cause whatsoever, or any series thereof, embraced, involved, set forth or otherwise related to: (i) the Transactions, (ii) any actions, deliberations or negotiations in connection with the Transactions or any agreements, disclosures, or events related thereto, (iii) the consideration received by the Class members in connection with the Transactions, (iv) the fiduciary or other obligations of the Released Persons in connection with the Transactions, (v) the fees, expenses or costs incurred in prosecuting, defending or settling the APL Action, (vi) any of the allegations in any complaint or amendment(s) thereto filed in the APL Action, (vii) the APL Action or the action styled *In re Atlas Pipeline Partners, L.P. Unitholder Litigation*, Consolidated Case No. GD-14-019245 (Civil Division, Court of Common Pleas, Allegheny County, Pennsylvania), (viii) the APL Merger Agreement, the ATLS Merger Agreement, or any preliminary or definitive joint proxy statement or other disclosures filed or distributed to unitholders or stockholders in connection with the Transactions (including without limitation the Preliminary APL Proxy, the Amended APL Preliminary Proxy, the Second Amended APL Preliminary Proxy, the Third Amended APL Preliminary Proxy, the Definitive Proxy Statement, the Supplemental Disclosures, and any other materials related to the Transactions that have been or will be filed with the SEC), including without limitation any disclosures, non-disclosures or public statements made in connection with any of the foregoing, and (ix) any and all conduct by any of the Defendants or any of the other Released Persons arising out of or relating in any way to the negotiation or execution of the Memorandum of Understanding or Settlement Agreement; provided, however, that “Released Claims” shall not include any claims to enforce this Settlement Agreement nor any unaccrued claims under the federal securities laws arising solely from events, actions or omissions that occur following the closing of the Transactions that Plaintiffs or any member of the Class may have against TRPLP, solely in his, her, or its capacity as a unitholder of TRPLP (following the closing of the Transactions), which are unrelated to the Released Claims and have not been investigated by counsel for Plaintiffs.
- “Released Persons” means Defendants (or any Defendant), or any of their respective families, parent entities, controlling persons, associates, predecessors, successors, affiliates, or subsidiaries, and each and all of their respective past or present officers, directors, executives, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, auditors, investment bankers, commercial bankers, entities providing fairness opinions, underwriters, brokers, dealers, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, managers, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, and each of their respective affiliates, controlling persons, directors, officers, employees and agents.
- “Releasing Persons” means Plaintiffs, their heirs, representatives, or agents, or any member of the Class.
- “Unknown Claims” means any claim that a Releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement. This shall include a waiver of any rights pursuant to § 1542 of the California Civil Code (or any similar, comparable or equivalent provision) which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Persons acknowledge that members of the Class and/or other APL unitholders may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release and the Released Claims, but that it is their intention, as Plaintiffs and on behalf of the Class, to fully, finally, and forever settle and release any and all claims released hereby known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. Plaintiffs have acknowledged, and the members of the Class by operation of law shall be deemed to have acknowledged,

that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for, constitutes separate consideration for, and was a key element of the Settlement and was relied upon by each and all of the Defendants in entering into the Settlement Agreement. The Settlement is intended to extinguish all Released Claims, including Unknown Claims, and, consistent with such intentions, the Releasing Persons shall waive their rights to the extent permitted by state law, federal law, foreign law, or principle of common law, which may have the effect of limiting the releases set forth above.

- “Defendants’ Released Claims” means all claims (including Unknown Claims) arising out of, relating to, or in connection with, the institution, prosecution, assertion, settlement or resolution of the APL Action or the Released Claims; provided, however, that Defendants’ Released Claims shall not include any claims to enforce this Settlement.

Upon Final Approval of the Settlement, (i) the Releasing Persons shall be deemed to have fully and completely discharged, dismissed with prejudice, settled and released the APL Action and each and all of the Released Claims, (ii) a permanent injunction shall bar each and all of the Released Claims, and (iii) Defendants shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished, settled, extinguished, dismissed with prejudice, and discharged each and all of the Releasing Persons and all Plaintiffs’ counsel from the Defendants’ Released Claims.

Application for Attorneys’ Fees, Costs and Expenses

Plaintiffs’ counsel have not yet been paid for their work in prosecuting and securing a settlement in this matter. After agreeing on the terms of the Settlement described above, the parties negotiated the amount of attorneys’ fees, costs and expenses that would be paid to Plaintiffs’ counsel. As a result of those negotiations and, subject to final approval of the Settlement and such fees, costs, and expenses by the Court, APL, its successors and/or assigns, and/or its insurers, and/or the insurers of the Director Defendants has agreed to pay \$500,000.00 in cash to Co-Lead Counsel, on behalf of Plaintiffs’ counsel, for their attorneys’ fees, costs and expenses in the APL Action.

The Settlement, however, is not conditioned on the Court awarding such an amount, or any particular amount of attorneys’ fees, costs and expenses, and the Court may consider and rule upon the fairness, reasonableness and adequacy of the Settlement independently of any award of attorneys’ fees, costs and expenses.

Notice to Persons or Entities That Held Ownership on Behalf of Others

Brokerage firms, banks and/or other persons or entities who held units of APL at any time between October 12, 2014 and February 27, 2015 for the benefit of others are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

In re Atlas Pipeline Partners, L.P. Unitholder Litigation
c/o Rust Consulting, Inc.
Notice Administrator
P.O. Box 2444
Faribault, MN 55021-9140.

Scope of this Notice and Additional Information

This Notice is not all-inclusive. The references in this Notice to the pleadings in the APL Action, the Settlement Agreement, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the APL Action and the terms and conditions of the Settlement, including a complete copy of the Settlement Agreement, members of the Class are referred to the Court’s files. You or your attorney may examine the Court’s files during regular business hours at the Office of the Prothonotary, 414 Grant Street, First Floor, Pittsburgh, PA 15219-2469.

Questions or comments may be directed to Plaintiffs’ counsel. **PLEASE DO NOT CONTACT THE COURT DIRECTLY.**

Dated: November 10, 2015

DISTRIBUTED BY ORDER OF THE COURT
OF COMMON PLEAS OF ALLEGHENY
COUNTY, PENNSYLVANIA

EXHIBIT F

Appear (the "Notice"), to members of the Class defined as any and all record holders and beneficial owners of Auxilium common stock, their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who owned or held shares of Auxilium common stock at any time between and including November 5, 2013 through January 29, 2015, the date of the consummation of the Merger (the "Class Period").¹

MAILING OF NOTICE

3. On September 1, 2015, Auxilium's stock transfer agent, Broadridge, provided KCC with a list of 77 unique names and addresses of record holders during the Class Period.

4. On September 9, 2015, pursuant to the Scheduling Order entered by this Court on July 21, 2015, KCC mailed copies of the Notice by first-class mail to each of the 77 record holders. A sample of the Notice is attached hereto as Exhibit A.

5. As in most class actions of this nature, a large majority of potential class members are beneficial owners of the shares of a company's common stock whose securities are held in "street name" – *i.e.*, the securities are purchased by brokerage firms, banks, institutions and other third-party nominees in the name of the nominee, on behalf of the beneficial purchasers. KCC maintains a proprietary database with names and addresses of the largest and most common U.S. banks, brokerage firms, and nominees, including national and regional offices of certain nominees (the "Nominee Database").

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in the Scheduling Order, dated July 21, 2015.

KCC's Nominee Database is updated from time to time as new nominees are identified, and others go out of business. At the time of the initial mailing, the Nominee Database contained 1,086 mailing records. On September 9, 2015, KCC caused Notice to be mailed to the 1,086 mailing records contained in KCC's Nominee Database.

6. On September 11, 2015, KCC caused the Notice to be published by the Depository Trust Company ("DTC") on the DTC Legal Notice System ("LENS"). LENS enables participating banks and financial institutions to review the Notice and contact KCC for copies of the Notice for their beneficial holders.

7. The Notice requested those who held shares of Auxilium common stock at any time during the Class Period for the benefit of others to promptly send the Notice to all such beneficial owners. If additional copies of the Notice were needed for forwarding to such beneficial owners, any requests for such additional copies or provision of a list of names and mailing addresses of beneficial owners could be made to the notice administrator. If the broker or nominee chose the latter option, KCC caused the Notice to be mailed promptly to said beneficial owners.


8. As of October 28, 2015, KCC has received 27,178 names and addresses of potential Class Members (after exact duplicate mailing records were removed) from individuals, brokers, dealers, banks and other nominees requesting Notices to be mailed to such persons. Also, KCC has received requests from brokers and other nominees for 7,051 Notices to be sent to such brokers and nominees so that they could forward them to their customers. All such requests were promptly fulfilled.

9. As a result of the efforts described above, as of October 28, 2015, KCC has mailed a total of 35,514 Notices².




Markham Sherwood

SWORN AND SUBSCRIBED before me
this 28th day of October 2015.



Notary Public

² This figure includes 122 Notices that were initially returned by the United States Postal Service, but re-mailed based on updated addresses provided by the Postal Service or through address searches performed by KCC.

Exhibit A

**IN THE COURT OF COMMON PLEAS
OF CHESTER COUNTY, PENNSYLVANIA**

JAMES NOVAK, RAYMON HALL, JAMES
WERNICKE & SIDNEY GLICK, Individually
and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

AUXILIUM PHARMACEUTICALS, INC., ET AL.,

Defendants.

COURT OF COMMON PLEAS
CHESTER COUNTY,
PENNSYLVANIA

Lead Case No. 2014-07009-MJ

CLASS ACTION

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF COMMON STOCK OF AUXILIUM PHARMACEUTICALS INC. ("AUXILIUM" OR THE "COMPANY") WHO HELD SUCH STOCK AT ANY TIME DURING THE PERIOD BETWEEN AND INCLUDING NOVEMBER 5, 2013 TO JANUARY 29, 2015 (THE "CLASS PERIOD"), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS, AND TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS, AND TRANSFEREES, BUT EXCLUDING DEFENDANTS AND THEIR RESPECTIVE AFFILIATES AS TO THEIR OWN ACCOUNTS (I.E., ACCOUNTS IN WHICH THEY HOLD A PROPRIETARY INTEREST).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE "RELEASED CLAIMS" (AS DEFINED BELOW).

IF YOU WERE NOT THE BENEFICIAL HOLDER OF COMMON STOCK OF AUXILIUM BUT HELD SUCH STOCK FOR A BENEFICIAL HOLDER, READ THE SECTION BELOW ENTITLED "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS."

THE PURPOSE OF THIS NOTICE

The purpose of the Notice is to inform you of this lawsuit, a proposed settlement of the lawsuit (the "Settlement"), and a hearing to be held by the Court of Common Pleas of Chester County, Pennsylvania (the "Court"). The terms and conditions of the Settlement are set forth in the Stipulation and Agreement of Compromise, Settlement and Release dated June 29, 2015 (the "Stipulation"). The hearing will be held in the Court of Common Pleas of Chester County, 201 Market Street, West Chester, Pennsylvania, 19380, on November 9, 2015, at 1:30 p.m. (the "Settlement Hearing").

At the Settlement Hearing, the Court will be asked to:

- a. Determine whether the action captioned Novak, et al. v. Auxilium Pharm., Inc., et al., pending in the Court as Civil Action No. 2014-07009-MJ (the "Action") should be maintained as a class action and whether the Class (as defined below) should be certified permanently;
- b. Determine whether plaintiff Sidney Glick should be designated as class representative;
- c. Determine whether WeissLaw LLP (WeissLaw"), Brodsky & Smith, LLC ("Brodsky & Smith"), Rigrodsky & Long, PA ("Rigrodsky & Long"), and Newman Ferrara LLP ("Newman Ferrara") should be designated as class counsel;
- d. Determine whether the class representative and class counsel have adequately represented the interests of the Class in the Action;
- e. Determine whether the Stipulation, and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable, and adequate and should be approved by the Court;
- f. Determine whether an Order and Final Judgment should be entered dismissing the Action and releasing the claims described below;
- g. Hear and rule on any objections to the Settlement;
- h. Consider the application of class counsel for an award of attorneys' fees and expenses; and
- i. Rule on other such matters as the Court may deem appropriate.

If you are a Class Member (as defined below), this Notice will inform you of how, if you so choose, you may enter your appearance in the Action or object to the proposed Settlement and have your objection heard at the Settlement Hearing.

BACKGROUND OF THE LAWSUIT

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS ACTION.

On July 21, 2014, a putative class action was filed in this Court by a stockholder of Auxilium Pharmaceuticals Inc. ("Auxilium"), against Rolf A. Classon, Adrian Adams, Peter Brandt, Oliver S. Fetzer, Paul A. Friedman, Nancy S. Lurker, William T. McKee (collectively "the Individual Defendants"), and QLT Inc., QLT Holding Corp. and QLT Acquisition Corp. ("QLT") challenging a proposed merger between Auxilium and QLT, captioned Novak v. Auxilium Pharm., No. 2014-07009-MJ (Chester County Ct. C.P.) (the "Novak Action" or the "Action").

On July 25, 2014, a putative class action was filed in this Court by a stockholder of Auxilium bringing substantially similar claims against the same defendants, captioned Hall v. Auxilium Pharm., No. 2014-07164-MJ (Chester Cty. Ct. C.P.) (the "Hall Action").

On July 28, 2014, a putative class action was filed in this Court by stockholder of Auxilium was filed bringing substantially similar claims against the same defendants, captioned Wernicke v. Auxilium Pharm., No. 2014-07195-MJ (Chester Cty. Ct. C.P.) (the "Wernicke Action").

On August 21, 2014, Plaintiff Hall filed an amended complaint in the Hall Action.

On August 25, 2014, Plaintiff Novak filed an amended complaint in the Novak Action.

On October 8, 2014, Auxilium and Endo International PLC ("Endo") announced that they had entered into a definitive merger agreement ("Merger Agreement") pursuant to which Endo would acquire all of the outstanding shares of Auxilium common stock for per-share consideration of \$33.25 in a cash and stock transaction (the "Merger").

On October 9, 2014, Auxilium announced that it had terminated the proposed business combination with QLT.

On November 17, 2014, Endo filed with the United States Securities and Exchange Commission (the "SEC") a Registration Statement on Form S-4 (together with any exhibits and annexes attached thereto, and as amended or supplemented from time to time, the "Registration Statement") concerning the Merger that included a preliminary proxy statement (together with any exhibits and annexes attached thereto, the "Preliminary Proxy Statement");

On December 1, 2014, a putative class action was filed in this Court by a stockholder of Auxilium against Auxilium, the Individual Defendants, and the Endo Defendants (together with Auxilium and the Individual Defendants, "Defendants") challenging the Merger, captioned Glick v. Auxilium Pharm., No. 2014-07009-MJ (Chester County Ct. C.P.) (the "Glick Action").

On December 10, 2014, Endo filed with the SEC an amended Registration Statement on Form S-4 concerning the Merger that included a revised Preliminary Proxy Statement.

On December 18, 2014, Plaintiffs served their First Request for Production of Documents and Things to All Defendants.

On December 24, 2014, Auxilium filed with the SEC a definitive proxy statement on Schedule 14A concerning the Merger (together with any exhibits and annexes attached thereto, the "Definitive Proxy Statement" and, together with the Preliminary Proxy Statement, the "Proxy Statements")

On December 31, 2014, subject to the terms of the Stipulation and Proposed Order Governing the Production and Exchange of Confidential Information that the Parties negotiated and then filed with this Court on January 6, 2015, Auxilium began its production of documents in response to Plaintiffs' First Request for Production of Documents and Things to All Defendants, including board and transaction committee minutes and financial advisor presentations.

Plaintiffs, through their counsel on January 5, 2015, sent a letter to counsel for Defendants regarding their settlement demands, including, among other things, the disclosure of certain allegedly material information concerning the Merger;

Counsel for the Parties then engaged in arm's-length discussions and negotiations concerning a possible settlement of the Action based on Plaintiffs' demand for further disclosure to Auxilium stockholders in connection with the stockholder vote on the Merger.

On January 16, 2015, after arm's-length negotiations, the Parties to the Action reached an agreement-in-principle concerning a proposed settlement of the Action, and, through their respective counsel, executed a Memorandum of Understanding (the "MOU") memorializing the in-principle settlement on terms and conditions substantially similar to those set forth in the Stipulation, as Exhibit A to the MOU, certain additional disclosures to be made by Auxilium in a Form 8-K to be filed with the SEC (the "Supplemental Disclosures").

In connection with settlement discussions and negotiations leading to the execution of the MOU, counsel for the Parties to the Action did not discuss the appropriateness or amount of any application by Plaintiffs' counsel for an award of attorneys' fees and expenses, and no discussions concerning the amount of any attorneys' fees or expenses were conducted in connection with the Action until all of the other terms of the Stipulation had been agreed upon.

On January 16, 2015, Auxilium filed with the SEC a Form 8-K containing the Supplemental Disclosures.

On January 26, 2015, the Court held a status conference during which it directed plaintiff James Novak to file a second amended complaint in the Novak Action, on behalf of plaintiff Novak as well as plaintiffs Hall, Wernicke, and Glick.

Auxilium stockholders approved the Merger at a special meeting on January 27, 2015 ("Special Meeting").

The Merger was consummated on January 29, 2015.

On February 19, 2015, the parties entered into a stipulation that plaintiff James Novak would file a second amended complaint in the Novak action, on behalf of plaintiff Novak as well as plaintiffs Hall, Wernicke, and Glick, which the Court entered on February 23, 2015.

On March 3, 2015 Plaintiffs filed a second amended complaint in the Action (the "Complaint") challenging the Merger.

Subsequent to the execution of, and as a material term to the MOU, Defendants provided Plaintiffs with additional discovery to confirm the fairness and adequacy of the Settlement and the disclosures relating to the Merger. In addition, Plaintiffs' Counsel conducted the deposition of David Levin, a representative from Deutsche Bank Securities Inc., a financial advisor to Auxilium in connection with the Merger, on April 2, 2015, and of William McKee, a member of Auxilium's board of directors and the transaction committee of the board, on April 20, 2015. Plaintiffs and their respective counsel believe that the additional discovery confirms the fairness and adequacy of the Settlement.

Plaintiffs maintain that their claims asserted in the Action have substantial merit, and are settling them only because they believe that the Settlement provided Auxilium's stockholders with a substantially improved opportunity to cast a fully informed vote on the Merger. Plaintiffs' entry into this Stipulation is not an admission or concession as to the lack of merit of any claims in the Action. Plaintiffs' counsel believes, having had the benefit of the discovery materials, its own investigation and consultations with an independent financial and valuation expert, that the terms contained in the Stipulation are fair and adequate to both Auxilium and its stockholders and that it is reasonable to pursue the Settlement of the Action based upon the procedures outlined in the Stipulation and the substantial benefits and protections offered therein.

Each of the Defendants has denied and continues to deny, that he, she, or it committed or aided and abetted the commission of any breach of duty or violation of law, or engaged in any of the wrongful acts alleged in the Complaint, and expressly maintains that he, she, or it diligently and scrupulously complied with his, her, or its fiduciary and other legal duties and is entering into this Settlement solely to eliminate the burden, expense, distraction, and uncertainties inherent in further litigation.

The Stipulation entered into by the Parties on June 29, 2015, states all of the terms of the Settlement and resolution of the Action, and is intended by the Parties to fully and finally compromise, resolve, discharge, and settle the Released Claims, as defined herein, subject to the approval of the Court (the "Settlement"). The Stipulation (together with the Exhibits thereto) has been duly executed by counsel for the Parties on behalf of their respective clients, and reflects the final and binding agreement between the Parties.

On July 21, 2015, the Court entered a Scheduling Order providing for, among other things, the preliminary certification of the Class, the scheduling of the Settlement Hearing, and the mailing of this Notice to the Class, a stay of the Action pending a hearing on the proposed Settlement, and an injunction against the commencement or prosecution of any action by any Class Member asserting any of the claims subject to the Settlement of the Action.

THE SETTLEMENT OF THIS ACTION, IF APPROVED BY THE COURT ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, BUT NOT BE LIMITED TO, A RELEASE OF ALL CLAIMS ASSERTED IN OR RELATED TO THE ACTION.

THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFFS AGAINST, OR THE DEFENSES OF, THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

DEFINITIONS

1. The following capitalized terms shall have the meanings specified below:

- (a) "Class" means a non opt-out class pursuant to Pennsylvania Rule of Civil Procedure 1702, which shall include any and all record holders and beneficial owners of Auxilium common stock (excluding the Defendants and their affiliates, immediate family members, legal representatives, heirs, successors, or assigns and any entity in which any Defendant has a controlling interest), their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any Person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who owned or held shares of Auxilium common stock at any time between and including November 5, 2013 through January 29, 2015.
- (b) "Class Member" means any member of the Class.
- (c) "Court Approval" means entry of the Judgment.
- (d) "Effective Date" means the first business day following the date the Judgment becomes final and unappealable, whether by affirmance on or exhaustion of any possible appeal or review, writ of certiorari, lapse of time, or otherwise; provided, however, that the finality of any Judgment shall not be affected by any appeal or other proceeding solely regarding an application for attorneys' fees and expenses.
- (e) "Fee Award" means an award to Plaintiffs' Counsel in the Court for attorneys' fees and expenses in connection with the Action.
- (f) "Judgment" means the Order and Final Judgment to be entered in the Action substantially in the form attached as Exhibit C to the Stipulation.
- (g) "Parties" means Plaintiffs and Defendants.

- (h) “Person” means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government, and any political subdivision thereof, or any other type of business or legal entity.
- (i) “Released Claims” means (1) all claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, fixed or contingent, including Unknown Claims, whether individual, direct, class, derivative, representative, legal, equitable or any other type, that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, statutory, regulatory, common law or other law or rule, including the federal securities laws and any state disclosure law) by any Releasing Person against any Released Person which have arisen, could have arisen, arise now or hereafter may arise out of or relate to the acts, events, facts, matters, transactions, occurrences, statements, or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to or which could have been raised in the Action and/or in any way arise out of, are based upon, relate to, or concern (a) the Merger; (b) the QLT Transaction; (c) any actions, deliberations or negotiations in connection with the consideration or negotiation of the Merger or the QLT Transaction; (d) the consideration received or to be received by members of the Class in connection with the Merger and the consideration proposed to have been received by members of the Class in connection with the QLT Transaction; (e) disclosures made concerning the Merger and the QLT Transaction, including but not limited to disclosures made in public filings with the SEC and any oral statements related directly or indirectly to the Merger or the QLT Transaction; (f) the fiduciary duties of any of the Defendants in connection with the Merger; (g) any other allegation in any complaint or amended complaint, including any amended complaint filed in the future, in the Action; (h) the defense or settlement of the Action; and (2) any actions currently pending against the Released Persons relating to the Released Claims; provided, however, that the Released Claims shall not extend to (i) any claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law of the State of Delaware by Auxilium stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights; (ii) any claims relating to the enforcement of the Settlement or the Stipulation; (iii) any claims belonging to Defendants against each other, including but not limited to indemnification and advancement obligations pursuant to applicable law or Auxilium’s, Endo’s, Endo U.S.’s or Avalon’s certificates of incorporation or bylaws or pursuant to any contract; or (iv) any claims belonging to Defendants against their insurers.
- (j) “Released Persons” means Defendants, or any of their respective families, parent entities, controlling Persons, associates, affiliates or subsidiaries, and each and all of their respective past or present officers, past or present directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors (including, specifically and without limitation, Deutsche Bank Securities Inc, Morgan Stanley & Co. LLC, Citigroup Global Markets Inc, and Houlihan Lokey Financial Advisors, Inc.), consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, insurers, underwriters, brokers, dealers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns.
- (k) “Releasing Persons” means Plaintiffs or any Class Member.

- (l) "Settlement Hearing" means the hearing to be held by the Court to determine whether to certify the Class for settlement purposes, whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, whether the proposed Settlement should be approved as fair, reasonable and adequate, whether all Released Claims should be dismissed with prejudice, whether an Order and Judgment approving the Settlement should be entered, and whether and in what amount any award of attorneys' fees and expenses should be paid to Plaintiffs' Counsel by Auxilium or its successor in interest or their respective insurer(s).
- (m) "Unknown Claims" means any claim that a Releasing Person does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Persons, Plaintiffs, Plaintiffs' Counsel or any Class Member, including without limitation those which, if known, might have affected the decision to enter into the Settlement.

REASONS FOR THE SETTLEMENT

2. Plaintiffs and their counsel believe, following their analysis of the strengths and weaknesses of their case, including review and analysis of certain confidential non-public documents concerning the fairness of the Merger Consideration, in conjunction with their independent financial expert, that with the inclusion of the Supplemental Disclosures, the terms contained in the Stipulation are fair and adequate to both Auxilium and its stockholders and that it is reasonable to pursue the Settlement of the Action based upon the procedures outlined herein and the substantial benefits and protections offered herein.
3. Each of the Defendants has denied, and continues to deny, that he, she, or it committed or aided and abetted the commission of any breach of duty or violation of law, or engaged in any of the wrongful acts alleged in the Complaint, and expressly maintains that he, she, or it diligently and scrupulously complied with his, her, or its fiduciary and other legal duties and is entering into the Settlement solely to eliminate the burden, expense, distraction and uncertainties inherent in further litigation.

THE SETTLEMENT TERMS

4. In consideration of the full and final settlement and dismissal with prejudice and without costs of the Action and the release of any and all Released Claims by Plaintiffs and the Class:
- a. Auxilium included the Supplemental Disclosures in a Form 8-K, filed with the SEC on January 16, 2015. Plaintiffs' Counsel reviewed and approved the Supplemental Disclosures before they were filed with the SEC.
 - b. Without admitting any wrongdoing or that any of the Supplemental Disclosures were material or required to be made, Defendants acknowledge that the filing and prosecution of the Action and discussions with Plaintiffs' Counsel were the sole cause of the decision to make the Supplemental Disclosures, which contains information sought in the Complaint.
 - c. Auxilium (or any successor entity) shall pay all reasonable costs and expenses incurred in providing notice of the Settlement to the Class.

CLASS CERTIFICATION DETERMINATION

5. On July 21, 2015, the Court entered an Order (the "Scheduling Order") preliminarily certifying, for settlement purposes only, a non opt-out class, pursuant to Pennsylvania Rules of Civ. P. 1700 et seq., consisting of the Class Members.
6. At the Settlement Hearing, the Court will determine, among other things, whether (i) the Class contemplated in the Action is so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class; (iii) the claims of the representative plaintiff are typical of the claims of the Class; (iv) the representative plaintiff has fairly and adequately protected the interests of the Class; and (v) the Action otherwise complies with Pennsylvania Rules of Civ. P. 1700 et seq.

THE ORDER AND FINAL JUDGMENT

7. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the Parties will ask the Court to enter the Order and Final Judgment, which will, among other things:
- a. Make final the Court's previous determination to provisionally certify the Class pursuant to Pennsylvania Rules of Civ. P. 1702 for purposes of the Settlement;
 - b. Approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class and direct consummation of the Settlement in accordance with its terms and conditions;
 - c. Determine that the requirements of the rules of the Court, due process, and applicable law have been satisfied in connection with this Notice;
 - d. Dismiss the Action with prejudice on the merits and without costs and grant the releases more fully described in the Section below entitled "Releases," said dismissal subject only to compliance by the Parties with the terms and conditions of the Stipulation and any order of the Court concerning the Stipulation; and
 - e. Permanently bar and enjoin Plaintiffs and all Class Members from commencing, instituting, or prosecuting any of the Released Claims against any of the Released Persons.

RELEASES

8. In consideration of the benefits provided by the Settlement, the Court's Judgment shall, among other things, provide for the full and complete dismissal of the Action with prejudice on the merits and provide for the following releases (the "Releases"):
- a. As of the Effective Date, the Action and the Released Claims shall be dismissed with prejudice, on the merits and without costs, except as provided herein; and
 - b. As of the Effective Date, the Releasing Persons and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns, shall fully, finally and forever release, settle and discharge the Released Persons from and with respect to all Released Claims, and will be forever barred and enjoined from commencing, instituting, or prosecuting any action or other proceeding, in any forum, asserting any Released Claims against any of the Released Persons; provided, however, that the release of Defendants shall not include Plaintiffs' and Plaintiffs' counsel's rights to enforce the Settlement. The releases contemplated in the Settlement and Stipulation extend to Unknown Claims.
9. Additionally, the Stipulation provides that the Released Persons and Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those they now know or believe to be true with respect to the Released Claims, but that it is the Released Persons' and Plaintiffs' intention and, by operation of law, the intention of the members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Released Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Releasing Persons shall be deemed to relinquish, to the extent applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision or principle of common law in any jurisdiction), which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Persons shall be deemed to waive any and all provisions, rights, and benefits conferred by any law of the United States, or any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542. The Parties agree that the release of Unknown Claims was separately bargained for and that this release is integral to and a key part of the Stipulation, the MOU, and the Settlement.

10. Additionally, the Stipulation provides that the Released Persons and Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are included in the definition of "Released Claims," and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by each and all of the Parties to the Action in entering into the Stipulation.
11. If (a) the Court does not enter the Judgment in substantially the form of Exhibit C, (b) the Court enters the Judgment but on or following appellate review the Judgment is modified or reversed in any material respect, or (c) any of the other conditions of this Stipulation is not satisfied, the Order and Final Judgment, the Stipulation and the Settlement shall be null and void and of no further force or effect, unless counsel for each of the Parties, within ten (10) business days from receipt of such ruling or event, agree in writing with counsel for the other Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all Parties in their sole judgment and discretion may agree. For purposes of this Paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs, and expenses awarded by the Court to Plaintiffs' counsel shall be deemed a material modification of the Judgment or this Stipulation.

THE SETTLEMENT HEARING

12. The Court has scheduled a Settlement Hearing which will be held on November 9, 2015, at 1:30 p.m., in the Courtroom No. 11, 201 W. Market Street, West Chester, PA 19380-0989 as described previously in this Notice.
13. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind to the Class, and retains jurisdiction over this Action, the Parties, and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.
14. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class, and retains jurisdiction over this Action, the Parties, and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING

15. Any Class Member who objects to the Settlement, Order and Final Judgment to be entered in the Action, or Plaintiffs' Counsel's application for attorneys' fees and expenses or who otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings, or other documents submitted by any person shall be considered by the

Court unless not later than October 30, 2015, which is ten (10) calendar days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written and signed notice of intention to appear that states the name, address, and telephone number of the objector and, if represented, his, her, or its counsel; (b) a statement of such person's objections to any matters before the Court; (c) the grounds for such objections and the reasons that such person desires to appear and be heard; (d) documentation evidencing membership in the Class; and (e) all documents or writings such person desires the Court to consider. Such filings must be served upon the following counsel by hand delivery, overnight mail, or electronic filing:

Evan Smith
 Marc Ackerman
 BRODSKY & SMITH, LLC
 Two Bala Plaza, Suite 510
 Bala Cynwyd, PA 19004

Richard Acocelli
 Michael Rogovin
 Kelly Keenan
 WEISSLAW LLP
 1500 Broadway, 16th Floor
 New York, NY 11036

John L. Hardiman
 SULLIVAN & CROMWELL LLP
 125 Broad Street
 New York, NY 10004

Matthew A. White (PA Bar No. 55812)
 BALLARD SPAHR LLP
 1735 Market Street, 51st Floor
 Philadelphia, PA 19103-7599

James D. Pagliaro
 Zachary M. Johns
 MORGAN LEWIS & BOCKIUS LLP
 1701 Market Street
 Philadelphia, PA 19103-2921

Tariq Mundiya
 Sameer Advani
 WILLKIE FARR & GALLAGHER LLP
 787 Seventh Avenue
 New York, NY 10019-6099

and must also be contemporaneously filed with the Prothonotary's Office, Court of Common Pleas of Chester County, 201 W. Market Street, Suite 1425, P.O. Box 2746, West Chester, PA 19380-0989.

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Plaintiffs' Counsel, or any award of attorneys' fees or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or in any other action or proceeding. Any Class Member who does not object to the Settlement or the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses (described below) or to any other matter stated above need not do anything.

ATTORNEYS' FEES

16. Plaintiffs' Counsel intend to petition the Court for a Fee Award (the "Fee Application"). Defendants reserve the right to oppose such Fee Application.
17. Resolution of the Fee and Expense Award shall not be a precondition to the Settlement or to the dismissal with prejudice of the Action. Any disapproval or modification of the application for an award of attorneys' fees or reimbursement of and/or expenses by the Court or on appeal shall not affect or delay the enforceability of the Stipulation. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses.

SCOPE OF THIS NOTICE AND FURTHER INFORMATION

18. The foregoing description of the Settlement Hearing, the Action, the terms of the proposed Settlement and other matters described herein do not purport to be comprehensive. Accordingly, members of the Class are referred to the documents filed with the Court in the Action, including the Stipulation, which are available for inspection at the Court of Common Pleas of Chester County, 201 W. Market Street, Suite 1425, P.O. Box 2746, West Chester, PA 19380-0989, during regular business hours of each business day. **PLEASE DO NOT WRITE OR CALL THE COURT.** Inquiries or comments about the Settlement, other than requests for additional copies of this Notice, may be directed to the attention of Plaintiffs' Counsel as follows:

Evan Smith
Marc Ackerman
BRODSKY & SMITH, LLC
Two Bala Plaza, Suite 510
Bala Cynwyd, PA 19004

Richard Acocelli
Michael Rogovin
Kelly Keenan
WEISLAW LLP
1500 Broadway, 16th Floor
New York, NY 11036

**NOTICE TO PERSONS OR ENTITIES
HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Auxilium on behalf of a Class Member are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to

Auxilium Pharmaceuticals Shareholder Settlement
Notice Administrator
c/o KCC Class Action Services
P.O. Box 40008
College Station, TX 77842-4008
Email: AuxiliumPharmShareholderSettlement@kccllc.com

You may also furnish the names and addresses of your beneficial owners in writing to the Notice Administrator identified below, who will then be responsible for sending the Notice to such beneficial holders.

Auxilium Pharmaceuticals Shareholder Settlement
Notice Administrator
c/o KCC Class Action Services
P.O. Box 40008
College Station, TX 77842-4008
Email: AuxiliumPharmShareholderSettlement@kccllc.com

Dated: September 8, 2015

BY ORDER OF THE COURT
/s/ Edward Griffith
The Honorable Edward Griffith

EXHIBIT G

CUSTODIAN/ESCROW AGREEMENT

This Custodian/Escrow Agreement dated December 28, 2023, is made among Bailey & Glasser (“Class Counsel”), Buckley, Brion, McGuire & Morris LLP and Lamb McErlane PC (collectively, “Defense Counsel”), and **THE HUNTINGTON NATIONAL BANK**, as Custodian/Escrow agent (“Custodian/Escrow Agent”).

Recitals

A. This Custodian/Escrow Agreement governs the deposit, investment and disbursement of the settlement funds that, pursuant to the Stipulation of Settlement (the “Settlement Agreement”) dated December 28, 2023, attached hereto as Exhibit A, entered into by, among others, Class Counsel on behalf of the Lead Plaintiffs and Defense Counsel on behalf of the Defendants, will be paid to settle the class action captioned *Your Towne Builders, Inc. v. Manheim Township*, pending in the Court of Common Pleas of Lancaster County, Pennsylvania (the “Court”).

B. Pursuant to the terms of the Settlement Agreement, the Defendants have agreed to pay or cause to be paid the total amount of \$4,000,000 in cash (the “Settlement Amount”) in settlement of the claims brought against the Defendants in the Class Action.

C. The Settlement Amount, together with any interest accrued thereon, is to be deposited into Custodian/Escrow and used to satisfy payments to Authorized Claimants, payments for attorneys’ fees and expenses, payments for tax liabilities, and other costs pursuant to the terms of the Settlement Agreement.

D. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

Agreement

1. Appointment of Custodian/Escrow Agent. The Custodian/Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Amount upon the terms and conditions provided in this Custodian/Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof.

2. The Custodian/Escrow Account. The Custodian/Escrow Agent shall establish and maintain one or more Custodian/Escrow accounts titled as Manheim Township Class Action Settlement Fund (the “Custodian/Escrow Account”). Pursuant to the Settlement Agreement, the Defendants shall cause the Settlement Amount to be deposited into the Custodian/Escrow Account on the date of the Settlement Agreement. Custodian/Escrow Agent shall receive the Settlement Amount into the Custodian/Escrow Account; the Settlement Amount and all interest accrued thereon shall be referred to herein as the “Settlement Fund.” The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Custodian/Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement and in orders of the Court approving the disbursement of the Settlement Fund.

3. Investment of Settlement Fund. At the written direction of Class Counsel, Custodian/Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendants shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Custodian/Escrow Agent.

4. Custodian/Escrow Funds Subject to Jurisdiction of the Court. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Fund shall be distributed, pursuant to the Settlement Agreement and on further order(s) of the Court.

5. Tax Treatment & Report. The Settlement Fund shall be treated at all times as a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. Class Counsel and, as required by law, the Defendants, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the “relation-back election” under Treas. Reg. § 1.468B-1(j)(2) if necessary to the earliest permitted date. For purposes of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” of the Settlement Fund shall be Class Counsel. Class Counsel shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. Class Counsel shall timely and properly prepare and file any informational and other tax returns necessary or advisable with respect to the Settlement Funds and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).

6. Tax Payments of Settlement Fund. All Taxes with respect to the Settlement Fund, as more fully described in the Settlement Agreement, shall be treated as and considered to be a cost of administration of the Settlement Fund and the Custodian/Escrow Agent shall timely pay such Taxes out of the Settlement Fund without prior order of the Court, as directed by Class Counsel. Class Counsel shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law. The Class Counsel may engage an accounting firm or tax preparer to assist in the preparation of any tax reports or the calculation of any tax payments due as set forth in Sections 5 and 6, and the expense of such assistance shall be paid from the Settlement Fund by the Custodian/Escrow Agent at Class Counsel’s direction. The Settlement Fund shall indemnify and hold the Defendants harmless for any taxes that may be deemed to be payable by the Defendants by reason of the income earned on the Settlement Fund, and Custodian/Escrow Agent, as directed by Class Counsel, shall establish such reserves as are necessary to cover the tax liabilities of the Settlement Fund and the indemnification obligations imposed by this paragraph. If the Settlement Fund is returned to the Defendants pursuant to the terms of the Settlement Agreement, the Defendants shall provide Custodian/Escrow Agent with a properly completed Form W-9.

7. Disbursement Instructions

(a) Class Counsel may, upon the Court's preliminary approval of the Settlement Agreement, instruct Custodian/Escrow Agent to disburse the funds necessary to pay Notice and Administration Expenses.

(b) Disbursements other than those described in paragraph 7(a), including disbursements for distribution of Class Settlement Funds, must be authorized by an order of the Court.

(c) In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Custodian/Escrow Agent will seek confirmation of such instructions by telephone call back when new wire instructions are established to the person or persons designated in subparagraphs (a) and (b) above only if it is reasonably necessary, and Custodian/Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. It will not be reasonably necessary to seek confirmation if Custodian/Escrow Agent receives written letters authorizing a disbursement from each of the law firms required in subparagraphs (a) and (b), as applicable, on their letterhead and signed by one of the persons designated in subparagraphs (a) and (b). To assure accuracy of the instructions it receives, Custodian/Escrow Agent may record such call backs. If Custodian/Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Custodian/Escrow Agent. Class Counsel and Defense Counsel agree to notify Custodian/Escrow Agent of any errors, delays or other problems within 30 days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of Custodian/Escrow Agent's error, Custodian/Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

(d) The Custodian/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian/Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees; (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian/Escrow Agent, including, without limitation, the risk of the Custodian/Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian/Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Custodian/Escrow Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

8. Termination of Settlement. If the Settlement Agreement terminates in accordance with its terms, Class Counsel and the Defendants shall jointly notify Custodian/Escrow Agent of the termination of the Settlement Agreement. Upon such notification, the balance of the Settlement Fund, together with any interest earned thereon, less any Notice and Administration Expenses paid and actually incurred in accordance with the terms of the Settlement Agreement but not yet paid, and any unpaid Taxes due, as determined by Class Counsel and the Defendants, shall be returned to the Defendants in accordance with instruction from the Defendants' Counsel.

9. Fees. The Custodian/Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached as Exhibit B. All fees and expenses of Custodian/Escrow Agent shall be paid solely from the Settlement Fund. The Custodian/Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment by Class Counsel. If Custodian/Escrow Agent is asked to provide additional services, such as the preparation and administration of payments to Authorized Claimants, a separate agreement and fee schedule will be entered into.

10. Duties, Liabilities and Rights of Custodian/Escrow Agent. This Custodian/Escrow Agreement sets forth all of the obligations of Custodian/Escrow Agent, and no additional obligations shall be implied from the terms of this Custodian/Escrow Agreement or any other agreement, instrument or document.

(a) Custodian/Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by Class Counsel or Counsel for the Defendants, as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. Custodian/Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Custodian/Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Custodian/Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Custodian/Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Custodian/Escrow Account only (i) upon approval by Class Counsel and the Defendants or (ii) pursuant to an order of the Court.

(c) The Custodian/Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.

(d) Custodian/Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.

(e) Custodian/Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Custodian/Escrow Agreement. The Custodian/Escrow Agent will be indemnified by the Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Custodian/Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Custodian/Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Custodian/Escrow Agent of, any of the Custodian/Escrow Agent's duties under this Agreement, except as a result of the Custodian/Escrow Agent's bad faith, willful misconduct or gross negligence.

(f) Upon distribution of all of the funds in the Custodian/Escrow Account pursuant to the terms of this Custodian/Escrow Agreement and any orders of the Court, Custodian/Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Custodian/Escrow Agreement, except as otherwise specifically set forth herein.

(g) In the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, the Custodian/Escrow Agent shall be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Custodian/Escrow Agent a party to same.

11. Non-Assignability by Custodian/Escrow Agent. Custodian/Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of Class Counsel and the Defendants.

12. Resignation of Custodian/Escrow Agent. Custodian/Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Custodian/Escrow Agreement herein. On the effective date of such resignation, Custodian/Escrow Agent shall deliver this Custodian/Escrow Agreement together with any and all related instruments or documents and all funds in the Custodian/Escrow Account to the successor Custodian/Escrow Agent, subject to this Custodian/Escrow Agreement. If a successor Custodian/Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Custodian/Escrow Agent may petition the Court for the appointment of a successor Custodian/Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Custodian/Escrow Agreement.

13. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, facsimile, electronic mail or overnight courier service, addressed as follows:

If to Class Counsel: Bart D. Cohen
Bailey & Glasser, LLP
1622 Locust Street
Philadelphia, PA 19103
(267) 973-4855
bcohen@baileyglasser.com

If to Defendants: Warren E. Kampf
Buckley, Brion, McGuire & Morris LLP
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Counsel for the Township of Manheim

Scot R. Withers
Lamb McErlane PC
24 East Market Street, Box 565
West Chester, PA 19381-0565
(610) 430-8000
swithers@lambmcerlane.com

Counsel for Manheim Township General Municipal Authority

If to Custodian/Escrow Agent: THE HUNTINGTON NATIONAL BANK
Rose K. Clark, Vice President
2 Great Valley Parkway, Suite 300
Malvern, PA 19355
Telephone: (215) 430-5289
E-mail: rose.kohles@huntington.com

Susan Brizendine, Trust Officer
Huntington National Bank
7 Easton Oval – EA5W63
Columbus, Ohio 43219
Telephone: (614) 331-9804
E-mail: susan.brizendine@huntington.com

14. Patriot Act Warranties. Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56), as amended, modified or supplemented from time to time (the “Patriot Act”), requires financial institutions to obtain, verify and record information that identifies each person or legal entity that opens an account (the "Identification Information"). The parties to this Custodian/Escrow Agreement agree that they will provide the Custodian/Escrow Agent with such Identification Information as the Custodian/Escrow Agent may request in order for the Custodian/Escrow Agent to satisfy the requirements of the Patriot Act.

15. Entire Agreement. This Custodian/Escrow Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the parties hereto. Any modification of this Custodian/Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Custodian/Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

16. Governing Law. This Custodian/Escrow Agreement shall be governed by the law of the State of Ohio in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Custodian/Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Custodian/Escrow Agent may commence pursuant to this Custodian/Escrow Agreement for the appointment of a successor Custodian/Escrow agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

17. Termination of Custodian/Escrow Account. The Custodian/Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Custodian/Escrow Agreement.

18. Miscellaneous Provisions.

(a) Counterparts. This Custodian/Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Custodian/Escrow Agreement.

(b) Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Custodian/Escrow Agent may request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Custodian/Escrow Agreement in order (a) to give Custodian/Escrow Agent confirmation and assurance of Custodian/Escrow Agent's rights, powers, privileges, remedies and interests under this Agreement and applicable law, (b) to better enable Custodian/Escrow Agent to exercise any such right, power, privilege or remedy, or (c) to otherwise effectuate the purpose and the terms and provisions of this Custodian/Escrow Agreement, each in such form and substance as may be acceptable to Custodian/Escrow Agent.

(c) Electronic Signatures. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Custodian/Escrow Agent) of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

(d) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Custodian/Escrow Agent

By: Rose K Clark
Rose K. Clark, Vice President

Class Counsel

By: Bart D. Cohen
Bart D. Cohen

Defense Counsel

By: _____
Warren E. Kampf

By: _____
Scot R. Withers

(d) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

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Rose K. Clark, Vice President

Class Counsel

By: _____
Bart D. Cohen

Defense Counsel

By: _____
Warren E. Kampf



By: _____
Scot R. Withers

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By: _____
Rose K. Clark, Vice President

Class Counsel

By: _____
Bart D. Cohen

Defense Counsel

By: _____
Warren E. Kampf

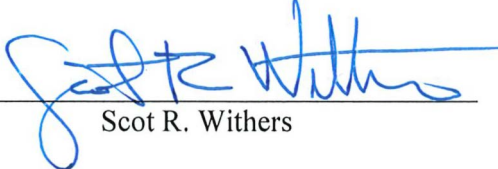
By:  _____
Scot R. Withers

Exhibit A

Settlement Agreement

**IN THE COURT OF COMMON PLEAS
OF LANCASTER COUNTY, PENNSYLVANIA**

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., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

MANHEIM TOWNSHIP, MANHEIM
TOWNSHIP GENERAL MUNICIPAL
AUTHORITY, C. MATTHEW BROWN,
P.E. and ARRO CONSULTING, INC.

Defendants.

Case No. CI-14-07663

CLASS SETTLEMENT AGREEMENT

Subject to the preliminary and final approval of the Court, and as further set forth below, this Class Settlement Agreement is made as of the 28th day of December, 2023, by and between the Class Plaintiffs (as defined below), individually and as representatives of the Settlement Class (as defined below), Class Counsel (as defined below), and the Municipal Defendants (as defined below).

BACKGROUND

WHEREAS, on May 5, 2016, the Court granted Plaintiffs 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.'s (collectively "Class Plaintiffs") motion seeking certification of a class of 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 (the “Settlement Class”);

WHEREAS, the parties agree that the amount currently due Class Plaintiffs and the Settlement Class pursuant to the Commonwealth Court’s opinion of October 6, 2023 is slightly more than \$4.1 million, consisting of approximately \$2.85 million in excess tapping fees with prejudgment interest and approximately \$1.26 million in post-judgment interest;

WHEREAS, Defendants Manheim Township and Manheim Township General Municipal Authority (collectively, the “Municipal Defendants”) have collected no tapping fees since April 2022, and have reimbursed any members of the Settlement Class who paid tapping fees after March 7, 2022;

WHEREAS, as a result of arm’s-length negotiations, Class Plaintiffs and the Municipal Defendants have entered into this Class Settlement Agreement;

WHEREAS, the Class Plaintiffs and Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of their claims, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and taking into account the substantial benefits to be received pursuant to this Class Settlement Agreement as set forth below, and for the purpose of putting to rest all controversies with the Municipal Defendants that were or could have been alleged, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Class Plaintiffs and the Settlement Class;

WHEREAS, the Municipal Defendants, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Class Plaintiffs’ claims, and for the purpose of

putting to rest all controversies with the Class Plaintiffs and the Settlement Class that were or could have been alleged, desire to enter into this Class Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Class Settlement Agreement on behalf of the Class Plaintiffs, and that Class Counsel have consulted with and confirmed that Class Plaintiffs fully support and have no objection to this Class Settlement Agreement; and

WHEREAS, Municipal Defendants shall pay Plaintiffs the sum of four million dollars (\$4,000,000), representing an agreed upon reduction in the amount of post-judgment interest in exchange for the releases and other benefits described below.

NOW, THEREFORE, in consideration of the mutual covenants and terms contained herein, and subject to the final approval of the Court, the Class Plaintiffs, Class Counsel, and the Municipal Defendants agree as follows:

A. SETTLEMENT CLASS

1. The Class Plaintiffs will seek, and the Municipal Defendants will not oppose, the Court's appointment of the law firms of Robson & Robson, P.C. and Bailey & Glasser LLP as Class Counsel to represent the members of the Settlement Class.

2. The Class Plaintiffs agree that they (a) will not seek to opt out of or otherwise exclude themselves from the Settlement Class, or in any way, by class definition or otherwise, seek to exclude themselves from the Settlement Class, and (b) will not object to the Court's preliminary or final approval of this Class Settlement Agreement.

B. CLASS SETTLEMENT ESCROW ACCOUNT(S)

3. No later than December 31, 2023, Class Counsel and the Municipal Defendants shall establish a Class Settlement Escrow Account pursuant to the terms of an escrow agreement between and among the parties and The Huntington National Bank (the "Escrow Agent"). Funds

in the Escrow Account shall be invested solely as provided in that escrow agreement. The Class Plaintiffs and the Municipal Defendants agree that the Class Settlement Escrow Account is intended to be and shall be treated as a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and any analogous local, state, and/or foreign statute, law, regulation, or rule.

4. All Taxes with respect to any sums in the Class Settlement Escrow Account, the administrative costs of paying such Taxes, and any other costs of establishing, maintaining, or administering the Escrow Account shall be paid from the Escrow Account by the Escrow Agent.

5. No payments from the Class Settlement Escrow Account, or any other use of the Escrow Account, shall be made without the prior approval of the Court. Class Plaintiffs shall provide Municipal Defendants with prior notice of any applications to the Court for such approvals sought.

6. In no event shall the Municipal Defendants or any of the Municipal Defendants' officials, commissioners, board members, employees, agents, attorneys, advisors, consultants, contractors, insurers, successors or assigns (collectively, the "Settlement Class Released Parties"), have any obligation, responsibility, or liability arising from or relating to the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of any funds in the Class Settlement Escrow Account(s).

C. PAYMENTS TO THE CLASS SETTLEMENT ESCROW ACCOUNT(S)

7. No later than December 31, 2023, the Municipal Defendants shall pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) by wire transfer into the Class Settlement Escrow Account. Class Counsel agrees to provide wiring instructions to the Municipal Defendants by no later than 1 p.m. on December 28, 2023. If such wire instructions are provided after that time, the deadline for Municipal Defendants to effectuate the wire transfer

into the Class Settlement Escrow Account shall be extended by an additional business day for each additional day that it takes Class Counsel to provide the wiring instructions. The parties agree that the next business day after December 31, 2023 is January 2, 2024. .

8. Upon execution of this Class Action Settlement Agreement, the Municipal Defendants hereby relinquish all rights they have to the two million seven hundred fifty thousand dollars (\$2,750,000), and any interest accrued thereon, currently being held by the Prothonotary of the Court of Common Pleas, Lancaster County. In the event the Prothonotary imposes poundage on the funds held by it, the Municipal Defendants shall be responsible for payment of such poundage such that Class Plaintiffs receive the full \$2,750,000 and any interest accrued thereon.

9. In seeking preliminary approval of this Class Settlement Agreement, Class Counsel will seek to transfer \$2,750,000 from the Court to the Escrow Agent. Defendant Manheim Township General Municipal Authority (the "Authority") shall provide reasonable cooperation and assistance to Class Counsel and/or the Escrow Agent as is necessary to effectuate that transfer without undue delay, including by entering into or joining escrow agreements with the Escrow Agent.

10. Class Plaintiffs may terminate this Class Settlement in the event the payments and assignments described in paragraphs 7 and 8 above are not timely made, unless such delay is the result of action or inaction of Class Plaintiffs, Class Counsel or the Escrow Agent.

11. The payments described in paragraphs 7 and 8 above shall exhaust and fully satisfy any and all judgments, interest, costs, fees and any other payment obligations whatsoever under the above captioned litigation and under this Class Settlement Agreement of the Municipal Defendants and any other Settlement Class Released Parties, and shall extinguish entirely any

further obligation, responsibility, or liability to pay any notice expenses, attorneys' fees, litigation costs, costs of administration, Taxes, settlement sums, interest or sums of any kind to the Class Settlement Escrow Account, or to the Class Plaintiffs or other members of the Settlement Class (other than those who opt out of the Settlement Class), or to any of their respective counsel, experts, advisors, agents, and representatives, all of whom shall look solely to the Class Settlement Escrow Account for settlement and satisfaction of all claims released in this Class Settlement Agreement.

D. RELEASES AND COVENANTS NOT TO SUE

12. Upon final approval of the Class Settlement Agreement, the Class Plaintiffs and the Settlement Class shall:

- a. file a praecipe in the above captioned matter marking the judgment, interests, costs and fees as being fully satisfied;
- b. be deemed to have released the Settlement Class Released Party for the Released Claims (as defined below) and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the Released Claims.

13. "Released Claims" means 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 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 Action.

14. Each member of the Settlement Class covenants and agrees that it shall not, hereafter, seek to establish, or permit another to act for it in a representative capacity to seek to establish, liability against any of the Settlement Class Released Parties based, in whole or in part, upon any conduct covered by any of the Released Claims.

15. For avoidance of doubt, no provision of this Class Settlement Agreement releases any claim of a member of the Settlement Class that is based on:

- a. breach of this Class Settlement Agreement;
- b. standard disputes arising in the ordinary course of business between members of the Settlement Class and any of the Municipal Defendants; or
- c. any tapping fees imposed by the Municipal Defendants upon their recalculation of tapping fees due to changes to the Manheim Township municipal water system and/or the Pennsylvania Municipal Authorities Act.

16. Upon final approval of the Class Settlement Agreement by the Court, Municipal Defendants shall be deemed to have released the Class Plaintiffs, Class Counsel, and their experts in this Action, from any claims relating to this Action, including claims regarding the negotiation and terms of this Class Settlement Agreement, except for any claims relating to enforcement of this Class Settlement Agreement.

17. Upon final approval of the Class Settlement Agreement by the Court, Class Plaintiffs shall within five (5) business days (a) withdraw with prejudice the Intervenor's Answer to Plaintiff's Complaint with New Matter and Counterclaims/Crossclaims filed in *Township of*

Manheim v. General Municipal Authority of the Township of Manheim, No. CI-22-07180, and otherwise relinquish their intervenor status in that action, (b) dismiss with prejudice *Your Towne Builders, Inc. v. General Municipal Authority of the Township of Manheim*, No. CI-23-01042, and (c) dismiss with prejudice *Your Towne Builders, Inc. v. Manheim Township*, No. CI-23-02718.

18. Upon final approval of the Class Settlement Agreement by the Court, the Municipal Defendants may proceed to document that the Manheim Township is the owner of the Overlook Golf Course by filing appropriate documents with the Lancaster County Recorder of Deeds as may be deemed appropriate by the Municipal Defendants in their sole discretion. Class Plaintiffs and Class Counsel agree not to directly or indirectly challenge, contest or oppose such actions by Municipal Defendants.

E. COURT APPROVAL OF PROCESS FOR DISTRIBUTION OF CLASS SETTLEMENT PROCEEDS

19. Class Counsel and the Class Administrator shall carry out the settlement notice and exclusion procedures as ordered by the Court, and shall perform such related duties as may be necessary to provide those notice and exclusion procedures consistent with the Pennsylvania Rules of Civil Procedure.

20. Class Plaintiffs, Class Counsel, and Municipal Defendants agree to use reasonable and good faith efforts to effectuate the Court's approval of the process for finalizing the distribution of the settlement proceeds, including filing necessary motion papers and scheduling any necessary hearings for a date and time that are convenient for the Court.

21. The Court may consider any applications for attorneys' fee awards, expense awards, or Class Plaintiffs' awards separately from a motion for preliminary or final approval of this Class Settlement Agreement, and may enter orders regarding such applications separately

from any judgment. Any rehearing, reconsideration, vacation, review, appeal, or any other action taken regarding only a separate order concerning only an application for attorneys' fee awards, expense awards, or Class Plaintiffs' awards, and not in any way concerning the judgment, shall not delay the finality of this settlement that otherwise would occur.

F. CONTINUING JURISDICTION

22. The Court will retain continuing jurisdiction over the Class Plaintiffs, the members of the Settlement Class, and the Municipal Defendants to implement, administer, consummate, and enforce this Class Settlement Agreement and any final judgment.

23. The Municipal Defendants and the Class Plaintiffs agree, and the members of the Settlement Class will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of this Court for the resolution of any matter covered by this Class Settlement Agreement, the final judgment, or the applicability of this Class Settlement Agreement or the final judgment.

24. All applications to the Court with respect to any aspect of this Class Settlement Agreement or the final judgment shall be presented to and be determined by President Judge David L. Ashworth for resolution as a matter within the scope of this Action, or, if he is not available, any other judge designated by the Court of Common Pleas of Lancaster County. Without limiting the generality of the foregoing, it is hereby agreed that any suit, action, proceeding, or dispute of a Class Plaintiff or member of the Settlement Class, in which the provisions of this Class Settlement Agreement or the final judgment are asserted as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection, constitutes a suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement or the final judgment.

G. ADDITIONAL TERMS AND CONDITIONS

25. The Class Plaintiffs, Class Counsel, the Municipal Defendants, and counsel for the Municipal Defendants, agree that they:

a. Shall not in any way encourage, promote, or solicit any person, business, or entity within the definition of the Settlement Class, or their counsel, to request exclusion from the Settlement Class, to object to this Class Settlement Agreement, or to seek any relief inconsistent with this Class Settlement Agreement; and

b. Shall not in any way encourage, promote, or solicit any person, business, or entity within the definition of the Settlement Class, or their counsel, to facilitate, induce, or cause the non-fulfillment of a condition, or the occurrence of an event, which could result in the termination of this Class Settlement Agreement.

26. The Class Plaintiffs, Class Counsel, and the Municipal Defendants shall undertake reasonable efforts to timely obtain any required approvals or consents to execute and proceed with this Class Settlement Agreement.

27. The Class Plaintiffs, Class Counsel, and the Municipal Defendants shall execute all documents and perform any additional acts reasonably necessary and proper to effectuate the terms of this Class Settlement Agreement.

28. This Class Settlement Agreement constitutes the entire, complete, and integrated agreement between and among the Class Plaintiffs, on behalf of themselves and the Settlement Class, and the Municipal Defendants with respect to the settlement of this Action.

29. In entering into and executing this Class Settlement Agreement, the Class Plaintiffs and the Municipal Defendants warrant that they are acting upon their respective independent judgments and upon the advice of their respective counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other person or

entity, other than the warranties and representations expressly made in this Class Settlement Agreement.

30. Nothing in this Class Settlement Agreement shall preclude the Municipal Defendants from seeking to collect tapping fees of \$957.94 per equivalent dwelling unit from Class Members who were or are issued building permits between March 7, 2022 and the Settlement Final Date, and (a) did not or will not pay tapping fees concurrent with the issuance of their building permits or (b) were fully reimbursed for any tapping fees they paid.

31. This Class Settlement Agreement may not be modified or amended except by a writing signed by the Class Plaintiffs and the Municipal Defendants or their respective counsel and approved by the Court.

32. This Class Settlement Agreement or any portion thereof shall not be construed more strictly against any party to it merely because it may have been prepared by counsel for one of them, it being recognized that because of the arm's-length negotiations resulting in this Class Settlement Agreement, all parties to this Class Settlement Agreement have contributed substantially and materially to the preparation of it.

33. All headings used in this Class Settlement Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Class Settlement Agreement.

34. The waiver by any Class Plaintiff or Municipal Defendant of any breach of this Class Settlement Agreement shall not be deemed or construed as a waiver of any other breach of this Class Settlement Agreement, whether prior, subsequent, or contemporaneous.

35. The Settlement Class Released Parties other than the Municipal Defendants are third-party beneficiaries of this Class Settlement Agreement and are authorized to enforce the provisions of this Class Settlement Agreement.

36. Any notice or materials to be provided to the Class Plaintiffs pursuant to this Class Settlement Agreement shall be sent to Class Counsel, and any notice or materials to be provided to the Municipal Defendants pursuant to this Class Settlement Agreement shall be sent to their respective counsel, as follows:

Edward S. Robson
Robson & Robson, P.C.
2200 Renaissance Boulevard, Suite 270
King of Prussia, PA 19406
(610) 825-3009
erobson@robsonlaw.com

Michael S. Gill
Buckley, Brion, McGuire & Morris LLP
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Class Counsel

Bart D. Cohen
Bailey & Glasser, LLP
1622 Locust Street
Philadelphia, PA 19103
(202) 463-2101
bcohen@baileyglasser.com

Counsel for Manheim Township

Scot R. Withers
Lamb McErlane PC
24 East Market Street, Box 565
West Chester, PA 19381-0565
(610) 430-8000
swithers@lambmcerlane.com

Class Counsel

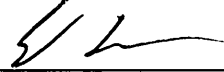
*Counsel for Manheim Township General
Municipal Authority*

37. Each of the undersigned representatives of each Class Plaintiff and each Municipal Defendant represents that it is fully authorized to enter into, and to execute, this Class Settlement Agreement on behalf of that Class Plaintiff or Municipal Defendant. Each of the Class Plaintiffs and the Municipal Defendants agrees that, in return for the agreements in this Class Settlement Agreement, it is receiving good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged.

38. This Class Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The Class Settlement Agreement shall become effective only when executed by Class Counsel and counsel for the Municipal Defendants.

IN WITNESS WHEREOF, the signatories below have read and understood this Class Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Class Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Class Settlement Agreement.

ROBSON & ROBSON, P.C.

By:  _____

Dated: 12/28/2023

Edward S. Robson
2200 Renaissance Boulevard, Suite 270
King of Prussia, PA 19406
(610) 825-3009
erobson@robsonlaw.com

Class Counsel

BUCKLEY, BRION, MCGUIRE &
MORRIS LLP

By: _____

Dated: _____

Warren E. Kampf
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Counsel for Manheim Township

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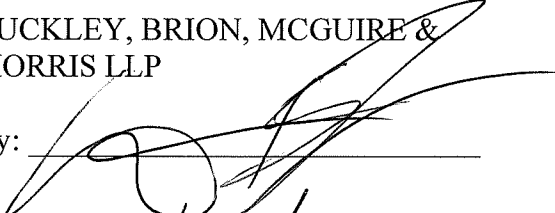
IN WITNESS WHEREOF, the signatories below have read and understood this Class Settlement Agreement, have executed it, represent that the undersigned are authorized to execute this Class Settlement Agreement on behalf of their respectively represented parties, have agreed to be bound by its terms, and have duly executed this Class Settlement Agreement.

ROBSON & ROBSON, P.C.
By: _____

Dated: _____

Edward S. Robson
2200 Renaissance Boulevard, Suite 270
King of Prussia, PA 19406
(610) 825-3009
erobson@robsonlaw.com

Class Counsel

BUCKLEY, BRION, MCGUIRE &
MORRIS LLP
By:  _____

Dated: 12/28/23

Warren E. Kampf
118 West Market Street
West Chester, Pennsylvania 19382
(610) 436-4400
gillm@buckleyllp.com

Counsel for Manheim Township

BAILEY & GLASSER, LLP

LAMB MCERLANE PC

By: Bart D. Cohen

By: _____

Dated: December 28, 2023

Dated: _____

Bart D. Cohen
1622 Locust Street
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Scot R. Withers
24 East Market Street, Box 565
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Class Counsel

*Counsel for Manheim Township General
Municipal Authority*

BAILEY & GLASSER, LLP

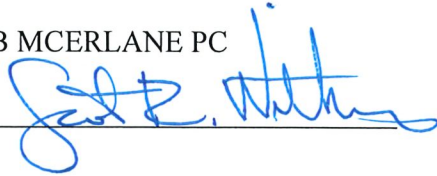
By: _____

Dated: _____

Bart D. Cohen
1622 Locust Street
Philadelphia, PA 19103
(202) 463-2101
bcohen@baileyglasser.com

Class Counsel

LAMB MCERLANE PC

By:  _____

Dated: 12-28-23

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24 East Market Street, Box 565
West Chester, PA 19381-0565
(610) 430-8000
swithers@lambmcerlane.com

*Counsel for Manheim Township General
Municipal Authority*

Exhibit B

Fees of Custodian/Escrow Agent

Acceptance Fee:

Waived

The Acceptance Fee includes the review of the Custodian/Escrow Agreement, acceptance of the role as Custodian/Escrow Agent, establishment of Custodian/Escrow Account(s), and receipt of funds.

Annual Administration Fee:

Waived

The Annual Administration Fee includes the performance of administrative duties associated with the Custodian/Escrow Account including daily account management, generation of account statements to appropriate parties, and disbursement of funds in accordance with the Custodian/Escrow Agreement. Administration Fees are payable annually in advance without proration for partial years.

Out of Pocket Expenses:

Waived

Out of pocket expenses include postage, courier, overnight mail, wire transfer, and travel fees.