

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,

No. 14-07663

Plaintiffs

v.

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

Defendants.

ENTERED AND FILED
2024 JUN 18 AM 10:10
PROTHONOTARY'S OFFICE
LANCASTER, PA

**ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL JUDGMENT**

WHEREAS 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"), have entered into, and submitted to the Court, a Class Settlement Agreement (the "Settlement Agreement");¹

WHEREAS, on June 17, 2024, beginning at 10:00 a.m. in Courtroom 12, Court of Common Pleas of Lancaster County, 50 North Duke Street, Lancaster, PA 17608, the Court held

¹ Capitalized terms not defined herein shall have the meanings set forth in the Class Settlement Agreement.

NOTICE OF ENTRY OF ORDER OR DECREE
PURSUANT TO PA. R.C.P. NO. 236
NOTIFICATION - THE ATTACHED DOCUMENT
HAS BEEN FILED IN THIS CASE
PROTHONOTARY OF LANCASTER CO., PA
DATE: 6/18/24 LG

a hearing to consider, among other things: (i) whether the settlement reflected in the Settlement Agreement (the “Settlement”) should be finally approved as fair, reasonable, adequate and in the best interests of Class Members; (ii) whether final judgment should be entered dismissing the claims of Class Members with prejudice and on the merits; and (iii) whether to approve Class Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Expenses and Service Awards (the “Fee Motion”);

WHEREAS, based on the foregoing, and having considered all of the files, records and proceedings in the above-captioned action; and

WHEREAS, there have been no objections to the Settlement or the Fee Motion, and no Class Members have opted out of the Settlement:

AND NOW, this 18th day of June, 2024, upon consideration of: (1) Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Final Judgment, and the Memorandum and related materials filed by Class Plaintiffs in support thereof; and (2) Class Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Expenses and Service Awards, and the Memorandum and related materials filed by Class Plaintiffs in support thereof, it is hereby ORDERED that said Motions are GRANTED. It is further ORDERED as follows:

1. **Notice to the Class:** Notice to the Class has been provided by KCC Class Action Services LLC (“KCC”), the Court-appointed Claims Administrator in this action pursuant to this Court’s Order of February 15, 2024 (the “Preliminary Approval Order”), as attested to by the Declarations of Monica Murray re: Notice Procedures. Notice has been given to Class Members by first class mail and by posting to a case-specific website, www.manheimsettlement.com, and constituted due and sufficient notice of the Settlement and the matters set forth in said notices to

all persons entitled to receive notice, and fully satisfies the requirements of due process and Pa. R. Civ. P. 1712 and 1714(c).

2. **Settlement Approved:** The Settlement set forth in the Settlement Agreement, a copy of which was filed as Exhibit A to the Memorandum of Law in Support of Class Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Related Relief, is fair, reasonable, adequate, and in the best interests of Class Members. All aspects of the Settlement Agreement are approved.

3. **Class Counsel Fees and Expenses, and Service Awards:** The Court has reviewed Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses and Service Awards, and related materials filed by Class Plaintiffs. Consistent with the criteria set forth in Pa. R. Civ. P. 1717, and established Pennsylvania law providing for payment of reasonable counsel fees and expenses to Class Counsel from a common fund created for the benefit of the Class, the Court finds the cash payment of \$4,000,000 to the Class Settlement Escrow Account, and the Municipal Defendants' agreement to charge tapping fees of no more than \$957.94 per equivalent dwelling unit in the immediate future, collectively create value to Class Members well in excess of \$4,000,000.

Class Counsel's fee request in the sum of \$1,400,000 is approved as fair and reasonable in light of the factors set forth in Pa. R. Civ. P. 1717, and in light of ongoing and future services reasonably anticipated to be required to implement and oversee the Settlement. Litigation expenses of Class Counsel were reasonable and are approved in the sum of \$ \$119,281.33. Service Awards totaling \$24,000 are approved for the Class Plaintiffs as follows: \$4,000 apiece for Class Plaintiffs C&F, Inc., Cooper Custom Homes, Inc., and Your Towne Builders, Inc.; and \$3,000 apiece for Class Plaintiffs Costello Builders, Inc., Hess Home Builders, Inc., Horst &

Son, Inc., and Keystone Custom Homes, Inc. Counsel fees and expenses, and Service Awards are to be paid out of the Class Settlement Escrow Account, as set forth in the Settlement Agreement.

4. **Distribution of Settlement Proceeds:** After the Escrow Agent disburses counsel fees and expenses, and service awards as set forth in Paragraph 3 above, the Escrow Agent shall disburse any funds remaining in the Class Settlement Escrow Account as follows:

- a. 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;
- b. all sums due KCC for its services as the Court-appointed Claims Administrator;
- c. after all of the above-referenced payments, the Escrow Agent shall distribute the remainder of the Class Settlement Escrow Account to Class Members who filed claims, *pro rata*, based on the amounts of their qualifying payments of tapping fees to the Municipal Defendants during the relevant period, as determined by KCC in consultation with Class Counsel.

5. **Equitable Relief:** Defendant General Municipal Authority of the Township of Manheim shall be permitted to impose a tapping fee of \$957.94 per equivalent dwelling unit until such time as changes to the municipal water system or other circumstances contemplated in the Pennsylvania Municipal Authorities Act permit a recalculation of the tapping fee.

6. **Dismissal and Related Matters:** The claims of all Class Members are hereby dismissed with prejudice, on the merits and without costs to any party. Each of the Class Plaintiffs, individually and on behalf of each Class Member, by operation of the release provided for by the Settlement Agreement, and the judgment, hereby shall be deemed to have fully,

finally, and forever released, settled, compromised, relinquished, and discharged with prejudice as to any and all of the Settlement Class Released Parties, and from any and all Released Claims, and shall be forever barred and enjoined from instituting or further prosecuting any Released Claim, in any forum, including in any state or federal court.


7. **Cy Pres:** Pursuant to Pa.R.C.P. 1716, the Court designates the Pennsylvania Interest on Lawyers Trust Account Board (“IOLTA”) as the *cy pres* beneficiary. All funds remaining after distribution(s) of the Class Settlement Escrow Account as otherwise directed herein shall be distributed by the Escrow Agent to IOLTA.

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

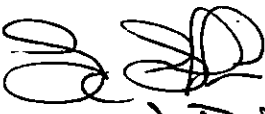
9. **Finality:** This Order shall become “Final” and take effect on the first day after the 30-day time period to appeal or seek permission to appeal from this Order provided for by Pa. R.A.P. 903 has expired or, if appealed, the appeal has been dismissed in its entirety, or this Order has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether this Order is “Final” as defined above, or any other aspect of this Order.

10. **Continuing Jurisdiction:** The Court hereby retains jurisdiction of this matter in order to resolve any disputes which may arise in the implementation of either the Settlement Agreement or this Order. The Court retains continuing jurisdiction for the purposes of supervising the implementation of the Settlement Agreement and supervising the distribution and allocation of the Settlement Fund. Final judgment shall be entered as provided herein.

BY THE COURT:



DAVID L. ASHWORTH, P.J.

Attest: 
Court Deputy

Copies to:

- Edward Robson, Esq.
- Howard Dashner, Esq.
- Bart Cohen, Esq.
- Michael S. Gill, Esq.
- Warren Kamyf, Esq.
- J. Dwight Yoder, Esq.
- William C. McCarthy, Esq.
- Brandon S. Hartz, Esq.

