

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into, subject to Court approval, this day of September 14, 2020 on behalf of the Settlement Class (as defined below) and the Town of Angier, (“the Town” as defined below) in *Gregory, Inc., individually and on behalf of all others similarly situated v. Town of Angier*, pending in the General Court of Justice, Superior Court Division, Harnett County, North Carolina, Case Number 19 CVS 1598,

WHEREAS, on July 30, 2019, Plaintiff, through the undersigned Class Counsel, filed a putative class action lawsuit against the Town in the Superior Court of Harnett County, seeking relief under a cause of action seeking a judgment declaring that the Town’s collection of water and sewer “Access, Acreage, Capacity, Connection, Regulatory, and System Development Fees,” exceeded the Town’s legal authority and is *ultra vires*, based on allegations that the Town collected Capacity Fees in violation of the *Quality Built Homes, Inc. v. City of Carthage*, 369 N.C. 15, 789 S.E.2d 454 (2016) and exceeded their authority the Public Enterprise Statute at the time it collected the Capacity Fees, N.C. Gen. Stat. §§ 160A-311, *et seq.*; and

WHEREAS, The Town denies each one of the plaintiff’s allegations of unlawful conduct and damages, and The Town has asserted various legal and other affirmative defenses; and

WHEREAS, after arms-length settlement negotiations between Counsel for the Settlement Class (as defined below) and The Town, including informal discussions and an all-day formal mediation session on July 20, 2020 conducted by certified mediator Patricia Holland, this Settlement Agreement has been reached; and

WHEREAS, Counsel for the Settlement Class have investigated the facts and claims and have concluded that it would be in the best interest of the Settlement Class to enter into this Settlement Agreement and Counsel for the Settlement Class consider the settlement as set forth

below to be fair, reasonable adequate and in the best interests of the Settlement Class, subject to Court approval; and

WHEREAS, Gary K. Shipman and William G. Wright of Shipman & Wright, L.L.P.; Jim Scarbrough, John Scarbrough, and Madeline J. Trilling of Scarbrough, Scarbrough & Trilling, PLLC; and James R. DeMay of Ferguson, Hayes, Hawkins & DeMay, PLLC are fully authorized to enter into this Settlement Agreement on behalf of the Settlement Class; and

WHEREAS, The Town has concluded (despite its belief that it is not liable for the claims asserted) that, it will enter into this Settlement Agreement in order to, among other things, avoid the further expense, inconvenience, burden and risk of further litigation.

NOW, THEREFORE, it is agreed by the undersigned, subject to Court approval, on behalf of the Settlement Class and The Town, that All Claims (as defined below) of the Settlement Class against The Town be dismissed with prejudice, without costs to any party (except as provided below), on the following terms and conditions:

I. DEFINITIONS

For purposes of this Settlement Agreement, the following terms shall have the meanings set forth below.

A. "Administration Costs" shall mean any and all costs associated with the administration of the benefits under this Settlement Agreement, including the fees and the expenses of the Claims Administrator, and any expenses of mailing notices, and paying Settlement Benefits and expenses.

B. "All Claims" shall mean any and all claims, demands, actions, suits and causes of action against The Town and/or its directors, officers, employees, attorneys, insurers, agents or successors whether known or unknown, asserted or unasserted, that any member of the Settlement Class ever had, or could have had, now has or hereafter can, shall or may have,

relating in any way to any conduct, acts or omissions which were or could have been alleged by any or all members of the Settlement Class arising out of or relating to the Town's collection of water and sewer "Access, Acreage, Capacity, Connection, Regulatory, and System Development Fees." These claims include claims for refunds, damages or remedies of every kind or character (including without limitation actual, compensatory, punitive, or exemplary), known or unknown, or for compensation of any type or for accounting or reconciliation, reimbursement or statutory remedies or for pre- or post-judgment interest, or for other damages arising from or relating to the Class Member's claims for damages that were asserted or that could have been asserted in the Class Action Litigation, including claims for the Town's ultra vires conduct.

C. "Class Action" or "Class Action Litigation" shall be the class-action litigation bearing the following caption: *Gregory, Inc., individually and on behalf of all others similarly situated v. Town of Angier, pending in the General Court of Justice, Superior Court Division, Harnett County, North Carolina, Case Number 19 CVS 1598.*

D. "Class Counsel" or "Counsel for the Settlement Class" shall mean Gary K. Shipman and William G. Wright of Shipman & Wright, L.L.P.; Jim Scarbrough, John Scarbrough, and Madeline J. Trilling of Scarbrough, Scarbrough & Trilling, PLLC; and James R. DeMay of Ferguson, Hayes, Hawkins & DeMay, PLLC.

E. "Class Members" shall mean members of the Settlement Class.

F. "Class Representative" shall mean Gregory, Inc.

G. "Court" or "Trial Court" means the General Court of Justice, Superior Court Division of Harnett County, North Carolina and Rule 2.1 designee and Superior Court Judge Jeffrey B. Foster of Pitt County, North Carolina.

H. “Fairness Hearing” shall be the hearing set for a definite date by the Court at the Preliminary Approval Hearing, which will be conducted by the Court to determine the fairness, adequacy and reasonableness of this Settlement Agreement under North Carolina Rules of Civil Procedure and North Carolina law, at which time the Court may issue a Final Order and Judgment.

I. “Final Judicial Approval” means the occurrence of all the following events:

1. This settlement is approved in all respects by the Court;
2. The Court enters a Final Order and Judgment as provided below;
3. The time to appeal or seek permission to appeal from the Court’s Final Order and Judgment has expired, or, if appealed, the Final Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review;

J. “Impact fees” shall be defined to include water and sewer acreage fees, access fees, connection fees, capacity fees, regulatory fees and system development fees paid to the Town from July 30, 2016 to July 20, 2020.

K. “Final Order and Judgment” shall be the order and judgment entered in the Settlement Class Action that approves the Settlement Agreement and dismisses the Class Action with prejudice following the Fairness Hearing.

L. “Opt-Out Date” means the last day of the Opt-Out Period and the postmark date by which members of the Settlement Class must mail their request to be excluded from the Settlement Class in order for that request to be considered timely.

M. “Opt-Out Period” shall mean a period of forty-five (45) days after mailing of initial notice of settlement during which Class Members may exercise the right to opt out of the settlement.

N. “Parties” shall mean The Town, the Class Representative and all Class Members who do not timely and properly exclude themselves from the settlement as provided herein.

O. “Preliminary Approval Hearing” shall mean the hearing conducted on September 23, 2020 via Zoom or Web-Ex in North Carolina Superior Court, as designated by Judge Foster, upon motion for an Order Granting Preliminary approval of the Settlement Agreement as specified herein.

P. “Settlement Agreement,” or “this Agreement” shall be this Agreement of Settlement between the Settlement Class and The Town, the attached exhibits, and any subsequent amendments thereto and any exhibits to such amendments.

Q. “Settlement Class” is defined as “all individuals, proprietorships, partnerships, corporations, and other entities who (a) from July 30, 2016 through July 20, 2020 (b) paid access fees, acreage fees, capacity fees, connection fees, impact fees, regulatory fees” and/or system development fees to the Town of Angier.” Excluded from the Settlement Class are the Town and all their officers, employees, Board Members, and all government subdivisions. All claims and statutes of limitation on behalf of putative class members, other than the Settlement Class, as contained in the Motion for Class Certification, shall be deemed tolled as of July 30, 2019 and shall not commence to run until after Final Approval.

R. “The Town” means The Town of Angier.

II. COURT APPROVAL AND CLASS NOTICE

A. Best Efforts: Class Counsel and counsel for The Town agree to recommend approval of this Settlement Agreement to the Court. Class Counsel and counsel for The Town

also agree to use their best efforts to obtain approval of the Settlement Agreement and to carry out the terms thereof.

B. Certification of Settlement Class

1. For settlement purposes only, Class Counsel will request, as part of the Order for Preliminary Approval and Conditional Certification of Class, that the Court make preliminary findings and enter an Order granting provisional certification of the Settlement Class subject to final findings and ratification in the Final Order and Judgment, and appointing the plaintiff, Gregory, Inc., and Class Counsel as representatives of the Settlement Class.
2. The Town does not consent to the certification of the Settlement Class for any purpose other than to effectuate the settlement of this action. In the event the Settlement Agreement is declared null and void for any reason, or in the event the Court fails to approve the Settlement Agreement or certify the Settlement Class, the order conditionally certifying the Settlement Class shall be automatically vacated upon notice to the Court of the termination of the Settlement Agreement and the matter shall proceed as though the Settlement Class had never been conditionally certified and such finding had never been made, without prejudice to the ability of any party thereafter to request or oppose class certification on any basis.

C. Approval by The Court

1. Class Counsel shall submit to the Court on or before, August __, 2020, a motion for preliminary approval of the Settlement Agreement on behalf of the Settlement Class, together with a proposed preliminary approval order in the form appended hereto as Exhibit 1. Counsel for the Town shall have the right to review and approve such motion prior to its submission. The motion for preliminary approval shall seek certification of the Settlement Class (for settlement purposes only), appointment of Gregory, Inc. and Class Counsel as the representative of and counsel for the Settlement Class, preliminary approval of the terms of the Settlement Agreement as fair, adequate and reasonable, approval of the form and manner of notice and opt-out procedures as set forth in the Settlement Agreement. The motion for preliminary approval shall also ask the Court to schedule a hearing date for final approval of the Settlement Agreement. If the settlement is terminated or does not obtain Final Approval, then the status of class certification in this litigation shall be as it existed prior to the execution of the Settlement Agreement.
2. Within 45 days after the Opt-Out Date, Class Counsel and counsel for The Town shall seek entry by the Court of a Final Order and Judgment, in a form mutually agreeable to the Parties:
 - (a) Certifying the Settlement Class and appointing the plaintiff, Gregory, Inc., and Class Counsel as representatives of the Settlement Class;

- (b) Determining that The Town and the Settlement Class have submitted to the jurisdiction of the Court for purposes of this Settlement, that the Court has personal jurisdiction over the Town and all members of the Settlement Class and that the Court has jurisdiction to approve this Settlement Agreement as fair, reasonable and adequate under North Carolina Rule of Civil Procedure 23;
- (c) Finding that the notice provided for in the Settlement Agreement constitutes reasonable and the best practicable notice; constitutes notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of this action, the terms of this Settlement Agreement, the right to object or exclude themselves from this Settlement and to appear at the hearing on final approval; constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive such notice; and meets the requirements of due process, the North Carolina Rules of Civil Procedure and any other applicable law or rules of the Court;
- (d) Directing that the Class Action Litigation be dismissed with prejudice and, except as provided below, without costs;
- (e) Reserving for the Court exclusive jurisdiction over this Settlement, including the administration, consummation, and enforcement of this Settlement Agreement;

- (f) Determining that there is no just reason for delay and directing that the final judgment shall be final and appealable;
 - (g) Directing that for a period of four years from the Effective Date of the Settlement, the Clerk of Court shall maintain the record of those members of the Settlement Class who have timely excluded themselves from the Settlement Class; and
 - (h) Incorporating the release set forth in the Settlement Agreement and forever discharging The Town from All Claims.
3. If the Court for any reason (1) determines not to approve an amendment agreed to by the parties hereto to the existing Complaint; (2) determines not to approve the Settlement Agreement; (3) does not enter the Final Order and Judgment substantially in the form described in the Settlement Agreement and attached as an exhibit hereto; or (4) if the Court's approval is modified, reversed, or set aside on appeal, then the Settlement Agreement terminates and becomes null and void except as otherwise provided herein.
4. Upon final approval of this Settlement Agreement, Class Counsel and counsel for The Town shall join in seeking dismissal with prejudice of the Class Action Litigation to the extent that the Court does not dismiss the Class Action Litigation with prejudice in its Final Order and Judgment.

D. Stay of Discovery and Other Proceedings: Upon moving for preliminary approval, the parties will seek from the Court a stay of this litigation, including discovery and the motion

for class certification. Class Counsel and counsel for The Town shall file pleadings and otherwise take any steps necessary to effect the stay in this Court.

E. Notice

1. Through a motion styled Motion for Preliminary Approval of Class Action Settlement, Class Counsel shall apply to the Court for an order authorizing notice to the Settlement Class substantially in the form to be agreed upon by the parties, and as approved by the Court. Such notice shall inform the Settlement Class of the conditional certification of the Settlement Class and the terms of the Settlement Agreement, advise of the right to request exclusion from the Settlement Class, and state the date scheduled by the Court for the hearing on final approval of the settlement.
2. Class Counsel and counsel for The Town agree that under the circumstances, the best practicable means of notice to the Settlement Class is notice by direct mail notice.
3. The Claims Administrator will provide notice to all identifiable members of the Settlement Class by United States Mail by mailing notice, in the form agreed upon by the parties and as approved by the Court, to the last known address of each member of the Settlement Class. The cost of such notice and all other Administration Costs will be paid from the Settlement Fund.
4. A copy of the direct mail notice will also be posted on an Internet web site during the entire Notice Period. Class Counsel and counsel for the Town shall agree on an Internet web site address. The Claims Administrator (or

Class Counsel) will manage the Internet web site. The Notice shall identify Class Counsel's phone number and web site which shall provide an opportunity for Class Members to demonstrate their eligibility to participate in the Settlement Class. The Internet website shall post copies of the Complaint, the Settlement Agreement, the Orders Granting Preliminary Approval of the Settlement, the Class Notice, and Frequently Asked Questions. Additionally, the Internet website will have a Change of Address Form available for Potential Class Members that want to notify the Claims Administrator of a change of address. The notice by direct mail will direct the Settlement Class to the Internet web site and to Class Counsels' telephone number from which additional information may be obtained. The Town will pay the costs associated with the Internet web site from the Common Settlement Fund, as defined below.

5. A copy of the notice by direct mail will all be available upon request from the Claims Administrator.
6. The written notice shall be mailed no later than thirty (30) days after the Court enters an order preliminarily approving the Settlement Agreement. Class Counsel and counsel for The Town shall use all reasonable efforts to ensure that notice is completed in a timely fashion.

III. REQUESTS TO OPT OUT OF THE SETTLEMENT CLASS AND OBJECTIONS TO THE SETTLEMENT AGREEMENT

A. Opt-Out Procedures

1. Class Counsel and counsel for The Town will recommend that the Court approve an Opt-Out Date that is forty-five (45) days after the mailing of

the written Notice. Any member of the Settlement Class may request exclusion from (“opt- out” of) the settlement on or before the Opt-Out Date through the method described below. Except as authorized by law, no person may opt-out on behalf of any other person, class, or sub-class.

2. Each member of the Settlement Class wishing to opt out of the Settlement Class must individually sign and submit timely written notice to an address designated by the Claims Administrator. This written notice must contain the name, address and valid telephone number of the Class Member wishing to opt out of the Settlement Class. This written notice must clearly manifest an intent to be excluded from the Settlement Class. To be considered timely, written notice must be postmarked for mailing to the Claims Administrator on or before the Opt-Out Date.
3. The Claims Administrator shall promptly forward copies of any Opt-Out letter that it receives to Class Counsel and counsel for The Town, and the Claims Administrator shall file a list of all such Class Members who exercise an Opt-Out Right with the Court not later than fourteen (14) days prior to the Fairness Hearing.
4. If a Class Member exercises an Opt-Out Right pursuant to this section, such opt-out shall only be effective at the conclusion of the Opt-Out Period and upon Final Judicial Approval of the Settlement Agreement; unless otherwise ordered by the Court.

B. Objections To Class Action Settlement Agreement

1. Subject to Court approval, any member of the Settlement Class who intends to object to the fairness of the Settlement Agreement must submit objections to the Settlement Agreement in writing and postmarked no later than forty-five (45) days prior to the date of the Fairness Hearing.
2. Objections to the Settlement Agreement must be mailed to the Claims Administrator and to Class Counsel.
3. Objections to the Settlement Agreement must state in writing all objections and the reasons therefore, and shall include all supporting papers and exhibits.
4. Class Members submitting objections to the Settlement Agreement may also file a statement of intent to appear at the Fairness Hearing, either personally or through their counsel. The statement of intent to appear at the Fairness Hearing must be filed with the Harnett County Clerk of Superior Court in *Gregory, Inc., individually and on behalf of all others similarly situated v. Town of Angier*, 19 CVS 1598, General Court of Justice, Superior Court Division, Harnett County, North Carolina, and served upon Class Counsel in the manner provided by Rule 5 of the North Carolina Rules of Civil Procedure, no later than fourteen (14) days before the date of the Fairness Hearing. The Court will determine whether Class Members filing statements of intent to appear at the Fairness Hearing will be permitted to enter appearances and participate at the Fairness Hearing.
5. Any Class Member who does not raise an objection to the Settlement Agreement prior to the Fairness Hearing shall be foreclosed from seeking

review of the Settlement Agreement by appeal or otherwise without Court approval.

6. The Claims Administrator will provide a summary chart and file all original opt-out notices and objections with the Court, along with copies to Class Counsel and Counsel for The Town.

IV. CLASS SETTLEMENT & BENEFITS

A. Class Settlement Amount & Payments from the Common Fund:

The Class Action Settlement Fund (or Common Fund) shall be payable by the Defendant Town pursuant to the terms contained herein. Defendant shall pay \$1,200,000.00 in two equal \$600,000.00 annual installments. The first \$600,000.00 payment shall be made thirty (30) days after Final Judicial Approval of the Class Action Settlement as defined herein. The second \$600,000.00 payment will be made on or before August 1, 2021 or three hundred and sixty-five (365) days after Final Judicial Approval as defined above, whichever comes later.

From each of these \$600,000.00 payments, the Town shall issue one-half (½) of the payments for the Court approved Class Notice and Claims administration expenses, payments to class members, the Class Representative Incentive award and Class Counsel's Attorney fee and expense award.

B. Class Member Benefits:

After the Court finally approves the Class Representative Incentive award and Class Counsel's Attorney fee and expense award, Class Counsel will determine each class member's percentage share of the common fund, which shall be based on each class member's total Impact Fee payments to the Town from July 30, 2016 to July 20, 2020 after deducting expenses for the Court approved Class Notice and Administration expenses, the Class Representative Incentive award and Class Counsel's Attorney fee award.

Any Class member that has not opted out of the Class Action Settlement will be issued two checks from the Town for one-half (½) of their class member benefit from the settlement fund in the manner as described above. The Town, at its expense, will mail the Class benefit checks to Class Members.

For any Class member benefit checks that have not been cashed or deposited within two-hundred and seventy (270) days of issuance, those funds shall revert back to the Common settlement fund to be distributed in the following manner: If the total amount of uncashed checks for Class Members' benefits is less than \$1,000.00, that money shall be paid to the Downtown Angier Revitalization Fund. If the amount of uncashed checks for Class Members' benefits is more than \$1,000.00, that money shall be paid to Class Members in the same percentages as their Class Member benefits checks from the common fund. In the event all Class Members are made whole (by receiving the full amount paid in fees plus interest of 6% from the date of payment back in settlement funds) and money remains in the settlement fund those funds shall be paid to the Downtown Angier Revitalization Fund.

V. RELEASE

A. Upon Final Approval, each member of the Settlement Class hereby expressly and irrevocably waives and fully, finally and forever settles and releases any and all claims, demands, actions, suits and causes of action against The Town and/or their respective officers, employees, attorneys, insurers or agents, whether known or unknown, asserted or unasserted, that any member of the Settlement Class ever had, or could have had, now has or hereafter can, shall or may have, relating in any way to any conduct, act or omission which was or could have been alleged by any or all members of the Settlement Class arising out of or relating to the payment of Impact Fees. These claims include claims for damages or remedies of every kind or character (including without limitation actual, compensatory, punitive, or exemplary), known or

unknown, or for compensation of any type or for accounting or reconciliation, reimbursement or statutory remedies or for pre- or post-judgment interest, or for other damages arising from or relating to the Class Member's claims for damages that were asserted or that could have been asserted in the Class Action Litigation, including all claims related to refunds, damages, etc. for the payment of Impact Fees.

1. In addition to the provisions above, each member of the Settlement Class hereby expressly and irrevocably waives and fully, finally and forever settles and releases, upon Final Approval, any and all defenses, rights and benefits that said class member may have or that may be derived from the provisions of applicable law which, absent such waiver, may limit the extent or effect of the release contained above.
2. Consideration: As part of the consideration for the agreement to dismiss All Claims with prejudice, and for entry of the final judgment as provided for in the Settlement Agreement, on the Effective Date of the Settlement, The Town shall make available and pay checks in accordance with the procedures set forth below.

B. All Class Members who:

1. Paid to the Town Impact Fees from July 30, 2016 to July 20, 2020; and
2. Do not exercise an Opt Out Right;
3. shall receive two checks as detailed in Section IV A. & B, representing the amount of each class member's percentage share of the common fund, which shall be based on each class member's total Impact Fee payments to the Town from July 30, 2016 to July 20, 2020 after deducting expenses for

the Court approved Class Notice and Administration expenses, the Class representative Incentive award and Class Counsel's Attorney fee award.

VI. THE SETTLEMENT ADMINISTRATION PROCESS

A. Settlement Notice and Benefit Administration:

1. The cost of Notice of the settlement shall be paid out of the Common Settlement Fund.
2. The Costs of issuing and mailing settlement benefit checks shall be paid by the Town.
3. Following Final Approval, the Town will timely issue and mail checks to those Class Members who have not exercised an Opt-Out Right. The Town shall mail the two annual settlement benefit checks to Class Members at the address the Town has in its files for the Class Members or alternatively at the address provided by the Class Member on any change of address forms.
4. The Town shall provide (via Sworn verification or affidavit) to Class Counsel and the Court, within five (5) days following Preliminary Approval, a list of all Class Members that shall include the dates and amounts of all Impact Fee payments made by each Class Member to the Town.
5. The first round of Checks will be mailed by the Town to eligible Class Members within 30 days after Final Judicial Approval. The Town shall provide to Class Counsel a list of each check issued, the amount of the check, and the address to which the check was sent.

6. The second round of Checks will be mailed by the Town to eligible Class Members on or before August 1, 2021 or three hundred and sixty-five (365) days after Final Judicial Approval, whichever comes later. The Town shall provide to Class Counsel a list of each check issued, the amount of the check, and the address to which the check was sent.
7. Two hundred and seventy (270) days following the date of the issuance of the second round of Checks, the Town shall provide Class Counsel with a list of all unclaimed funds from both the first and second rounds. Within ten (10) days of production of that list, the Town and Class Counsel shall agree upon the amount of any additional disbursements to Class Members in the manner provided by Section IV(B) of this Settlement Agreement. If the Town and Class Counsel cannot agree upon the amount of any additional disbursements to Class Members, such dispute shall be resolved by the Court.
8. Any additional disbursement checks to Class Members for unclaimed funds will be mailed by the Town within 30 days of agreement by the Town and Class Counsel as to the amounts of the additional disbursements.

VII. ATTORNEYS' FEES, COSTS AND EXPENSES

A. Class Counsel may apply to the Court for an award of reasonable attorneys' fees, costs and/or expenses for professional services rendered on behalf of the Settlement Class relating to the claims settled, released, and discharged by the Settlement Agreement.

B. The Town agrees to pay, subject to Court approval, and will not challenge Class Counsel's request for attorneys' fees and costs up to thirty-three percent (33%) of the Common

Settlement Fund. Class Counsel agrees not to seek an award of fees and costs from the Court of more than thirty-three percent (33%) of the Common Settlement Fund. In no event, shall the Town be obligated or required to pay any amount greater than thirty-three percent (33%) of the Common Settlement Fund for any past, present or future attorneys' fees, expenses or costs incurred by Class Counsel for all or any plaintiffs or named Class Representative in the Class Action, regardless of any order purporting to award a greater amount.

C. Class Counsel shall apply for an award of attorneys' fees, costs and/or expenses to the Court no later than fourteen (14) days before the Fairness Hearing Date.

D. Any award of attorneys' fees, costs and/or expenses to Class Counsel shall be subject to reasonable documentation and approval by the Court.

E. Attorneys fees and costs shall be paid from the Common Fund in two (2) equal one-half (1/2) payments on the same dates as the payment of the Class Member Benefits. Upon payments of the amount awarded by the court, Class Counsel shall release all claims for fees, expenses, and costs for all work on the Class Action.

VIII. INCENTIVE AWARD

A. The Town agrees to pay, subject to Court approval, and will not challenge Class Counsel's request for an incentive award to Gregory Inc., class representative, in the amount of \$5,000. The Class Representative Incentive Award shall be paid from the Common Settlement Fund in in two (2) equal one-half (1/2) payments on the same dates as the payment of the Class Member Benefits.

IX. OTHER PROVISIONS

A. No Admission: By entering into this Settlement Agreement, the Town does not admit any liability or wrongdoing or the truth of any of the claims or allegations asserted in the Class Action Litigation. To the contrary, the Town specifically denies each one of the allegations

of unlawful conduct and damages. It is expressly understood and agreed that this Settlement Agreement is being entered into solely for the purpose of amicably resolving All Claims between the Town and the Settlement Class: Class Counsel agree not to represent, publicly or otherwise, that the settlement in any way embodies, reflects, implies or can be used to infer any culpability by the Town or any of its Board Members, officers, employees, attorneys, insurers or agents.

B. Binding Effect: This Settlement Agreement shall be binding on and inure to the benefit of each member of the Settlement Class, the Town and their respective successors and assigns.

C. Choice of Law: This Settlement Agreement shall be construed under and governed by the laws of the State of North Carolina without regard to its choice of law or conflict of laws principles.

D. Discovery Materials: All discovery materials and information (including but not limited to documents, responses to interrogatories, document requests, subpoenas, transcripts (including but not limited to deposition transcripts) of any kind and in any medium, privilege logs and all data furnished or stored by electronic means produced or provided by any of the parties or non-parties, before, on or after the date of the Settlement Agreement, whether produced informally or provided pursuant to discovery requests, shall be governed by the Protective Order in force as of the date of this Settlement Agreement or as modified with the consent of Class Counsel and counsel for The Town.

E. Integrated Agreement: The Settlement Agreement and its attached exhibits shall constitute the entire agreement, complete and integrated statement of each and every term and provision agreed to by Class Counsel and counsel for the Town, and is not subject to any condition not provided for herein. The Settlement Agreement shall not be subject to any change,

modification, amendment, or addition without the express written consent of all signatories hereto. The parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them.

F. Jurisdiction: The Court shall retain continuing and exclusive jurisdiction over all provisions of the Settlement Agreement and over all disputes of any kind relating in any way to, or arising in any way out of, the Settlement Agreement.

G. Notice: Any notice, request, instruction, or other document to be given by The Town to Class Counsel, or vice versa, shall be in writing and (a) delivered personally, or (b) sent by Federal Express and facsimile.

If to The Town:

Dan Hartzog, Jr.
Hartzog Law Group, LLP
1903 N. Harrison Avenue, Suite 200
Cary, North Carolina 27513
Facsimile: (919) 480-2450

If to the Settlement Class:

Gary K. Shipman & William G. Wright
Shipman & Wright, L.L.P.
575 Military Cutoff Road, Suite 106
Wilmington, North Carolina 28405
Facsimile: (910) 762-6752

Jim Scarbrough, John Scarbrough, & Madeline J. Trilling
Scarbrough, Scarbrough & Trilling, PLLC
137 Union Street South
Concord, North Carolina 28025
Facsimile: (704) 782-3116

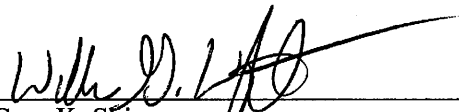
James R. DeMay
Ferguson, Hayes, Hawkins & DeMay, PLLC
45 Church St. South
Concord, North Carolina 28025
Facsimile: (704) 784-3211

H. Execution in Counterparts: The Settlement Agreement shall be executed in counterparts by the parties hereto, each of which shall constitute a duplicate original.

IN WITNESS WHEREOF, Counsel for the Settlement Class and counsel for The Town have duly executed this Settlement Agreement on this 14th day of September, 2020.

Agreed to this the 14th day of September, 2020.

Counsel for the Settlement Class



Gary K. Shipman
William G. Wright
Shipman & Wright, L.L.P.
575 Military Cutoff Road, Suite 106
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Telephone: (910) 762-1990
Facsimile: (910) 762-6752

Jim Scarbrough, John Scarbrough, & Madeline J.
Trilling
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James R. DeMay
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45 Church St. South
Concord, North Carolina 28025
Facsimile: (704) 784-3211

Agreed to this the 14th day of September, 2020.

Counsel for the Town Angier

A handwritten signature in black ink, appearing to read "Dan Hartzog, Jr.", written over a horizontal line.

Dan Hartzog, Jr.
1903 N. Harrison Avenue, Suite 200
Cary, North Carolina 27513
Facsimile: (919) 480-2450