



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTER-OFFICE MEMORANDUM

To: Michael Colón, Council President

From: Matthew J. Deschler, Assistant Solicitor

Re: Resolution Approving Fee Agreement for Kessler Topaz Meltzer & Check, LLP

Date: June 26, 2024

Enclosed for Council's review and action is a proposed resolution authorizing the Mayor and Controller to execute a fee agreement retaining the law firm of Kessler Topaz Meltzer & Check, LLP to represent the City, as trustee of the City of Bethlehem Pension Fund, in a class action lawsuit seeking damages against GoodRx Holdings, Inc. for losses in the City's Pension Fund.

A handwritten signature in black ink that reads "Matt Deschler".

Matthew J. Deschler
Assistant Solicitor

Cc: J. William Reynolds
Eric Evans
John F. Spirk, Jr.

Writer's Direct Dial: (610) 822-2235
E-Mail: dcheck@ktmc.com
Please reply to the Radnor Office

June 14, 2024

VIA ELECTRONIC MAIL

Hon. J. William Reynolds, Mayor
City of Bethlehem, as Trustee of City of Bethlehem Pension Fund
10 E. Church Street
Bethlehem, PA 18018

Re: GoodRx Holdings, Inc. Securities Litigation

Dear Mayor Reynolds:

We are very pleased that City of Bethlehem, as Trustee of City of Bethlehem Pension Fund ("CLIENT") has selected Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz") to serve as its legal counsel in connection with a class action securities litigation being brought against GoodRx Holdings, Inc. and certain of its officers and directors.

Kessler Topaz will file a motion requesting that CLIENT be appointed as a lead plaintiff in the litigation and that its selection of our firm as lead counsel be approved by the Court. In the event that we are approved as Lead Counsel, any fees and expenses resulting from a successful outcome of the litigation will be paid entirely out of the class' recovery upon Court approval. In no event, however, shall Kessler Topaz seek to be paid fees in excess of the following amounts:

Commencement of Action through Date of Decision on Motion to Dismiss	Commencement of Fact Discovery through Date of Completion of All Discovery	Commencement of Summary Judgment Briefing through End of Case
20%	23%	26%

Kessler Topaz also agrees to advance all costs and expenses which are incurred in the investigation, prosecution and litigation of this case. Kessler Topaz will petition the Court to be reimbursed for these costs prior to any distribution of fees to class counsel or recovery to the class. In no event will CLIENT be responsible for any fees, costs or expenses associated with this litigation.

With regard to monitoring the status of the litigation, Kessler Topaz will provide CLIENT with copies of all significant pleadings and briefs in the case for your review and approval before they are filed with the Court. Kessler Topaz will also provide CLIENT with quarterly status reports on the litigation. In addition, Kessler Topaz will promptly advise CLIENT by telephone, as well as in writing or via electronic mail, of any significant developments in the case, including any settlement discussions. As appropriate, or when required by CLIENT, we will also schedule periodic meetings and conference calls to discuss

case development and our strategy in the prosecution of the case. Furthermore, Kessler Topaz will consult with CLIENT and obtain approval for any proposed resolution of the litigation before entering into a final settlement agreement with defendants.

Further, in the course of the lawsuit, we may, with notice to you and your consent, retain and/or work with other law firms, in which case, we would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, of counsel, as referral fees, as co-counsel, or for other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is our sole responsibility and will not increase the fees described above.

If you have any questions about this agreement, please do not hesitate to contact me. If the terms stated herein are agreeable, please sign and e-mail me an executed copy of the agreement.

Kessler Topaz is extremely grateful for the privilege of representing CLIENT's interests and I look forward to personally working with you throughout the course of the litigation.

Very Truly Yours,

KESSLER TOPAZ
MELTZER & CHECK, LLP



BY: _____
Darren J. Check, Esquire
Partner

AGREED TO AND ACCEPTED

this ____st day of _____, 2024

CITY OF BETHLEHEM, as Trustee of CITY OF BETHLEHEM PENSION FUND

By: _____
Name: J. William Reynolds
Title: Mayor of the City of Bethlehem

George H. Yasso
City of Bethlehem Controller

DJC/ tbs

RESOLUTION NO. 2024-_____
Authorization for Fee Agreement

WHEREAS, an opportunity has arisen for the City to participate as a lead plaintiff in class action litigation commenced in federal court in California based on decreases to the value of the stock of GoodRx Holdings, Inc., in which the City of Bethlehem Pension Fund had invested, and, due to the decline in share value, had sustained losses; and

WHEREAS, the law firm of Kessler Topaz Meltzer & Check, LLP (“Kessler Topaz”) is currently under contract with the City of Bethlehem Pension Fund Board of Managers to review the City’s investment portfolio to identify potential opportunities for litigation where losses in the pension fund are the result of violations of applicable securities laws; and

WHEREAS, Kessler Topaz has identified the California case involving GoodRx as such an opportunity; and

WHEREAS, neither the City nor the Pension Fund would incur any costs or fees to Kessler Topaz except as a percentage of any recovery in the litigation; and

WHEREAS, at its June 7, 2024, meeting, the City of Bethlehem Pension Fund Board of Managers approved the retention of Kessler Topaz in the aforementioned litigation; and

WHEREAS, the City, as trustee of the Pension Fund, is the actual legal title holder to the assets of the Pension Fund pursuant to Article 156 of the City's Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bethlehem that the attached Kessler Topaz fee agreement and execution thereof by the Mayor and Controller, and/or such other City officials as deemed appropriate by the City Solicitor, is authorized, approved and ratified; and

BE IT FURTHER RESOLVED that the aforesaid individuals are further authorized to execute such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related to the Kessler Topaz fee agreement, according to the terms and conditions indicated therein and made a part hereof, for the purpose of effectuating the aforesaid agreement.

Sponsored by _____

ADOPTED by Council this day of , 2024.

ATTEST:

President of Council

City Clerk