

Have you lived in or paid rent to the Chelmsford Commons Manufactured Housing Community in Chelmsford, Massachusetts at any time since September 13, 2022?

**If yes, a legal Settlement has been proposed in a class action lawsuit
that, if approved by the Court, will affect your rights.
So please read this Notice carefully.**

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

A Settlement has been proposed in the class action lawsuit *Smith v. Chelmsford Group, LLC*, No. 1:21-CV-10654, that is presently before the U.S. District Court for the District of Massachusetts (“Class Action”). In the Class Action, the Plaintiff has claimed that home-site rents charged by the owner or manager of the Chelmsford Commons Manufactured Housing Community (“Chelmsford Commons”) have violated and continue to violate the Massachusetts Manufactured Housing Act and the Massachusetts Consumer Protection Act because Chelmsford Commons is charging different rents for similar home sites. For this Settlement to take effect, it must be approved by the Court.

The Settlement will require that Chelmsford Commons adopt a multi-year and judicially-monitored rent structure (“Rent Structure”) that: (i) honors all existing Chelmsford Commons lease agreements (called occupancy agreements); (ii) ensures that no home-site base rent in Chelmsford Commons will increase except for one annual increase each April by either 4.5% or the Consumer Price Index used in the occupancy agreements, whichever is greater in any year, while the Rent Structure is in place; (iii) ensures that no home-site base rent will exceed \$964.37 per month while the Rent Structure is in place; and (iv) ensures that all new entrants to Chelmsford Commons will pay a home-site base rent of \$964.37 while the Rent Structure is in place. The Rent Structure will remain in place until all home-site base rents in Chelmsford Commons become equal, that is, reach \$964.37.

In addition to preserving the long-term affordability of Chelmsford Commons through the implementation of the Rent Structure, the Settlement also provides for a one-time payment of \$50 per home site, to be divided among all Chelmsford Commons tenants or residents of record at each home site as of September 13, 2022.

Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

You can obtain a copy of the Settlement Agreement from the Settlement Administrator at 1-800-210-1732 or www.ChelmsfordClassActionSettlement.com.

Your Legal Rights and Options in this Settlement:

Ask to be Excluded from the Monetary Portion of the Settlement	<p>If you don't wish to receive any Settlement money and would prefer to seek monetary compensation from Chelmsford Commons directly for the matters covered by the Class Action, you must ask to be excluded from the monetary portion of the Settlement.</p> <p>Even if you are excluded from the monetary portion of the Settlement, if this Settlement is approved you will still receive the benefit of the new Chelmsford Commons Rent Structure and won't be able to sue Chelmsford Commons for claims related to the Rent Structure.</p> <p>Instructions on how to properly exclude yourself from the monetary portion of the Settlement are outlined below.</p>
Object	<p>If you don't believe that this Settlement is fair and don't want the Court to approve it, you may write to the Court about why you don't like the Settlement.</p> <p>Instructions on how to properly submit an objection are outlined below.</p>
Go to a Hearing	<p>If you properly submit an objection, you may also ask to speak in Court about the fairness of the Settlement, although you do not have to do so.</p> <p>Instructions on how to properly request an opportunity to speak to the Court are outlined below.</p>
Do Nothing	<p>If you do nothing, and the Settlement is approved, you will receive the benefit of the new Chelmsford Commons Rent Structure and may be eligible to receive some or all of a \$50 per home site payment.</p>

This Notice explains these rights and options, **and the deadlines to exercise them.**

The Court in charge of this case still has to decide whether to approve the Settlement. If the Court does not approve the Settlement, then you will not receive any benefits and you will not give up any rights.

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Basic Information

1. Why was this Notice issued?

If you are reading this notice, you are likely a person who resided at Chelmsford Commons, or who was otherwise obligated to pay rent to the manager of Chelmsford Commons, on or after September 13, 2022 (“Class Member”). A Court authorized this Notice because Class Members have a right to know about a proposed Settlement of the Class Action and about all of their options before the Court decides whether to give final approval to the Settlement. If the Court gives final approval to the Settlement, and after any appeals are resolved, the Settlement will provide the following benefits: (1) the roll-out of the new Chelmsford Commons Rent Structure; and (2) a payment of \$50 per home site, to be divided among the tenants or residents of record at each home site as of September 13, 2022. This Notice explains the lawsuit, the Settlement, Class Members’ legal rights, what benefits are available, who may be eligible for them and how to get them.

Judge Denise J. Casper in the United States District Court for the District of Massachusetts is overseeing the Class Action. The case is known as *Smith v. Chelmsford Group, LLC*, No. 1:21-CV-10654 (D. Mass.). The person who sued Chelmsford Commons, Scott Smith, is called the “Plaintiff” and is also called the “Class Representative” because he is representing the Class Members included in the Class Action. The companies he sued (Chelmsford Group, LLC, and Newbury Management Company) are called the “Defendants” and own and manage Chelmsford Commons.

2. What is this lawsuit about?

In the Class Action, Plaintiff claims that the owner and manager of Chelmsford Commons violated and continue to violate the Massachusetts Manufactured Housing Act and the Massachusetts Consumer Protection Act because different rents were charged for similar home sites since January of 2021, when the Master Lease governing rents at Chelmsford Commons expired.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar claims, who are the “Class” or “Class Members.” One court resolves the issues for all class members. Here, Scott Smith is the Class Representative suing on behalf of the Class Members.

4. Why is there a Settlement?

The Court did not decide in favor of the Class Representative or the Defendants. Instead, both sides agreed to settle. That way, they avoid the costs and risks of a trial and the people affected will get relief. The Class Representative and his attorneys think the Settlement is best for all Class Members. The Settlement does not mean that the owner and manager of Chelmsford Commons did anything wrong.

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

If you live at or are otherwise obligated to pay rent to the manager of Chelmsford Commons, you are a Class Member who will receive the benefit of the new Chelmsford Commons Rent Structure. If you lived or were otherwise obligated to pay rent to the manager of Chelmsford Commons as of September 13, 2022, you are a Class Member who may also be entitled to some or all of a \$50 payment.

I Am a Class Member – What Settlement Benefits Do I Get and How Do I Get Them?

6. What does the Settlement provide?

This Settlement provides for the implementation of the new Chelmsford Commons Rent Structure, a multi-year and judicially-monitored plan for Chelmsford Commons rents that: (i) honors all existing Chelmsford Commons lease agreements (called occupancy agreements); (ii) ensures that no home-site base rent in Chelmsford Commons will increase except for one annual increase each April by either 4.5% or the Consumer Price Index used in the occupancy agreements, whichever is greater in any year, while the Rent Structure is in place; (iii) ensures that no home-site base rent will exceed \$964.37 per month while the Rent Structure is in place; and (iv) ensures that all new entrants to Chelmsford Commons will pay a home-site base rent of \$964.37 while the Rent Structure is in place. The Rent Structure will remain in place until all home-site base rents in Chelmsford Commons become equal, that is, reach \$964.37.

The Settlement also provides for a one-time \$50 per home site payment, to be divided among each person of record who lived at or was otherwise obligated to pay rent to the manager of Chelmsford Commons as of September 13, 2022.

The Settlement Agreement, available at www.ChelmsfordClassActionSettlement.com, or by calling 1-800-210-1732 describes all of the details about these benefits.

7. How much money will I receive from the Settlement?

The Settlement provides for a one-time \$50 per home site payment. If you are the only person of record who lived at or was otherwise obligated to pay rent to the manager of Chelmsford Commons for your home site as of September 13, 2022, you will be entitled to a \$50 payment. If you are one of multiple persons of record who lived at or were otherwise obligated to pay rent to the manager of Chelmsford Commons for your home site as of September 13, 2022, then you will receive a *pro rata* share of the \$50 payment, with the \$50 payment to be divided equally between or among all of the multiple persons associated with your home site. The Settlement Agreement is available at www.ChelmsfordClassActionSettlement.com, or by calling 1-800-210-1732. This document describes all of the details. You will only receive a monetary payment if the Court approves this Settlement and you are a person of record who lived at or was otherwise obligated to pay rent to the manager of Chelmsford Commons for your home site as of September 13, 2022.

8. How and when will I get money?

If the Court approves this Settlement, the monetary portion of this Settlement will be distributed to all persons of record who lived at or were otherwise obligated to pay rent to the manager of Chelmsford Commons for a home site as of September 13, 2022. Payments will be mailed after the Court grants “final approval” of the Settlement and any appeals are resolved. If Judge Casper gives final approval to the Settlement after an upcoming hearing (*see* the section “The Court’s Fairness Hearing” below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

What Am I Giving Up and Can I Get Out of the Settlement?

9. What are Class Members giving up in this Settlement?

If the Settlement becomes final, and you do not request to be excluded from the monetary portion of the Settlement, then you will be giving up the right to sue, or take other action against, the owner and manager of Chelmsford Commons and all Releasees, as defined in the Settlement Agreement, for claims reasonably related to the subject matter of this Class Action and for claims in any way related to the Rent Structure. If this happens, you lose rights that could have allowed you to take the owner and manager of Chelmsford Commons to court. So if you have a grievance with the owner or manager of Chelmsford Commons and want to know whether you should give up your rights through this Settlement, you may want to consult with a lawyer.

If the Settlement becomes final, even if you request to be excluded from the monetary portion of the Settlement, you will still give up the right to sue, or take other action against, the owner and manager of Chelmsford Commons and all Releasees, as defined in the Settlement Agreement, for claims in any way related to the Rent Structure. Again, if this happens, you may be giving up important rights. So if you have a grievance with the owner or manager of Chelmsford Commons related to your rent, you may want to consult with a lawyer.

The Settlement Agreement describes all of the claims released by Class Members through this Settlement with specific descriptions, in necessarily accurate legal terminology, so please read it carefully. Talk to Class Counsel (*see* the section on “The Lawyer Representing You” below) or your own personal lawyer if you have questions about the Settlement’s release provisions or what they mean.

10. Can I get out of the Settlement?

If you don’t want any money offered by this Settlement, but you want to keep the right to sue the owner or manager of Chelmsford Commons for monetary damages arising from the claims in this case, then you must take steps to get out. This is called excluding yourself from the Settlement or is sometimes referred to as “opting out.”

To exclude yourself, you must send a timely and valid request for exclusion by mail saying that you want to be excluded from the monetary portion of the Settlement (the “Rule 23(b)(3) Class”) in *Smith v. Chelmsford Group, LLC*. You must include the case name and number (*Smith v. Chelmsford Group, LLC*, No. 1:21-CV-10654), the Court (D. Mass.), your full name, address, e-mail address (if any) and telephone number, and you must sign the request for exclusion. If you are represented by your own attorney in this case separate from Class Counsel, then you must include your attorney’s name, address, e-mail address and telephone number. Your request for exclusion will not be valid, and you will be bound by the Settlement, if you do not include all of this information in your request for exclusion. So, if you are planning to exclude yourself from the Settlement, you should carefully review and follow all applicable instructions.

You must mail your request for exclusion so that it is postmarked by **December 22, 2022**, to:

Chelmsford Settlement Administrator
c/o Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164

You can't exclude yourself on the phone or on the website.

Even if you exclude yourself from the monetary portion of the Settlement, if the Settlement is approved, all persons who reside in Chelmsford Commons, or who are otherwise obligated to pay rent to the manager of Chelmsford Commons, on or after September 13, 2022, will still receive the benefit of the new Chelmsford Commons Rent Structure, described above, and will still give up the right to sue, or take other action against, the owner and manager of Chelmsford Commons and all Releasees, as defined in the Settlement Agreement, for claims in any way related to the Rent Structure.

If Class Members associated with 21 or more home sites opt not to receive the monetary portion of the Settlement, Defendants will have the right to terminate the Settlement. If Defendants terminate the Settlement, they will not be required by the Settlement to implement the new Rent Structure described above or offer monetary compensation to any Class Member.

11. If I don't exclude myself, can I sue Chelmsford Commons for the same thing later?

No.

12. If I exclude myself, can I get money from this Settlement?

No.

The Lawyer Representing You

13. Do I have a lawyer in this case?

Yes. Class Counsel, Ethan R. Horowitz and Brian J. O'Donnell of the Northeast Justice Center, represent you and other Class Members. You do not have to pay them. If the Settlement is given final approval and all appeals are over, then Chelmsford Commons will pay Class Counsel an amount to be determined by the Court – but no more than \$200,000. If you want to consult or be represented by your own lawyer, and have that lawyer appear in court for you in this case, then you may hire an attorney at your own expense.

Objecting to the Settlement

14. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like some or all of it. The Court will consider your views. To object to the Settlement, you must submit a written objection to the Settlement Administrator. It must be titled "Objection to Class Settlement in *Smith v. Chelmsford Group, LLC*, No. 1:21-CV-10654." You must include your full name, address, e-mail address, telephone number and your signature and you must identify yourself as a Class Member in this case. You must also include the specific legal and factual reasons why you object to the Settlement, copies of any evidence or documents to support your objection, and what changes to the Settlement you are requesting.

If you do not object to the Settlement, or fail to do so according to the instructions provided in the Settlement Agreement or in a timely manner, the Court may not consider your objection, may prevent you from presenting your objection at the Fairness Hearing (below), or may prevent you

from seeking reconsideration of the Court’s final fairness determination or otherwise appealing that determination. So, if you are planning to object to the Settlement, you should carefully review and follow all applicable instructions.

If you are represented by an attorney in filing the objection, then you must also include your attorney’s name, address, e-mail address and telephone number. You must further state whether you or your attorney will be attending the hearing. (See “The Court’s Fairness Hearing” below).

You must submit your objection by U.S. mail so that it is postmarked by December 22, 2022, or send your objection by overnight carrier so that it is received by December 22, 2022, to the Settlement Administrator’s address listed below:

Chelmsford Class Action Administrator
c/o Atticus Administration
P.O. Box 64053
Saint Paul, MN 55164

15. What’s the difference between objecting and asking to be excluded?

Objecting is telling the Court that you oppose approval of the Settlement, but that you are still willing to accept a monetary payment if the Court gives its final approval to the Settlement in spite of your objection. Excluding yourself is telling the Court that you don’t want to be part of the Settlement and will give up any right you have to money from the Settlement.

16. Do I need to come to Court to talk about my objection?

No.

The Court’s Fairness Hearing

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, if you have properly submitted an objection and you follow the instructions below, but you don’t have to attend the hearing or ask to speak.

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

The Court has scheduled a Fairness Hearing at 2:00 p.m. on February 1, 2023, in Courtroom 11 of the John Joseph Moakley United States Courthouse, 1 Courthouse Way, in Boston, Massachusetts. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are timely and valid objections, then the Court will consider those objections. Judge Casper will listen to people who properly have asked to speak about an objection, as described below. The Court may decide how much to award Class Counsel as fees for representing the Class and how much to award Scott Smith as Class Representative. Class Counsel has requested that the Court approve an award for attorney’s fees and expenses of \$200,000 to compensate them for handling the Class Action and a Class Representative Award of \$2,000 to Scott Smith to compensate him for his work on behalf of Class Members. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. The hearing may be moved to a different date or the Court may hold the hearing online, via telephone or video conference, or in some other format, without additional notice, so it is a good idea to check: www.ChelmsfordClassActionSettlement.com for updated information.

18. May I speak at the hearing?

You may attend the hearing, but do not have to do so. If you submitted a timely and valid objection to the Settlement, as described above, then you may ask the Court for permission to speak at the Fairness Hearing. If you or your attorney intend to speak at the Fairness Hearing, then you must file a “Notice of Intention to Appear” in *Smith v. Chelmsford Group, LLC*, No. 1:21-CV-10654 (D. Mass.), stating the intention to appear at the Fairness Hearing. Your Notice of Intention to Appear must be filed with the Court not later than fourteen (14) days prior to the Fairness Hearing and must be sent to the following addresses by U.S. Mail postmarked no later than fourteen (14) days prior to the Fairness Hearing:

Ethan R. Horowitz
Northeast Justice Center
50 Island Street, Suite 203B
Lawrence, MA 01840

Michael R. Brown
Adler, Pollock & Sheehan P.C.
175 Federal Street, 10th Floor
Boston, MA 02110

Your Notice of Intention to Appear must include the following information to be valid: (a) the name of the case; (b) your full name, address, e-mail address, telephone number and signature; and (c) if you have hired an attorney to represent you and present your objection, your attorney’s name, address, telephone number, e-mail address and Massachusetts BBO Number. Unless otherwise permitted by the Court, you and your attorney (if any) may only discuss those matters raised in the objection that you filed with the Court by way of the procedures outlined above.

If I Do Nothing and Getting More Information

19. What happens if I do nothing?

If you do nothing, and the Settlement is approved, you will be giving up the right to sue, or take other action against, the owner and manager of Chelmsford Commons and all Releasees, as defined in the Settlement Agreement, for claims reasonably related to the subject matter of the Class Action and for claims in any way related to the Rent Structure. You will also receive the benefit of the new Chelmsford Commons Rent Structure and may receive some or all of the \$50 per home site payment.

20. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.ChelmsfordClassActionSettlement.com or by calling 1-800-210-1732.