

EXHIBIT 4

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SCOTT SMITH, on behalf of himself and
other similarly situated individuals,
Plaintiffs,

v.

C.A. No. 1:21-cv-10654-DJC

CHELMSFORD GROUP, LLC,
a Delaware limited liability company, and
NEWBURY MANAGEMENT COMPANY,
a Michigan corporation,
Defendants.

DECLARATION OF PATRICK L. RAWSTHORNE

I, Patrick L. Rawsthorne, declare as follows:

1. I am an attorney admitted to the bar of this Court *pro hac vice*. I am a partner at the law firm Honigman LLP, counsel for Defendants Chelmsford Group, LLC, and Newbury Management Company.

2. In accordance with the Class Action Fairness Act, on September 22, 2022, I caused a letter enclosing the documents and information required by 28 U.S.C. § 1715(b) to be sent via Federal Express to the Attorney General of Massachusetts and to the Attorney General of the United States, who are, respectively, the appropriate State and Federal officials as those terms are defined in 28 U.S.C. § 1715(a).

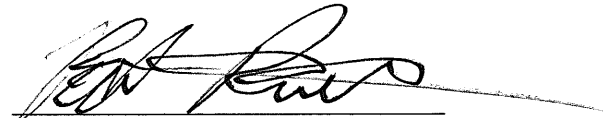
3. A true and correct copy of the material sent via Federal Express to the Attorney General of Massachusetts and to the Attorney General of the United States is attached to this declaration as Exhibit 1.

4. Federal Express confirmed with my office that the material directed to the Attorney General of the United States was accepted for delivery on September 23, 2022.

5. Federal Express confirmed with my office that the material directed to the Attorney General of Massachusetts was accepted for delivery on September 26, 2022.

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

Executed on January 11, 2023.



Patrick L. Rawsthorne

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EXHIBIT 1

HONIGMAN

Patrick L. Rawsthorne
Office: 616.649.1936
prawsthorne@honigman.com

Via USPS

September 22, 2022

The Honorable Merrick B. Garland
Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

The Honorable Maura Healey
Attorney General of Massachusetts
ATTN: CAFA Coordinator/General
Counsel's Office
One Ashburton Place
Boston, MA 02108

Re: Notice Under 28 U.S.C. § 1715 of Proposed Class Action Settlement in *Smith v. Chelmsford Group, LLC*, No. 1:21-cv-10654-DJC (D. Mass.)

Dear Mr. Attorney General Garland and Madame Attorney General Healey:

In accordance with 28 U.S.C. § 1715, I am writing to you on behalf of Chelmsford Group, LLC, and Newbury Management Company (collectively, "Defendants") to notify you of a proposed class action settlement of the above-referenced action. The proposed settlement and a motion for preliminary approval of the settlement were filed in the United States District Court for the District of Massachusetts on September 19, 2022. As contemplated in 28 U.S.C. § 1715(b)(1)-(8), Defendants provide you with the following information:

1. 28 U.S.C. § 1715(b)(1) – Complaint: Enclosed is a copy of the class action complaint with the civil action cover sheet, which is the only material filed with the complaint. The complaint is also available online through PACER. See *Smith v. Chelmsford Group, LLC*, No. 1:21-cv-10654-DJC (D. Mass.), ECF No. 1-2. The complaint was originally filed in Massachusetts state court before its removal to federal district court. See *Smith v. Chelmsford Group, LLC*, No. 1:21-cv-10654-DJC (D. Mass.), ECF Nos. 1, 33.
2. 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing: The Court has not scheduled a hearing on the motion for preliminary approval of the settlement at this time, and no other hearings are scheduled. Any hearing dates, when set, should be reflected on the docket. See *Smith v. Chelmsford Group, LLC*, No. 1:21-cv-10654-DJC (D. Mass.).
3. 28 U.S.C. § 1715(b)(3) – Notification to Class Members: The proposed settlement includes two proposed settlement classes: a Rule 23(b)(2) class, for which there will be no right to opt out, and a Rule 23(b)(3) class, for which there will be a right to opt out. The proposed settlement and preliminary approval motion, which are enclosed here, describe the proposed plans to provide notice to these classes about the settlement and their objection

Honigman LLP • 300 Ottawa Avenue NW • Suite 400 • Grand Rapids, Michigan 49503-2308

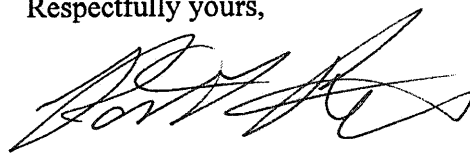
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and opt-out rights. The motion for preliminary approval is available through PACER. *See Smith v. Chelmsford Group, LLC*, No. 1:21-cv-10654-DJC (D. Mass.), ECF Nos. 96, 97.

4. 28 U.S.C. § 1715(b)(4) – Class Action Settlement: The proposed class action settlement is attached to the motion for preliminary approval, which is enclosed and which is also available online through PACER. *See Smith v. Chelmsford Group, LLC*, No. 1:21-cv-10654-DJC (D. Mass.), ECF No. 96-2.
5. 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement: There is no settlement or other agreement made between class counsel and counsel for Defendants other than the proposed class action settlement.
6. 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal: There is not yet a final judgment or notice of dismissal.
7. 28 U.S.C. § 1715(b)(7)(A)-(B) – Class Members and Proportionate Share of Claims: Under the proposed settlement, Defendants are to review their records and provide a list of class members to class counsel no later than seven days after entry of the preliminary approval order. Because the settlement classes are comprised of current tenants and residents of a manufactured home community in Chelmsford, Massachusetts, and future tenants and residents of the community, every class member, to Defendants' knowledge, resides in Massachusetts. Enclosed is a preliminary list based on Defendants' records.
8. 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement: There is no judicial opinion yet addressing notice to class members, their opt-out rights, the proposed settlement, or any final judgment or notice of dismissal.

This notice is provided based on the information currently available to Defendants and based on the status of the class action at this time. This notice is complete as of the date of this writing and will not be amended. If you have any question about this notice, the class action, or the enclosed material, please do not hesitate to contact me.

Respectfully yours,



Patrick Rawsthorne

Enclosures: (1) Class action complaint with civil action cover sheet; (2) motion for preliminary approval and attachments, including proposed settlement, and memorandum of law in support; and (3) preliminary class list.

Smith v. Chelmsford Group, LLC, No. 1:21-cv-10654-DJC (D. Mass.)
Class Action Complaint and Civil Action Cover Sheet

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SCOTT SMITH, on behalf of himself and other
similarly situated individuals, X
X

Plaintiffs, X

vs. X

CHELMSFORD GROUP, LLC, X
a Delaware limited liability company and X
NEWBURY MANAGEMENT COMPANY, X
a Michigan corporation X

Defendants. X

SUPERIOR COURT
CIVIL ACTION
NO:

RECEIVED

4/1/2021

**CLASS ACTION COMPLAINT
FOR INJUNCTIVE RELIEF AND DAMAGES**

INTRODUCTION

1. Sections 32A through 32S of General Laws Chapter 140, (the “Manufactured Housing Act”) “prioritizes maintaining manufactured housing communities as affordable housing options by protecting residents from unfair practices or arbitrary distribution of operations costs” (273-74) and “prioritize[s] distributing manufactured housing fees and costs evenly.” Blake v. Hometown Am. Cmty’s, Inc., 485 Mass. 268, 273-74 (2020).

2. Chelmsford Commons is a manufactured housing community, or mobile home park, that offers affordable homeownership opportunities in the desirable Boston suburb of Chelmsford, Massachusetts – affordability which is rooted in the fact that, while residents typically own their manufactured or mobile homes, they lease the land on which those homes sit, land that is also called a home-site, from Defendants.

3. As expected in any landlord-tenant relationship, for each occupied home-site of Chelmsford Commons' about 255 available home-sites, at least one person pays rent to the community owner.

4. While the homeowner, resident, and rent-payer are often the same individual, there are many circumstances where this may not be true, including, but not limited to, when there is a sub-tenancy, there is an assignment, there are roommates, or someone else gratuitously pays the rent.

5. Regardless of who pays rent to the community owner, Section 32L(2) of the Manufactured Housing Act requires that a community owner charge uniform rent for similarly situated home-sites.

6. Prior to January 1, 2021, the home-site rents were, in part, determined by a "Master Lease" agreed to in 1990 as part of a negotiated settlement involving the prior community owners.

7. The terms of the "Master Lease" expired on December 31, 2020.

8. Yet, Defendants continue to charge non-uniform rents, where the disparity is based upon the purchase date of the home on each home-site.

9. Based on this practice, the home-site rents have differed throughout Defendants' management over the community and have ultimately led to rent disparities of over \$200 between home-sites that are effectively the same.

10. While Defendants are given much flexibility in establishing rent, all rents charged still must meet the uniformity standard required by Section 32L(2).

11. On November 24, 2020, the Supreme Judicial Court released its Decision in Blake which left no doubt as to Defendants' obligations with respect to Section 32L(2).

12. Yet, even after this decision was published, Defendants have continued to charge and collect different rents for similar home-sites based on the purchase date of the home on each home-site – a disparity specifically prohibited by the Blake Decision.

13. Plaintiff Scott Smith is a long-term resident and manufactured home owner in Chelmsford Commons who has resided in the community for over twenty years and during this time has paid home-site rent to Defendants – a rent that is higher than one or more of his neighbors who rent a similar home-site, simply because of the date Mr. Smith purchased his home.

14. By this action, Mr. Smith, on behalf of himself and other similarly-situated current and former rent-payers of Chelmsford Commons, seeks damages from Defendants to compensate him and other rent-payers for the economic harms they have suffered as a result of Defendants' unlawful charging and collecting of disparate rents from January 1, 2021 onward and seeks injunctive relief requiring Defendants to discontinue this practice.

JURISDICTION & VENUE

15. Mr. Smith invokes the jurisdiction of the Court pursuant to Section 9(1) of General Laws Chapter 93A – insofar as Mr. Smith seeks to hold Defendants liable for their violations of the Consumer Protection Act – and pursuant to Section 1 of General Laws Chapter 214 – insofar as Mr. Smith seeks equitable redress for Defendants' misconduct.

16. Venue before the Court is proper pursuant to Sections 1 and 8 of Chapter 223, as Defendants maintain their usual place of business within the Commonwealth in Chelmsford, within the County of Middlesex.

PARTIES

17. Plaintiff Scott Smith has lived in a mobile home site at Chelmsford Commons and paid home-site rent for more than twenty years.

18. Defendant Chelmsford Group, LLC (“CG”) is the owner of the land leased to Chelmsford Commons residents and holds the applicable licensure which permits Chelmsford Commons to operate as a manufactured housing community in the Commonwealth.

19. Defendant Newbury Management Company (“Newbury”) is responsible for managing operations at Chelmsford Commons.

FACTS

I. GENERAL ALLEGATIONS

20. Chelmsford Commons is a manufactured housing community located in Chelmsford, Massachusetts.

21. There are about 255 home-sites within Chelmsford Commons available to rent.

22. All Chelmsford Commons home-sites come with similar services, amenities, and lot sizes.

23. In 1990, a “Master Lease,” which purported to provide a rent-setting structure, was signed as part of a settlement agreement.

24. After thirty years, by its own terms, the “Master Lease” expired on December 31, 2020.

25. In 2011, Defendants bought and began their management of Chelmsford Commons.

26. Since then, Defendants have operated the community, including charging and collecting rent, managing day-to-day activity, and offering occupancy agreements.

27. Defendants have charged disparate rents for similarly situated home-sites since 2011, rents which differ based upon the purchase date of the home on each home-site – pursuant to the “Master Lease,” which expired at the end of 2020.

28. Following the expiration of the “Master Lease,” Defendants continue to not only inexplicably charge disparate home-site rents, but have made no attempts to lessen the vast differences.

29. In or around November and December of 2020, Defendants circulated a letter and enclosed documents to Mr. Smith and others in Chelmsford Commons (the “Lease Package”).

30. This letter was entitled “Termination of Tenancy As Master Leases Comes to an End on December 31, 2020 And Offer to Establish New Tenancy Pursuant to GL c. 140 §§ 32 et seq. 940 CMR 10.00 et seq and GL c. 186, §12.”

31. Enclosed with this letter was an occupancy agreement offering three lease duration options: at-will, five-year, or ten-year.

32. The Lease Package required a signed return of the Occupancy Agreement, indicating which lease option the recipient chose.

33. If no signed return was made, the Lease Package states Defendants “shall treat [the recipient] as a tenant-at-will.”

34. Even though all of the home-sites in Chelmsford Commons are similar and the terms of the tenancies offered in each of the Lease Packages were essentially the same, the monthly rental amounts offered in each Lease Package varied greatly.

35. The Lease Package received by Mr. Smith offered a monthly rent of \$679.40.

36. The Lease Package received by Mr. Smith’s neighbor residing at Site No. 157 (“Mr. Layes”) offered a monthly rent of \$626.52.

37. Mr. Layes accepted for the term of a ten-year lease.

38. Lease Packages received by other neighbors of Mr. Smith offered a monthly rent of over \$800.

39. On January 1, 2021, Defendants implemented and began charging and collecting rent pursuant to the terms of the Lease Packages.

40. Mr. Smith, through counsel and on behalf of all similarly situated current or former rent-payers of Chelmsford Commons, sent a letter to Defendants, pursuant to Chapter 93A of the General Laws, demanding that Defendants charge uniform rent to all rent-payers within the community, that the rents charged should be no higher than the rent offered to and accepted by Mr. Layes, and that Defendants reimburse Mr. Smith and all similarly situated rent-payers for any and all overpaid rent.

41. This letter was sent on or about January 8, 2021.

42. To date, Defendants have not responded with a reasonable settlement offer.

43. By this action, Mr. Smith, on behalf of himself and all similarly situated current and former rent-payers of Chelmsford Commons, seeks damages to compensate all rent-payers for injuries they have suffered as a result of Defendants' unlawful charging of disparate rents since January 1, 2021 and seeks injunctive relief requiring Defendants to start charging uniform rents – no higher than \$626.52 per month – in accordance with Section 32L(2).

II. CLASS ALLEGATIONS

44. Mr. Smith brings his Consumer Protection Act claim on behalf of himself and a putative class of current and former rent-payers of Chelmsford Commons that includes, at a minimum, a majority of rent-payers of the about 255 Chelmsford Commons home-sites

(“Putative Class”), insofar as most – if not all – rent-payers at Chelmsford Commons have been charged and have paid rents higher than the rent charged to and paid by Mr. Laves.

45. Mr. Smith is similarly situated to all members of the Putative Class insofar as Mr. Smith and all such members have paid disparate home-site rent to Defendants that is unlawfully based on the purchase date of the home on each home-site.

46. This unlawful rent practice has caused Mr. Smith to suffer an injury similar to the injury suffered by all members of the Putative Class insofar as both Mr. Smith and all such class members have overpaid rent to Defendants.

47. Mr. Smith and undersigned counsel have demonstrated that they can, and will, both fairly and adequately protect the interests of the Putative Class members in pursuing this action.

48. Specifically, Mr. Smith has a demonstrated track-record of civic involvement at Chelmsford Commons, is committed to obtaining a just resolution to this dispute to the benefit of all Putative Class members, and lacks any reason because of which he may fail to vigorously seek the same.

49. Specifically, the undersigned counsel is an attorney of a civil legal aid organization, an organization which has experience litigating class actions including matters involving both the Manufactured Housing Act as well as the Consumer Protection Act, is also committed to obtaining a just resolution of this dispute to the benefit of all Putative Class members, and similarly lacks any reason because of which he may fail to vigorously seek the same.

FIRST CAUSE OF ACTION
BY SCOTT SMITH ON BEHALF OF HIMSELF AND THE CLASS
GL. C. 93A § 9

50. Paragraphs 1 through 49 are incorporated herein, as if fully restated below.

51. Mr. Smith and each similarly situated current or former rent-payer of Chelmsford Commons is a person, as that term is used in Section 9(1) of Chapter 93A.

52. Defendants are each a person engaged in the conduct or a trade of commerce, as those terms are used in Sections 2(a) and 9(1) of Chapter 93A – specifically as either an operator or licensee, as those terms are used in Section 10.01 of the Code of Massachusetts Regulations Title 940.

53. Defendants' unlawful charging of disparate rent to Mr. Smith and other rent-payers of Chelmsford Commons was an unfair or deceptive act or practice, pursuant to Section 2 of Chapter 93A and Section 32L of Chapter 140 of the General Laws.

54. Defendants knew, or should have known, that their failure to implement such policies and procedures violated the Manufactured Housing Act and their repeated failure to do so was willful.

55. To date, Defendants have not responded with a reasonable settlement offer.

56. Defendants' unlawful charging of disparate rent injured Mr. Smith and numerous other similarly situated rent-payers of Chelmsford Commons by over-charging and collecting unlawful rent.

57. The continued unlawful conduct of Defendants will irreparably harm Mr. Smith and each member of the Putative Class if not stopped by the Court, insofar as the lack of judicial intervention will require Smith and each Class member to file a multiplicity of lawsuits to ensure that his or her respective monthly rent is charged and collected in a lawful manner.

58. Equitable relief requiring Defendants to charge uniform rents simply requires that Defendants follow the law and will substantially benefit Mr. Smith and each member of the Putative Class.

REQUESTED RELIEF

WHEREFORE, Scott Smith respectfully requests that the Court:

A. Enter an order against all Defendants, jointly and severally, awarding Scott Smith and members of the Putative Class the actual, incidental, consequential, and multiple damages suffered by them as a result of Defendants' unlawful conduct or the maximum amount of statutory damages provided by law;

B. Issue a class-wide injunction ordering Defendants within thirty days to charge uniform rents to all rent-payers of Chelmsford Commons no higher than \$626.52 per month;

C. Enter an order against all Defendants, jointly and severally, awarding to Mr. Smith and the members of the Putative Class the litigation costs and reasonable attorney's fees associated with the prosecution of this action;

D. Enter an order against all Defendants, jointly and severally, awarding to Mr. Smith and the members of the Putative Class pre- and post-judgment interest on all applicable amounts awarded by the Court; and


E. Enter any further order the Court deems necessary for the just and proper resolution of this matter.

Respectfully submitted,
SCOTT SMITH,
By his attorney,

This 31st day of March, 2021

/s/ Brian J. O'Donnell

Brian J. O'Donnell
BBO # 703773
Northeast Justice Center
50 Island Street, Suite 203B
Lawrence MA 01840
(978) 888-0634
bodonnell@njc-ma.org

CIVIL ACTION COVER SHEET	DOCKET NUMBER	Trial Court of Massachusetts The Superior Court	
		COUNTY Middlesex Superior Court (Lowell)	
Plaintiff Scott Smith, on behalf of himself and other similarly situated individuals ADDRESS: 270 Littleton Road, Unit 178 Chelmsford, MA 01824	Defendant: Chelmsford Group, LLC ADDRESS: 31200 Northwest Highway Farmington Hills, MI 48334		
Plaintiff Attorney: Brian O'Donnell ADDRESS: Northeast Justice Center 50 Island Street, Suite 203B Lawrence, MA 01840 BBO: 703773	Defendant Attorney: Michael Brown ADDRESS: Adler Pollock & Sheehan P.C. 175 Federal Street, 10th Floor Boston, MA 02110 BBO: 664239		
Plaintiff Attorney: ADDRESS: BBO:	Defendant: Newbury Management Group ADDRESS: 31200 Northwest Highway Farmington Hills, MI 48334 Defendant Attorney: Michael Brown ADDRESS: Adler Pollock & Sheehan P.C. 175 Federal Street, 10th Floor Boston, MA 02110 BBO: 664239		
TYPE OF ACTION AND TRACK DESIGNATION (see instructions section below)			
CODE NO. D03	TYPE OF ACTION (specify) Injunctive Relief	TRACK F	HAS A JURY CLAIM BEEN MADE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
*If "Other" please describe: 93A Unfair and Deceptive Business Practice			
Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Is there a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A			
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.			
TORT CLAIMS			
A. Documented medical expenses to date			
1. Total hospital expenses 2. Total doctor expenses 3. Total chiropractic expenses 4. Total physical therapy expenses 5. Total other expenses (describe below)	4/1/2021	_____ _____ _____ _____ _____	
		RECEIVED	
Subtotal (1-5):		\$0.00	
B. Documented lost wages and compensation to date C. Documented property damages to date D. Reasonably anticipated future medical and hospital expenses E. Reasonably anticipated lost wages F. Other documented items of damages (describe below)			
		TOTAL (A-F): _____	
G. Briefly describe plaintiff's injury, including the nature and extent of injury:			
CONTRACT CLAIMS			
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).			
Item #	Detailed Description of Each Claim	Amount	

1.	Defendants have charged unlawful rental fees to rent-payer, who seek return of such unlawful gains.	\$ ongoing
	Damages are accruing and the scope and size of class damages are unknown at this time.	Total ongoing
Signature of Attorney/Unrepresented Plaintiff: X <u>/s/Brian O'Donnell</u>		Date: <u>4/1/21</u>
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.		
CERTIFICATION PURSUANT TO SJC RULE 1:18		
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.		
Signature of Attorney/Unrepresented Plaintiff: X <u>/s/Brian O'Donnell</u>		Date: <u>4/1/21</u>

**CIVIL ACTION COVER SHEET INSTRUCTIONS
SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE**

AC Actions Involving the State/Municipality *

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
- AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
- AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

- A01 Services, Labor, and Materials (F)
- A02 Goods Sold and Delivered (F)
- A03 Commercial Paper (F)
- A04 Employment Contract (F)
- A05 Consumer Revolving Credit - M.R.C.P. §.1 (F)
- A06 Insurance Contract (F)
- A08 Sale or Lease of Real Estate (F)
- A12 Construction Dispute (A)
- A14 Interpleader (F)
- BA1 Governance, Conduct, Internal Affairs of Entities (A)
- BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
- BB1 Shareholder Derivative (A)
- BB2 Securities Transactions (A)
- BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
- BD1 Intellectual Property (A)
- BD2 Proprietary Information or Trade Secrets (A)
- BG1 Financial Institutions/Funds (A)
- BH1 Violation of Antitrust or Trade Regulation Laws (A)
- A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

- D01 Specific Performance of a Contract (A)
- D02 Reach and Apply (F)
- D03 Injunction (F)
- D04 Reform/ Cancel Instrument (F)
- D05 Equitable Replevin (F)
- D06 Contribution or Indemnification (F)
- D07 Imposition of a Trust (A)
- D08 Minority Shareholder's Suit (A)
- D09 Interference in Contractual Relationship (F)
- D10 Accounting (A)
- D11 Enforcement of Restrictive Covenant (F)
- D12 Dissolution of a Partnership (F)
- D13 Declaratory Judgment, G.L. c. 231A (A)
- D14 Dissolution of a Corporation (F)
- D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

- PA1 Contract Action involving an Incarcerated Party (A)
- PB1 Tortious Action involving an Incarcerated Party (A)
- PC1 Real Property Action involving an Incarcerated Party (F)
- PD1 Equity Action involving an Incarcerated Party (F)
- PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
- B04 Other Negligence - Personal Injury/Property Damage (F)
- B05 Products Liability (A)
- B06 Malpractice - Medical (A)
- B07 Malpractice - Other (A)
- B08 Wrongful Death - Non-medical (A)
- B15 Defamation (A)
- B19 Asbestos (A)
- B20 Personal Injury - Slip & Fall (F)
- B21 Environmental (F)
- B22 Employment Discrimination (F)
- BE1 Fraud, Business Torts, etc. (A)
- B99 Other Tortious Action (F)

RP Summary Process (Real Property)

- S01 Summary Process - Residential (X)
- S02 Summary Process - Commercial/ Non-residential (F)

RP Real Property

- C01 Land Taking (F)
- C02 Zoning Appeal, G.L. c. 40A (F)
- C03 Dispute Concerning Title (F)
- C04 Foreclosure of a Mortgage (X)
- C05 Condominium Lien & Charges (X)
- C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

- E18 Foreign Discovery Proceeding (X)
- E97 Prisoner Habeas Corpus (X)
- E22 Lottery Assignment, G.L. c. 10, § 28 (X)

AB Abuse/Harassment Prevention

- E15 Abuse Prevention Petition, G.L. c. 209A (X)
- E21 Protection from Harassment, G.L. c. 258E(X)

AA Administrative Civil Actions

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)
- E03 Certiorari Action, G.L. c. 249, § 4 (X)
- E05 Confirmation of Arbitration Awards (X)
- E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)
- E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)
- E08 Appointment of a Receiver (X)
- E09 Construction Surety Bond, G.L. c. 149, § 29, 29A (A)
- E10 Summary Process Appeal (X)
- E11 Worker's Compensation (X)
- E16 Auto Surcharge Appeal (X)
- E17 Civil Rights Act, G.L. c.12, § 11H (A)
- E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)
- E25 Pleural Registry (Asbestos cases) (X)
- E94 Forfeiture, G.L. c. 265, § 56 (X)
- E95 Forfeiture, G.L. c. 94C, § 47 (F)
- E99 Other Administrative Action (X)
- Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)
- Z02 Appeal Bond Denial (X)

SO Sex Offender Review

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)
- E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

RC Restricted Civil Actions

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)
- E27 Minor Seeking Consent, G.L. c.112, § 12S(X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.**

Smith v. Chelmsford Group, LLC, No. 1:21-cv-10654-DJC (D. Mass.)
Motion for Preliminary Approval of Settlement with Attachments, Including Proposed Settlement,
and Memorandum of Law in Support of Motion

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
SCOTT SMITH, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Case No. 1:21-cv-10654
)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

**PLAINTIFF’S ASSENTED-TO MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Pursuant to Fed. R. Civ. P. 23(b)(2), 23(b)(3) and 23(e), Plaintiff Scott Smith requests that the Court conditionally certify the proposed Rule 23(b)(2) and Rule 23(b)(3) classes for settlement purposes only, preliminarily approve the proffered Class Action Settlement Agreement and Release (“Settlement”) and corresponding class notices (“Notices”), submitted herewith respectively as **Exhibits 2-4**, and issue the additional directives contained in the Preliminary Approval Order submitted herewith as **Exhibit 1**.

Defendant Newbury Management Company (“Newbury”) is a national property management company engaged to manage manufactured housing communities, that is, communities where the tenants or residents typically own their manufactured homes but rent from the landowner the land on which their homes sit, land that is often called a home site. Newbury acts as the property manager for one such community located in Chelmsford, Massachusetts – called Chelmsford Commons – where Mr. Smith resides and which is owned by Defendant Chelmsford Group, LLC. Through the instant action, Mr. Smith has asserted that since January of 2021 Defendants have violated Section 32L(2) of the Massachusetts Manufactured Housing Act,

Mass. Gen. Laws ch. 140, § 32L(2), in their operation of Chelmsford Commons by implementing a rent structure which he believes is unlawful¹ because it imposes higher rents on more recent entrants such that tenants or residents who lease similar home sites and receive similar services from Defendants pay disparate rents.

By this action, Mr. Smith has sought equitable relief, pursuant to the Massachusetts Consumer Protection Act, requiring Defendants to impose equal rents upon tenants or residents who lease similar home sites and receive similar services from Defendants (“Community Rent”) as well as to honor home-site rents already established by operative lease agreements. By this action, Mr. Smith has further sought monetary relief in the form of damages, also pursuant to the Consumer Protection Act, corresponding to the amount of home-site rent paid by each tenant or resident since January of 2021 in excess of the Community Rent. By the instant Motion, Mr. Smith seeks to begin the process of settling his claims on behalf of two overlapping classes of tenants or residents who have been obligated to pay rent to Chelmsford Commons since September 13, 2022 (“Settlement Classes”), so that all current or future tenants or residents receive the benefit of the rent structure which Smith has negotiated and so that all current tenants or residents receive compensation for the overpayments alleged.

With respect to his certification request, the Consumer Protection Act claims Mr. Smith asserts on behalf of the proposed Settlement Classes satisfy the requirements of Fed. R. Civ. P. 23(a), Fed. R. Civ. P. 23(b)(2), Fed. R. Civ. P. 23(b)(3) and Fed. R. Civ. P. 23(e)(1)(B) and thus conditional certification of the proposed Classes for settlement purposes is warranted. The proposed Settlement Classes both satisfy the Rule 23(a)(1) numerosity requirement, insofar as the Classes will each have more than 200 members – *i.e.*, the number of home sites at Chelmsford

¹ Defendants dispute that their rent structure violates Massachusetts law.

Commons. The proposed Settlement Classes also both satisfy the Rule 23(a)(2) commonality requirement, given that resolution of each Class member's claim would require the same core factual determination concerning the contours of the Chelmsford Commons rent structure as well as the same core legal determination concerning the legality of that rent structure. The proposed Classes further both satisfy the Rule 23(a)(3) typicality requirement since Defendants have imposed the same challenged rent structure on all members of the proposed Settlement Classes and thus the same remedial legal theory rooted in the Consumer Protection as well as Manufactured Housing Acts applies to the claims of all Class members. Both proposed Settlement Classes additionally satisfy the Rule 23(a)(4) adequacy requirements, given that Mr. Smith's lawyers are public interest attorneys with substantial experience handling manufactured housing class actions and who – along with Mr. Smith – have vigorously litigated this action on behalf of the proposed Classes. Moreover, none of Mr. Smith's circumstances manifest any conflict with the Settlement Classes he wishes to represent or other indication of unfitness for the role he wishes to serve.²

As for Rule 23(b), the proposed Rule 23(b)(2) Class's claim for equitable relief on behalf of current or future tenants or residents of Chelmsford Commons seeks an order which, if obtained, will reconfigure the rent structure generally applicable at Chelmsford Commons for the benefit of all Class members, as required by Rule 23(b)(2). Moreover, the proposed Rule 23(b)(3) Class's claim for money damages on behalf of current Chelmsford Commons tenants or residents satisfies Rule 23(b)(3)'s predominance and superiority requirements. Specifically, common questions of law and fact predominate insofar as all of the elements of the Rule 23(b)(3) Settlement Class's Consumer Protection Act claim rely on the same constellation of factual and legal issues relating

² Although Defendants assent to the motion for conditional class certification for settlement purposes only, they disagree that the classes would be amenable to class certification for trial purposes and have reserved all rights to dispute class certification.

to the challenged Chelmsford Commons rent structure. And pursuing this litigation as a class action is the most fair and efficient method of adjudicating Rule 23(b)(3) Settlement Class members' rights, since class-wide resolution will promote a uniform result for Class members and will not present any overly burdensome administrative hurdles requiring the participation of individual members by avoiding any possible trial. Without more, the proposed Settlement Classes merit conditional certification for the purpose of advancing the proffered Settlement.

With respect to Mr. Smith's request for a preliminary approval order, the proffered Settlement is fair, reasonable and adequate on its face and thus preliminary approval is warranted. The cornerstone of the Settlement is a negotiated rent structure which will ensure that current or future tenants or residents of Chelmsford Commons experience predictable rent increases and that rents in the community will equalize during the term of Settlement, the latter of which is guaranteed by **Defendants' commitment to cap home-site base rent in the community at the current market rent of \$964.37 per month during the term of the Settlement.** Specifically, during the term of the Settlement:

- For Chelmsford Commons tenants or residents who have operative home-site lease agreements (also called occupancy agreements), Defendants will honor all such agreements, which limit base-rent adjustments to one annual increase of either 4.5% or a percentage tied to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Boston, Massachusetts – ALL items (1967=100) (“CPI Percentage”), whichever is greater;
- For all other Chelmsford Commons tenants or residents, that is, those without the protection of an operative occupancy agreement, Defendants will similarly limit base-

rent adjustments to one annual increase of either 4.5% or the CPI Percentage, whichever is greater;

- Once any tenant or resident's base rent reaches \$964.37, it will not increase for the duration of the Settlement term; and
- New tenants or residents who enter Chelmsford Commons will pay no more than \$964.37 in base rent for the duration of the Settlement.

This negotiated rent structure will remain in effect until every tenant or resident at Chelmsford Commons is assessed a home-site base rent of \$964.37 and thus all base rents are equal, as Mr. Smith contends is required by Section 32L(2) of the Manufactured Housing Act. Although the exact duration of the Settlement will depend on factors such as tenant or resident attrition or whether periods of high inflation cause rents to equalize more quickly, the undersigned estimate that the Settlement's negotiated rent structure will remain in effect for about 10 years. In addition to preserving the long-term affordability of Chelmsford Commons for current or future tenants or residents, the Settlement also provides current tenants or residents with a payment of \$50 per home site in lieu of rent overpayment damages incurred since January of 2021.

To ensure that that as many Settlement Class members as possible are notified of the Settlement, the Settlement requires the retention of a professional settlement administrator which will be charged with identifying current contact information for all members of the Settlement Classes and which will effect notice on all such Class members by first-class mail, by electronic mail (where electronic mail addresses are available) and by publication in the regional newspaper – the *Lowell Sun*. The settlement administrator will also maintain a dedicated telephone number and website to provide information to Class members. Moreover, all expenses related to the administration of the Settlement will be paid by Defendants.

Lastly, the Settlement will compensate the undersigned, as class counsel, in an amount up to \$200,000 for reasonable litigation costs as well as attorney's fees associated with prosecuting this litigation, and will compensate Mr. Smith, in an amount up to \$2,000, for his service to the class – amounts which, as described in more detail by the attached Memorandum of Law, are reasonable given the history and results of this litigation. The proffered Settlement on its face is fair, reasonable and adequate and should be preliminarily approved.

Based on the foregoing as well as the Memorandum of Law and **Exhibits 1 through 7** submitted herewith, Mr. Smith respectfully requests that the Court, pursuant to Fed. R. Civ. P. 23:

- (1) preliminarily determine that the proffered Settlement, submitted herewith as **Exhibit 2**, is fair, reasonable and adequate on its face;
- (2) conditionally certify – for settlement purposes only – the proposed Rule 23(b)(3) Settlement Class: all persons who resided at Chelmsford Commons or were obligated to pay rent to the operator of Chelmsford Commons as of September 13, 2022, except those who properly exclude themselves from the Settlement;
- (3) conditionally certify – for settlement purposes only – the proposed Rule 23(b)(2) Settlement Class: all persons who resided at Chelmsford Commons or were obligated to pay rent to the operator of Chelmsford Commons as of September 13, 2022 and all persons who will reside at Chelmsford Commons or will be obligated to pay rent to the operator of Chelmsford Commons after September 13, 2022 and during the “Settlement Period,” as defined by the Settlement;

(4) conditionally appoint Plaintiff Scott Smith as the representative of the Settlement Classes so that he may prosecute this action for damages and equitable relief, respectively, on behalf of the Classes, for settlement purposes only;

(5) conditionally appoint Ethan R. Horowitz, Esq. and Brian J. O'Donnell, Esq. of the Northeast Justice Center as Class Counsel for the Settlement Classes, for settlement purposes only;

(6) designate Atticus Administration LLC as the Settlement Administrator with the authority to accept and disburse funds as directed by the Court or the Settlement as well as order Atticus Administration LLC to provide notice to the Class members, substantially in the form of the Notices submitted herewith as **Exhibits 3-4** and in conformance with the requirements of the Settlement;

(7) set a final approval hearing approximately 120 days from the date of the Court's Order on this Motion; and

(8) issue the remaining directives contained in the proposed Preliminary Approval Order, which is submitted herewith as **Exhibit 1** and which are necessary for this proposed Settlement to proceed.

Respectfully submitted,
SCOTT SMITH,
By his attorneys,

This 19th day of September 2022

/s/ Ethan R. Horowitz

/s/ Brian J. O'Donnell

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CERTIFICATE OF SERVICE

I hereby certify that on September 19, 2021, the foregoing Motion and the exhibits referenced therein were electronically filed with the Clerk of the Court through the CM/ECF system, which will send notification of such filing to registered participants, including counsel for the Defendants.

/s/ Ethan R. Horowitz

Dated: September 19, 2022

Ethan R. Horowitz
BBO # 674669

CERTIFICATE OF RULE 7.1(A) COMPLIANCE

I hereby certify that the parties to the above-captioned litigation, through counsel, conferred in good faith concerning the relief sought in the instant Motion and counsel for Defendants assented to such relief.

/s/ Ethan R. Horowitz

Dated: September 19, 2022

Ethan R. Horowitz
BBO # 674669

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

_____)	
SCOTT SMITH, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Case No. 1:21-cv-10654
)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

PRELIMINARY APPROVAL ORDER

Upon consideration of the Plaintiff’s Assented-to Motion for Preliminary Approval of Class Action Settlement Agreement and Release (“Motion for Preliminary Approval”), Doc. 96, along with the Class Action Settlement Agreement and Release Between Plaintiff, Scott Smith, for Himself and on Behalf of the Settlement Classes, and Defendants, Chelmsford Group, LLC, and Newbury Management Company (“Settlement Agreement”), attached as Exhibit 2 to the Motion for Preliminary Approval, Doc. 96-2, and all of the additional papers filed in connection therewith, the arguments of counsel, the evidence submitted, and all other matters presented to the Court, the Court hereby grants preliminary approval of the settlement to be consummated under the Settlement Agreement (“Settlement”) upon the terms and conditions set forth in this Order. The Court makes the following findings and orders, and sets the deadlines listed at the end of this Order.

FINDINGS OF FACT

1. Chelmsford Commons is a manufactured housing community located in Chelmsford, Massachusetts, that offers affordable homeownership opportunities and wherein

tenants or residents typically own their manufactured homes but rent the land on which those homes sit, land which is also called a home site.

2. At all times relevant to this litigation, Chelmsford Commons has leased or offered for lease approximately 242 home sites.

3. Defendants began owning or managing Chelmsford Commons in 2011, when Defendant Chelmsford Group, LLC, acquired Chelmsford Commons from its former owner and contracted Defendant Newbury Management Company to manage the community.

4. At the time Defendant Chelmsford Group, LLC, acquired Chelmsford Commons, the community's rent structure was governed by a judicially-approved settlement agreement that had been in effect since 1991 and that, by its own terms, expired at the end of 2020 ("Master Lease").

5. The Master Lease permitted the community's former owner to charge higher rents to new entrants, a practice which generally resulted in new entrants paying higher rents than existing tenants or residents despite the fact that all tenants or residents leased similar home sites and received similar services in exchange for their rent.

6. Following Defendant Chelmsford Group, LLC's acquisition of Chelmsford Commons, Defendants continued this practice of maintaining a staggered rent structure.

7. Plaintiff has leased a home site at Chelmsford Commons since 1998 and has during such time resided in a manufactured home located on that site.

8. In or around November of 2020, Defendants circulated proposed home-site lease agreements (called occupancy agreements) to all tenants or residents of Chelmsford Commons that offered the same staggered base rents that Defendants had assessed prior to the expiration of the Master Lease and that would take effect following the expiration of the Master Lease.

9. The circulated occupancy agreements limited base-rent adjustments to one annual increase of either 4.5% or a percentage tied to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Boston, Massachusetts – ALL items (1967=100) (“CPI Percentage”), whichever is greater in any given year.

10. Numerous Chelmsford Commons tenants or residents subsequently signed the circulated occupancy agreements, which remain operative for five-year or 10-year terms.

11. On January 8, 2021, Plaintiff – through counsel and on behalf of himself as well as a putative class of Chelmsford Commons rent payers – sent a statutory demand letter to each of the Defendants, a letter which challenged the rents assessed by Defendants after expiration of the Master Lease as violating Section 32L(2) of the Massachusetts Manufactured Housing Act and which sought both equitable relief and damages.

12. In response to his demand letter, Defendants filed an action before this Court (“Related Action”) that sought relief against Plaintiff under the Declaratory Judgment Act.

13. On April 1, 2021, Plaintiff commenced the instant action in the Massachusetts Superior Court for Middlesex County.

14. On April 20, 2021, Defendants removed the instant action to this Court.

15. During the subsequent 13 months, the parties vigorously litigated both the instant action as well as the Related Action.

16. Such litigation included: Plaintiff’s Rule 12 motion to dismiss the Related Action, which was granted by the Court; Plaintiff’s motion to remand the instant action to state court, which was denied by the Court; Plaintiff’s motion for class certification, which was denied without prejudice by the Court; and Defendants’ motion for judgment on the pleadings, which the parties argued and which remains pending.

17. Shortly after oral argument on the motion for judgment on the pleadings, and at the Court's suggestion, the parties attempted to mediate a resolution of the instant action with the assistance of The Honorable Mitchel H. Kaplan (retired), a highly capable and experienced mediator.

18. After three mediation sessions before Judge Kaplan, sessions which included the confidential disclosure of informal discovery to Plaintiff by Defendants through counsel, the parties reached an agreement to resolve this action, as embodied in the terms of the Settlement Agreement.

19. The parties to the above-captioned action have freely and voluntarily entered into the Settlement Agreement, in which they have agreed to resolve this action, subject to the approval of the Court and its determination as to the fairness, reasonableness and adequacy of the Settlement.

20. If approved, the Settlement will result in the dismissal of the claims of Plaintiff and the proposed settlement class members with prejudice, except that the individualized monetary damage claims of settlement class members who file timely and valid requests for exclusion from the proposed Rule 23(b)(3) class will be dismissed without prejudice.

21. The Court has reviewed the Settlement Agreement and all materials filed related thereto, and all prior proceedings herein, and has found good cause based on the record to support the following orders.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

22. **Conditional Class Certification.**

A. Pursuant to the class action criteria of Federal Rules of Civil Procedure 23(a), 23(b)(2), 23(b)(3) and 23(e)(1)(B)(ii), the Court conditionally certifies a Rule 23(b)(2) Class for

the purpose of resolving Plaintiff's injunctive relief claim as outlined in the Settlement Agreement and a Rule 23(b)(3) Class for the purpose of resolving Plaintiff's damages claim as also outlined in the Settlement Agreement.

B. The Rule 23(b)(2) Class consists of all persons who resided at Chelmsford Commons or were obligated to pay rent to the manager of Chelmsford Commons as of September 13, 2022, and all persons who will reside at Chelmsford Commons or will be obligated to pay rent to the manager of Chelmsford Commons after September 13, 2022, and during the "Settlement Period," as defined in the Settlement Agreement.

C. The Rule 23(b)(3) Class consists of all persons who resided at Chelmsford Commons or were obligated to pay rent to the manager of Chelmsford Commons as of September 13, 2022, except those who properly exclude themselves from the Settlement pursuant to the terms of the Settlement Agreement and this Order.

D. Rule 23(b)(2) Class members will not be allowed to file a request for exclusion from the Rule 23(b)(2) Class.

E. The Court preliminarily finds, for settlement purposes only, that the prerequisites for a class action under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure have been met, in that: (1) each of the proposed Classes is so numerous that joinder of all individual Class members in this action is impracticable; (2) there are questions of law and fact common to each of the proposed Classes and those common questions of law and fact predominate over any individual questions; (3) the claims of Plaintiff are typical of the claims of each Class; (4) Plaintiff and the proposed class counsel both have fairly and adequately represented the interests of each Class and will likely continue to do so in the future; (5) as far as the Court can discern at this time, no apparent conflict exists between Plaintiff and either of the proposed Classes he seeks to

represent; (6) the proposed Rule 23(b)(3) Class is superior to other available methods for the fair and efficient adjudication of the controversy; and (7) Defendants have acted or refused to act on grounds that apply generally to the Rule 23(b)(2) Class such that the relief proposed in the Settlement Agreement adheres to the benefit of each member of the Rule 23(b)(2) Class and to that Class as a whole.

F. If the Court does not grant final approval of the Settlement, or if the Settlement Agreement is terminated in accordance with its terms, or if the Settlement does not become effective for any reason, then: (1) this conditional certification of the Rule 23(b)(2) Class and the Rule 23(b)(3) Class set forth herein will be vacated and become null and void such that it will not be used or referred to for any purpose in this action or in any other proceeding and such that this Order may not be used against any party to this action or in any other proceeding; and (2) this action will proceed as though no class had been certified, without prejudice to any party's position on the issue of class certification or any other issue.

22. **Conditional Class Representative and Class Counsel Designation.** For settlement purposes only, and after considering the relevant factors in Fed. R. Civ. P. 23 and subject to further consideration at the fairness hearing referenced below, Plaintiff is conditionally designated as representative of the Rule 23(b)(2) Class and of the Rule 23(b)(3) Class and the proposed class counsel is conditionally appointed as Class Counsel for the Rule 23(b)(2) Class and for the Rule 23(b)(3) Class. Class Counsel are:

Ethan R. Horowitz, Esq. &
Brian J. O'Donnell, Esq.
Northeast Justice Center
50 Island Street, Suite 203B
Lawrence, MA 01840
(978) 888-0624
ehorowitz@njc-ma.org

23. **Settlement Administrator Appointment.** The Court hereby: (1) appoints Atticus Administration, LLC, as Settlement Administrator to supervise and administer the notice plan as set forth in the Settlement Agreement; (2) confers upon Atticus Administration, LLC, the authority to accept and disburse funds as directed by the Settlement Agreement or by the Court; and (3) otherwise designates Atticus Administration, LLC, as the Settlement Administrator contemplated in the Settlement Agreement.

24. **Preliminary Approval of the Settlement.** The Court has conducted a preliminary assessment of the fairness, reasonableness and adequacy of the Settlement. Based on this preliminary assessment, the Court finds that: (1) the Settlement is fair, reasonable and adequate and otherwise within the range necessary for preliminary approval; and (2) the Settlement appears to have been negotiated, as far as the Court can discern at this time, in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case, subject to further review at the fairness hearing referenced below. The Court therefore preliminarily approves the proposed Settlement as set forth in the Settlement Agreement.

25. **Class Notice.**

A. The Court further finds that: (1) the form and content of the proposed class notices submitted with the Motion for Preliminary Approval provide notice of the material terms of the Settlement to the members of the Rule 23(b)(2) Class and to the members of the Rule 23(b)(3) Class (collectively, "Class Members") for their consideration; and (2) the plan for providing such notice to Class Members as set out in the Settlement Agreement is the best practicable under the circumstances.

B. The Court thus approves the notice plan set out in the Settlement Agreement and the form of the proposed class notices submitted with the Motion for Preliminary Approval

because together both: (1) satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process or any other applicable law and will constitute due, adequate and sufficient notice to all persons entitled thereto; and (2) are reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of this action, the terms of the proposed Settlement and their rights under that Settlement, including but not limited to their right to submit a request for exclusion from the Rule 23(b)(3) Class and their right to object to the proposed Settlement.

C. The Court further finds that the proposed notices submitted with the Motion for Preliminary Approval are written in simple terminology and are readily understandable by Class Members.

D. No other notice to Class Members is necessary other than that set forth in the Settlement Agreement.

E. The Settlement Administrator will execute the notice plan set forth in the Settlement Agreement and do so using the proposed notices submitted with the Motion for Preliminary Approval; however, the Settlement Administrator has discretion to format the proposed notices in a reasonable manner before mailing or publishing to minimize administration costs.

26. **Requests for Exclusion and Consequences of Exclusion.**

A. The Rule 23(b)(2) Class is mandatory, and no Rule 23(b)(2) Class member may request exclusion from the Rule 23(b)(2) Class.

B. Any Rule 23(b)(3) Class member who wishes to be excluded from the Rule 23(b)(3) Class must mail a written request for exclusion from the Rule 23(b)(3) Class to the Settlement Administrator in the manner required by the Settlement Agreement. The deadline for properly requesting exclusion is stated at the end of this Order. The Settlement Administrator's decision as

to whether any request for exclusion from the Rule 23(b)(3) Class is or is not timely or valid is final and binding.

C. Any Rule 23(b)(3) Class member who submits a timely and valid request for exclusion from the Rule 23(b)(3) Class will not have standing to object to any monetary relief in the Settlement, will be excluded from the Rule 23(b)(3) Class, and will receive no monetary relief provided in the Settlement, but will be included in the Rule 23(b)(2) Class and be bound by the Settlement as a Rule 23(b)(2) Class member.

D. A list identifying the Rule 23(b)(3) Class members requesting exclusion from the Rule 23(b)(3) Class will be assembled by the Settlement Administrator and filed with the Court no later than fifteen (15) days prior to the fairness hearing referenced below. The Settlement Administrator will provide this list to Class Counsel and counsel for Defendants as required by the Settlement Agreement.

27. **Right to Object or Appear at Fairness Hearing.**

A. Any member of the Rule 23(b)(2) Class or any member of the Rule 23(b)(3) Class (each a “Class Member” and, collectively, “Class Members”) who wishes to object to any aspect of the proposed Settlement must submit a written objection to the Settlement Administrator in the manner required by the Settlement Agreement. The deadline for properly submitting an objection is stated at the end of this Order. Objections that are untimely or otherwise not in compliance with the Settlement Agreement will not be considered by this Court.

B. Attendance by Class Members at the fairness hearing referenced below is not necessary. However, Class Members do have the right to appear and show cause, if they have any, why the terms of the Settlement should not be given final approval by the Court. Objection to the

Settlement may be made in person by Class Members on their own or through an attorney hired at their own expense.

C. Any Class Member who submits a timely objection and who also otherwise complies with the procedures for presenting objections as described above or in the Settlement Agreement may appear at the fairness hearing referenced below in support of the objection. Class Members who intend to make an appearance at the fairness hearing must file a notice of intention to appear with the Court no later than fourteen (14) days prior to the date of the fairness hearing, as set below. If a Class Member hires an attorney to represent the Class Member, the attorney must: (1) file a notice of appearance with the Clerk of the Court no later than fourteen (14) days before the date of the fairness hearing set below; and (2) send a copy of the notice of appearance to Class Counsel and counsel for Defendants by both U.S. mail and electronic mail.

D. Unless otherwise permitted by the Court, a Class Member who appears at the fairness hearing referenced below, or the Class Member's attorney, will be permitted to argue only those matters that were set forth in the timely and valid objection submitted by that Class Member. Unless otherwise permitted by the Court, no Class Member, or attorney representing that Class Member, will be permitted to raise matters at the fairness hearing that the Class Members could have raised in a written objection, but failed to do so, and all objections to the Settlement that are not set forth in a written objection will be deemed waived. Any Class Member or attorney who fails to comply with the applicable provisions of the Settlement Agreement, unless otherwise ordered by the Court, will be barred from appearing at the fairness hearing.

E. Any Class Member or attorney representing a Class Member who fails to comply with the procedures for presenting objections – either as described above or in the Settlement Agreement, unless otherwise ordered by the Court – will not be treated as having filed a valid

objection to the Settlement and will waive and forfeit any and all rights that the Class Member may have to submit a written objection, appear at the fairness hearing, seek reconsideration of the Court's final approval of the Settlement, or otherwise appeal the Court's final approval of the Settlement, and will be bound by all the terms of the Settlement upon final approval and by all proceedings, orders and judgments.

F. The parties to this action may file responses to objections with the Court within fourteen (14) days of the fairness hearing, as set below, unless otherwise directed by the Court.

28. **Fairness Hearing.** Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a fairness hearing on _____, 202__, at _____.m., before The Honorable Denise J. Casper of the United States District Court for the District of Massachusetts in Courtroom 11 of the John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, to consider all objections to the Settlement that are timely and that otherwise comply with the requirements of the Settlement Agreement and this Order, and to determine the following:

a. Whether the proposed Rule 23(b)(2) Class and the proposed Rule 23(b)(3) Class (collectively, the "Proposed Classes") each meets the applicable requirements of Federal Rule of Civil Procedure 23 and thus each Class should be finally certified;

b. Whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be granted final approval;

c. Whether Class Counsel's and Plaintiff's respective requests for attorney's fees and expenses and a class representative award should be allowed;

d. Whether a final order and judgment, as proposed by the parties, should be entered;

e. Whether the claims of Plaintiff and the Proposed Classes should be dismissed with prejudice, except that the individualized monetary relief claims of Rule 23(b)(3) Class members who filed a timely and valid request for exclusion would be dismissed without prejudice;

f. Whether the members of the Proposed Classes will be bound by the releases set forth in the Settlement Agreement;

g. Whether to incorporate into the Court's final order the relief provided by the Settlement Agreement to the Rule 23(b)(2) Class and whether to retain continuing jurisdiction over the same; and

h. Such other matters as the Court may deem appropriate.

The Court may adjourn or reschedule the fairness hearing, or order that the fairness hearing will be held via conference call or video conference, without further notice to the members of the Proposed Classes. Such an order by this Court will be posted by the Settlement Administrator on the settlement website.

29. **Motion for Attorney's Fees and Expenses.** All requests for approval of payment of attorney's fees and reimbursement of expenses, including Class Counsel's application for the same, will be filed no later than fourteen (14) days before the fairness hearing. Any objection to these requests will be filed with this Court no later than two (2) days before the fairness hearing. These requests will be heard by the Court at the time of the fairness hearing. The Settlement Administrator will post Class Counsel's request for attorney's fees and expenses on the settlement website contemplated by the Settlement Agreement within three (3) business days of the filing of the request with the Court.

30. **Class Representative Award.** Any request for approval of payment of a class representative award to Plaintiff will be filed no later than fourteen (14) days before the fairness hearing. Any objection to this request will be filed with this Court no later than two (2) days before the fairness hearing. The request will be heard by the Court at the time of the fairness hearing. The Settlement Administrator will post the request for a class representative award on the settlement website contemplated by the Settlement Agreement within three (3) business days of the filing of the request with the Court.

31. **Retention of Jurisdiction.** The Court will retain continuing jurisdiction to ensure the effectuation of the Settlement for the benefit of the Rule 23(b)(2) Class and the Rule 23(b)(3) Class.

32. **Miscellaneous.**

A. All other events contemplated by the Settlement Agreement to occur after this Order and before the fairness hearing, including but not limited to all aspects of settlement administration, will be governed by the Settlement Agreement.

B. The parties to this action will notify one another and work together to resolve matters involved in settlement administration that materially affect the proposed Rule 23(b)(2) Class and the proposed Rule 23(b)(3) Class.

C. This Court may order its final approval of the Settlement without further notice to the Proposed Classes. Any amendment to the Settlement hereafter made does not require further notice to the Proposed Classes if the amendment is consistent with this Order and does not limit the rights of members of the Proposed Classes.

D. This Order does not contain, constitute, reflect or imply any finding or conclusion by this Court as to any fault, omission, liability, or wrongdoing on the part of any of the

Defendants. This Order is not a finding of the validity or invalidity of any claim in this action or a determination of any wrongdoing by any of the Defendants. This Order does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims of Plaintiff and of the members of the Proposed Classes or the defenses of any of the Defendants.

E. The Settlement Administrator will place this Order on the settlement website contemplated by the Settlement Agreement within 30 days after this Order is entered. The Settlement Administrator will also place on such website the Settlement Agreement, the Motion for Preliminary Approval and its exhibits, and any other document required herein or deemed necessary to post by Class Counsel and counsel for Defendants.

F. **Deadlines.** The deadlines outlined below govern further action:

- Deadline for Settlement Administrator to mail and e-mail notice, as provided in the Settlement Agreement: _____, 2022 (within 30 days after issuance of this Order).
- Deadline for Settlement Administrator to publish notice, as provided in the Settlement Agreement: _____, 2022 (within 30 days after issuance of this Order).
- Deadline for a member of the Rule 23(b)(3) Class to submit a request for exclusion from the Rule 23(b)(3) Class, as provided by and in conformance with the Settlement Agreement: _____, 2022 (within 90 days after issuance of this Order).
- Deadline for a member to object to the Settlement, as provided by and in conformance with the Settlement Agreement: _____, 2022 (within 90 days after issuance of this Order).
- Deadline to file list of opt-outs with the Court: 15 days prior to the fairness hearing.
- Deadline to file notices of appearance at the fairness hearing: no later than 14 days prior to the fairness hearing.

- Deadline to file requests for attorney’s fees and expenses and class representative award: no later than 14 days prior to the fairness hearing.
- Deadline to file the motion for final approval: 10 days prior to the fairness hearing.
- Fairness Hearing: _____ a.m/p.m. _____, 202__ (no earlier than 120 days after issuance of this Order).

IT IS HEREBY ORDERED

Dated: _____, 2022

THE HONORABLE DENISE J. CASPER
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT 2

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE BETWEEN

**PLAINTIFF, SCOTT SMITH, FOR HIMSELF
AND ON BEHALF OF THE SETTLEMENT CLASSES,**

AND

**DEFENDANTS, CHELMSFORD GROUP, LLC,
AND NEWBURY MANAGEMENT COMPANY**

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE is made and entered into by and between Plaintiff, Scott Smith, for himself and on behalf of the Settlement Classes, and Defendants, Chelmsford Group, LLC, and Newbury Management Company. Capitalized terms have the meanings provided in Section 2, below.

RECITALS

- A. Defendants have owned and operated the Chelmsford Commons Manufactured Home Community since April 2011.
- B. Plaintiff has been a resident and tenant at Chelmsford Commons since 1998.
- C. When Defendants took over ownership and operation of Chelmsford Commons, a class-action settlement documented and effected by the Master Lease governed, among other things, rents charged at the Park.
- D. The Master Lease contained an escalation provision that allowed the Park's owner to increase rent when a tenant departed and a new tenant rented the lot.
- E. This escalation provision led to a "staggered" rent structure across the Park under which some tenants paid a higher monthly rent than other tenants did, regardless of whether tenants were leasing similar Lots and receiving similar services from the Park owner.
- F. The Master Lease expired by its terms on December 31, 2020.
- G. In November 2020, before the Master Lease expired, Defendants offered Occupancy Agreements to tenants at the Park that gave them the option to enter into tenancies at will, five-year leases, or 10-year leases.

H. The Occupancy Agreements maintained the staggered rent structure that had been established under the Master Lease.

I. In April 2021, after the Occupancy Agreements became effective, Plaintiff filed a Class Action Complaint for Injunctive Relief and Damages against Defendants in the Commonwealth of Massachusetts Superior Court, Middlesex County, captioned *Smith v. Chelmsford Group, LLC*, No. 2181CV00722 (Mass. Super. Ct. Middlesex County).

J. Plaintiff alleged that Defendants, by continuing the staggered rent structure established under the Master Lease, were violating Section 32L(2) of the Massachusetts Manufactured Housing Act, M.G.L. c. 140, § 32L(2), and thus were committing an unfair or deceptive trade practice or act under Chapter 93A of the Massachusetts General Laws, insofar as Defendants were charging different rents to residents or tenants who were leasing similar Lots and receiving similar services from Defendants.

K. Plaintiff sought class-wide relief in two forms: (i) an injunction requiring Defendants to set a uniform Park rent equal to the lowest rent that had been offered by Defendants in November of 2020 and then set in an operative Occupancy Agreement; and (ii) damages calculated as the difference between that uniform Park rent and any higher rent paid by a resident or tenant on or after January 1, 2021.

L. Defendants removed the Action to the United States District Court for the District of Massachusetts, captioned, *Smith v. Chelmsford Group, LLC*, No. 1-21-cv-10654 (D. Mass.), which Court has subject-matter jurisdiction over the Action under both the Federal statutory provisions providing for general diversity jurisdiction and the Federal statutory provisions governing jurisdiction under the Class Action Fairness Act. *See* 28 U.S.C. §§ 1332(a), (d), 1441, 1446, and 1453.

M. After the removal, Defendants counterclaimed against Plaintiff, and they moved for a judgment on the pleadings.

N. No class has been certified by the Court in the Action.

O. In May 2022, the Parties, at the Court's suggestion, went to mediation to discuss a possible resolution of the Action. After three mediation sessions with The Honorable Mitchell H. Kaplan (ret.), the Parties reached an agreement to resolve the Action, subject to the preparation and execution of a settlement agreement and the approval (preliminary and Final) by the Court.

P. This Settlement Agreement contains the terms of the Settlement that the Parties reached in mediation.

Q. Based on Class Counsel's and Plaintiff's independent investigation and evaluation of the Action, they are of the opinion that the Settlement provided in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the Settlement Classes in light of all the known facts and circumstances, including the uncertain outcome and risks associated with continued litigation, as well as the difficulties and delays inherent in litigation.

R. Based on Defendants' and Defense Counsel's independent investigation and evaluation of the Action, they believe that further litigation of the Action would be protracted, expensive, and contrary to Defendants' best interests. Substantial amounts of time, energy, and other resources have been devoted and, absent settlement, will continue to be devoted to Defendants' defense of the claims stated in the Action. Accordingly, Defendants and Defense Counsel are of the opinion that the Settlement provided in this Settlement Agreement is the most efficient manner in which to resolve the Parties' dispute.

S. It is therefore the mutual desire of the Parties to fully, finally, and forever compromise, settle, and discharge the Action and the Released Claims, for themselves and on behalf of the Settlement Classes, and on behalf of their respective Successors-in-Interest and Representatives, on the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants, and agreements contained in this Settlement Agreement and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, mutually agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Parties acknowledge and represent that all of the above Recitals are true and correct in all material respects, and all of these Recitals are incorporated by this reference in, and are made a part of, this Settlement Agreement.

2. **Definitions.** As used in this Settlement Agreement, capitalized terms not otherwise defined have the meanings provided below:

2.1. “180-Day Period” has the meaning provided in Section 19, below.

2.2. “Action” means the civil action commenced on April 1, 2021, in the Commonwealth of Massachusetts Superior Court, Middlesex County, captioned *Smith v. Chelmsford Group, LLC, et al.*, No. 2181CV00722 (Mass. Super. Ct. Middlesex County), and removed to the United States District Court for the District of Massachusetts on April 20, 2021, captioned, *Smith v. Chelmsford Group, LLC, et al.*, No. 1-21-cv-10654 (D. Mass.) (Denise J. Casper, J.).

2.3. “Administration Costs” means the fees and expenses of the Settlement Administrator incurred in connection with the Settlement.

2.4. “Base Rent” means the monthly amount charged as “Base Rent,” as that term is used in the Occupancy Agreements. Base Rent does not include the Town of Chelmsford license fee, as adjusted, real estate tax adjustments, water, sewer, and rubbish adjustments, late charges, and the cost of capital improvements, as provided and charged under the Occupancy Agreements. For the avoidance of doubt, Base Rent does not include any amount described separately from “Base Rent” in the Occupancy Agreements, including those amounts described under the headings, “Town of Chelmsford License Fee Adjustment,” “Real Estate Tax Adjustment,” “Water, Sewer, Rubbish Adjustments,” “Late Charges – Payment of Rent,” and “Capital Improvements.”

2.5. “CAFA” means the Class Action Fairness Act of 2005, Pub.L. 109-2, Feb. 18, 2005, 119 Stat. 4.

2.6. “CAFA Notice” has the meaning provided in Section 11, below.

2.7. “Chelmsford” means Chelmsford Group, LLC, a Delaware limited liability company.

2.8. “Chelmsford Commons” means the Chelmsford Commons Manufactured Home Community located at 270-288 Littleton Road, Chelmsford, Massachusetts 01824.

2.9. “Claims” means any and all claims, causes of action, demands, complaints, controversies, agreements, accounts, charges, compensation, debts, judgments, liabilities, obligations, promises, responsibilities, rights, and suits (including, but not limited to, any and all claims for any and all damages, losses, unjust enrichment, injunction, declaration, contribution, indemnification, fines, interest, penalties, multiple damages, restitution, wages, attorneys’ fees, litigation costs, expenses, expert and consulting fees, and for any other type or nature of legal or equitable relief), of every kind and character, whether based on Federal, state,

local, statutory, or common law, or any other law, principle of law, rule, or regulation, whether in law or in equity, whether contingent or noncontingent, whether accrued or not, whether already acquired or to be acquired in the future, whether known or unknown, in law or in equity, brought by way of demand, complaint, counterclaim, cross-claim, third-party claim, or otherwise.

2.10. “Class Counsel” means Ethan R. Horowitz and Brian J. O’Donnell of the Northeast Justice Center.

2.11. “Class List” has the meaning provided in Subsection 8.1, below.

2.12. “Class Member” (plural, “Class Members”) means any member of the Settlement Classes.

2.13. “Class Notice” means the notices of the Settlement provided in Sections 8 and 10, below, that the Settlement Administrator will send to Class Members if and after the Court enters the Preliminary Approval Order.

2.14. “Court” means the United States District Court for the District of Massachusetts.

2.15. “CPI Increase” means an increase in Base Rent that is calculated by using the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Boston, Massachusetts – ALL items (1967=100); and, if that index is not then in use, the price index most nearly comparable to it then published by that Bureau or any successor agency will then be utilized. Under the Occupancy Agreements, Defendants may increase the Base Rent for a lot in April of each year by the greater of the CPI Increase or 4.5%. The CPI Increase, if applied in any year during the Settlement Period, will be calculated based on the most current published information available in March of that year so that the CPI Increase can be established

for April of that year. For example, in March 2023, the CPI Increase will be calculated by comparing the index on the index's publication date and the index published for the period 12 months prior. The calculation of the CPI Increase will be calculated by multiplying the Base Rent in March of each year by a fraction, the denominator of which is the Consumer Price Index as of March of the preceding year, and the numerator of which is the Consumer Price Index as of March of the current year.

2.16. "Current Tenant or Resident" (plural, "Current Tenants or Residents") means a person who resided at Chelmsford Commons or was obligated to pay rent to the operator of Chelmsford Commons as of the Execution Date.

2.17. "Current Market Base Rent" means \$964.37 a month.

2.18. "Defendants" means Chelmsford and Newbury Management Company, a Michigan corporation.

2.19. "Defense Counsel" means Michael R. Brown of Adler Pollock & Sheehan P.C. and Joseph Aviv of Honigman LLP.

2.20. "Effective Date" means the first date on which the Final Approval Order becomes Final and no further action is required by the Court.

2.21. "Execution Date" means the date of the execution by the Parties of this Settlement Agreement, as described in more detail in Section 37, below.

2.22. "Fee Award" means the award of attorneys' fees in the amount of \$200,000 to be requested by Plaintiff and, if approved by the Court, to be paid to Class Counsel.

2.23. "Final" means, with respect to the Final Approval Order, that that order will have been entered by the Court and the time for appeal or for a petition for a writ of *certiorari* will have expired without the initiation of an appeal or the filing of a petition for a writ

of *certiorari*, or, if an appeal or a petition a writ of *certiorari* has been timely initiated or filed, that there has occurred a full and final disposition of the appeal or of the writ of *certiorari* without a reversal or modification, including the exhaustion of proceedings in any remand and subsequent appeal or petition for a writ of *certiorari* after remand. Notwithstanding any other provision of this Settlement Agreement, the Final Approval Order will be deemed final regardless of whether the Court has entered an order awarding attorneys' fees and expenses and regardless of whether such an order, if entered, has become final.

2.24. "Final Approval Motion" has the meaning provided in Section 14, below.

2.25. "Final Approval Order" means the order in which the Court grants Final approval of the Settlement and enters a Final judgment dismissing all claims with prejudice.

2.26. "Final Approval and Fairness Hearing" means the hearing to be held by the Court to consider the motion for Final approval of the Settlement, as well as all objections to the Settlement that are timely filed by Class Members.

2.27. "Future Tenant or Resident" (plural, "Future Tenants or Residents") means a person who will reside at Chelmsford Commons or will be obligated to pay rent to the operator of Chelmsford Commons after the Execution Date and during the Settlement Period, but who is not a Current Tenant or Resident.

2.28. "Incentive Award" means the award of an incentive payment in the amount of \$2,000 to be requested by Plaintiff in consideration for his services rendered to the Settlement Classes and, if approved by the Court, to be paid to Plaintiff.

2.29. "Lot" (plural, "Lots") means a site or pad in the Park on which a manufactured home and appurtenances are or may be located.

2.30. “Master Lease” means the agreement executed on December 21, 1990, by Chelmsford Trailer Park, Inc., a Massachusetts corporation, James M. Shannon, Attorney General for the Commonwealth of Massachusetts, on Behalf of the Commonwealth (the “Commonwealth”), and Chelmsford Mobile Home Park Tenants Association, Inc., a nonprofit corporation (the “Tenants Association”). Prior to the execution of the Master Lease, the Commonwealth and the Tenants Association were certified by the Superior Court of the Commonwealth of Massachusetts, Suffolk County, as class action representatives on behalf of the tenants of Chelmsford Mobile Home Park in a civil action before the court, No. 87-7160.

2.31. “Notice Plan” means the plan for providing the Class Notice to Class Members and that is provided in Section 8, below.

2.32. “Occupied Lots” (singular, “Occupied Lot”) means those Lots at the Park over which a tenant has possessory rights as of the Execution Date. Occupied Lots excludes any unoccupied Lots.

2.33. “Occupancy Agreements” (singular, “Occupancy Agreement”) means the current occupancy agreements between Defendants and tenants that currently govern leases of Lots at the Park, as well as any occupancy agreements entered into and effective during the Settlement Period.

2.34. “Objection Deadline” has the meaning provided in Subsection 12.2, below.

2.35. “Opt-Out List” has the meaning provided in Subsection 13.1, below.

2.36. “Park” means Chelmsford Commons.

2.37. “Parties” means Plaintiff, individually and on behalf of the Settlement Classes, and Defendants. Each of the Parties is a “Party.”

2.38. “Person” means an individual, partnership, limited liability company, corporation, or any other form of organization or entity.

2.39. “Plaintiff” means Scott Smith in his individual capacity and on behalf of the Settlement Classes.

2.40. “Preliminary Approval Order” means the order in which the Court certifies the Settlement Classes for settlement purposes, grants preliminary approval of the Settlement, grants approval of the Notice Plan, sets the method and deadline for Class Members to file objections, and schedules the Final Approval and Fairness Hearing.

2.41. “Preliminary Approval Motion” has the meaning provided in Section 9, below.

2.42. “Released Claims” mean the Claims released by this Settlement Agreement in Section 5, below.

2.43. “Releasees” means Defendants and each of their former, present, and future parents, subsidiaries, and affiliated companies, and each of their predecessors, and each of their Successors-in-Interest (including any future owner or operator of Chelmsford Commons) and Representatives.

2.44. “Representatives” means a Person’s former, present, and future members, shareholders, directors, officers, agents, employees, insurers, attorneys, representatives, successors, and assigns.

2.45. “Rule 23(b)(2) Class” means the class comprised of all Current or Future Tenants or Residents of Chelmsford Commons and as described in more detail in Subsection 3.1, below.

2.46. “Rule 23(b)(3) Class” means the class comprised of all Current Tenants or Residents of Chelmsford Commons, except those who properly exclude themselves from the Rule 23(b)(3) Class under Section 13, below, and as described in more detail in Subsection 3.2, below.

2.47. “Settlement” means the settlement to be consummated under this Settlement Agreement by way of the Final Approval Order.

2.48. “Settlement Administrator” means a third-party settlement administration firm to be agreed-to by the Parties and approved by the Court.

2.49. “Settlement Agreement” means this Class Action Settlement Agreement and Release.

2.50. “Settlement Classes” (singular, “Settlement Class”) means the Rule 23(b)(2) Class and the Rule 23(b)(3) Class.

2.51. “Settlement Classes Representative” means Plaintiff, acting on behalf of the Settlement Classes.

2.52. “Settlement Period” means the period of time provided in Subsection 4.1(a), below, that it takes for all rents in the Park to reach the Current Market Base Rent.

2.53. “Successor-in-Interest” means a Person’s estate, legal representatives, executors, administrators, heirs, devisees, beneficiaries, successors, and assigns (including any future owner or operator of Chelmsford Commons).

2.54. “Updated Addresses” has the meaning provided in Subsection 8.2, below.

3. **Settlement Classes and Opt Outs.** By way of the Preliminary Approval Motion, Class Counsel will request that the Court certify, for settlement purposes only, two separate classes: the Rule 23(b)(2) Class and the Rule 23(b)(3) Class.

3.1. The Rule 23(b)(2) Class. The Rule 23(b)(2) Class will be a class of all Current Tenants or Residents and all Future Tenants or Residents of the Park. The Rule 23(b)(2) Class will receive the prospective relief provided in Subsection 4.1, below, as consideration for the compromise and settlement of the claim for injunctive relief in the Action. Because the Rule 23(b)(2) Class is being certified as a mandatory class under Rule 23(b)(2) of the Federal Rules of Civil Procedure, Class Members will not be permitted to opt out of the Rule 23(b)(2) Class.

3.2. The Rule 23(b)(3) Class. The Rule 23(b)(3) Class will be a class of all Current Tenants or Residents of the Park who do not properly opt out of the Rule 23(b)(3) Class. The Rule 23(b)(3) Class will receive the relief described in more detail in Subsection 4.2, below, provided that they do not opt out of the class, as consideration for the compromise and settlement of the claim for damages in the Action. Under Rule 23(b)(3) of the Federal Rules of Civil Procedure, Class Members of the Rule 23(b)(3) Class will be permitted to opt out of the Rule 23(b)(3) Class.

3.3. Defendants' Reservation of Rights on Class Certification. The Settlement Classes will be proposed and certified for settlement purposes only. Nothing in this Settlement Agreement will be construed as an admission by Defendants that this Action or any similar action is appropriate for class certification for trial purposes. Furthermore, nothing in the Settlement Agreement will prevent Defendants from opposing class certification if Final approval of this Settlement by way of the Final Approval Order is not obtained for any reason or if Defendants terminate this Settlement Agreement.

4. **Settlement Terms and Relief.** In consideration for Plaintiff's and the Settlement Classes' releases in this Settlement Agreement, Defendants will provide, after the Effective Date, and subject to any contingency in this Settlement Agreement under which Defendants may

terminate the Settlement or be relieved from providing relief to the Settlement Classes, the following relief to the Settlement Classes:

4.1. Relief to the Rule 23(b)(2) Class. Defendants will provide the following relief to the Rule 23(b)(2) Class and will consent to the incorporation of this relief into the Final Approval Order:

- a. Defendants will fix the maximum Base Rent at the Current Market Base Rent for the period of time that it takes for all Base Rents at the Park to reach the Current Market Base Rent. The period of time from the Execution Date to the time that it takes for all Base Rents in the Park to reach the Current Market Base Rent will be the "Settlement Period."
- b. During the Settlement Period, Defendants will not charge any Base Rent higher than the Current Market Base Rent.
- c. During the Settlement Period, every Current Tenant or Resident who is being charged less than the Current Market Base Rent will continue to be charged the Base Rent that he or she is being charged on the Execution Date, subject to an annual rent increase in April of each year of 4.5% or the CPI Increase, whichever is greater, until the Current Tenant or Resident's Base Rent reaches the Current Market Base Rent. After the Base Rent reaches the Current Market Base Rent, the Current Tenant or Resident will be charged the Current Market Base Rent until the end of the Settlement Period.

- d. All Future Tenants or Residents who enter the Park after the Execution Date will be charged the Current Market Base Rent when they begin leasing a Lot at the Park, regardless of whether, during the Settlement Period, any previous tenant or resident occupying that Lot was charged a lower Base Rent. These Future Tenants or Residents will be charged the Current Market Base Rent until the end of the Settlement Period.

For the avoidance of doubt, nothing in this Settlement restricts the amount that Defendants may charge as Base Rent to any tenant or resident in the Park after the end of the Settlement Period. Furthermore, nothing restricts Defendants' ability to charge and collect other sums under the Occupancy Agreements that are not Base Rent and that are permitted by law.

4.2. Relief to the Rule 23(b)(3) Class. Defendants will provide the following relief to the Rule 23(b)(3) Class:

- a. Defendants will create a settlement fund of \$12,100 for the benefit of the Rule 23(b)(3) Class.
- b. The settlement fund will be distributed on a per Occupied Lot basis, with \$50 allocated to each Occupied Lot.
- c. If one Current Tenant or Resident is associated with an Occupied Lot according to Defendants' resident files or other available records, that Current Tenant or Resident will receive the full \$50 payment allocated to his or her Occupied Lot.
- d. If more than one Current Tenant or Resident is associated with an Occupied Lot according to Defendants' resident files and other

available records, each Current Tenant or Resident will receive a *pro rata* share of the \$50 payment allocated to his or her Occupied Lot.

4.3. The Opt-Out Contingency. In addition to any other contingency in this Settlement Agreement under which Defendants may terminate the Settlement or be relieved from providing relief to the Settlement Classes, should Class Members of the Rule 23(b)(3) Class associated with 21 or more Occupied Lots elect to opt out of the Rule 23(b)(3) Class, Defendants will have the option in their sole discretion to terminate the Settlement and will have no obligation to provide relief to either the Rule 23(b)(2) Class or to the Rule 23(b)(3) Class. In the event that Class Members of the Rule 23(b)(3) Class associated with 21 or more Occupied Lots opt out of the Rule 23(b)(3) Class, Defendants may still, however, choose to proceed with settling with either or both of the Settlement Classes. For the avoidance of doubt, this opt-out contingency depends on the number of Occupied Lots with Class Members opting out, not the number of Class Members who opt out. The decision to terminate the Settlement Agreement must be exercised in writing not later than 10 business days after Defense Counsel's receipt from the Settlement Administrator of the Opt-Out List or the right to terminate will be waived.

5. **Releases.** In consideration for the relief from Defendants, Plaintiff and the Settlement Classes, in addition to dismissing this Action with prejudice, will, and, by this Settlement Agreement, do, provide Defendants and the other Releasees with the following releases:

5.1. Plaintiff's Release. In consideration of the relief Defendants provide under this Settlement Agreement, Plaintiff – for himself and on behalf of each of his Successors-in-Interest and Representatives – fully, finally, and forever waives, releases, and discharges the

Releasees from and against any and all Claims that the Plaintiff had, has, or may have against any of the Releasees, and of which he has, or reasonably should have, knowledge as of the Execution Date and that are reasonably related to the acts, transactions, or occurrences that were alleged in the Action, including both Claims that were or that could have been alleged in the Action. Plaintiff – for himself and on behalf of each of his Successors-in-Interest and Representatives – also fully, finally, and forever waives, releases, and discharges the Releasees from and against any and all Claims that the Plaintiff had, has, or may have against any of the Releasees regarding, or related in any way to, the Base Rents charged in compliance with this Settlement Agreement from the Execution Date until the end of the Settlement Period and the corresponding rent structure at the Park that this Settlement Agreement establishes during the Settlement Period. Plaintiff – for himself and on behalf of his Successors-in-Interest and Representatives – will not institute or cause to be instituted any action, lawsuit, or other proceeding against any of the Releasees based on any claim released in this Subsection 5.1. Notwithstanding the language in the preceding sentences, the release in this Subsection 5.1 does not encompass any breach by Defendants of this Settlement Agreement.

5.2. The Rule 23(b)(2) Class Release. In consideration of the relief Defendants provide under this Settlement Agreement, Plaintiff – on behalf of the Class Members of the Rule 23(b)(2) Class and each of their Successors-in-Interest and Representatives – fully, finally, and forever waives, releases, and discharges the Releasees from and against any and all claims for injunctive, declaratory, or nonmonetary relief (including, but not limited to, any and all claims for equitable relief, attorneys' fees, expert and consulting fees, and any other costs or expenses whatsoever) that any Class Member had, has, or may have against any of the Releasees arising from, or related in any way to, the acts, transactions, and occurrences that were alleged in the

Action and any and all claims that were or could have been alleged in the Action regarding the Base Rents charged at the Park or the rent structure at the Park. Plaintiff – on behalf of the Class Members of the Rule 23(b)(2) Class and each of their Successors-in-Interest and Representatives – also fully, finally, and forever waives, releases, and discharges the Releasees from and against any and all Claims that any Class Member had, has, or may have against any of the Releasees regarding, or related in any way to, the Base Rents charged in compliance with this Settlement Agreement from the Execution Date until the end of the Settlement Period and the corresponding rent structure at the Park that this Settlement Agreement establishes during the Settlement Period. Plaintiff – on behalf of the Class Members of the Rule 23(b)(2) Class and each of their Successors-in-Interest and Representatives – will not institute or cause to be instituted any action, lawsuit, or other proceeding against any of the Releasees based on any claim released in this Subsection 5.2. Notwithstanding the language in the preceding sentences, the release in this Subsection 5.2 does not encompass any breach by Defendants of this Settlement Agreement.

5.3. The Rule 23(b)(3) Class Release. In consideration of the relief Defendants provide under this Settlement Agreement, each Class Member of the Rule 23(b)(3) Class who has not opted out of the Rule 23(b)(3) Class – for himself or herself and on behalf of each of his or her Successors-in-Interest and Representatives – fully, finally, and forever waives, releases, and discharges the Releasees from and against any and all Claims that the Class Member had, has, or may have against any of the Releasees, and of which the Class Member has, or reasonably should have, knowledge as of the Execution Date and that are reasonably related to the acts, transactions, or occurrences that were alleged in the Action, including both Claims that were or that could have been alleged in the Action. Each Class Member of the Rule 23(b)(3) Class who has not opted out of the Rule 23(b)(3) Class – for himself or herself and on behalf of

each of his or her Successors-in-Interest and Representatives – also fully, finally, and forever waives, releases, and discharges the Releasees from and against any and all Claims that the Class Member had, has, or may have against any of the Releasees regarding, or related in any way to, the Base Rents charged in compliance with this Settlement Agreement from the Execution Date until the end of the Settlement Period and the corresponding rent structure at the Park that this Settlement Agreement establishes during the Settlement Period. Each Class Member of the Rule 23(b)(3) Class who has not opted out of the Rule 23(b)(3) Class – for himself or herself and on behalf of each of his or her Successors-in-Interest and Representatives – will not institute or cause to be instituted any action, lawsuit, or other proceeding against any of the Releasees based on any claim released in this Subsection 5.3. Notwithstanding the language in the preceding sentences, the release in this Subsection 5.3 does not encompass any breach by Defendants of this Settlement Agreement.

6. **Incentive Award.** Plaintiff will seek from the Court an award of an incentive payment in the amount of \$2,000 in consideration for the services he rendered to the Settlement Classes. Defendants will not oppose that request. If the request is approved by the Court, Defendants will provide the Settlement Administrator, for payment to Plaintiff, the amount of the Incentive Award within 10 days after the Effective Date. The Incentive Award will be treated as non-wage income, will not be reduced by the Settlement Administrator for payroll taxes or for any other withholding, and will be reported to the applicable taxing authorities on IRS Form 1099 under the payee's name and taxpayer identification number.

7. **Fee Award.** Plaintiff will seek from the Court an award of attorneys' fees in the amount of \$200,000. Defendants will not oppose that request. If the request is approved by the Court, Defendants will provide the Settlement Administrator, for payment to Class Counsel, the

amount of the Fee Award within 10 days after the Effective Date. The Fee Award will be treated as non-wage income, will not be reduced by the Settlement Administrator for payroll taxes or for any other withholding, and will be reported to the applicable taxing authorities on IRS Form 1099 under the payee's name and taxpayer identification number.

8. Notice Plan

8.1 Class List. Within a reasonable time after the Execution Date, but not later than seven days after the entry of the Preliminary Approval Order, Defendants will review the records of Chelmsford Commons, create a list of Current Tenants or Residents, and provide this list to Class Counsel ("Class List"), which will include the full name, associated Occupied Site, last-known contact information (including electronic mail address if available), date of birth (if available), and social security number (if available) for each Current Tenant or Resident. The Parties will attempt in good faith to resolve any disagreement between them regarding the content of Defendants' proposed Class List.

8.2 Mail Notice. On receipt of the Class List, the Settlement Administrator will run the Class List through the U.S. Postal Service's National Change of Address Database for verification and correction of addresses ("Updated Address") to attempt to reduce the number of returned mail items. All Updated Addresses obtained by the Settlement Administrator will be provided to Class Counsel and to Defense Counsel. Within 30 days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator will send by U.S. mail the Class Notice to all Class Members for whom the Settlement Administrator is able to obtain an Updated Address. If any Class Notice is returned as undeliverable with a forwarding address provided, then the Settlement Administrator will re-send the Class Notice to the forwarding address. For any Class Notice returned undeliverable without a forwarding address provided, the Settlement

Administrator will run an address search (skiptrace) against the Lexis-Nexis address database, or a comparable database, and re-send the Class Notice to any Updated Address obtained. For any Class Member with a known electronic mail address, the Settlement Administrator will also send the Class Notice by electronic mail.

8.3 Publication Notice. Within 30 days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator will begin publication notice to appear in the *Lowell Sun*. Publication Notice will appear two times in consecutive weeks in the *Lowell Sun*.

8.4 Website Publication and Phone Line. Within 10 days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator will publish a publicly-available website containing the Class Notice, the Preliminary Approval Order and any other material ordered by the Court in its Preliminary Approval Order or otherwise mutually deemed necessary by the Parties. Within 10 days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator will also begin hosting a dedicated toll-free telephone line that will be available for Class Members to call and obtain information about the Settlement. The website and phone line will remain operational until the Effective Date.

8.5 Notice to Future Tenants or Residents. For all new Chelmsford Commons Lot tenancies that are entered into following the Execution Date, Defendants will include a disclosure substantially in the form of the disclosure provided below as an addendum to new Occupancy Agreements:

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that all tenants or residents of the Chelmsford Commons home site that is the subject of this Occupancy Agreement are eligible for the benefits of the injunctive relief provisions of a judicially-approved class action

settlement in the case of *Smith v. Chelmsford Group, LLC*, Case No. 21-CV-10654-DJC (D. Mass.), from and after the date when they become a tenant or resident at Chelmsford Commons and for the remainder of the Settlement Period. In summary, Base Rent charged for this home site will be set at \$964.37 and will not increase until the end of the Settlement Period. A copy of the class action settlement agreement may be obtained on request from the Chelmsford Commons Office.

8.6 No Additional Notice. The Parties agree that the methods of notice set forth in this Section 8 constitute the best form of notice to Class Members that is practicable under the circumstances.

8.7 Notice Costs. All costs associated with tasks described in this Section 8 are Administration Costs.

9. Preliminary Approval Motion. Within a reasonable period of time after the Execution Date but not later than 10 business days after the Execution Date, Class Counsel will provide to Defense Counsel a draft of Plaintiff's motion for the preliminary approval of the Settlement (the "Preliminary Approval Motion"). The motion will request the following:

- i. Certification, for settlement purposes only, of the Settlement Classes.
- ii. Preliminary approval of the Settlement;
- iii. Approval of the proposed Settlement Administrator;
- iv. Approval, as to the content and form, of the Notice Plan and of the Class Notice, as provided below, and an order directing the Settlement Administrator to provide notices to the Settlement Classes as directed in the Notice Plan;

- iv. The setting of the method and deadline for Class Members to file objections to the Settlement or to opt out of the Rule 23(b)(3) Class; and
- v. The scheduling of all hearings after the entry of the Preliminary Approval Order necessary for Final approval of the Settlement, including the Final Approval and Fairness Hearing, which schedule will account for the CAFA notice period provided in 28 U.S.C. § 1715(d).

The Preliminary Approval Motion will seek an order of the Court (the “Preliminary Approval Order”) substantially in the form annexed to the Preliminary Approval Motion as Exhibit 1, including the exhibits to the order. The Parties will attempt in good faith to resolve any disagreement between them regarding the content and form of the Preliminary Approval Motion, including the proposed scheduling of any hearings.

10. **Class Notice.** Within a reasonable time after the Execution Date but not later than 10 business days after the Execution Date, Class Counsel will provide to Defense Counsel a draft of the Class Notice. The Class Notice will include, but not be limited to, the following:

- i. The method and deadline for timely objecting to the Settlement, and, for the Rule 23(b)(3) Class only, the method and deadline for opting out;
- ii. Class Counsel’s contact information;
- iii. The date, time, and location of the Final Approval and Fairness Hearing;

- iv. The fact that only those Class Members who timely object to the Settlement may be heard at the Final Approval and Fairness Hearing or seek reconsideration or appellate review of the Final Approval Order;
- v. The fact that only those Class Members who timely opt out of the Rule 23(b)(3) Class will be excluded from that class; and
- vi. The amounts of the Fee Award and Incentive Award to be requested from the Court.

The information agreed-to by the Parties for the Class Notice will be adopted into the corresponding publication and website notice material. The Parties will attempt in good faith to resolve any disagreement between them regarding the content and form of the Class Notice.

11. **CAFA Notice.** Within a reasonable time period after the Execution Date, Defense Counsel will provide to Class Counsel a draft of the CAFA notice required by 28 U.S.C. § 1715(b) (the “CAFA Notice”). As provided in 28 U.S.C. § 1715, not later than 10 days after the Preliminary Approval Motion is filed with the Court, Defendants will cause to be served on the office of the Attorney General of the Commonwealth of Massachusetts and on the office of the Attorney General of the United States the CAFA Notice, consisting of the matter listed in 28 U.S.C. § 1715(b)(1)-(8).

The Parties will attempt in good faith to resolve any disagreement between them regarding the content and form of the CAFA Notice.

12. **Objections to the Settlement**

12.1 **Objection Rights.** Any Class Member will have the right to appear and show cause, if he or she has any, why the terms of this Settlement should not be given final

approval by the Court. An objection to the Settlement may be made by Class Members on their own or through an attorney hired at their own expense. If a Class Member intends to appear at the Fairness Hearing, either *pro se* or through an attorney, he or she or the attorney must: (i) file a notice of appearance with the Clerk of the Court no later than 14 days before the Fairness Hearing; (ii) send a copy of the notice of appearance to Class Counsel and to Defense Counsel by U.S. mail postmarked not later than 14 days before the Fairness Hearing, and also by electronic mail; and (iii) otherwise comply with the requirements of this Section 12.

12.2 Objection Procedure. Any objection to the Settlement must be in writing and served by hand, first-class U.S. mail (postage pre-paid), or express overnight carrier to the Settlement Administrator by the Objection Deadline, which will be 90 days from the date of the entry of the Preliminary Approval Order (the "Objection Deadline"). Any objection regarding the Settlement must be signed by the person submitting the objection and include the following to be valid: (i) identify the case name and number; (ii) identify the person submitting the objection as a Class Member; (iii) attach copies of material (if any) that the Class Member will submit to the Court or present at the Fairness Hearing in support of the objection; (iv) be signed by the Class Member; and (v) clearly state in detail: (A) that the Class Member objects to the Settlement in whole or in part; (B) what the Class Member objects to; (C) the legal and factual ground(s) for the objection; (D) the Class Member's name, address, e-mail address, and telephone number; and (E) if represented by counsel, the counsel's name, address, e-mail address, and telephone number.

12.3 Settlement Administrator's Handling of Objections. The Settlement Administrator will provide a copy of any objection received to Class Counsel and to Defense Counsel within two business days of receipt of the objection. Within five days after the

Objection Deadline, the Settlement Administrator will report to Class Counsel and to Defense Counsel the total number of Class Members who have objected to the terms of the Settlement, and within 10 days, the Settlement Administrator will file all objections with the Court.

12.4 Procedure for Appearing at Fairness Hearing. Any Class Member who submits a timely objection as set forth in Subsection 12.2, above, and who otherwise complies with Subsection 12.1, above, may appear at the Fairness Hearing in support of the objection. Class Members or their attorneys who intend to make an appearance at the Fairness Hearing must file a notice of intention to appear with the Court not later than 14 days prior to the date of the Fairness Hearing. Unless otherwise permitted by the Court, a Class Member who appears at the Fairness Hearing, or his or her attorney, will be permitted to argue only those matters that were set forth in the timely objection filed by the Class Member in accordance with Subsection 12.2, above. Unless otherwise permitted by the Court, no Class Member or attorney representing that Class Member will be permitted to raise matter at the Fairness Hearing that the Class Member could have raised, but did not raise, in the Class Member's written objection, and all objections to the Settlement that are not set forth in a written objection are deemed waived. Any Class Member who fails to comply with the applicable provisions of this Settlement Agreement, unless otherwise permitted to appear by the Court, will be barred from appearing at the Fairness Hearing.

12.5 Waiver. Any Class Member or attorney representing the Class Member who fails to comply with the procedures for presenting objections or appearing at the Fairness Hearing as described above, or as otherwise ordered by the Court, will not be treated as filing a valid objection to the Settlement and will have waived and forfeited any and all rights he or she may have to submit a written objection or appear at the Fairness Hearing, and the Class

Member will be bound by all of the terms of this Settlement on final approval by the Court and by all proceedings, orders, and judgments in the Action.

12.6 Responses to Objections. The Parties may file with the Court responses to objections within 14 days of the Fairness Hearing, unless otherwise directed by the Court.

12.7 No Solicitation. At no time will any Party or his, its, or their counsel seek to solicit or otherwise induce Class Members to submit objections to the Settlement.

13. Requests for Exclusion from the Rule 23(b)(3) Class.

13.1 Requests for Exclusion. Any Rule 23(b)(3) Class Member who wishes to be excluded from the Rule 23(b)(3) Class must mail a written request for exclusion from the Rule 23(b)(3) Class to the Settlement Administrator at the address provided by the Class Notice. The request for exclusion from the Rule 23(b)(3) Class must be signed by the Rule 23(b)(3) Class Member and include the following to be valid: (i) identify the case name and number; (ii) the Rule 23(b)(3) Class Member's name, address, e-mail address (if any), and telephone number, (iii) a clear statement that the Rule 23(b)(3) Class Member wishes to be excluded from the Rule 23(b)(3) Class, and (iv) if represented by counsel, the name, address, e-mail address, and telephone number of that counsel. The request for exclusion from the Rule 23(b)(3) Class must be postmarked and sent to the Settlement Administrator on or before the Objection Deadline. An opt-out List, identifying the Rule 23(b)(3) Class Members who have made a Request for Exclusion from the Rule 23(b)(3) Class (the "Opt-Out List"), will be assembled by the Settlement Administrator and filed with the Court not later than 15 days prior to the Fairness Hearing. The Settlement Administrator will provide that Opt-Out List to Class Counsel and to Defense Counsel no later than three business days after the Objection Deadline. The Parties will request that the Court decide, in the Final Approval Order, whether to approve the Opt-Out List

as the list of Rule 23(b)(3) Class Members who filed timely and valid requests for exclusion from the Rule 23(b)(3) Class.

13.2. No Solicitation. At no time will any Party or his, its, or their counsel seek to solicit or otherwise induce Class Members to request an opt out from the Rule 23(b)(3) Class.

14. **Final Approval Motion and Final Approval Order**. Class Counsel will provide Defense Counsel with a draft of a motion seeking Final approval of the Settlement within a reasonable time, but at least 14 days, before the date on which this motion will be set to be filed with the Court (the "Final Approval Motion"). The motion will seek a Final judgment in the Action that, among other things, (i) approves the Settlement and dismisses the Action with prejudice, except for the claims of Rule 23(b)(3) Class Members who have requested exclusion from the settlement and are listed in the Opt-Out List approved by the Court in the Final Approval Order, whose claims will be dismissed without prejudice, (ii) determines the Fee Award and the Incentive Award, which judgment will be substantially in the form attached to the Final Approval Motion as Exhibit 1 (the "Final Approval Order"). The Final Approval Motion will request that a hearing before the Court to consider Final approval of the Settlement be held as soon as practicable, to the extent that the hearing was not already set in the Preliminary Approval Order.

The Parties will attempt in good faith to resolve any disagreement between them regarding the content and form of the Final Approval Motion and of the Final Approval Order.

15. **Settlement Administrator**. The Parties, before the filing of the Preliminary Approval Motion, will mutually select a Settlement Administrator to propose to the Court. The Settlement Administrator will be responsible for the following: mailing the Class Notice to the Class Members as provided in the Preliminary Approval Order; responding to any Class

Member's inquiries; filing with the Court any Class Member's objections that are timely received and mailing copies of these objections to Class Counsel and to Defense Counsel; distributing the payments to the Rule 23(b)(3) Class after the Effective Date; reporting on the state of the Settlement on the request of any Party; providing information related to the administration of the Settlement to Class Counsel and to Defense Counsel on the request of any Party; preparing a declaration attesting to the Settlement Administrator's due diligence in administering the Settlement; performing all other duties assigned to the Settlement Administrator by this Settlement Agreement, and performing other duties as may be specified in the Preliminary Approval Order or as the Parties may jointly direct. If the Parties learn that their selected Settlement Administrator is unable or unwilling to act as the Settlement Administrator at any time, then the Parties will promptly mutually select another Settlement Administrator to propose to the Court. Defendants agree to pay the Administration Costs.

16. **No Admission of Liability; Inadmissibility of Settlement.** This Settlement represents a compromise of disputed claims. Under Rule 408 of the Federal Rules of Evidence, and any other analogous evidentiary rule that may apply, neither the Parties' settlement negotiations, nor the terms of the Settlement memorialized in this Settlement Agreement, nor the fact of this Settlement Agreement's execution, nor the Settlement itself or any part of the Settlement, nor any act performed, statement made, or document executed under, or in furtherance of, the Settlement is intended, may be construed, or may be admitted into evidence in this Action or in any other legal or administrative proceeding of any kind in any forum, as an admission by Plaintiff, any of the Defendants, or any of the Releasees as to (a) the truth of any fact alleged in the Action; (b) the validity or value of any claim that was or could have been stated in the Action or of any of the Released Claims; (c) the validity of any defense that was or

could have been stated in the Action, including any defense to class certification; (d) any liability, fault, wrongdoing, or negligence of any of the Defendants or of any of the Releasees, which Defendants expressly deny; or (e) the waiver of any procedural right.

Notwithstanding the preceding paragraph, this Settlement Agreement may be used as evidence in any action or proceeding to enforce, or to allege a breach of, this Settlement Agreement or any provision of this Settlement Agreement.

17. **Waiver of Right to Appeal.** Provided that the Court grants Final approval of the Settlement and of this Settlement Agreement without material modification, Plaintiff, all Class Members who do not submit a timely objection or opt out, and Defendants will be deemed to have waived any and all rights to seek any form of reconsideration or appellate review of any aspect of the Settlement, this Settlement Agreement, or the Final Approval Order.

18. **Avoidance of the Settlement.** If the Court denies preliminary or Final approval of the Settlement or grants preliminary or Final approval of the Settlement with material modification, or if the Final Approval Order is reversed, vacated, or materially modified on reconsideration, rehearing, or at any level of appellate review, or if for any other reason the Settlement does not take effect, or is materially modified after the Effective Date, then the Settlement will become null and void, unless expressly agreed otherwise in a writing signed by the Parties. In the event that the Settlement becomes void, the Parties will revert to litigating the Action as of the date and time immediately prior to the Execution Date, and the Parties will jointly petition the Court to extend all existing deadlines. Nevertheless, a denial by the Court, in whole or in part, of the Fee Award or of the Incentive Award will not affect the validity of the Settlement, but may constitute proper grounds for appellate review of the denial of the Fee

Award or of the Incentive Award, and such an appeal is not waived despite the appellate waiver in Section 17, above.

19. **Payment of Class Consideration.** Within seven business days after the Final Approval Order, Defendants will provide the Settlement Administrator the payments to be provided to the Rule 23(b)(3) Class. The Settlement Administrator will hold this amount in escrow for distribution to the Rule 23(b)(3) Class within 10 days after the Effective Date. All checks will be negotiable for a period of 180 days after their issuance (the “180-Day Period”). Class Members will be informed of the 180-Day Period with their individual checks. If any check could not be delivered or was not cashed within the 180-Day Period, then it will become void, and the Settlement Administrator will issue and deliver a check in an amount equal to the aggregate amount of all void checks to The Massachusetts IOLTA Committee.

20. **Acknowledgements.** Plaintiff acknowledges, individually and on behalf of the Rule 23(b)(3) Class, that each Class Member will be solely responsible for his or her own share of taxes, interest, and penalties due with respect to any payment received by him or her under this Settlement Agreement, except for taxes required to be withheld by the Settlement Administrator, which the Settlement Administrator will submit directly to the applicable taxing authority with notice to Plaintiff or to the applicable Class Member. The Parties have provided no tax advice with respect to the terms of the Settlement. In all events, Defendants will have no liability or responsibility for any taxes. Plaintiff, individually and on behalf of the Rule 23(b)(3) Class, and Class Counsel acknowledge that Plaintiff, Class Members, and Class Counsel will be responsible for paying any tax due on any payment made to any of them under this Settlement Agreement.

The Parties acknowledge that they have been represented by competent, experienced legal counsel of their own choosing throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement is made with the advice and consent of the Parties' respective counsel.

21. **Cooperation Among the Parties.** Each of the Parties, without further consideration, and as part of finalizing the Settlement, will cooperate with the other Parties and will, in good faith, use all reasonable efforts to effectuate the terms and conditions of the Settlement and of this Settlement Agreement, including, but not limited to, in the following ways: by executing and delivering those documents and taking other actions as may reasonably be necessary to ensure that the Settlement is finally approved by the Court, without material modification, and to implement, effectuate, consummate, and enforce the terms of this Settlement Agreement and of the Final Approval Order.

22. **Jurisdiction of the Court.** The Court will retain jurisdiction with respect to the interpretation, performance, implementation, and enforcement of the terms of this Settlement Agreement and of all orders and judgments entered in connection with the Settlement, and the Parties and their counsel submit to the exclusive personal jurisdiction of the Court for the purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection with the Settlement.

23. **Limited Non-Disparagement Agreement.** No Party will make, or cause any other Person to make, directly or indirectly, any derogatory remark, statement, or communication about any other Party in so far as the remark, statement, or communication concerns the Settlement, this Action, or the acts, transactions, or occurrences that were alleged in the pleadings and papers filed in the Action.

24. **Survival of Obligations Under the Protective Order.** All obligations under the Stipulated Protective Order Regarding Mediation entered by the Court in this Action on July 29, 2022, remain in force, are not altered by the Settlement or by this Settlement Agreement, and the order will continue to remain in full force and effect unless and until the Parties mutually agree otherwise in writing.

25. **Rights and Obligations Under the Occupancy Agreements.** Except as provided in this Settlement Agreement, Plaintiff, the Class Members, and Defendants retain all of their rights and obligations under the Occupancy Agreements. In the event of a conflict between the Occupancy Agreements and this Settlement Agreement, this Settlement Agreement controls.

26. **Monitoring.** After the Effective Date, Defendants will report to the Court once annually that they are in compliance with this Settlement Agreement. Once annually, Class Counsel will have the right to inspect, on a confidential basis, Chelmsford Commons' rent roll (in the format produced to Class Counsel during the first session of mediation held in person on July 25, 2022) to confirm that Defendants are in compliance with this Settlement Agreement. Defendants will notify the Court of the termination of the Settlement Period. Within 90 days of Defendants' notifying the Court of the termination of the Settlement Period, Class Counsel will have one final opportunity to exercise its right to inspect, on a confidential basis, Chelmsford Commons' rent rolls, as provided in this Section, regardless of whether this right had already been exercised during the preceding year.

27. **No Prior Assignments.** Plaintiff represents, covenants, and warrants that he has not, directly or indirectly, assigned, transferred, or encumbered, or purported to assign, transfer, or encumber, any portion of any of the Released Claims.

28. **Notices.** Any notice, demand, and other communication required to be given under this Settlement Agreement will be in writing, will be mailed by certified or registered mail or delivered by express overnight courier, and will be deemed to have been duly given on the day of mailing or delivery, provided that the notice, demand, or other communication is addressed to the following, as applicable (or to another representative as the listed Party below may designate and provide notice of the other representative to the other Parties in accordance with this Section):

To Plaintiff, Class Counsel, and the Settlement Classes:

Ethan R. Horowitz, Esq.
Northeast Justice Center
Suite 203B
50 Island Street
Lawrence, Massachusetts 01840
EHorowitz@njc-ma.org

To Defendants:

Joel K. Brown
President
RHP Properties, Inc.
31200 Northwestern Highway
Farmington Hills, Michigan 48334
jbrown@rhp.com

- and -

Michael R. Brown, Esq.
Adler Pollock & Sheehan P.C.
175 Federal Street
Boston, Massachusetts 02110
MBrown@apslaw.com

- and -

Lowell D. Salesin, Esq.
Honigman LLP
Suite 101
39400 Woodward Avenue
Bloomfield Hills, Michigan 48304-5151
lsalesin@honigman.com

Without affecting the determination of the mailing or delivery date as provided above, and as a courtesy only, each notice, demand, or other communication will also be transmitted by electronic mail to the Parties to whom the notice, demand, or other communication is directed.

29. **Construction.** This Settlement Agreement is the result of lengthy, arms-length negotiations among the Parties, with the participation of all of the Parties' counsel. This Settlement Agreement will be construed in a neutral manner, and no ambiguity will be construed in favor of or against any Party.

30. **Captions and Interpretations.** Any section, subsection, or paragraph title, heading, caption, and subheading contained in this Settlement Agreement is for convenience only, and in no way defines, limits, or extends the scope or terms of this Settlement Agreement or of any of its provisions.

31. **Modification and Waivers.** This Settlement Agreement may not be changed, altered, amended, modified, or waived, in whole or in part, except in a writing signed by all of the Parties, and, if the modification is proposed to be made after the Settlement has become Final, only if also approved by the Court.

Any failure by any Party to insist on strict compliance by any other Party with any obligation, requirement, or provision of this Settlement Agreement is not, and will not be deemed or construed to be, a waiver of future performance of the same or of any other obligation, requirement, or provision, and notwithstanding such a failure, every Party will have the right to insist on strict compliance with the same or any other obligation, requirement, or

provision of this Settlement Agreement at any time. Furthermore, the waiver by a Party of any provision or breach of this Settlement Agreement will not be deemed or construed to be a waiver of any other provision or breach of this Settlement Agreement.

32. **Applicable Law.** This Settlement Agreement will be governed by, and will be construed, interpreted, administered, and enforced in accordance with, the laws of the Commonwealth of Massachusetts, and without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than of the Commonwealth of Massachusetts.

33. **Integration and Non-Reliance.** This Settlement Agreement constitutes the full, complete, and entire agreement among the Parties regarding all of the subjects covered by the Settlement, and this Settlement Agreement specifically cancels, supersedes, and replaces any and all prior and contemporaneous negotiations, settlement terms or settlement agreements, understandings, promises, covenants, representations, and agreements, whether written or oral, implied-in-fact or implied-in-law, among the Parties or their counsel regarding any and all matters related, directly or indirectly, to any of the subjects covered by this Settlement Agreement. Also, no Party may rely on any representation or promise that is not expressly written in this Settlement Agreement.

34. **Binding on Assigns.** This Settlement Agreement binds, and inures to the benefit of, the Parties, the Class Members, the Releasees, and each of their respective Successors-in-Interest and Representatives. To the extent that either of the Defendants transfers to one or more third parties the Defendants' respective ownership interest(s) in or contractual relationship(s) vis-à-vis Chelmsford Commons, the terms of this transfer must require that the transferee(s) assume

the corresponding Defendant's obligations under this Settlement Agreement for the remainder of the Settlement Period.

35. **Execution.** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered one counterpart, each counterpart will be deemed to be an original, and, when taken together with the other signed counterparts, will constitute one Settlement Agreement, which will be binding on, and effective as to, all of the Parties. Execution of counterparts will have the same force and effect as if all of the Parties to this Settlement Agreement had signed the same document.

This Settlement Agreement may be executed by the exchange of signature pages transmitted by .pdf or by facsimile, and any signature transmitted by .pdf or by facsimile will be deemed to be an original signature.

36. **Authority.** The undersigned individuals executing this Settlement Agreement represent and warrant that they have the authority from the Party on behalf of whom they are signing to enter into this Settlement Agreement and to bind the Party on behalf of whom they are signing to this Settlement Agreement.

37. **Execution Date.** The date on which the last signature is affixed below will be the Execution Date.

38. **Defendants' Representations.**

38.1. **Occupied Sites.** Plaintiff has agreed to sign this Settlement Agreement in reliance on the Defendants' representation that the records kept by the operator of Chelmsford Commons, which Defendants represent are records kept in the regular course of Defendants' business, reflect that there are 242 Occupied Lots at Chelmsford Commons. After reasonable

inquiry, Defendants do not have actual knowledge of any inaccuracy in those records as of the Execution Date.

38.2. Class List. Plaintiff has agreed to sign this Settlement Agreement in reliance on Defendants' representation that they will provide him with a list of the persons whom Defendants understand to be the Current Tenants or Residents of Chelmsford Commons. The list will be created based on the records of tenants and registered residents kept by the operator of Chelmsford Commons, which Defendants represent are records kept in the regular course of Defendants' business. After reasonable inquiry, Defendants do not have actual knowledge of any inaccuracy in those records as of the Execution Date.

38.3 Current Rents. Plaintiff has agreed to sign this Settlement Agreement in reliance on Defendants' representation that Base Rents for Current Tenants or Residents have not increased since January 1, 2021, and that no Current Tenant or Resident is presently paying a Base Rent that is higher than the Current Market Base Rent.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement on the dates set forth below.

FOR PLAINTIFF AND
THE SETTLEMENT CLASSES:

Dated: October 7, 2022
S.S. September

Scott Smith
Scott Smith
Plaintiff and Settlement Classes Representative,
For himself and on Behalf of the Settlement
Classes

FOR DEFENDANTS:

Dated: _____, 2022

Joel K. Brown
President
Chelmsford Group, LLC, and Newbury
Management Company

inquiry, Defendants do not have actual knowledge of any inaccuracy in those records as of the Execution Date.

38.2. Class List. Plaintiff has agreed to sign this Settlement Agreement in reliance on Defendants' representation that they will provide him with a list of the persons whom Defendants understand to be the Current Tenants or Residents of Chelmsford Commons. The list will be created based on the records of tenants and registered residents kept by the operator of Chelmsford Commons, which Defendants represent are records kept in the regular course of Defendants' business. After reasonable inquiry, Defendants do not have actual knowledge of any inaccuracy in those records as of the Execution Date.

38.3 Current Rents. Plaintiff has agreed to sign this Settlement Agreement in reliance on Defendants' representation that Base Rents for Current Tenants or Residents have not increased since January 1, 2021, and that no Current Tenant or Resident is presently paying a Base Rent that is higher than the Current Market Base Rent.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement on the dates set forth below.

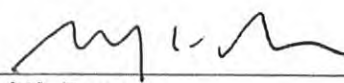
FOR PLAINTIFF AND
THE SETTLEMENT CLASSES:

Dated: _____, 2022

Scott Smith
Plaintiff and Settlement Classes Representative,
For himself and on Behalf of the Settlement
Classes

FOR DEFENDANTS:

Dated: September 13, 2022



Joel K. Brown
President
Chelmsford Group, LLC, and Newbury
Management Company

EXHIBIT 3

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. 21-CV-10654-DJC, 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 1-888-
 or www.chelmsfordsettlement.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.

WHAT THIS NOTICE CONTAINS

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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 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.chelmsfordsettlement.com, or by calling 1-888-_____, 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.chelmsfordsettlement.com, or by calling 1-888-_____. 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-DJC), 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 _____, 2022, to:

Chelmsford Settlement Administrator
c/o Atticus Administration, LLC
P.O. Box XXX
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-DJC." 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 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 _____, 2022, or send your objection by overnight carrier or by hand so that it is delivered by _____, 2022, to the Settlement Administrator's address listed below:

Chelmsford Settlement Administrator
c/o Atticus Administration, LLC
P.O. Box XXX
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 ____ on _____, 202_, 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 videoconference, or in some other format, without additional notice, so it is a good idea to check: www.chelmsfordsettlement.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-DJC (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
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 a \$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.chelmsfordsettlement.com or by calling 1-888-_____.

EXHIBIT 4

LEGAL NOTICE

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. The class action lawsuit claims that the owner and manager of Chelmsford Commons (“Defendants”) 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. The Settlement will require Defendants to implement a new Chelmsford Commons Rent Structure (described below) and make a \$50 per home site payment, to be divided among the tenants or residents of record at each home site as of September 13, 2022. The Court will hold a hearing in this case, called *Smith v. Chelmsford Group, LLC*, in the United States District Court for the District of Massachusetts (1:21-CV-10654-DJC) on XXX, 202X at X a/p.m. to consider whether to give final approval to the proposed Settlement, a request by Class Counsel for attorney’s fees and expenses of \$200,000 and a request by Class Counsel to award the Class Representative, Scott Smith, \$2,000. You or your own lawyer may ask to speak at the hearing, at your own cost, but you do not have to appear and speak at the hearing. You must follow the instructions in the Settlement Agreement, or your request to appear at the hearing or have a lawyer appear on your behalf will be denied. You can obtain the Settlement Agreement, detailed Settlement Notice describing the Settlement and other important documents by calling 1-800-XXX-XXX or by visiting www.ChelmsfordSettlement.com.

Who’s Included in the Classes? The classes include any person who has lived in or has otherwise been obligated to pay rent to the manager of Chelmsford Commons on or after September 13, 2022.

Who is being sued? Chelmsford Group, LLC and Newbury Management Company (the “Defendants”).

What is the proposed new Rent Structure? The 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.

Who will receive money from the Settlement? 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.

What am I giving up through the 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, Defendants 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 will lose rights that could have allowed you to take Defendants 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.

Can I get out of the Settlement? If you do not want money offered by the Settlement, but you want to keep the right to sue Defendants for individual monetary damages, then you must exclude yourself from the monetary portion of the Settlement – also called the Rule 23(b)(3) Class – by XXX, 2022. You can obtain a detailed Settlement Notice, explaining how to request exclusion from the Rule 23(b)(3) Class, by calling the number above or visiting the website above. Even if you exclude yourself from the Rule 23(b)(3) Class, you will still receive the benefit of the new Chelmsford Commons Rent Structure, will be bound by the Settlement and will give up the right to sue, or take other action against, Defendants 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.

Can I object to the Settlement? If you are a class member, then you can make a written objection to the Settlement if you do not like some part of it. You must follow the instructions in the Settlement Agreement, or your objection will not be considered by the Court. The objection deadline is XXX, 2022.

How can I get more information about the Settlement? This notice offers only the most basic summary of the proposed Settlement. More details are available at www.chelmsfordsettlement.com or by calling 1 888 XXX XXXX.

EXHIBIT 5

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
SCOTT SMITH, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Case No. 1:21-cv-10654
)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

DECLARATION OF ETHAN R. HOROWITZ

I, Ethan R. Horowitz, state that the following facts are true and accurate, based on my personal knowledge, and that I am competent to testify to the truth and accuracy of the same:

1. I have been a member in good standing of the Bar of the Commonwealth since 2009, membership which I obtained following my studies at Harvard Law School – where I earned my *juris doctor* degree in 2008 – and following a federal judicial clerkship with the Hon. Roslyn O. Silver of the U.S. District Court for the District of Arizona.

2. At present, I am Managing Director of the Northeast Justice Center, a civil legal aid organization, and have held that position since 2015, prior to which time I worked in other public interest or private practice settings.

3. As Managing Director, I have supervised Attorney Brian J. O’Donnell in the above-referenced action, as well as the related matter docketed at 21-CV-10522-DJC, since each was initiated and have served as lead counsel in the above-referenced action on behalf of Plaintiff Scott Smith and the putative classes he has sought to represent since of March of 2022

4. Shortly after oral argument on Defendants’ Motion for Judgment on the Pleadings, the parties agreed to mediate the above-captioned litigation and ultimately decided to conduct a

mediation before the Honorable Mitchell H. Kaplan (Ret.), an experienced mediator whose publicly available *curriculum vitae* is attached hereto as **Sub-Exhibit A**.

5. The parties attended three mediation sessions before Judge Kaplan – on July 25, July 29, and August 5, 2022 – negotiations in which Defendants confidentially disclosed to Plaintiff, through counsel, informal discovery material and which ultimately resulted in the proposed resolution of the above-captioned litigation that is encompassed in the Class Action Settlement Agreement and Release submitted herewith.

6. During the mediation, I reviewed the informal discovery disclosed by Defendants, which was a then-current rent roll for the Chelmsford Commons Manufactured Housing Community (“Rent Roll”).

7. Based on my examination of the Rent Roll, I determined that approximately 30 Chelmsford Commons households have been paying the lowest monthly base rent – rounded down to the nearest dollar – in the community (“Lowest Rent Households”).

8. Assuming annual base rent increases of 4.5% which commence in April of 2023, I determined that the base rent of the Lowest Rent Households – if they were to remain in Chelmsford Commons – would not exceed \$964.37 until April of 2033.

9. Assuming annual base rent increases of 5% which commence in April of 2023, I determined that the base rent of the Lowest Rent Households – if they were to remain in Chelmsford Commons – would not exceed \$964.37 until April of 2032.

10. Assuming annual base rent increases of 6% which commence in April of 2023, I determined that the base rent of the Lowest Rent Households – if they were to remain in Chelmsford Commons – would not exceed \$964.37 until April of 2030.

11. Based on my examination of the Rent Roll, I also determined that the highest monthly base rent assessed to a Chelmsford Commons household has been \$964.37.

12. Assuming that such a household were to avoid annual base rent increases of 4.5% between April of 2023 and April of 2033, I calculated that each such household would save approximately \$33,000 in rent payments.

13. Assuming that such a household were to avoid annual base rent increases of 4.5% for seven years during the Settlement Period, as defined by the Settlement, I calculated that each such household would save approximately \$16,000 in rent payments.

14. Assuming that such a household were to avoid annual base rent increases of 4.5% for five years during the Settlement Period, as defined by the Settlement, I calculated that each such household would save approximately \$8,000 in rent payments.

15. Assuming that such a household were to avoid annual base rent increases of 6% for the period between April of 2023 and April of 2030, I calculated that each such household would save approximately \$22,000 in rent payments.

16. Assuming that such a household were to receive reimbursement for the amount of base rent paid in excess of the base rent one of the Lowest Rent Households was paying for the period between April of 2021 and April of 2023, I calculated that each such household would be reimbursed approximately \$8,500.

17. During both my time in private practice and my tenure as the Justice Center's Managing Director, I have represented clients in class-action litigation, including four other manufactured housing class actions which I successfully prosecuted or am prosecuting on behalf of the plaintiff class:

- a. *Reid, et al. v. Neighborhood Assistance Corp. of Am.*, as defense counsel, 2011-CH-37979 (Circuit Court of Cook County)

16-0296 (App. Ct. of Ill. 1st Dist.)

- b. *Lannan, et al. v. Levy & White, et al.*, as class counsel,
14-CV-13866-IT (D. Mass.)
- c. *Layes, et al. v. RHP Properties, Inc., et al.*, as class counsel,
15-CV-2722 (Middlesex Super. Ct.)
18-P-218 (Mass. App. Ct.)
20-CV-10721-RWZ (D. Mass.)
- d. *Currie, et al. v. RHP Properties, Inc., et al.*, as class counsel,
17-CV-1055 (Middlesex Super. Ct.)
- e. *Baldwin, et al. v. RHP Properties, Inc., et al.*, as class counsel,
18-CV-849 (Middlesex Super. Ct.)
- f. *Craw, et al. v. Hometown America, LLC, et al.*, as class counsel,
18-CV-12149-LTS (D. Mass.)

18. Based on my experience and judgment, I can discern no conflict between Plaintiff Scott Smith and the members of the proposed classes that he seeks to represent.

19. Based on my experience and judgment, I believe that the Class Action Settlement Agreement and Release is a resolution that is fair, reasonable and adequate to the proposed class members who would be bound by the Settlement.

20. During the course of this litigation, I maintained time records in the normal course of my duties as the Managing Director of the Justice Center, records which I kept in good faith and which I created both routinely as well as contemporaneously with the conduct described in each record – or within a reasonable time thereafter (“Time Records”).

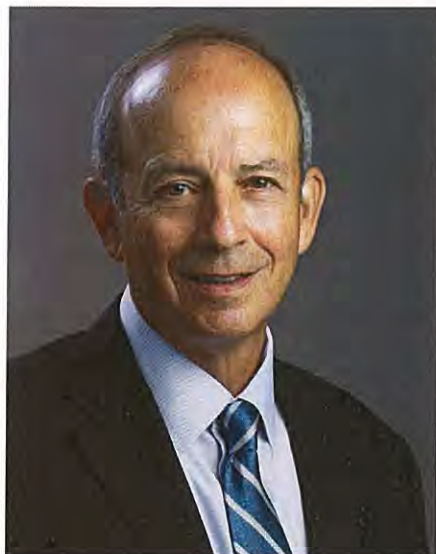
21. Upon review of the Time Records corresponding to the above-captioned matter and the related matter, I have determined that I spent more than 150 hours on tasks which benefitted Mr. Smith and the classes he seeks to represent, a number which I expect to increase substantially by the conclusion of this litigation.

I affirm that the foregoing is true and accurate, to the best of my personal knowledge, and do so under the pains and penalties of perjury. Executed this 19th day of September, 2022, by:

/s/ Ethan R. Horowitz

Ethan R. Horowitz

SUB-EXHIBIT A



Hon. Mitchell H. Kaplan (Ret.)

JAMS Mediator, Arbitrator and Referee/Special Master

Case Manager

Angus Blake

T: 617-228-9138

F: 617-228-0222

One Beacon Street, Suite 2210, Boston, MA 02108

ABlake@jamsadr.com

Biography

The **Hon. Mitchell H. Kaplan (Ret.)** was appointed to the Massachusetts Superior Court in 2009 and presided in the Business Litigation Section for eight years. Judge Kaplan is known for being intelligent, hardworking, thoughtful and fair, as well as for having the tenacity and skill to parse complex factual records and effectively manage multi-party matters.

Testimonials from counsel:

- “[Judge Kaplan] maintained insight into practical litigation risks and never forgot what it was like for a company whose business objectives drove litigation strategy.”
- “Judge Kaplan has been telling parties—and their counsel—what they need to hear, not what they want to hear, for many years at the BLS.”

During his time on the bench, Judge Kaplan presided over a diverse range of business disputes; consumer, securities and wage act class actions; insurance coverage matters; trade secret litigation; and construction cases.

Prior to his appointment, Judge Kaplan practiced at the firm of Choate, Hall & Stewart for 31 years, where he chaired the securities litigation group and handled business, commercial and insurance matters.

ADR Experience and Qualifications

- While in private practice, served as an arbitrator on a three-person panel addressing ownership of intellectual property
- Represented parties in a numerous mediations before neutrals, including those involving securities litigation, leveraged buyouts, real estate development and contract disputes
- While a judge, mediated several commercial matters at the parties' request, with the understanding that if the mediation failed, he would no longer preside over the matter

Representative Matters

Business Commercial

- Presided over cases involving the following:
 - Complex business commercial contract disputes
 - Fraud and False Claims Act claims
 - Whistleblower claims
 - Breach of fiduciary duty
 - Disclosure obligations
 - Trade secret litigation
 - Taxation and internet sales
 - Corporate mergers
 - Statutes of limitations
- Served as a special assistant attorney general representing the Massachusetts state treasurer in claims against an investment banking firm
- Represented accounting firms and technology companies in securities class actions cases in courts and in SEC investigations

- Represented accounting firms in malpractice litigation
- Tried cases in state and federal courts and before administrative agencies, the Commodities Futures Trading Commission and the U.S. Tax Court

Class Actions

- Represented accounting firms and technology companies in securities class actions
- Presided over cases involving the following:
 - Wage act class actions
 - Consumer protection and other Chapter 93A claims
 - Internet providers
 - A variety of matters involving novel issues concerning the criteria for class certification

Construction

- Presided over cases involving the following:
 - Large public construction projects
 - Condominium developments
 - Damages for delay
 - Disputes regarding design and engineering firms
 - Bridge Design

Employment

- Presided over cases involving the following:
 - Wage disputes, including overtime, weekend pay and other statutory obligations
 - Discrimination
 - Noncompete agreements

Insurance

- Represented firms and individuals in disputes involving directors and officers' insurance coverage
- Served as general counsel to newly organized workers' compensation carrier
- Presided over cases involving the following:
 - Insurance coverage, between carriers and between insureds and their carrier

- Commercial property insurance
- Insurers' claims to recoupment and offset
- The duty to defend

Real Property

- Tried cases involving disputes between the owners of the largest office tower in Boston and a municipality and contractor involving a public construction project
- Presided over cases involving the following:
 - Option to purchase restaurant
 - Landlord-tenant disputes
 - Commercial and condominium development projects
 - Retroactive assessment of condominium fees
 - Zoning disputes
 - Deed reformation requests
 - Municipal leases

Securities

- Represented companies, individuals and accounting firms in a variety of securities-related matters, including class litigation, derivative claims, insurance coverage disputes and internal and government investigations
- Presided over cases involving the following:
 - Residential mortgage-backed securities (RMBS) and the collapse of the RMBS market
 - Securities registration and warrant agreements
 - Derivative claims
 - Audits and professional malpractice
 - FINRA

Honors, Memberships, and Professional Activities

Completed Virtual ADR training conducted by the JAMS Institute, the training arm of JAMS.

Memberships and Affiliations

- Council Member, Boston Bar Association
 - Chair, Section of Delivery of Legal Service
 - Chair, Section on Administration of Justice
 - Chair, Amicus Committee

- Member, Massachusetts Board of Bar Overseers
 - Vice Chair, 2001–2002
- Member, Standing Committee, Supreme Judicial Court on the Rules of Professional Conduct
- Member, Joint Bar Committee on Judicial Appointments
 - Chair, 1996–1997
- Board Member, Greater Boston Legal Services
 - Treasurer, 2006–2009
 - Dow-Gardiner-Landrum Award (for legal service to the poor), 2009
- Board Member, Lawyers Committee for Civil Rights
- Board Member, American Civil Liberties Union of Massachusetts
- Board Member and Executive Committee Member, Associated Industries of Massachusetts
- Member, Board of Editors, *Boston Bar Journal*

Selected Awards and Honors

- Listed in Best Lawyers in America and Massachusetts Super Lawyers for multiple years

Background and Education

- Judge, Massachusetts Superior Court, 2009–2020
 - Business Litigation Session, 2012–2019
- Attorney; Choate, Hall & Stewart; 1979–2009
 - Partner, 1984–1989
- Associate, Hutchins & Wheeler, 1976–1977
- Law Clerk to Hon. Joseph L. Tauro, U.S. District Court for the District of Massachusetts, 1978–1979
- J.D., *cum laude*, Cornell University, 1976
- B.A., *cum laude*, Mathematics and Philosophy, Colby College, 1972
 - Phi Beta Kappa

Counsel Comments

- **"On the bench, Judge Kaplan never forgot what it was like to represent a company whose business objectives drove litigation strategy.** That understanding, and his insights into the practical litigation risks, make him an outstanding addition to the JAMs team."
- IP Litigation Partner
- "Mitch was an outstanding lawyer and a terrific judge. We will place his name at the top of our mediation- arbitration list. Congrats on a great signing."

– National Trial Attorney

- o "I have been before Judge Kaplan many times, including an extended bench trial which presented novel legal issues and complex engineering testimony. **Judge Kaplan was one of the most intelligent, dedicated, hardworking, and effective Superior Court Judges I encountered in my 35+ years of practice.** He is thoughtful, fair, and understands the critical issues necessary to resolve cases, both on and off the bench."

– Construction Practice Partner

- o "The Bench's loss is a huge gain for sophisticated litigants truly interested in mature, thoughtful and creative analysis of their cases. **Judge Kaplan has been telling parties (and their counsel) what they need to hear, not what they want to hear, for many years at the BLS.** It will be a great resource to the legal community that he will continue to do so at JAMS."

– Professional Liability Litigator

- o "Judge Kaplan is an exciting addition to the panel of neutrals serving with JAMS' Boston office. Judge Kaplan's experience in private practice and long-time assignment to the Business Litigation Session in Suffolk Superior Court make him particularly qualified to assist parties in assessing and resolving complex business disputes and civil litigation. Judge Kaplan is well-versed in the law governing contract, fraud, and breach of fiduciary duty claims and **is especially well-known for having the tenacity and skill to parse through complex factual records and effectively manage multi-party matters.**"

– Litigation Department Chair

- o "**Judge Kaplan has the perfect blend of experience, intellect, demeanor, and determination to effectively facilitate the resolution of complex civil matters.** On many occasions over the years, I have witnessed first-hand Judge Kaplan's mastery of the subject matter on a wide range of complex business, employment, and restrictive covenant disputes. **Judge Kaplan has a well-deserved reputation as a quick study, which is one the first things I look for in an arbitrator or mediator.** For these reasons and others, I am looking forward to working with Judge Kaplan as a JAMS neutral."

– Employment Partner

- o "Judge Kaplan is an outstanding and thoughtful jurist, who, while on the bench, always took an interest in the cases and lawyers before him, and employed a practical, friendly, and helpful approach to managing cases. **He was always courteously transparent about his assessment of cases, which served to help us, as the lawyers, evaluate the**

Case 1:21-cv-10654-DJC Document 96-5 Filed 09/19/22 Page 13 of 14

strength, weaknesses, and direction of our cases. He also routinely gave of his time to help educate the bar. **His rare combination of knowledge, acumen, demeanor, and dedication set him apart as a judge and will make him an outstanding neutral.** I am looking forward to working with him."

– Nationally Recognized Litigator

News

- September 23, 2020
Hon. Mitchell H. Kaplan (Ret.) Joins JAMS in Boston
<https://www.jamsadr.com/news/2020/hon-mitchell-h-kaplan-ret-joins-jams-in-boston>

Publications

- March 2021
Q&A with Hon. Mitchell H. Kaplan (Ret.)
JAMS Spotlight
<https://www.jamsadr.com/files/uploads/documents/articles/kaplan-jamsspotlight-2021-03.pdf>

Practice Areas

- Business & Commercial
- Construction
- Employment Law
- Insurance
- Real Estate & Real Property
- Securities

Locations

- Boston, Massachusetts

Available nationwide ›

Disclaimer

This page is for general information purposes. JAMS makes no representations or warranties regarding its accuracy or completeness. Interested persons should conduct their own research regarding information on this website before deciding to use JAMS, including investigation and

research of JAMS neutrals. See More

EXHIBIT 6

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
SCOTT SMITH, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Case No. 1:21-cv-10654-DJC
)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

DECLARATION OF BRIAN J. O'DONNELL

I, Brian J. O'Donnell, state that the following facts are true and accurate, based on my personal knowledge, and that I am competent to testify to the truth and accuracy of the same:

1. I have been a member in good standing of the Bar of the Commonwealth since 2018, membership which I obtained following my studies at Boston University School of Law, where I obtained my *juris doctor* degree in 2018.
2. Prior to my employment at the Northeast Justice Center, I served as an attorney at South Coastal Counties Legal Services pursuant to an AmeriCorps Fellowship.
3. Between September of 2019 and August of 2022, I served as a Staff Attorney of the Northeast Justice Center, a civil legal aid organization primarily serving Essex and Northern Middlesex Counties.
4. As a Northeast Justice Center Staff Attorney, I worked as lead counsel for Scott Smith in the above-captioned action from its commencement until March of 2022 and in the related matter docketed at 21-CV-10522-DJC from its commencement until its conclusion.

5. I left the employ of the Northeast Justice Center in August of 2022 but have continued to serve as counsel for Mr. Smith and the putative classes he seeks to represent on a volunteer basis through the Justice Center.

6. During the course of this litigation, I maintained time records in the normal course of my duties as a Staff Attorney of the Northeast Justice Center, records which I kept in good faith and which I created both routinely as well as contemporaneously with the conduct described in each record – or within a reasonable time thereafter (“Time Records”).

7. Upon review of the Time Records corresponding to the above-captioned and the related matter, I have determined that I spent more than 300 hours on tasks which benefitted Mr. Smith and the classes he seeks to represent, a number which I expect to increase by the conclusion of this litigation.

I affirm that the foregoing is true and accurate, to the best of my personal knowledge, and do so under the pains and penalties of perjury. Executed this 11th day of September, 2022.

/s/Brian J. O'Donnell
Brian J. O'Donnell

EXHIBIT 7

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
SCOTT SMITH, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Case No. 1:21-cv-10654-DJC
)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

**DECLARATION OF CHRISTOPHER LONGLEY, OF ATTICUS ADMINISTRATION
ON ADMINISTRATOR QUALIFICATIONS**

I, Christopher Longley, declare as follows:

1. I am the co-founder and Chief Executive Officer for Atticus Administration, LLC (“Atticus”). My business address is 1250 Northland Drive, Suite 240, Mendota Heights, Minnesota 55120. My telephone number is (612) 315-9007. I am over twenty-one years of age and am authorized to make this declaration on behalf of Atticus and myself.

2. In 2016, I, along with other experienced legal, financial, digital marketing professionals and brand managers, founded Atticus to provide innovative and cost-effective notice campaigns and claims administration services to the class action legal sector.

3. Prior to founding Atticus, I served as the president of Dahl Administration, LLC, a nationally recognized claims administration company, where I oversaw over three hundred (300) settlements, including some of the highest profile cases over the last few years, including, for example, In Re Motor Fuel (Hot Fuel) and the Target Data Breach, – Financial Institutions class action settlement.

4. Atticus provides services in class action settlements involving, *inter alia*, antitrust, consumer fraud, financial services, insurance, ADA, civil rights, and employment

matters, including wage and hour, Private Attorney General Act matters (PAGA) and FLSA collective actions.

5. Atticus's core competencies include pre-certification mailings, claims administration including the processing of claim forms, claim validation and anti-fraud detection, data preparation and data management, accounting services and tax reporting, qualified settlement fund management and escrow services, and distribution of funds.

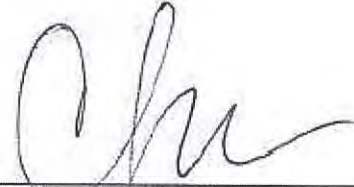
6. Since its inception, Atticus has provided administrative services for 676 class and collective action settlements and has disbursed approximately \$816,000,000. Among the founders of Atticus, collectively we have administered over 3,000 settlements and have disbursed over \$3,000,000,000 in settlement funds.

7. A true and correct copy of our firm profile is attached hereto as **Exhibit A** for the Court's review.

8. Atticus has agreed to a fee to administer the above captioned case, for approximately \$17,231. This fee includes all normal costs to administer a settlement, including mailing, printing, skip tracing, NCOA searches in preparation of mailing the notice packet, two published notices in the *Lowell Sun*, all costs associated with communications (including live telephone support and 800 toll-free call-in number), and all costs associated with the distribution of settlement awards (including payment calculations, Qualified Settlement account and account management and QSF tax reporting). Project management time is included in costs, in which we estimate a total of 28 hours of project time for this matter. The fee is fixed and capped at the quoted price, subject to no additional scope changes.

9. For this case, if approved by the Court in its Preliminary Approval Order as Settlement Administrator, Atticus will perform the Settlement Administrator duties as outlined in the Settlement Agreement, including, but not limited to, the agreed-upon and court-approved Class Notice.

I declare under penalty of perjury under the laws of the United States and of the State of Minnesota that the foregoing is true and correct to the best of my knowledge. Executed on this 19th day of September 2022 in Saint Paul, Minnesota.

A handwritten signature in black ink, appearing to read 'Chris Longley', written over a horizontal line.

Christopher Longley | CEO
Atticus Administration, LLC

EXHIBIT A



ATTICUS

Founded in August 2016, Atticus has administered 673 settlements and has distributed more than \$816 million in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial listing of Atticus' current cases and References

- Birbower v Quorn Foods Inc. -Consumer Food Labeling
- Guillen v AAA Limo-Consumer Finance
- Zamudio v Underground Rocket-CAFA
- Sears Trust-Data Breach
- Noll v Oxford-FLSA
- Kendall v Cubesmart-Data Breach/Consumer
- Moskowitz v Atlanta Hawks-FACTA
- Santos v River Credit Works
- Tirado v Deluxe Auto Sales-Consumer Finance
- Chung v Alliance One-FDCPA
- Raff v Safeviah-Consumer Finance
- Diaz v Azona-Wage & Hour
- Rosinbaum v Flowers Foods
- Marroquin v Premium Packaging-FLSA
- Hernandez v So Molo CO-FLSA
- The Bakery v Kenneth Pritt et al-Mass Tort
- Ramirez v Milton Roy-Wage & Hour
- Meyers v bebe Stores-TCPA
- Isabel Marquez v Tanimura & Antle-FLSA
- Camacho v Southwest Harvesting-FLSA
- Velasquez v SMD-Wage & Hour
- Right at Home Settlement-Consumer
- Park v United Collections-FDCPA
- McGlenn v Sprint-FLSA
- Redon v La Esperanza Farms-FLSA
- Home Advisor Settlement
- Morales v OPARC-Wage & Hour
- Loness v US Legal Services-Consumer Fraud
- In Re Managed Care Solutions-Healthcare Anti-Trust
- Kruzell v Suncoast Credit Union-FCRA
- Comofort v Fernandez Brothers-Wage & Hour
- Harris v General Motors-FCRA
- Jillal v Diesel Services-FLSA



ATTICUS

- Padilla v Valadeo-Wage & Hour
- Coyle v Flowers-FLSA
- Espinoza v Alicia Accoyo-Wage & Hour
- Santiago v Northland Group-Insurance
- Viesse v Tacoma Screw-FACTA
- Matthews v Red Hill Country Club
- Tharpe v Sprint Corp
- USI Settlement
- Benefield v Springco Metal Coatings
- Watkins v Pressler Pressler
- Thomas v Goodman Manufacturing
- Bruce v Del Monte Foods
- Best v Twins Towing Inc
- Ahmed v Beverly Hills Rehabilitation Services
- Cook v Window Nation
- Costco-46 State FLSA
- Meyers v Mathis Brothers
- Vela-Cruz v AG Transport
- Ayala et al v Olsen Brothers Ranches
- Big Saver Foods-FACTA Settlement
- Huynh v Parker -Hannifin Corp
- Soto v Vander Tuig Dairy
- Vinnitsky v LA Overnight
- Molando v Dayton Superior
- Party City-FACTA Settlement
- Wesco Aircraft Hardware Corporation Settlement
- Russell v KeHE Distributors
- Exact Staffing Settlement
- Allard v MEd Impact
- Escalata v La Tapatia Mexican Market
- Massarani v Waterman
- Martinez v Providence Farms
- Milo's Chicken Jerky Settlement (Mawbry v Milo's Kitchen-Consumer Protection)
- Wall v Hewlett Packard Industries
- Daisy Castro v Caterpillar Logistics
- Schucker v Flowers Foods International
- Vega v BAR Dairy
- Xcel Health Settlement-Data Breach
- McCurley v Derst Bakery
- Rosenbloom v Jets Pizza
- Marquez v D 'Arrigo Brothers
- Johnson v Thomson Reuters
- Caudle v Sprint Cellular
- Ciaz v ND Travel Nurses
- Sparks v Service Finance Company
- Smentek v Sheriff of Cook County (Civil Rights)



ATTICUS

- Ibanez v OC Burger Boys
- De La Rosa v Coca Cola
- Porreca et al v Flowers Baking Company
- Event Merchandising Settlement
- Lopez c George Amaral Ranches
- JKM Trading Settlement
- Crema v New Jersey National Golf Club
- Diaz v Arcona Farms
- Flowers Texas Settlement
- Miller v Flowers Foods of North Dakota
- Flowers Global Settlement
- Ali v Sutter Valley Medical-HIPAA Breach
- Douillard v Sprint Cellular
- Patterson v Volkswagen
- Johnson v Oxnard Automotive Exchange
- Goh v NCR Corporation
- Blackburn v APTIM Services
- SIP ERISA Settlement
- Rench v HMI-Wage & Hour
- Matisse v Dun & Bradstreet-Wage & Hour
- Lazy Boy Furniture Galleries Settlement-Wage & Hour
- Gruma Bakeries FLSA Settlement
- Flowers Global FLSA Settlement
- Bennett v Alorcía-PAGA
- Shachno v Pendry-PAGA/ Wage and Hour
- Gray v HCI-BIPA
- Jimenez v The Growers Company
- Supplemental Income Trust Settlement-ERISA
- Reyers v Unified Grocers
- Lyons v Green
- Manni v Lazy-Boy
- Carter v Bed Bath & Beyond-Data Breach
- Wall v Ashbritt
- Schulte-BIPA Settlement
- Carrillo v Mabry Management-PAGA/ Wage & Hour
- Fisher v Behavioral Health Services-PAGA/ Wage & Hour
- OFCCP v Sprint
- Boehm v BMW North America
- Carter v City of Ferguson-(Civil Rights)
- Gould v Farmers Insurance-TCPA
- Juarez v Laguna Farms-PAGA
- Power v Sandbox Logistics
- Andrews v Prestige Care-PAGA
- Foster v Advantage Sales
- Deak v In and Out Burger-PAGA
- EEOC v Hathaway



ATTICUS

- Abdul-Ahad v Associated Courier
- Baudette v McDonough, Dept of Veterans (VA Settlement)
- Bethmann v County of St. Charles (Civil Rights)
- Parrish v Sheriff of Cook County (Civil Rights)
- Whitney v Sheriff of Cook County (Civil Rights)
- Kane v Sheriff of Cook County (Civil Rights)
- Carter v Michigan Department of State Police (Civil Rights)
- Clay v Sheriff of Cook County (Civil Rights)
- In Re Cottonwood Financial (DBA The Cash Store)-Consumer Financial Protection Bureau
- Isley v BMW
- In Re Galileo Learning-CFPB/Bankruptcy
- Bell v Michigan State Police (Civil Rights)
- Hernandez v City of Houston (Civil Rights)
- MacDonald v CashCall
- McNeil v Giles County (Civil Rights)
- Moore v Department of State Hospitals (Civil Rights)
- Noll v Flowers Foods
- Party City FACTA-2
- AMEX-Data Breach
- Piland v Gameface
- Spack v Transworld Entertainment
- The Body Shop FACTA
- Turner v Walmart
- Wallack v AT&T Mobility
- Williams v Equitable Acceptance Corp
- Ybarra v SIP 401k-ERISA Class Action
- Ylvisaker v Clarkson Eyewear-Complex Sales Tax
- Youmans v CPS
- Bootman Settlement
- Zamora v Walgreens-PAGA
- Wakefern Foods-NLRB Settlement
- TPH v BSFC-Medical Records HIPAA Data Breach Disclosure
- Mullins v Data Mgmt-Data Breach
- Caddick & Bertino v Tasty Foods
- USA v Omega Ent
- Williams v Equitable Acceptance Corp-Consumer Fraud, Data Breach
- Nunes v Home Depot
- Cantowine Settlement-Civil Rights
- The Cellular Connection
- Warsame v Michigan State Highway Patrol-Civil Rights
- Signature Consultants-FCRA
- Walgreens-PAGA
- Nucci v Rite Aid
- Hammond -Data Breach
- McShane HIPAA Medical Disclosure Breach
- Hudson v Valley High Hospital-Data Breach



- Rael v Intercontinental Hotel
- Shopko Settlement-Employee Data Breach
- Body Shop-FACTA
- Rough v Costco
- Baylog v Hashflare
- Medranno v Flowers Foods
- Wilk v Sketchers
- Rowe v Ulta Salon
- Guidry v Dow Chemical-Mass Tort
- Allianz Settlement-Data Breach
- Activision-PAGA
- Shami v Tubby Todd Bath Co-Data Breach



ATTICUS

Partial listing of cases the Atticus Team has managed

- Tardiff v. Knox Count
- Nilsen v. York Count
- Tyler v. Suffolk Count
- Braun v. Walmart
- Lundeen v Canadian Pacific Railroad
- Frank v. Gold'n Plump Poultry
- Mass tort Guidant defibrillator
- Cazenave v. Sheriff Charles C. Foti
- Brecher v. St. Croix County
- McCain v. Bloomberg-Data Breach
- Carnegie v Household
- High Sulfur Gasoline Product Liability Shell Oil
- Merrill Lynch Securities Litigation
- Merrill Lynch Data Breach
- Target Data Breach-Financial Institutions
- McKesson HBOC Securities Litigation
- Raytheon Co. Securities Litigation
- Bokusky v. Edina Realty
- Applied Card Bank Credit Card Litigation-Data Breach
- Sun Country Employee Litigation
- Dupont Chemical Pollution Litigation
- Haight v Bluestem Brands, Inc. -TCPA
- Dugan v TGIF-Wage and Hour/FLSA
- Dunkel v Warrior Energy-Energy-Wage & Hour
- Shelby v Miller Investment Group-Consumer Finance
- Salas v Watkins Manufacturing-FLSA
- Dull v IPS-Energy Sector Wage & Hour
- Wallach v FFG-TCPA
- Bourgeoisie v City of Baltimore-Consumer Fees
- Brown v Alley-FLSA
- Turner v ACD-Wage & Hour
- Villa v San Francisco 49'ers-Consumer Fees
- Thomas v Solvay
- Reid v Unilever-Mass Tort
- Zeller v PDC Corporation-FLSA
- Murr v Capital One-Consumer Fraud
- Redman v City of Chicago- FACTA
- Ernst v Sterling-Dish Case-Consumer Fraud
- Ott-Publix-FLSA
- Ellsworth v US Bank-Consumer Finance
- Vidra v Midland Financial-Consumer Finance
- Vu v Performance Recovery
- Freeman v Berkeley Packaging-FLSA



ATTICUS

- Martin v JTH-TCPA
- Walker v Core Power Yoga-Wage & Hour
- Froberg v Cumberland Packaging-Stevia in the Raw Settlement-False Labeling
- Debarsekin v L2T-FLSA & Wage and Hour
- Gay v Tom's of Maine-False Labeling
- Templeton Rye -False Labeling
- Belardes v Farm Fresh to You-FLSA
- Tin Cup Settlement-False Labeling
- Johnson v ScanSAT-Medical Billing Data Breach
- Garcia v EJ Amusement-FLSA and Wage & Hour
- Doran v Forever Grand Vacations-Consumer Fraud- Time Share
- Velasco v Chrysler Corp-Recall
- Covell v Sleep Train-Wage & Hour
- Torres v Kwon Yet Lung-FACTA
- Redman v IMAX-FACTA
- Target Date Breach-Financial Institutions
- In Re Motor Fuel- Hot Fuel Case- Consumer Fraud
- Haight v Bluestem-TCPA
- Martin v JTH-TCPA
- In Re Target Data Breach-Financial Institutions

Management Team

Chris Longley, JD – CEO and Co-Founder – Former President of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney (Retired Status), admitted to practice Minnesota, 8th Circuit and United States Supreme Court. During Longley's Tenure at Dahl, he successfully managed some of the highest profile cases in the last few years, including *In Re Motor Fuel* (Hot Fuel), an all- digital notice campaign with over 160 mm class members in 36 states and US Territories, and the Target Data Breach- Financial Institutions Settlement.

Bryn Bridley – Director of Project Management – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past claims administration work included the day-to-day activities of several high- profile consumer, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns.

Joel Prest – Director of Technology – Joel has 15 years of experience with software development and project management. Joel has expertise in designing scalable solutions to allow end users to work more efficiently with easy-to-use applications. Joel's prior work history includes Human Resource Management, which allows him to understand system payroll needs, HIPPA, and tax requirements necessary for employment related cases.



ATTICUS

Jim Hardy, CPA (Inactive) – Co-Founder and CFO – Prior to co-founding Atticus, Jim held finance leadership positions over a twenty-year period in a variety of industries (contract manufacturing - implantable medical devices, sheet-fed printing, and commodity trading) where the wide-range of responsibilities and challenges from these experiences has enabled him to develop a versatile set of finance, administrative and operations skills.

Mike Gelhar – Practice Director, Employment & Treasury – Mike brings over 20 years of payroll experience in the employment law practice area. Along with his payroll knowledge, Mike is also bringing his work experience as he managed the processing and distribution of one of the nation's largest Labor and Employment administrators. These cases ranged from a few hundred claimants to over 700,000 claimants in all 50 states, including Puerto Rico.

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
SCOTT SMITH, <i>et al.</i> ,)	
)	
Plaintiffs,)	
v.)	Case No. 1:21-cv-10654
)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF’S ASSENTED-TO MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

INTRODUCTION

Through the instant proceeding, Plaintiff Scott Smith seeks conditional certification of two overlapping Settlement Classes so that he may settle his Massachusetts Consumer Protection Act claims for equitable relief and damages, respectively, on behalf of the proposed Classes. Specifically, Mr. Smith – to settle his claim for equitable relief – seeks conditional certification of a proposed Rule 23(b)(2) Class composed of all persons who resided at Chelmsford Commons or were obligated to pay rent to the operator of Chelmsford Commons as of September 13, 2022 and all persons who will reside at Chelmsford Commons or will be obligated to pay rent to the operator of Chelmsford Commons after September 13, 2022 and during the Settlement Period.¹ Additionally, Mr. Smith – to settle his claim for damages – seeks conditional certification of a proposed Rule 23(b)(3) Class composed of all persons who resided at Chelmsford Commons or were obligated to pay rent to the operator of Chelmsford Commons as of September 13, 2022.

¹ The proffered Class Action Settlement Agreement and Release (“Settlement”), submitted herewith as **Exhibit 2**, defines the “Settlement Period” as the time period necessary for all rent in Chelmsford Commons to equalize per the terms of the Settlement. *See Ex. 2* at §§ 2.52, 4.1(a).

Through the instant proceeding, Mr. Smith also seeks preliminary approval of the proffered Class Action Settlement Agreement and Release (“Settlement”), submitted herewith as **Exhibit 2**, which is designed to resolve Smith’s claims for equitable relief and damages on behalf of himself as well as the proposed Settlement Classes against the owner and property manager of Chelmsford Commons – Defendants Chelmsford Group, LLC, and Newbury Management Company. Because the proposed Settlement Classes meet the applicable requirements of Fed. R. Civ. P. 23(a), Fed. R. Civ. P. 23(b)(2), Fed. R. Civ. P. 23(b)(3) and Fed. R. Civ. P. 23(e)(1)(B)(ii), certification of the Settlement Classes for the purpose of effectuating the terms of the proffered Settlement is warranted. Moreover, because the Settlement on its face offers a fair, reasonable and adequate resolution for Class members, as required by Fed. R. Civ. P. 23(e)(1)(B)(i) and Fed. R. Civ. P. 23(e)(2), preliminary approval is also warranted. Based on the foregoing, as well as the argument below, Mr. Smith requests that the Court grant the relief sought in the Motion submitted herewith.

FACTS

I. CHELMSFORD COMMONS MANUFACTURED HOUSING COMMUNITY

Chelmsford Commons is a manufactured housing community located in Chelmsford, Massachusetts that offers affordable homeownership opportunities and wherein tenants or residents typically own their manufactured homes but rent the land on which those homes sit, land which is also called a home site. *See* Cmplt., Doc. 1-2, at ¶¶ 2, 20; *Answ.*, Doc. 26 at ¶¶ 2, 20. At all times relevant to this litigation, Chelmsford Commons has leased or offered for lease approximately 242 home sites. *See* Cmplt., Doc. 1-2, at ¶¶ 3, 21; *Answ.*, Doc. 26 at ¶¶ 3, 21; Decl. of Joel Brown (“J. Brown Decl.”), Doc. 1-6, at ¶¶ 5, 7 & Ex. B.² Defendants began owning or

²The Court permitted Defendants to file Exhibit B to the Declaration of Joel Brown under seal. *See* Doc. 1-9, Doc. 2 & Doc. 37. Mr. Smith will withdraw his motion to unseal Exhibit B if the Settlement is finally approved.

managing Chelmsford Commons in 2011, when Defendant Chelmsford Group, LLC acquired Chelmsford Commons from its former owner and contracted Defendant Newbury Management Company to manage the community. *See* Cmplt., Doc. 1-2, at ¶¶ 18-19, 25-26; Answ., Doc. 26 at ¶¶ 18-19, 25-26; *see also* Counterclaim, Doc. 26, at ¶ 7; Counterclaim Answ., Doc. 38, at ¶ 7. At the time Defendant Chelmsford Group, LLC acquired Chelmsford Commons, the community's rent structure was governed by a judicially-approved settlement agreement which had been in effect since 1991 and which by its own terms expired at the end of 2020 ("Master Lease"). *See* Cmplt., Doc. 1-2, at ¶¶ 23-24; Answ., Doc. 26 at ¶¶ 23-24; *see also* Counterclaim, Doc. 26, at ¶¶ 11, 13-14 & Ex. A (Master Lease); Counterclaim Answ., Doc. 38, at ¶¶ 11, 13-14. The Master Lease permitted the community's former owner to charge higher rents to new entrants, a practice which generally resulted in new entrants paying higher rents than existing tenants or residents despite the fact that all tenants or residents leased similar home sites and received similar services in exchange for their rent. *See* Master Lease, Doc. 26-1, at §§ 3(a), 11. Following Defendant Chelmsford Group, LLC's acquisition of Chelmsford Commons, the Defendants continued this practice of maintaining a staggered rent structure. *See* Cmplt., Doc. 1-2, at ¶ 27; Answ., Doc. 26 at ¶ 27. Mr. Smith has leased a home site at Chelmsford Commons since 1998 and has during such time resided in a manufactured home located on that site. *See* Cmplt., Doc. 1-2, at ¶ 17; Answ., Doc. 26 at ¶ 17; *see also* Decl. of Scott Smith ("Smith Decl."), Doc. 57-1, at ¶¶ 1-3.

In or around November of 2020, Defendants circulated proposed home-site lease agreements (also called occupancy agreements) to all tenants or residents of Chelmsford Commons that offered the same staggered base rents which Defendants had assessed directly prior to the expiration of the Master Lease and which would take effect following expiration of the Master Lease. *See* Cmplt., Doc. 1-2, at ¶¶ 29-33; Answ., Doc. 26 at ¶¶ 29-33; *see also* Smith Decl., Doc.

57-1, at ¶ 4 & Sub-Ex. A. The circulated occupancy agreements limited base-rent adjustments to one annual increase of either 4.5% or a percentage tied to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Boston, Massachusetts – ALL items (1967=100) (“CPI Percentage”), whichever is greater in any given year. *See* Smith Decl., Doc. 57-1, at ¶ 4 & Sub-Ex. A. Numerous Chelmsford Commons tenants or residents subsequently signed the circulated occupancy agreements, which remain operative for five-year or 10-year terms. *See* J. Brown Decl., Doc. 1-6, at ¶ 7 & Ex. B; *supra*, n.2.

II. PROCEDURAL HISTORY

On January 8, 2021, Mr. Smith – through counsel and on behalf of himself as well as a putative class of Chelmsford Commons rent-payers – sent a statutory demand letter to each of the Defendants, a letter which challenged the rents assessed by Defendants after expiration of the Master Lease as violating Section 32L(2) of the Massachusetts Manufactured Housing Act and which sought both equitable relief as well as damages. *See* Counterclaim, Doc. 26, at ¶ 31 & Exhs. D-E; Counterclaim Answ., Doc. 38, at ¶ 31. In response to his demand letter, Defendants preemptively filed an action before this Court which sought relief against Mr. Smith under the Declaratory Judgment Act. *See* Counterclaim, Doc. 26, at ¶ 37 & Ex. F; Counterclaim Answ., Doc. 38, at ¶ 37; *see also Chelmsford Group, LLC, et al. v. Smith*, 21-CV-10522-DJC (Mar. 26, 2021) (“Related Action”).³

On April 1, 2021, Mr. Smith commenced the instant action in the Massachusetts Superior Court for Middlesex County. *See* Decl. of Michael R. Brown, Doc. 1-1, at ¶ 2 & Ex. A. On April 20, 2021, Defendants removed the instant action to this Court. Doc. 1. During the subsequent 13

³ To the extent the Court deems it necessary, Mr. Smith requests that the Court take judicial notice of the docket in the related litigation pursuant to Fed. R. Evid. 201.

months, the parties vigorously litigated both the instant action as well as the Related Action. Such litigation included: Mr. Smith's Rule 12 motion to dismiss the Related Action, which was granted by the Court, *see* Related Action, 21-CV-10522-DJC at Doc. Nos. 8-9, 12 & 19-20; Mr. Smith's motion to remand the instant action to state court, which was denied by the Court, *see* Doc. Nos. 24-25, 33-35 & 39; Mr. Smith's motion for class certification, which was denied without prejudice by the Court, *see* Doc. Nos. 57-58 & 80; and Defendants' motion for judgment on the pleadings, which the parties argued and which remained pending at the time of the Settlement. *See* Doc. Nos. 59-60, 73, 78 & 84.

Shortly after oral argument on the motion for judgment on the pleadings, and at the Court's suggestion, *see* Doc. No. 84, the parties attempted to mediate a resolution of the instant action with the assistance of The Honorable Mitchel H. Kaplan (retired), a highly capable and experienced mediator. *See* Decl. of Ethan R. Horowitz ("Horowitz Decl."), **Ex. 5**, at ¶ 4 & Sub-Ex. A. After three mediation sessions before Judge Kaplan, which included the confidential disclosure of informal discovery to Mr. Smith by Defendants through counsel, the parties reached an agreement to resolve this action, as embodied in the terms of the Settlement. *See id.*, **Ex. 5**, at ¶ 5.

III. THE SETTLEMENT

The cornerstone of the Settlement is a negotiated rent structure which will ensure that current or future tenants or residents of Chelmsford Commons experience predictable rent increases and that rents in the community will equalize during the term of Settlement, the latter of which is guaranteed by **Defendants' commitment to cap home-site base rent in the community**

at the current market rent of \$964.37 per month during the term of the Settlement. *See* Settlement, **Ex. 2**, at § 4.1.⁴ Specifically, during the term of the Settlement:

- For Chelmsford Commons tenants or residents who have operative home-site lease agreements (also called occupancy agreements), Defendants will honor all such agreements, which limit base-rent adjustments to one annual increase of either 4.5% or the CPI Percentage, whichever is greater; *see id.*, **Ex. 2**, at §§ 4.1(c), 25; *see also, e.g.*, Smith Decl., Doc. 57-1, at ¶ 4 & Sub-Ex. A;
- For all other Chelmsford Commons tenants or residents, that is, those without the protection of an operative occupancy agreement, Defendants will similarly limit base-rent adjustments to one annual increase of either 4.5% or the CPI Percentage, whichever is greater; *see* Settlement, **Ex. 2**, at § 4.1(c);
- Once a tenant or resident's base rent reaches \$964.37, it will not increase during the Settlement Period; *see id.*, **Ex. 2**, at §§ 2.17, 4.1(a)-(c); *see also, supra*, n.1; and
- New tenants or residents who enter Chelmsford Commons will pay no more than \$964.37 in base rent during the Settlement Period. *See id.*, **Ex. 2**, at §§ 2.17, 4.1(d).

This negotiated rent structure will remain in effect until every tenant or resident at Chelmsford Commons is assessed a home-site base rent of \$964.37, that is, the Settlement Period. *See id.*, **Ex. 2**, at §§ 2.17, 4.1(a); *supra*, n.1. In addition to preserving the long-term affordability of Chelmsford Commons for current or future tenants or residents, the Settlement also provides a payment of \$50 per home site to settle claims for alleged rent overpayment damages incurred since January of 2021. *See id.*, **Ex. 2**, at § 4.2.

⁴ “Base Rent” does not include pass-through charges that Chelmsford Commons is permitted by the operative occupancy agreements to assess to Chelmsford Commons tenants or residents. *See* Settlement, **Ex. 2**, at §§ 2.4, 4.1.

In exchange for the benefits provided by the Settlement, Settlement Class members will be bound by targeted releases preventing such members from contesting the lawfulness of the negotiated rent structure or from relitigating damages claims which challenge the same or which otherwise seek to relitigate the basis of this action, *see id.*, **Ex. 2**, at §§ 5.2-5.3, the damages portion of which is subject to Rule 23(b)(3) opt-out rights. *See id.*, **Ex. 2**, at §§ 2.46, 3.2, 13.

To ensure that as many Settlement Class members as possible are notified of the Settlement, the Settlement requires the retention of a professional settlement administrator which will be charged with identifying current contact information for all members of the Settlement Classes and which will effect notice on all such Class members by first-class mail, by electronic mail (where electronic mail addresses are available) and by publication in the regional newspaper – the *Lowell Sun*. *See id.*, **Ex. 2**, at §§ 8.1-8.3.⁵ The settlement administrator will also maintain a dedicated toll-free telephone number and website to provide information to Settlement Class members. *See id.*, **Ex. 2**, at § 8.4. Moreover, all expenses related to the administration of the Settlement will be paid by Defendants. *See id.*, **Ex. 2**, at §§ 2.3, 8.7, 15.

Finally, the Settlement will compensate the undersigned, as class counsel, in an amount up to \$200,000, for reasonable litigation costs as well as attorney’s fees associated with prosecuting this litigation and will compensate Mr. Smith, in an amount up to \$2,000, for his service to the class. *See id.*, **Ex. 2**, at §§ 6-7.

ARGUMENT

I. GOVERNING LAW

A. Rule 23 Class Certification Standard

⁵ Prospective Settlement Class members, that is, Future Tenants or Residents who are included in the Rule 23(b)(2) Class only, will receive notice of the Settlement through a required disclosure in their respective occupancy agreements. *See Settlement, Ex. 2*, at §§ 2.27, 8.5.

All class action claims advanced pursuant to Rule 23 must satisfy the initial four requirements of Rule 23(a): “(1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation.” *Smilow v. Sw. Bell Mobile Sys., Inc.*, 323 F.3d 32, 38 (1st Cir. 2003). Class action claims seeking equitable relief must further demonstrate that “the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). Class action claims seeking monetary damages must demonstrate that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). When determining the Rule 23 prerequisites in the context of a proposed class action settlement presented through a preliminary approval motion, a reviewing court need only be satisfied that it “will likely be able to ... certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B)(ii).

B. Rule 23 Settlement Approval Standard

Before approving a class action settlement, a reviewing court must find that the proposed settlement “is fair, reasonable, and adequate” – Fed. R. Civ. P. 23(e)(2) – a determination which is highly discretionary but which should generally presume a proposed settlement is reasonable. *See Bezdek v. Vibram USA, Inc.*, 809 F.3d 78, 82 (1st Cir. 2015) (“If the parties negotiated at arm’s length and conducted sufficient discovery, the district court must presume the settlement is reasonable.”) (internal quotation omitted). Factors which a reviewing court should consider in making such a determination include: (1) whether “the class representative and class counsel have adequately represented the class” in the litigation to-date; (2) whether the Settlement negotiations were conducted “at arm’s length;” (3) whether the proposed class relief is “adequate” when viewed

in light of – (a) “the costs, risks, and delay of trial and appeal,” (b) the “effectiveness” of the proposed “method of distributing relief to the class,” (c) the “terms” of the proposed attorney’s fee award and the timing of its payment and (d) “any agreement” made “in connection with the [settlement] proposal;” and (4) whether “the proposal treats class members equitably” relative to one another. Fed. R. Civ. P. 23(e)(2)(A)–(D), (e)(3).⁶

Incentive awards and awards of attorney’s fees or litigation costs are permissible elements of a class settlement, provided that the awards comply with applicable law and are reasonable in light of the class representative’s and class counsel’s respective contributions to the class. *See* Fed. R. Civ. P. 23(e)(2)(C) & (D), 2018 cmt. (“... the relief actually delivered to the class can be a significant factor in determining the appropriate fee award.”); *see also, e.g., In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 82 (D. Mass. 2005) (Young, C.J.) (“...because a named plaintiff is an essential ingredient of any class action, an incentive award can be appropriate to encourage or induce an individual to participate in the suit.”) (internal quotations omitted).

C. Required Notice to Absent Class Members

If a reviewing court determines that a proposed class is likely to be certified for settlement purposes and the corresponding settlement is likely to be approved as fair, reasonable and adequate, “the court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). If the proposal includes a Rule 23(b)(3)

⁶ *See also* Fed. R. Civ. P. 23(e)(2), 2018 cmt. (“Courts have generated lists of factors The goal of this amendment is not to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.”); *Bezdek v. Vibram USA, Inc.*, 809 F.3d 78, 82 (1st Cir. 2015) (“The case law offers laundry lists of factors pertaining to reasonableness, but the ultimate decision by the judge involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.”) (internal quotation omitted).

damages class, such notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); *see also* Fed. R. Civ. P. 23(c)(2), 2018 cmt. (“Although first class mail may often be the preferred primary method of giving notice ... the amended rule relies on courts and counsel to focus on the means or combination of means most likely to be effective in the case before the court”). When class members cannot be identified and thus individualized notice – even after reasonable effort – is not practicable, notice by publication satisfies Rule 23(c)(2). *See Reppert v. Marvin Lumber & Cedar Co., Inc.*, 359 F.3d 53, 56-57 (1st Cir. 2004) (“Individual notice of class proceedings is not meant to guarantee that every member entitled to individual notice receives such notice, but it is the court’s duty to ensure that the notice ordered is reasonably calculated to reach the absent class members. ... Such is the present case, with notification by mail to all known members of the certified class, and the publication of this notice ...”) (internal quotation omitted).

II. MR. SMITH’S CONSUMER PROTECTION ACT CLAIMS FOR EQUITABLE RELIEF AND DAMAGES WARRANT CERTIFICATION, FOR SETTLEMENT PURPOSES, OF A CLASS UNDER RULE 23(B)(2) AND A CLASS UNDER RULE 23(B)(3)

As outlined in detail below, Mr. Smith’s claims satisfy the requirements of Rule 23(a), Rule 23(b)(2), Rule 23(b)(3) and Rule 23(e)(2)(B)(ii), and thus warrant certification for settlement purposes of the proposed Rule 23(b)(2) Class of current or future Chelmsford Commons tenants or residents seeking equitable relief and the proposed Rule 23(b)(3) Class of current Chelmsford Commons tenants or residents seeking damages.

A. Rule 23(a)

With respect to Rule 23(a)(1) numerosity, each of the proposed Settlement Classes will encompass tenants or residents representing the more than 200 home sites at Chelmsford

Commons – *see* Cmpl., Doc. 1-2, at ¶¶ 3, 21; Answ., Doc. 26 at ¶¶ 3, 21; J. Brown Decl., Doc. 1-6, at ¶¶ 5, 7 & Ex. B; *see also, supra*, n.2 – a number which satisfies this requirement. *See García-Rubiera v. Calderón*, 570 F.3d 443, 460 (1st Cir. 2009) (“low threshold for numerosity” generally met by at least 40 putative class members) (internal citation omitted).

With respect to Rule 23(a)(2), the commonality requirement is satisfied by the fact that Mr. Smith’s and the Settlement Class members’ respective claims for equitable relief and damages all rely on the same factual and legal determinations concerning the contours and lawfulness of the Chelmsford Commons rent structure. *See, e.g., Ouadani v. Dynamex Operations East, LLC*, 405 F. Supp. 3d 149, 161 (D. Mass. 2019) (Saris, C.J.) (“...a single common issue is sufficient for the purposes of Rule 23(a)(2).”); *Hogan v. InStore Group, LLC*, 512 F. Supp. 3d 157, 188 (D. Mass. 2021) (Woodlock, J.) (“Commonality is generally satisfied where class claims arise out of a uniform company policy or practice.”).

With respect to Rule 23(a)(3) typicality, the respective injuries alleged by Mr. Smith and the Settlement Class members all sound in rent overpayment resulting from application of the challenged Chelmsford Commons rent structure, require application of the same remedial theories under the Consumer Protection and Manufactured Housing Acts and thus satisfy this requirement. *See García-Rubiera*, 570 F.3d at 460 (typicality satisfied when “Plaintiffs’ claims arise from the same event or practice or course of conduct that gives rise to the claims of other class members, and are based on the same legal theory.”) (internal quotation omitted).

And with respect to the Rule 23(a)(4) adequacy requirements, Mr. Smith’s and the undersigned’s 17 months of vigorously pursuing this matter in two separate actions before this Court – in both litigation as well as settlement postures – demonstrate that each will responsibly pursue the best interests of the proposed Settlement Classes. *See, supra*, Facts – Sec. II/Procedural

History. Moreover, the undersigned have substantial experience litigating manufactured housing community class action litigation, *see* Horowitz Decl., **Ex. 5**, at ¶ 17, and there are no known conflicts between Mr. Smith and the proposed Settlement Classes he seeks to represent. *See id.* **Ex. 5**, at ¶ 18. Rule 23(a)(4)'s adequacy requirements are thus satisfied. *See Lannan v. Levy & White*, 186 F. Supp. 3d 77, 89 (D. Mass. 2016) (Talwani, J.) (“To meet the adequacy requirement, ‘the moving party must show first that the interests of the representative party will not conflict with the interests of any of the class members, and second, that counsel chosen by the representative party is qualified, experienced and able to vigorously conduct the proposed litigation.’”) (quoting *Andrews v. Bechtel Power Corp.*, 780 F.2d 124, 130 (1st Cir.1985)).

B. Rule 23(b)

With respect to Rule 23(b)(2), the multi-year rent structure Mr. Smith has negotiated on behalf of the proposed Rule 23(b)(2) Class will benefit all current or future tenant or resident Class members, insofar as the negotiated rent structure preserves current occupancy agreements, ensures predictable annual base-rent increases and ultimately sets an upper limit as to how high base rent can climb during the pendency of the Settlement. *See, supra*, Facts – Sec. III/Settlement. Rule 23(b)(2) is thus satisfied as to Mr. Smith's claim for equitable relief. *See, e.g., Connor B. ex rel. Vigurs v. Patrick*, 272 F.R.D. 288, 297 (D. Mass. 2011) (Ponsor, J.). (Rule 23(b)(2) is appropriate to implement “relief that would benefit the entire class.”).

With respect to Rule 23(b)(3) predominance, Mr. Smith's damages claim alleges a class-wide rent overpayment injury resulting from Defendants' implementation of what Smith asserts has been an unlawful rent structure at Chelmsford Commons, a claim which requires resolution of the same factual and legal questions respecting the Chelmsford Commons rent structure to establish all elements of liability on behalf of Rule 23(b)(3) Class members, except for the

calculation of individual damages. *See, e.g.*, Pls. Mem., Doc. 58, at p 7-8, 13-15. Without more, Rule 23(b)(3) predominance is satisfied for settlement purposes. *See Waste Mgmt. Holdings, Inc. v. Mowbray*, 208 F.3d 288, 296 (1st Cir. 2000) (predominance satisfied by “sufficient constellation of common issues [which] bind[] class members together”); *Smilow*, 323 F.3d at 40 (“The individuation of damages in consumer class actions is rarely determinative under Rule 23(b)(3).”). Moreover, class treatment of Mr. Smith’s damages claim also satisfies Rule 23(b)(3)’s superiority requirement by offering an efficient and consistent resolution of the damages claims of the Rule 23(b)(3) Class members, in a local forum, while also permitting those Class members with more substantial individualized damages to opt out. *See* Fed. R. Civ. P. 23(b)(3)(A)–(D).⁷

In this way, Mr. Smith has satisfied his burden, for settlement purposes, under Rule 23 of establishing that his Consumer Protection Act claims for equitable relief and damages merit certification of the proposed Rule 23(b)(2) Class and Rule 23(b)(3) Class for settlement purposes.

III. THE PROFFERED SETTLEMENT SHOULD BE PRELIMINARILY APPROVED AS FAIR, REASONABLE AND ADEQUATE

A. The Relief Provided to the Proposed Settlement Classes Is More Than Adequate

As described above, the proffered Settlement provides a substantial benefit to current or future tenants or residents of Chelmsford Commons by instituting a rent structure that encompasses predictable rent increases and ensures Chelmsford Commons’ affordability for most (if not all) of the next decade. For all current tenants or residents who presently pay base rent below the current market base rent of \$964.37 per month, even those without the protection of an operative

⁷ This forum is desirable for resolving the controversy because the proposed Rule 23(b)(3) Class, by definition, is composed of members who reside in Massachusetts. *See* Settlement, **Ex. 2**, at §§ 2.16, 2.46, 3.2. The Court need not consider whether trial “would present intractable management problems” because “the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Moreover, the undersigned are not aware of any other litigation concerning this controversy already begun by or against Rule 23(b)(3) Class members.

occupancy agreement, their base rent will increase only once annually beginning in April of 2023 by the greater of 4.5% or the CPI Percentage, until all base rents in Chelmsford Commons reach parity at \$964.37 per month, *i.e.*, the Settlement Period. *See* Settlement, **Ex. 2**, at §§ 2.52, 4.1(a), 4.1(c).⁸ Under this structure, in the absence of substantial additional inflation, the approximately 30 current tenant or resident households which are presently paying the lowest base rent at Chelmsford Commons will not reach a base rent of \$964.37 per month until April of 2033 – that is, a Settlement Period of 10 years.⁹ *See* Horowitz Decl., **Ex. 5**, at ¶¶ 5-8. Moreover, under this structure, no base rents will increase beyond \$964.37 per month (including the base rents of new entrants) until all Chelmsford Commons tenants or residents are paying base rents of \$964.37 per month. *See* Settlement, **Ex. 2**, at § 4.1.

Accordingly, all Chelmsford Commons tenants or residents who entered into occupancy agreements and who are paying less than \$964.37 per month in base rent will retain the benefit of those occupancy agreements. *See* Cmplt., Doc. 1-2, at ¶¶ 29-33; Answ., Doc. 26 at ¶¶ 29-33; *see also* Smith Decl., Doc. 57-1, at ¶ 4 & Sub-Ex. A. Moreover, even those Chelmsford Commons

⁸ While some Chelmsford Commons tenants or residents may be unhappy with the amount of their annual rent increases, particularly during an inflationary economy, no provision of the Manufactured Housing Act permits a court to review the absolute reasonableness of a rent increase, except perhaps if the increase is unconscionable. *See* Mass. Gen. Laws ch. 140, § 32P (requiring rents to be set by fair market); 940 Code Mass. Regs. 10.03(5) (clarifying that fair market requirement creates no rights beyond those provided at common law or by other statute). Rather, the gravamen of this litigation is to ensure that the rents offered by the Defendants are offered equally across all Chelmsford Commons tenants or residents, a goal achieved by the Settlement with great benefit to the members of the proposed Settlement Classes.

⁹ Of course, the Settlement Period will reduce if the United States economy experiences sustained inflation. For example, if the CPI Percentage hits 5% every year, then the lowest base rents in Chelmsford Commons will reach \$964.37 per month by April of 2032 – a period of nine years. Or if the CPI Percentage hits 6% every year, then the lowest base rents in Chelmsford Commons will reach \$964.37 per month by April of 2030 – a period of seven years. *See* Decl. of Ethan R. Horowitz (“Horowitz Decl.”), **Ex. 5**, at ¶¶ 5-7, 9-10. The Settlement Period may also reduce via attrition, that is, if the tenants or residents who are paying the lowest base rents in Chelmsford Commons relocate or pass away.

tenants or residents who are paying less than \$964.37 per month but who did not elect the protection of an occupancy agreement will receive the benefit of the same annual rent increase limitation as their neighbors who signed occupancy agreements. Additionally, in the absence of substantial additional inflation, a Chelmsford Commons tenant or resident who is presently paying the current market base rent of \$964.37 per month will receive the benefit of a 10-year base rent freeze, with an estimated value of \$33,000 per household. *See* Horowitz Decl., **Ex. 5**, at ¶¶ 5-6, 11-12. Indeed, in this scenario even tenants or residents whose base rent reaches \$964.37 per month in the middle of the Settlement Period will receive a substantial benefit, with the value of a seven-year rent freeze estimated at nearly \$16,000 per household or the value of a five-year rent freeze estimated at over \$8,000 per household. *See id.*, **Ex. 5**, at ¶¶ 5-6, 11, 13-14.¹⁰ The bottom-line is that all current or future tenants or residents will receive a valuable benefit, in the form of predictable base-rent increases, a base-rent cap or some combination of both, during the approximately 10-year term of the Settlement, in addition to a resultant rent structure that adheres to M.G.L. ch. 140, § 32L(2).

Beyond the substantial value afforded to current or future tenants or residents by the above-described negotiated rent structure, each current tenant or resident household will also receive a payment of \$50 per household in lieu of damages. *See* Settlement, **Ex. 2**, at § 4.2. This number is modest because Mr. Smith purposefully traded retrospective damages for what he believes to be the more valuable guarantee of future affordability. For example, under Mr. Smith's theory of rent

¹⁰ Even in an inflationary economy, a Chelmsford Commons tenant or resident who is presently paying the current market base rent of \$964.37 per month will receive a substantial benefit. For example, in the above scenario of consistent 6% CPI Percentage increases and the corresponding seven-year Settlement Period, *see, supra*, n.9, Chelmsford Commons tenants or residents who are presently paying the current market base rent will still receive a value of nearly \$22,000. *See* Horowitz Decl., **Ex. 5**, at ¶¶ 5-6, 11, 15.

overpayment damages, a Chelmsford Commons tenant or resident who has been paying a base rent of \$964.37 per month since January of 2021 and who has suffered the greatest retrospective injury according to Smith's theory of damages would be owed approximately \$8,500. *See* Horowitz Decl., **Ex. 5**, at ¶ 16. However, as described above, the proffered Settlement is likely to provide the same tenant or resident with more than double that \$8,500 value in multi-year rent freezes. Additionally, Defendants have agreed to pay for all settlement administration costs – with an approximate value of \$17,000, *see* Decl. of Christopher Longley (“Longley Decl.”), **Ex. 7**, at ¶ 8, and the \$200,000 estimated value of the undersigned's services in representing the proposed Settlement Classes, on top of the value of the negotiated rent structure and the damages award. *See* Settlement, **Ex. 2**, at §§ 2.3, 7, 8.7, 15. Moreover, in exchange for the benefits provided by the Settlement, Settlement Class members will only be bound by targeted releases preventing such members from contesting the lawfulness of the negotiated rent structure or from relitigating damages claims which challenge the same or which otherwise seek to relitigate the basis of this action, *see id.*, **Ex. 2**, at §§ 5.2-5.3, the damages portion of which is subject to Rule 23(b)(3) opt-out rights. *See id.*, **Ex. 2**, at §§ 2.46, 3.2, 13

In light of the risk of zero recovery created by Defendants' expected challenge to class certification, Defendants' pending Rule 12 motion for judgment on the pleadings or future dispositive motion practice as well as the possibility of a contested trial and subsequent appeals, the immediate relief provided to the current or future tenants or residents of Chelmsford Commons by this Settlement leave no doubt that the proposed relief is adequate as contemplated by Fed. R. Civ. P. 23(e)(2)(C).

B. The Terms of the Proposed Attorney's Fee Award Are Reasonable

In light of the undersigned's contribution to the proposed Settlement Classes, the Settlement's award of up to \$200,000 in fees and costs is a fair and reasonable component of the Settlement. In reviewing the reasonableness of an attorney's fee award requested as part of a class action settlement, a reviewing court – sitting in its diversity jurisdiction – applies federal law when determining the reasonableness of the award in the context of the overall settlement, *see* Fed. R. Civ. P. 23(e)(2)(C)(iii), but applies the substantive law of the forum state in assessing whether the award is independently reasonable in relation to the work performed by the attorney. *See In re Volkswagen & Audi Warranty Extension Litig.*, 692 F.3d 4, 15 (1st Cir. 2012); Fed. R. Civ. P. 23(h). With respect to the state-law analysis, courts typically channel their discretion through application of the “lodestar method” – that is, identifying a reasonable number of hours the attorney spent litigating the matter, multiplying that figure by a reasonable hourly rate and then considering whether to apply a “multiplier” which enhances the “lodestar appropriately to reflect, for example, the scale of the results achieved . . . or the risks counsel took in pursuing contingent fees.” *In re Volkswagen & Audi Warranty Extension Litig.*, 89 F. Supp. 3d 155, 164-65 (D. Mass. 2015) (Young, J.) (“*Volkswagen II*”).

The undersigned have vigorously litigated the above-captioned action and the Related Action – both in litigation and settlement postures – for the benefit of the Settlement Classes. After careful review of their time records, the undersigned have identified to-date more than 450 hours spent on tasks which benefitted the proposed Settlement Classes – more than 300 hours spent by Attorney Brian J. O'Donnell and more than 150 hours by Attorney Ethan R. Horowitz. *See* Horowitz Decl., **Ex. 5**, at ¶¶ 20-21; Decl. of Brian J. O'Donnell (“O'Donnell Decl.”), **Ex. 6**, ¶¶ 6-7. Attorney Horowitz is the Managing Director of his civil legal aid law firm who has been practicing law for approximately 13 years and whose professional experience, qualifications and

work on this litigation should be valued at a rate of at least \$340 per hour. *See* Horowitz Decl., **Ex. 5**, at ¶¶ 1-2, 17.¹¹ During the time he worked on this litigation, Attorney O’Donnell was a Staff Attorney at that same legal aid law firm who had been practicing law for approximately four years and whose professional experience, qualifications and work on this litigation should be valued at a rate of at least \$185 per hour. *See* O’Donnell Decl., **Ex. 6**, at ¶¶ 1, 3; *see also, e.g., Commonwealth Care All. v. AstraZeneca Pharm. L.P.*, 2013 WL 6268236, *1 (Mass. Super. Ct. Aug. 5, 2013) (Sanders, J.) (collecting cases regarding reasonable fees).

Moreover, given the risk they assumed in undertaking this litigation as well as the results they achieved, the undersigned respectfully submit that their work merits the standard multiplier of two for litigation without a paying client that involves novel issues of law and that implicates substantial questions of public import. *See, e.g., Volkswagen II*, 89 F. Supp. 3d at 166–67, 171 (adopting multiplier of 2); *Commonwealth Care All.*, 2013 WL 6268236 at *2 (same); *see also, e.g., Roberts v. TJX Cos., Inc.*, 2016 WL 8677312, at *13 (D. Mass. Sept. 30, 2016) (Burroughs, J.) (collecting cases where “[m]ultipliers of 2 and more have been found reasonable”). Accordingly, the undersigned respectfully submit that the \$200,000 in attorney’s fees – which will not be distributed until the Settlement receives final approval – *see* Settlement, **Ex. 2**, at § 7 – are reasonable components of this Settlement.¹²

¹¹ The U.S. District Court recently approved a rate of \$340 per hour for Attorney Horowitz in the context of another manufactured housing class action settlement. *See Craw, et al. v. Hometown America, LLC, et al.*, 18-12149-LTS at Doc. Nos. 198-99, 216-17 (D. Mass. Sep. 23, 2021). Mr. Smith respectfully requests that the Court take judicial notice of the docket in that action pursuant to Fed. R. Evid. 201.

¹² The propriety of Mr. Smith’s modest \$2,000 incentive award, *see* Settlement, **Ex. 2**, at § 6, in light of the nearly two years Smith spent preparing for or litigating an action on behalf of his current or future neighbors, requires little comment. *See, e.g., In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 98 (D. Mass. 2005) (Stearns, J.)

C. The Remaining Rule 23(e)(2) Factors Support Approval of the Settlement

As described above, the parties reached this Settlement after 17 months of hard-fought litigation and settlement negotiations. *See, supra*, Facts – Sec. II/Procedural History; *see also* Fed. R. Civ. P. 23(e)(2)(A) & (B), 2018 cmt. (“... the focus at this point is on the actual performance of counsel acting on behalf of the class.”). As described above, the parties reached this Settlement after multiple weeks of mediation before an experienced mediator. *See, supra*, Facts – Sec. II/Procedural History; *see also, e.g.*, 4 NEWBERG ON CLASS ACTIONS, §13.50 (“there appears to be no better evidence of such a [truly adversarial bargaining] process than the presence of a neutral third party mediator”). And as described above, no agreement has been made in connection with the Settlement other than the Settlement Agreement itself, which effectively and fairly provides relief to all members of the Settlement Classes. *See, supra*, Facts – Sec. III/Settlement; *see also* Settlement, **Ex. 2**, at § 33. The Court should preliminarily approve the Settlement.

IV. THE NOTICE PLAN ADOPTED BY THE SETTLEMENT IS THE BEST NOTICE PRACTICABLE AND SHOULD BE ORDERED BY THE COURT

As outlined in the Settlement, the parties’ agreed-upon notice plan requires that Defendants conduct a reasonable search of their Chelmsford Commons business records, identify mailing addresses and electronic mail address of all known Settlement Class members and timely provide them to a professional settlement administrator selected by the parties, *see Ex. 2* at §§ 8.1, 38.2, which is Atticus Administration, LLC, an experienced and highly-qualified administrator. *See, generally*, Longley Decl., **Ex. 7**. Within 30 days after the Court’s entry of the Preliminary Approval Order, Atticus will obtain an updated mailing address and send via U.S. mail, as well as via electronic mail where an electronic mail address is available, an individualized Settlement notice, **Ex. 3**, to all Settlement Class members identified in the Chelmsford Commons business records. *See* Settlement, **Ex. 2**, at § 8.2.

To the extent that Defendants' reasonable review of Chelmsford Commons business records may not identify all potential Settlement Class members, Atticus, within 30 days after the Court's entry of the Preliminary Approval Order, will also cause a publication notice, **Ex. 4**, to appear twice in the region's newspaper of record – the *Lowell Sun* – that is, once per week for two consecutive weeks. *See* Settlement, **Ex. 2**, at § 8.3.¹³ Given the timing of these notices, Settlement Class members will have a more than adequate opportunity to object to the Settlement, if they choose, or opt-out from the Rule 23(b)(3) Class, the deadline for each running 90 days after the Court's entry of the Preliminary Approval Order. *See id.*, **Ex. 2**, at §§ 12-13.

Moreover, the notices proposed by the parties are fair, adequate and reasonable as they clearly and straightforwardly provide Settlement Class members with enough information to evaluate whether to participate in the Rule 23(b)(3) Class or opt out or whether to object to the Settlement, including information about the Settlement's proposed releases. These notices also highlight the address for the Settlement website, the toll-free number administered by Atticus and all applicable deadlines. *See Exhibits 3-4*; *see also* Settlement, **Ex. 2**, at § 8.4. Without more, the parties respectfully submit that the agreed-upon notice plan satisfies Rule 23(c)(2) and should be effectuated as part of the Court's Preliminary Approval Order.

CONCLUSION

In this way, Mr. Smith respectfully submits that the proposed Settlement Classes, the proffered Settlement and the agreed-upon notice plan satisfy the requirements of Rule 23, such that the Motion filed herewith should be granted and that the Court should enter the Preliminary Approval Order submitted herewith as **Exhibit 1**.

¹³ By definition Settlement Class members are or recently were tenants or residents of Chelmsford Commons and should be living or doing business in the circulation area of the *Lowell Sun*, which includes Chelmsford, when notice is published. *See* Settlement, **Ex. 2**, at §§ 2.16, 2.45-46.

Respectfully submitted,
SCOTT SMITH,
By his attorneys,

This 19th day of September 2022

/s/ Ethan R. Horowitz

/s/ Brian J. O'Donnell

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CERTIFICATE OF SERVICE

I hereby certify that on September 19, 2021, the foregoing Memorandum was electronically filed with the Clerk of the Court through the CM/ECF system, which will send notification of such filing to registered participants, including counsel for the Defendants.

/s/ Ethan R. Horowitz

Dated: September 19, 2022

Ethan R. Horowitz
BBO # 674669

Smith v. Chelmsford Group, LLC, No. 1:21-cv-10654-DJC (D. Mass.)
Preliminary Class List

**Smith v. Chelmsford Group, LLC, No. 1:21-cv-10654-DJC (D. Mass.)
Preliminary Class List**

Name	Address
Richard McEvoy	270 Littleton Road, #1, Chelmsford, MA 01824
Shelagh McEvoy	270 Littleton Road, #1, Chelmsford, MA 01824
Jason Ray Douglas Neugebauer	270 Littleton Road, #2, Chelmsford, MA 01824
Shawn Marciello	270 Littleton Road, #3, Chelmsford, MA 01824
Sharon Marciello	270 Littleton Road, #3, Chelmsford, MA 01824
Paula Langill	270 Littleton Road, #3, Chelmsford, MA 01824
George Langill	270 Littleton Road, #3, Chelmsford, MA 01824
Peter Perilli	270 Littleton Road, #4, Chelmsford, MA 01824
Scott Jillson	270 Littleton Road, #4, Chelmsford, MA 01824
MDeborah Cannon	270 Littleton Road, #5, Chelmsford, MA 01824
Robert Smith	270 Littleton Road, #5, Chelmsford, MA 01824
Hugo Pablo Mauricio Gomez	270 Littleton Road, #6, Chelmsford, MA 01824
Mirna Elizabeth Contreras	270 Littleton Road, #6, Chelmsford, MA 01824
Steven Gerardo Mauricio	270 Littleton Road, #6, Chelmsford, MA 01824
Yudith Yaharra Mauricio	270 Littleton Road, #6, Chelmsford, MA 01824
Allison Abigail Mauricio	270 Littleton Road, #6, Chelmsford, MA 01824
Alicia Tagliaferro	270 Littleton Road, #7, Chelmsford, MA 01824
Sean Brown	270 Littleton Road, #7, Chelmsford, MA 01824
Joyce Lemire	270 Littleton Road, #9, Chelmsford, MA 01824
Scott McLatchey	270 Littleton Road, #9, Chelmsford, MA 01824
Albert Stefanski	270 Littleton Road, #10, Chelmsford, MA 01824
Diana Beaulieu	270 Littleton Road, #11, Chelmsford, MA 01824
Louis Beaulieu	270 Littleton Road, #11, Chelmsford, MA 01824
Maryann Travers	270 Littleton Road, #12, Chelmsford, MA 01824
Mario A Duran	270 Littleton Road, #13, Chelmsford, MA 01824
Jose F Nunez Lopez	270 Littleton Road, #13, Chelmsford, MA 01824
Maria Elena Lopez De Nunez	270 Littleton Road, #13, Chelmsford, MA 01824
Sofia Arely Nunez Lopez	270 Littleton Road, #13, Chelmsford, MA 01824
John Killam	270 Littleton Road, #14, Chelmsford, MA 01824
David Selenius	270 Littleton Road, #15, Chelmsford, MA 01824
Cindy Martin	270 Littleton Road, #15, Chelmsford, MA 01824
Suzanne Hersey	270 Littleton Road, #16, Chelmsford, MA 01824
Leigh Iacona	270 Littleton Road, #16, Chelmsford, MA 01824
Bonnie Kurbs	270 Littleton Road, #17, Chelmsford, MA 01824
Bonnie Kurbs	270 Littleton Road, #17, Chelmsford, MA 01824
Michael Kurbs	270 Littleton Road, #17, Chelmsford, MA 01824
Christopher Kurbs-child	270 Littleton Road, #17, Chelmsford, MA 01824
Ryan Kurbs-child	270 Littleton Road, #17, Chelmsford, MA 01824

Name	Address
Skyler Kurbs-child	270 Littleton Road, #17, Chelmsford, MA 01824
Wendy Clayton	270 Littleton Road, #18, Chelmsford, MA 01824
Suelen Amaral Breen	270 Littleton Road, #20, Chelmsford, MA 01824
Ella Quinn Breen	270 Littleton Road, #20, Chelmsford, MA 01824
Thomas Coppinger	270 Littleton Road, #21, Chelmsford, MA 01824
Linda Coppinger	270 Littleton Road, #21, Chelmsford, MA 01824
Thomas Coppinger	270 Littleton Road, #21, Chelmsford, MA 01824
Anthony Benassi	270 Littleton Road, #21, Chelmsford, MA 01824
Tyler Harrison	270 Littleton Road, #21, Chelmsford, MA 01824
Sean Patrick Coppinger	270 Littleton Road, #21, Chelmsford, MA 01824
Thomas Grant	270 Littleton Road, #22, Chelmsford, MA 01824
Carmen Rosado	270 Littleton Road, #23, Chelmsford, MA 01824
Julian Cotto	270 Littleton Road, #23, Chelmsford, MA 01824
Esmeralda Cotto	270 Littleton Road, #23, Chelmsford, MA 01824
Margaret Anne Berman	270 Littleton Road, #24, Chelmsford, MA 01824
Margaret Olson	270 Littleton Road, #24, Chelmsford, MA 01824
Kevin Hourihan	270 Littleton Road, #25, Chelmsford, MA 01824
Heidi Hourihan	270 Littleton Road, #25, Chelmsford, MA 01824
Eric Hannus	270 Littleton Road, #26, Chelmsford, MA 01824
Rayana Hannus	270 Littleton Road, #26, Chelmsford, MA 01824
Virginia Gallant	270 Littleton Road, #27, Chelmsford, MA 01824
Christina Gallant	270 Littleton Road, #27, Chelmsford, MA 01824
Caroline Grady	270 Littleton Road, #28, Chelmsford, MA 01824
Donald Grady	270 Littleton Road, #28, Chelmsford, MA 01824
Lorraine Harris	270 Littleton Road, #29, Chelmsford, MA 01824
William Anderson	270 Littleton Road, #30, Chelmsford, MA 01824
Nathalie Rounds	270 Littleton Road, #31, Chelmsford, MA 01824
Isabel Santos	270 Littleton Road, #32, Chelmsford, MA 01824
Raul Rivera	270 Littleton Road, #32, Chelmsford, MA 01824
Mariska Santos	270 Littleton Road, #32, Chelmsford, MA 01824
Arlyana Santos	270 Littleton Road, #32, Chelmsford, MA 01824
Lisa Mason	270 Littleton Road, #34, Chelmsford, MA 01824
Thomas Mason	270 Littleton Road, #34, Chelmsford, MA 01824
Blanca Mason	270 Littleton Road, #34, Chelmsford, MA 01824
Kalie Garabedian	270 Littleton Road, #35, Chelmsford, MA 01824
Destiny Yancy	270 Littleton Road, #35, Chelmsford, MA 01824
Grace Yancy	270 Littleton Road, #35, Chelmsford, MA 01824
Sandra Bartoszek	270 Littleton Road, #36, Chelmsford, MA 01824
Nancy Leggee- Donna Leggee-sister #	270 Littleton Road, #36, Chelmsford, MA 01824
David Dull	270 Littleton Road, #37, Chelmsford, MA 01824
Megan Dull	270 Littleton Road, #37, Chelmsford, MA 01824
Donna M McIntyre	270 Littleton Road, #38, Chelmsford, MA 01824
Gregory Mercurio	270 Littleton Road, #38, Chelmsford, MA 01824

Name	Address
Marcy Riley	270 Littleton Road, #39, Chelmsford, MA 01824
Kristen Krzewick	270 Littleton Road, #40, Chelmsford, MA 01824
Mike Krzewick	270 Littleton Road, #40, Chelmsford, MA 01824
Victoria St. Ours	270 Littleton Road, #40, Chelmsford, MA 01824
Bruce Kimber-grandson	270 Littleton Road, #40, Chelmsford, MA 01824
Nevaeh True-Granddaughter	270 Littleton Road, #40, Chelmsford, MA 01824
Walter McLaughlin	270 Littleton Road, #42, Chelmsford, MA 01824
Bryan Oconnor	270 Littleton Road, #42, Chelmsford, MA 01824
Jill McLaughlin	270 Littleton Road, #42, Chelmsford, MA 01824
Ivy Frey	270 Littleton Road, #42, Chelmsford, MA 01824
Amitiel Cisneros	270 Littleton Road, #42, Chelmsford, MA 01824
Shirley Hanright	270 Littleton Road, #43, Chelmsford, MA 01824
Ronald Hanright	270 Littleton Road, #43, Chelmsford, MA 01824
Miguel A Santiago Sr.	270 Littleton Road, #44, Chelmsford, MA 01824
Ana Providencia Santiago	270 Littleton Road, #44, Chelmsford, MA 01824
Alexandria Santiago	270 Littleton Road, #44, Chelmsford, MA 01824
Miguel Angel Santiago Jr.	270 Littleton Road, #44, Chelmsford, MA 01824
Jianali L Osorio	270 Littleton Road, #44, Chelmsford, MA 01824
Jerry J Anstiss	270 Littleton Road, #45, Chelmsford, MA 01824
Allen White	270 Littleton Road, #46, Chelmsford, MA 01824
Estate of George Jordan	270 Littleton Road, #47, Chelmsford, MA 01824
Leo Jordan	270 Littleton Road, #47, Chelmsford, MA 01824
Yahya Ali Abdur-Rahman	270 Littleton Road, #48, Chelmsford, MA 01824
Janette Gomez	270 Littleton Road, #48, Chelmsford, MA 01824
Israel Lebron	270 Littleton Road, #48, Chelmsford, MA 01824
Keisha Lee Lebron	270 Littleton Road, #48, Chelmsford, MA 01824
Alicia Mainville	270 Littleton Road, #49, Chelmsford, MA 01824
Joan Lineham	270 Littleton Road, #50, Chelmsford, MA 01824
AnnMarie Mangiasi	270 Littleton Road, #51, Chelmsford, MA 01824
Danielle Devito	270 Littleton Road, #51, Chelmsford, MA 01824
Kariana Mangiasi	270 Littleton Road, #51, Chelmsford, MA 01824
Kiana Mangiasi	270 Littleton Road, #51, Chelmsford, MA 01824
Kalise Hammock	270 Littleton Road, #51, Chelmsford, MA 01824
Linda Bregoli	270 Littleton Road, #52, Chelmsford, MA 01824
Richard Bregoli	270 Littleton Road, #52, Chelmsford, MA 01824
Jenna Bregoli	270 Littleton Road, #52, Chelmsford, MA 01824
Christopher Martell	270 Littleton Road, #53, Chelmsford, MA 01824
Colleen Caldwell	270 Littleton Road, #54, Chelmsford, MA 01824
Dave Crear	270 Littleton Road, #54, Chelmsford, MA 01824
Travis Crear	270 Littleton Road, #54, Chelmsford, MA 01824
Ronald Bennett	270 Littleton Road, #55, Chelmsford, MA 01824
Tracey Bennett	270 Littleton Road, #55, Chelmsford, MA 01824
Ryan Bennett	270 Littleton Road, #55, Chelmsford, MA 01824

Name	Address
Jon Parsons	270 Littleton Road, #56, Chelmsford, MA 01824
Ashley Parsons	270 Littleton Road, #56, Chelmsford, MA 01824
Chad Roy	270 Littleton Road, #57, Chelmsford, MA 01824
Tammy Robbins	270 Littleton Road, #57, Chelmsford, MA 01824
Michael Glidden	270 Littleton Road, #58, Chelmsford, MA 01824
Jennifer Glidden	270 Littleton Road, #58, Chelmsford, MA 01824
Stephen Glidden	270 Littleton Road, #58, Chelmsford, MA 01824
Denise Glidden	270 Littleton Road, #58, Chelmsford, MA 01824
Edgardo Bonano	270 Littleton Road, #59, Chelmsford, MA 01824
Maria Herrera	270 Littleton Road, #59, Chelmsford, MA 01824
Edgardo Bonano JR	270 Littleton Road, #59, Chelmsford, MA 01824
Michael Tassi	270 Littleton Road, #60, Chelmsford, MA 01824
Gail Tassi	270 Littleton Road, #60, Chelmsford, MA 01824
David Tassi	270 Littleton Road, #60, Chelmsford, MA 01824
Christine Robinson	270 Littleton Road, #61, Chelmsford, MA 01824
Linda Duhamel	270 Littleton Road, #62, Chelmsford, MA 01824
Ashley Duhamel	270 Littleton Road, #62, Chelmsford, MA 01824
Victor DeJesus	270 Littleton Road, #62, Chelmsford, MA 01824
Emilio Cespedes	270 Littleton Road, #62, Chelmsford, MA 01824
Cesar Cespedes	270 Littleton Road, #62, Chelmsford, MA 01824
Robert Pasquariella	270 Littleton Road, #63, Chelmsford, MA 01824
Hanna Pasquariella	270 Littleton Road, #63, Chelmsford, MA 01824
Karen Difabio	270 Littleton Road, #64, Chelmsford, MA 01824
David Vigeant	270 Littleton Road, #65, Chelmsford, MA 01824
Laura Hagerty	270 Littleton Road, #66, Chelmsford, MA 01824
Sarinya Tilley	270 Littleton Road, #67, Chelmsford, MA 01824
Amorn Tilley	270 Littleton Road, #67, Chelmsford, MA 01824
Susan Wanders	270 Littleton Road, #68, Chelmsford, MA 01824
Nicholas Wanders	270 Littleton Road, #68, Chelmsford, MA 01824
Taylor Campbell	270 Littleton Road, #68, Chelmsford, MA 01824
London Campbell	270 Littleton Road, #68, Chelmsford, MA 01824
Dennis Kuntzsch	270 Littleton Road, #69, Chelmsford, MA 01824
Beatrice Jacobsen	270 Littleton Road, #69, Chelmsford, MA 01824
Jane Bernier	270 Littleton Road, #70, Chelmsford, MA 01824
Allen Bernier	270 Littleton Road, #70, Chelmsford, MA 01824
George Kuzirian Jr.	270 Littleton Road, #71, Chelmsford, MA 01824
Patricia Catherine Pearson	270 Littleton Road, #71, Chelmsford, MA 01824
Somvang Laungkhot	270 Littleton Road, #72, Chelmsford, MA 01824
Khiam Lathsamy	270 Littleton Road, #72, Chelmsford, MA 01824
Andy Thammalangsy	270 Littleton Road, #72, Chelmsford, MA 01824
Marjorie Dishmon	270 Littleton Road, #73, Chelmsford, MA 01824
Alfred Valentine	270 Littleton Road, #74, Chelmsford, MA 01824
Melanie Valentine	270 Littleton Road, #74, Chelmsford, MA 01824
Richard Arnald	270 Littleton Road, #75, Chelmsford, MA 01824

Name	Address
Lorraine LaRoche	270 Littleton Road, #76, Chelmsford, MA 01824
Ron Rose	270 Littleton Road, #76, Chelmsford, MA 01824
Michelle LaRoche Canty	270 Littleton Road, #78, Chelmsford, MA 01824
Michelle LaRoche	270 Littleton Road, #78, Chelmsford, MA 01824
James Fallon	270 Littleton Road, #79, Chelmsford, MA 01824
Karen Fallon	270 Littleton Road, #79, Chelmsford, MA 01824
George Bowen	270 Littleton Road, #80, Chelmsford, MA 01824
Kim Bowen	270 Littleton Road, #80, Chelmsford, MA 01824
Jennifer Davis	270 Littleton Road, #81, Chelmsford, MA 01824
Benjamin Wolf	270 Littleton Road, #81, Chelmsford, MA 01824
Edward Carey	270 Littleton Road, #82, Chelmsford, MA 01824
Anita Carey	270 Littleton Road, #82, Chelmsford, MA 01824
Damian Carey	270 Littleton Road, #82, Chelmsford, MA 01824
Eva Carey	270 Littleton Road, #82, Chelmsford, MA 01824
Russell Hughes	270 Littleton Road, #83, Chelmsford, MA 01824
Amy Hughes	270 Littleton Road, #83, Chelmsford, MA 01824
Rebecka Hughes	270 Littleton Road, #83, Chelmsford, MA 01824
Marie Webb	270 Littleton Road, #84, Chelmsford, MA 01824
Tina Ricci	270 Littleton Road, #85, Chelmsford, MA 01824
George McKenzie	270 Littleton Road, #86, Chelmsford, MA 01824
John W Hardy	270 Littleton Road, #87, Chelmsford, MA 01824
Nancy Jo Hardy	270 Littleton Road, #87, Chelmsford, MA 01824
Jennifer Donlan	270 Littleton Road, #88, Chelmsford, MA 01824
Kathryn Donlan	270 Littleton Road, #88, Chelmsford, MA 01824
Judith Waterman	270 Littleton Road, #88, Chelmsford, MA 01824
Robert Waterman	270 Littleton Road, #88, Chelmsford, MA 01824
Kaylyn Fielding	270 Littleton Road, #88, Chelmsford, MA 01824
Crystal McCormack	270 Littleton Road, #90, Chelmsford, MA 01824
Joseph Lowery	270 Littleton Road, #90, Chelmsford, MA 01824
Lisa Conti	270 Littleton Road, #91, Chelmsford, MA 01824
Roger Bergeron	270 Littleton Road, #92, Chelmsford, MA 01824
Roger Bergeron	270 Littleton Road, #92, Chelmsford, MA 01824
Joan Bergeron	270 Littleton Road, #92, Chelmsford, MA 01824
Chris Olivolo	270 Littleton Road, #93, Chelmsford, MA 01824
Miss Fauzia Nakazibwe	270 Littleton Road, #93, Chelmsford, MA 01824
Susan Lorraine Jamer	270 Littleton Road, #94, Chelmsford, MA 01824
William Herman Jamer	270 Littleton Road, #94, Chelmsford, MA 01824
Susan Amarante	270 Littleton Road, #95, Chelmsford, MA 01824
Nicole Hynes	270 Littleton Road, #95, Chelmsford, MA 01824
Douglas Rogers	270 Littleton Road, #96, Chelmsford, MA 01824
Robin Dewhurst	270 Littleton Road, #96, Chelmsford, MA 01824
Linda L Greenbach	270 Littleton Road, #97, Chelmsford, MA 01824
Joshua D Cyker	270 Littleton Road, #97, Chelmsford, MA 01824
Jessica Marie Veazie	270 Littleton Road, #98, Chelmsford, MA 01824

Name	Address
Kyle Roland Seaborne	270 Littleton Road, #98, Chelmsford, MA 01824
Cindy Hunt	270 Littleton Road, #99, Chelmsford, MA 01824
Christian Cromier	270 Littleton Road, #99, Chelmsford, MA 01824
Dylan Cromier	270 Littleton Road, #99, Chelmsford, MA 01824
Kimberly LaCrosse	270 Littleton Road, #100, Chelmsford, MA 01824
Isabel Kousounadis	270 Littleton Road, #100, Chelmsford, MA 01824
Patricia Karagezian	270 Littleton Road, #101, Chelmsford, MA 01824
Lawrence Yearling	270 Littleton Road, #102, Chelmsford, MA 01824
Andrew Ells-O Brien Jr.	270 Littleton Road, #103, Chelmsford, MA 01824
Jill Ells-O'Brien	270 Littleton Road, #103, Chelmsford, MA 01824
Connie Latham	270 Littleton Road, #104, Chelmsford, MA 01824
Melissa Beals	270 Littleton Road, #105, Chelmsford, MA 01824
Angela Beals	270 Littleton Road, #105, Chelmsford, MA 01824
Mohammed Rashed	270 Littleton Road, #105, Chelmsford, MA 01824
Jay B Hennigan	270 Littleton Road, #106, Chelmsford, MA 01824
Caren E Hennigan	270 Littleton Road, #106, Chelmsford, MA 01824
Jay B Hennigan II	270 Littleton Road, #106, Chelmsford, MA 01824
Alicia L Hennigan	270 Littleton Road, #106, Chelmsford, MA 01824
Channa Vann	270 Littleton Road, #107, Chelmsford, MA 01824
Phoenu Vann	270 Littleton Road, #107, Chelmsford, MA 01824
Kim Nuth	270 Littleton Road, #107, Chelmsford, MA 01824
Amanda Ian	270 Littleton Road, #107, Chelmsford, MA 01824
Nev Noth	270 Littleton Road, #107, Chelmsford, MA 01824
Madeleine Lacasse	270 Littleton Road, #108, Chelmsford, MA 01824
Patrick Santoro	270 Littleton Road, #110, Chelmsford, MA 01824
Rebecca Santoro	270 Littleton Road, #110, Chelmsford, MA 01824
Russell Santoro	270 Littleton Road, #110, Chelmsford, MA 01824
Jennifer Haes	270 Littleton Road, #111, Chelmsford, MA 01824
IlKu Hwang	270 Littleton Road, #112, Chelmsford, MA 01824
Chong Hwang	270 Littleton Road, #112, Chelmsford, MA 01824
Toni Wolf	270 Littleton Road, #113, Chelmsford, MA 01824
Harry Wolf	270 Littleton Road, #113, Chelmsford, MA 01824
Kevin Goulart	270 Littleton Road, #113, Chelmsford, MA 01824
Joseph Goulart	270 Littleton Road, #113, Chelmsford, MA 01824
Nathan Wolf	270 Littleton Road, #113, Chelmsford, MA 01824
Gordon Scoffield	270 Littleton Road, #113, Chelmsford, MA 01824
Riley Wolf	270 Littleton Road, #113, Chelmsford, MA 01824
Lauren Patricia Fraser	270 Littleton Road, #114, Chelmsford, MA 01824
Maureen P Sharry	270 Littleton Road, #114, Chelmsford, MA 01824
Kathleen Leslie	270 Littleton Road, #115, Chelmsford, MA 01824
Hillary Trant	270 Littleton Road, #115, Chelmsford, MA 01824
James Donovan	270 Littleton Road, #115, Chelmsford, MA 01824
Cheryl J Anderson-Beecher	270 Littleton Road, #116, Chelmsford, MA 01824
Dylan P Beecher	270 Littleton Road, #116, Chelmsford, MA 01824

Name	Address
Kelsey E Murphy	270 Littleton Road, #116, Chelmsford, MA 01824
Jacqueline Small	270 Littleton Road, #117, Chelmsford, MA 01824
Sandra Small	270 Littleton Road, #117, Chelmsford, MA 01824
Leo Demers	270 Littleton Road, #118, Chelmsford, MA 01824
Ashley Demers	270 Littleton Road, #118, Chelmsford, MA 01824
Michael Lee	270 Littleton Road, #118, Chelmsford, MA 01824
Mikayla McCullen	270 Littleton Road, #118, Chelmsford, MA 01824
Jasmine Lee	270 Littleton Road, #118, Chelmsford, MA 01824
Patricia Parlee	270 Littleton Road, #119, Chelmsford, MA 01824
Frederick Parlee	270 Littleton Road, #119, Chelmsford, MA 01824
Kora Parlee Kerrigan	270 Littleton Road, #119, Chelmsford, MA 01824
Lilianna Parlee Kerrigan	270 Littleton Road, #119, Chelmsford, MA 01824
Veronica M Buono	270 Littleton Road, #120, Chelmsford, MA 01824
Stephen G Cannata	270 Littleton Road, #121, Chelmsford, MA 01824
Amanda Nicole Tramonte	270 Littleton Road, #121, Chelmsford, MA 01824
Taylor OBrien	270 Littleton Road, #122, Chelmsford, MA 01824
Evan J Ryan	270 Littleton Road, #122, Chelmsford, MA 01824
Richard Irons	270 Littleton Road, #123, Chelmsford, MA 01824
Debra Jenks	270 Littleton Road, #124, Chelmsford, MA 01824
Christina Jenks	270 Littleton Road, #124, Chelmsford, MA 01824
Wesley Selfridge	270 Littleton Road, #125, Chelmsford, MA 01824
Jean Selfridge	270 Littleton Road, #125, Chelmsford, MA 01824
John Selfridge	270 Littleton Road, #125, Chelmsford, MA 01824
Edward William Buckley	270 Littleton Road, #126, Chelmsford, MA 01824
Laura Lee Johnson	270 Littleton Road, #126, Chelmsford, MA 01824
Karen T Dunn	270 Littleton Road, #126, Chelmsford, MA 01824
Kathleen McMaster Balas	270 Littleton Road, #127, Chelmsford, MA 01824
Jacob Leo Rosson	270 Littleton Road, #128, Chelmsford, MA 01824
Harry Wolf	270 Littleton Road, #129, Chelmsford, MA 01824
Michael Danielson	270 Littleton Road, #130, Chelmsford, MA 01824
Marjorie Phylis Bedley	270 Littleton Road, #131, Chelmsford, MA 01824
John Francis Bennett Jr.	270 Littleton Road, #131, Chelmsford, MA 01824
Kerin M Horrigan	270 Littleton Road, #132, Chelmsford, MA 01824
Liam C Horrigan	270 Littleton Road, #132, Chelmsford, MA 01824
Crystal M Wellington	270 Littleton Road, #132, Chelmsford, MA 01824
Virginia Currie	270 Littleton Road, #133, Chelmsford, MA 01824
Al Jonathan Mason	270 Littleton Road, #133, Chelmsford, MA 01824
Kenneth Rogers	270 Littleton Road, #133, Chelmsford, MA 01824
Lori Webster	270 Littleton Road, #134, Chelmsford, MA 01824
Lori Bourque	270 Littleton Road, #134, Chelmsford, MA 01824
Dwayne Benoit	270 Littleton Road, #135, Chelmsford, MA 01824
Michael Perrotta	270 Littleton Road, #136, Chelmsford, MA 01824
Kathy Kilgour	270 Littleton Road, #136, Chelmsford, MA 01824
Laciana Sonee Smith	270 Littleton Road, #136, Chelmsford, MA 01824

Name	Address
Jonathan David Vaillant	270 Littleton Road, #136, Chelmsford, MA 01824
Bruce Allen Noble	270 Littleton Road, #137, Chelmsford, MA 01824
Robert McNeil	270 Littleton Road, #138, Chelmsford, MA 01824
Angela Dalesio	270 Littleton Road, #138, Chelmsford, MA 01824
Dorothy Mulligan	270 Littleton Road, #139, Chelmsford, MA 01824
Virginia Mitchell	270 Littleton Road, #140, Chelmsford, MA 01824
Denis Desrochers	270 Littleton Road, #141, Chelmsford, MA 01824
Therese Desrochers	270 Littleton Road, #141, Chelmsford, MA 01824
Rene Desrochers	270 Littleton Road, #141, Chelmsford, MA 01824
Edward Pietrantoni	270 Littleton Road, #142, Chelmsford, MA 01824
John Anthony	270 Littleton Road, #142, Chelmsford, MA 01824
Harry Nelson	270 Littleton Road, #142, Chelmsford, MA 01824
Elin Ray	270 Littleton Road, #143, Chelmsford, MA 01824
Elaine Soucier	270 Littleton Road, #144, Chelmsford, MA 01824
Elmer Dagoberto Contreras Duran	270 Littleton Road, #145, Chelmsford, MA 01824
Roxana Yesenia Mendez Ponce	270 Littleton Road, #145, Chelmsford, MA 01824
Liah Contrera Mendez	270 Littleton Road, #145, Chelmsford, MA 01824
Jacob Contrera Mendez	270 Littleton Road, #145, Chelmsford, MA 01824
David Berube	270 Littleton Road, #146, Chelmsford, MA 01824
James Charles Kostoulakos	270 Littleton Road, #147, Chelmsford, MA 01824
Gretchen Goldberg	270 Littleton Road, #148, Chelmsford, MA 01824
Sheldon Goldberg	270 Littleton Road, #148, Chelmsford, MA 01824
Robert Camacho	270 Littleton Road, #149, Chelmsford, MA 01824
Sandra Veinote	270 Littleton Road, #150, Chelmsford, MA 01824
Robert Veinote	270 Littleton Road, #150, Chelmsford, MA 01824
Adria G Lombardini	270 Littleton Road, #151, Chelmsford, MA 01824
Donna Marie Wood	270 Littleton Road, #151, Chelmsford, MA 01824
David Gregoire	270 Littleton Road, #152, Chelmsford, MA 01824
Alice Gregoire	270 Littleton Road, #152, Chelmsford, MA 01824
Kim Whitney	270 Littleton Road, #152, Chelmsford, MA 01824
Nathan Gregoir	270 Littleton Road, #152, Chelmsford, MA 01824
Shawn Gregoire	270 Littleton Road, #152, Chelmsford, MA 01824
Jodi Gregoire	270 Littleton Road, #152, Chelmsford, MA 01824
David Rojas	270 Littleton Road, #153, Chelmsford, MA 01824
Makayla Rojas	270 Littleton Road, #153, Chelmsford, MA 01824
Hailey Nash	270 Littleton Road, #153, Chelmsford, MA 01824
Gabriel Nash	270 Littleton Road, #153, Chelmsford, MA 01824
Alia Nash	270 Littleton Road, #153, Chelmsford, MA 01824
Christopher Luis Diaz	270 Littleton Road, #154, Chelmsford, MA 01824
Keith Howard Weston	270 Littleton Road, #155, Chelmsford, MA 01824
April A Weston	270 Littleton Road, #155, Chelmsford, MA 01824
Gayle J Weston	270 Littleton Road, #155, Chelmsford, MA 01824

Name	Address
Ry T Kim	270 Littleton Road, #156, Chelmsford, MA 01824
Frank Laves	270 Littleton Road, #157, Chelmsford, MA 01824
Rosa Laves	270 Littleton Road, #157, Chelmsford, MA 01824
Michael Smith	270 Littleton Road, #158, Chelmsford, MA 01824
Paulette Cerra	270 Littleton Road, #158, Chelmsford, MA 01824
Ralph Hosmer	270 Littleton Road, #159, Chelmsford, MA 01824
Susan Haley	270 Littleton Road, #161, Chelmsford, MA 01824
James Haley	270 Littleton Road, #161, Chelmsford, MA 01824
Frank Bottomley-see billing address	270 Littleton Road, #162, Chelmsford, MA 01824
Dorothy Goodman	270 Littleton Road, #163, Chelmsford, MA 01824
Donna Mahoney	270 Littleton Road, #164, Chelmsford, MA 01824
Diane MacDonald	270 Littleton Road, #165, Chelmsford, MA 01824
Luke Leroy MacDonald	270 Littleton Road, #165, Chelmsford, MA 01824
Jean Sullivan	270 Littleton Road, #166, Chelmsford, MA 01824
Patrick Lake	270 Littleton Road, #167, Chelmsford, MA 01824
Laurie Wojciechowski	270 Littleton Road, #167, Chelmsford, MA 01824
Leo Gregoire	270 Littleton Road, #168, Chelmsford, MA 01824
Brenda Gregoire	270 Littleton Road, #168, Chelmsford, MA 01824
Amanda Cadigan	270 Littleton Road, #169, Chelmsford, MA 01824
Steven Nobles	270 Littleton Road, #169, Chelmsford, MA 01824
Shane Nobles	270 Littleton Road, #169, Chelmsford, MA 01824
Sydney Nobles	270 Littleton Road, #169, Chelmsford, MA 01824
Ronald Costa	270 Littleton Road, #170, Chelmsford, MA 01824
Kyle Zachary Raymond	270 Littleton Road, #171, Chelmsford, MA 01824
Allison Rose Hill	270 Littleton Road, #171, Chelmsford, MA 01824
Daniel Robinson	270 Littleton Road, #172, Chelmsford, MA 01824
Cheryl Pica	270 Littleton Road, #172, Chelmsford, MA 01824
James Burgan	270 Littleton Road, #173, Chelmsford, MA 01824
Joan Burgan	270 Littleton Road, #173, Chelmsford, MA 01824
Erik Alba	270 Littleton Road, #173, Chelmsford, MA 01824
Steven Roger Bourret	270 Littleton Road, #174, Chelmsford, MA 01824
Judith Elizabeth Bourret	270 Littleton Road, #174, Chelmsford, MA 01824
Molly E Ortiz	270 Littleton Road, #174, Chelmsford, MA 01824
Rayne Ortiz	270 Littleton Road, #174, Chelmsford, MA 01824
Joi Ortiz	270 Littleton Road, #174, Chelmsford, MA 01824
Raeanne Elaine Dunning	270 Littleton Road, #176, Chelmsford, MA 01824
Destiny Rae Hunt	270 Littleton Road, #176, Chelmsford, MA 01824
Aliceia Brooks Hunt	270 Littleton Road, #176, Chelmsford, MA 01824
Jace Ryder Dunning	270 Littleton Road, #176, Chelmsford, MA 01824
Jacqueline DaCosta	270 Littleton Road, #177, Chelmsford, MA 01824
Hildeberto DaCosta	270 Littleton Road, #177, Chelmsford, MA 01824
Scott Smith	270 Littleton Road, #178, Chelmsford, MA 01824
Katelyn Graham	270 Littleton Road, #180, Chelmsford, MA 01824

Name	Address
Kristen Graham	270 Littleton Road, #180, Chelmsford, MA 01824
Jacob Graham	270 Littleton Road, #180, Chelmsford, MA 01824
Lisa Moore	270 Littleton Road, #181, Chelmsford, MA 01824
Kevin Moore	270 Littleton Road, #181, Chelmsford, MA 01824
Stacey McDonald	270 Littleton Road, #182, Chelmsford, MA 01824
Ashley McDonald	270 Littleton Road, #182, Chelmsford, MA 01824
Vanessa Dussault	270 Littleton Road, #182, Chelmsford, MA 01824
Carol Levine	270 Littleton Road, #183, Chelmsford, MA 01824
Doreen Morel	288 Littleton Road, #184, Chelmsford, MA 01824
Ryan Morel	288 Littleton Road, #184, Chelmsford, MA 01824
Gary Riley	288 Littleton Road, #185, Chelmsford, MA 01824
Regina Riley	288 Littleton Road, #185, Chelmsford, MA 01824
Udore Boudreau	288 Littleton Road, #186, Chelmsford, MA 01824
Robert King	288 Littleton Road, #187, Chelmsford, MA 01824
Joyce King	288 Littleton Road, #187, Chelmsford, MA 01824
Elizabeth King	288 Littleton Road, #187, Chelmsford, MA 01824
Sally Walters-Allen	288 Littleton Road, #188, Chelmsford, MA 01824
Jason Allen	288 Littleton Road, #188, Chelmsford, MA 01824
Susan Hayes	288 Littleton Road, #189, Chelmsford, MA 01824
George DeMasse Sr	288 Littleton Road, #189, Chelmsford, MA 01824
Harley DeMasse	288 Littleton Road, #189, Chelmsford, MA 01824
Susan Eckhardt	288 Littleton Road, #191, Chelmsford, MA 01824
Candace N Tiano	288 Littleton Road, #192, Chelmsford, MA 01824
Marina R Tiano	288 Littleton Road, #192, Chelmsford, MA 01824
Dorothy Dikmak	288 Littleton Road, #193, Chelmsford, MA 01824
Melissa Rahi	288 Littleton Road, #194, Chelmsford, MA 01824
Mark Rahi	288 Littleton Road, #194, Chelmsford, MA 01824
Mario Rahi	288 Littleton Road, #194, Chelmsford, MA 01824
Kevin McMullin	288 Littleton Road, #195, Chelmsford, MA 01824
Rosemary McMullin	288 Littleton Road, #195, Chelmsford, MA 01824
Andrew Bamford	288 Littleton Road, #196, Chelmsford, MA 01824
Michelle Lane-Bamford	288 Littleton Road, #196, Chelmsford, MA 01824
Stephen Lane	288 Littleton Road, #196, Chelmsford, MA 01824
Kristin Graham	288 Littleton Road, #197, Chelmsford, MA 01824
Dave Rojas	288 Littleton Road, #197, Chelmsford, MA 01824
Vernon Scott Dailey	288 Littleton Road, #197, Chelmsford, MA 01824
Christine Marsh	288 Littleton Road, #198, Chelmsford, MA 01824
Kathleen Marsh	288 Littleton Road, #198, Chelmsford, MA 01824
Lori Jean Berg	288 Littleton Road, #199, Chelmsford, MA 01824
Mark Anthony Berg	288 Littleton Road, #199, Chelmsford, MA 01824
Steven DePierro	288 Littleton Road, #200, Chelmsford, MA 01824
David Watson	288 Littleton Road, #201, Chelmsford, MA 01824
Clare Watson	288 Littleton Road, #201, Chelmsford, MA 01824
Trent Watson	288 Littleton Road, #201, Chelmsford, MA 01824

Name	Address
Theresa Andres	288 Littleton Road, #202, Chelmsford, MA 01824
Thomas Andres	288 Littleton Road, #202, Chelmsford, MA 01824
John Andres	288 Littleton Road, #202, Chelmsford, MA 01824
LeeAnn Andres	288 Littleton Road, #202, Chelmsford, MA 01824
Robert Pacheco	288 Littleton Road, #203, Chelmsford, MA 01824
David Fredericks	288 Littleton Road, #203, Chelmsford, MA 01824
Gail Meyer	288 Littleton Road, #204, Chelmsford, MA 01824
Michael Meyer	288 Littleton Road, #204, Chelmsford, MA 01824
Patrick Marsh	288 Littleton Road, #205, Chelmsford, MA 01824
Aaron Marsh	288 Littleton Road, #205, Chelmsford, MA 01824
Mary Edwards	288 Littleton Road, #206, Chelmsford, MA 01824
Michael O Brien	288 Littleton Road, #206, Chelmsford, MA 01824
Elmer Enos	288 Littleton Road, #206, Chelmsford, MA 01824
James Marr	288 Littleton Road, #207, Chelmsford, MA 01824
Julie Nutter	288 Littleton Road, #207, Chelmsford, MA 01824
Judy Marr	288 Littleton Road, #207, Chelmsford, MA 01824
James III Marr	288 Littleton Road, #207, Chelmsford, MA 01824
Clayton J Wentzell Jr.	288 Littleton Road, #208, Chelmsford, MA 01824
Diane M Wentzell	288 Littleton Road, #208, Chelmsford, MA 01824
Cameron Lewis Gilbert	288 Littleton Road, #208, Chelmsford, MA 01824
Beck Chen	288 Littleton Road, #209, Chelmsford, MA 01824
Julie Chai	288 Littleton Road, #209, Chelmsford, MA 01824
Carol Powers	288 Littleton Road, #210, Chelmsford, MA 01824
Teresa Robertson	288 Littleton Road, #211, Chelmsford, MA 01824
Pearl Younker	288 Littleton Road, #212, Chelmsford, MA 01824
Christian Younker	288 Littleton Road, #212, Chelmsford, MA 01824
Nancy Considine	288 Littleton Road, #214, Chelmsford, MA 01824
Salina Matranga	288 Littleton Road, #214, Chelmsford, MA 01824
Sean Ellwood	288 Littleton Road, #214, Chelmsford, MA 01824
John Mahoney	288 Littleton Road, #215, Chelmsford, MA 01824
Robert King	288 Littleton Road, #216, Chelmsford, MA 01824
Jennifer Nelson	288 Littleton Road, #216, Chelmsford, MA 01824
Thomas Nelson	288 Littleton Road, #216, Chelmsford, MA 01824
Aiden Nelson	288 Littleton Road, #216, Chelmsford, MA 01824
Kaleb Nelson	288 Littleton Road, #216, Chelmsford, MA 01824
Madison Nelson	288 Littleton Road, #216, Chelmsford, MA 01824
Richard Auger	288 Littleton Road, #217, Chelmsford, MA 01824
Erick Loreto	288 Littleton Road, #218, Chelmsford, MA 01824
Robert Everett	288 Littleton Road, #219, Chelmsford, MA 01824
Maryann Taylor	288 Littleton Road, #219, Chelmsford, MA 01824
Danielle Sandwell	288 Littleton Road, #220, Chelmsford, MA 01824
Joseph Gallant	288 Littleton Road, #220, Chelmsford, MA 01824
Austin Grant	288 Littleton Road, #220, Chelmsford, MA 01824
Dana Grant	288 Littleton Road, #220, Chelmsford, MA 01824

Name	Address
Robert Hiltz	288 Littleton Road, #220, Chelmsford, MA 01824
Norman Baldwin	288 Littleton Road, #221, Chelmsford, MA 01824
Mariah Littlefield-child	288 Littleton Road, #221, Chelmsford, MA 01824
Mary Jane Littlefield	288 Littleton Road, #221, Chelmsford, MA 01824
Cheyenne Littlefield-child	288 Littleton Road, #221, Chelmsford, MA 01824
Gudin Barrios	288 Littleton Road, #222, Chelmsford, MA 01824
Celia Duran	288 Littleton Road, #222, Chelmsford, MA 01824
Silvia Nunez Duran	288 Littleton Road, #222, Chelmsford, MA 01824
Natalie Barrios Nunez	288 Littleton Road, #222, Chelmsford, MA 01824
Jaziel Barrios Nunez	288 Littleton Road, #222, Chelmsford, MA 01824
Maaroufy Karroumi	288 Littleton Road, #223, Chelmsford, MA 01824
Khalid Karroumi	288 Littleton Road, #223, Chelmsford, MA 01824
Sara Karroumi	288 Littleton Road, #223, Chelmsford, MA 01824
Yasser Karroumi	288 Littleton Road, #223, Chelmsford, MA 01824
Steven Makris	288 Littleton Road, #224, Chelmsford, MA 01824
James Marr Jr	288 Littleton Road, #224, Chelmsford, MA 01824
Judith Marr	288 Littleton Road, #224, Chelmsford, MA 01824
Nancy Long	288 Littleton Road, #225, Chelmsford, MA 01824
Adam Long	288 Littleton Road, #225, Chelmsford, MA 01824
Cindy Tessier	288 Littleton Road, #226, Chelmsford, MA 01824
Michael Tessier	288 Littleton Road, #226, Chelmsford, MA 01824
Katherine Arnald	288 Littleton Road, #227, Chelmsford, MA 01824
Sarah Karpinski	288 Littleton Road, #227, Chelmsford, MA 01824
Venus Soukaras	288 Littleton Road, #228, Chelmsford, MA 01824
Earl R Taylor	288 Littleton Road, #228, Chelmsford, MA 01824
Charlotte Young	288 Littleton Road, #229, Chelmsford, MA 01824
David Surprenant	288 Littleton Road, #229, Chelmsford, MA 01824
George Brown	288 Littleton Road, #230, Chelmsford, MA 01824
Debera Brown	288 Littleton Road, #230, Chelmsford, MA 01824
William Roper	288 Littleton Road, #231, Chelmsford, MA 01824
Michelle Evans	288 Littleton Road, #232, Chelmsford, MA 01824
Keegan Evans	288 Littleton Road, #232, Chelmsford, MA 01824
Karen Sizer	288 Littleton Road, #233, Chelmsford, MA 01824
Lisabet Sizer	288 Littleton Road, #233, Chelmsford, MA 01824
Alissa King	288 Littleton Road, #233, Chelmsford, MA 01824
James Burns	288 Littleton Road, #234, Chelmsford, MA 01824
Wynnie Burns	288 Littleton Road, #234, Chelmsford, MA 01824
Stephen Behrle	288 Littleton Road, #235, Chelmsford, MA 01824
Claire Behrle	288 Littleton Road, #235, Chelmsford, MA 01824
Kristen Daher-Ewing	288 Littleton Road, #235, Chelmsford, MA 01824
Charled Washington	288 Littleton Road, #235, Chelmsford, MA 01824
David DeFreitas	288 Littleton Road, #236, Chelmsford, MA 01824
Sean Murphy	288 Littleton Road, #236, Chelmsford, MA 01824
David Burrell	288 Littleton Road, #237, Chelmsford, MA 01824

Name	Address
Lucy Gioioso	288 Littleton Road, #237, Chelmsford, MA 01824
Mark StAmand	288 Littleton Road, #238, Chelmsford, MA 01824
Kara A Smith	288 Littleton Road, #239, Chelmsford, MA 01824
Kaitlyn C Smith	288 Littleton Road, #239, Chelmsford, MA 01824
Elaine Brown	288 Littleton Road, #240, Chelmsford, MA 01824
Elaine Brown	288 Littleton Road, #240, Chelmsford, MA 01824
Francis Radgowski	288 Littleton Road, #241, Chelmsford, MA 01824
Ian Mwangi	288 Littleton Road, #241, Chelmsford, MA 01824
Jorge Santos Carballo	288 Littleton Road, #242, Chelmsford, MA 01824
Douglas Arevalo-Castro	288 Littleton Road, #242, Chelmsford, MA 01824
Claudia Arevalo	288 Littleton Road, #242, Chelmsford, MA 01824
Linda Fells	288 Littleton Road, #243, Chelmsford, MA 01824
Linda Fells	288 Littleton Road, #243, Chelmsford, MA 01824
Michele Fernandes-Castro	288 Littleton Road, #244, Chelmsford, MA 01824
Matthew Picolotto	288 Littleton Road, #244, Chelmsford, MA 01824
Jonathan Picolotto	288 Littleton Road, #244, Chelmsford, MA 01824
Giovel Picolotto	288 Littleton Road, #244, Chelmsford, MA 01824
Isabella Picolotto	288 Littleton Road, #244, Chelmsford, MA 01824
Dennis Hervieux	288 Littleton Road, #245, Chelmsford, MA 01824
Carol Hervieux	288 Littleton Road, #245, Chelmsford, MA 01824
Kathleen O Connor	288 Littleton Road, #246, Chelmsford, MA 01824
Lorelei Jaquay	288 Littleton Road, #246, Chelmsford, MA 01824
Patrick Lewis	288 Littleton Road, #246, Chelmsford, MA 01824
Cheryl A Didion-Rose	288 Littleton Road, #247, Chelmsford, MA 01824
Nicole B Rose	288 Littleton Road, #247, Chelmsford, MA 01824
Jade C Candales	288 Littleton Road, #247, Chelmsford, MA 01824
Donald MacMillan	288 Littleton Road, #248, Chelmsford, MA 01824
Donald MacMillan	288 Littleton Road, #248, Chelmsford, MA 01824
James Tribou	288 Littleton Road, #249, Chelmsford, MA 01824
Doris Tribou	288 Littleton Road, #249, Chelmsford, MA 01824
Jarred Bovardi	288 Littleton Road, #250, Chelmsford, MA 01824
Leeanne Bovardi	288 Littleton Road, #250, Chelmsford, MA 01824
Kelley Leblanc	288 Littleton Road, #250, Chelmsford, MA 01824
Rosangela De Andrade Scherrer	288 Littleton Road, #251, Chelmsford, MA 01824
Keely Marriott	288 Littleton Road, #252, Chelmsford, MA 01824
Brayden Marriott	288 Littleton Road, #252, Chelmsford, MA 01824
Connor Marriott	288 Littleton Road, #252, Chelmsford, MA 01824
Monica Helen Larson	288 Littleton Road, #253, Chelmsford, MA 01824
Judi Lynne Gleissner	288 Littleton Road, #253, Chelmsford, MA 01824
Paula Faria	288 Littleton Road, #254, Chelmsford, MA 01824
Kevin R McConnell	288 Littleton Road, #254, Chelmsford, MA 01824