

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

SUPERIOR COURT
DOCKET NO. 1977CV00257

CELINET SANCHEZ and WILSON FIGUEROA,
on behalf of themselves and all others similarly situated,

Plaintiffs,

vs

JH ONE PROPERTIES LLC, and
KCMP CAPITAL INC., as Trustee of the
501 WASHINGTON STREET LYNN
NOMINEE TRUST,

Defendants.

~~(PROPOSED)~~ FINAL ORDER
APPROVING CLASS ACTION SETTLEMENT AND NOTICE

Plaintiffs Celinet Sanchez and Wilson Figueroa (together, "Plaintiffs"), through counsel, have submitted to the Court an Assented-To Motion for Final Approval of Class Certification and Settlement (the "Motion"). The Motion seeks final class certification, approval of the parties' class settlement agreement, approval of class counsel's request for attorneys' fees, and approval of the incentive awards.

On March 14, 2024, this Court preliminarily approved the settlement agreement as fair and reasonable, preliminarily certified a class, approved the issuance of class notice, and scheduled a hearing on final approval for June 20, 2024 (the "Preliminary Approval Order").

Notice was sent to the class members pursuant to the terms of the Preliminary Approval Order. This Court has reviewed the Motion, and the exhibits thereto, including the settlement agreement. This Court has also reviewed all memoranda, arguments, and papers submitted by all interested parties. The Court held a hearing on June 20, 2024, at which time the parties and all

other interested persons were heard concerning the proposed settlement agreement. Based on the papers filed with the Court and the presentations made to the Court by the parties and by other interested persons at the hearing, it appears to the Court that the settlement agreement is fair, adequate, and reasonable pursuant to Mass. R. Civ. P. 23. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The settlement agreement and the settlement contained therein are approved as fair, reasonable, and adequate. The Court hereby certifies a class defined as: all current and former residential tenants at the following buildings owned or managed by the Defendants for whom Defendants' records show paid a security deposit and whose deposit was held during between February 20, 2015 and May 31, 2023:

1. 1-4 Brightwood Terrace Lynn, MA 01902
2. 102-104 Pleasant Street Gloucester, MA 01930
3. 129 South Elm Street Haverhill, MA 01835
4. 132-138 South Common Street & 1-4 Fosdick Terrace, Lynn, MA 01905
5. 166 Winter Street Haverhill, MA 01830
6. 22 Shepherd Street Gloucester, MA 01930
7. 26 Arch Street Haverhill, MA 01832
8. 28-43 Barrett Street Lynn, MA 01905
9. 286 South Main Street Haverhill, MA 01835
10. 31 Bartlett Street Haverhill, MA 01832
11. 36 Surfside Road Lynn, MA 01901
12. 4-10 Warren Street Haverhill, MA 01830
13. 42 Vine Street Lynn, MA 01905
14. 50 Taylor Street Gloucester, MA 01930

15. 501 Washington Street Lynn, MA 01901
16. 57-59 Arch Street Haverhill, MA 01832
17. 6-8 Summit Street Gloucester, MA 01930
18. 604 Essex Street Lynn, MA 01901
19. 65 Mason Street Salem, MA 01970
20. 66-68 Pilling Street Haverhill, MA 01832
21. 79-81 North Common Street & 1-12 North Common Terrace, Lynn, MA 01905
22. 9-30 Surfside Road Lynn, MA 01901
23. 136-148 Liberty Street, Lynn, MA 01901

For the avoidance of any doubt, the class members include only those whose names appear on the spreadsheet attached to the settlement agreement as Exhibit A.

2. In so doing, the Court finds that the class satisfies the prerequisites for class action treatment under Mass. R. Civ. P. 23.

3. The Court has jurisdiction over the subject matter of this litigation and over all parties to this action, including the class.

4. The Court has determined that the notice given to the class fully and accurately informed the class of all material elements of the proposed settlement, their right to object, and constituted valid, due, and sufficient notice.

5. The Court confirms as final its appointment of Plaintiffs Celinet Sanchez and Wilson Figueroa as the representatives of the class.

6. The Court confirms as final its appointment of Josh Gardner, Edward Rice, and Christopher Saccardi as class counsel.

7. The Court grants final approval to the settlement of this action in accordance with the terms of the settlement agreement and finds that the settlement is fair, reasonable, and adequate in all respects.

8. The Court orders the parties to the settlement agreement to perform their obligations thereunder including, but not limited to, Defendants' payment in accordance with the terms of the settlement agreement.

9. The Court dismisses this action, and all claims and causes of action asserted therein, on the merits and with prejudice, as to all members of the class. This dismissal is without costs to any party, except as specifically provided in the settlement agreement.

10. The Court hereby adjudges and decrees that the Plaintiffs and all members of the class have released and discharged the Defendants and all of the released parties from any and all released claims to the extent provided in the settlement agreement.

11. Without affecting the finality of this Order in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the settlement agreement pursuant to further orders of the Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (b) any other action necessary to conclude this settlement and to implement the settlement agreement; and (c) the enforcement, construction, and interpretation of the settlement agreement.

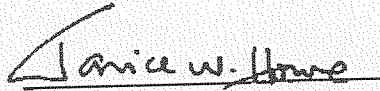
12. The Court approves payment to class counsel for attorneys' fees and costs in the amount of 33.33% of the gross settlement amount. The settlement administrator shall make this payment as provided in the settlement agreement.

13. The Court approves the incentive payments in the amount of \$5,000 to each of the class representatives.

14. The Court approves Lynn United for Change and the Massachusetts IOLTA Committee as the *cypres* recipients of any residual funds resulting from the settlement, and orders the settlement administrator to tender payment of any residual funds to Lynn United for Change and the Massachusetts IOLTA Committee in accordance with the terms of the settlement agreement.

15. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by Defendants. This final approval of the settlement agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Defendants or the class.

IT IS SO ORDERED.


Justice, Superior Court

Dated: Sept. 24, 2024

A TRUE COPY, ATTEST


DEPUTY ASST. CLERK