

NOTIFY

16

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

Notice Sent (6)

3/11/24

(MH)

SUPERIOR COURT
No. SUCV2019-00670-BLS1

ZHUOER LI and YELISEI MURAUSKI
on behalf of themselves and all others
similarly situated,
Plaintiff
v.

KA FAI MANAGEMENT INC.
Defendant

as well as a Supplemental
Memorandum in Support of Final
Approval for Class Certification
Pursuant to c. 93A (the "Supplemental
Memo").

~~PROPOSED~~ FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

Plaintiffs Zhuoer Li and Yelisei Murauski (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 November 2, 2023, 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 February 13, 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 February 21 and 27, 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 Court certifies the following class pursuant to Mass. R. Civ. P. 23: "All current and former residential tenants at the following buildings owned or managed by the Defendant that Defendant's records show paid a security deposit and whose deposit was held between February 27, 2014 and May 31, 2023:

- 1) 17 Highgate Street in Allston, Massachusetts; Units 1-10
- 2) 54 Egmont Street, Brookline, Massachusetts; Unit 4
- 3) 68 Egmont Street, Brookline, Massachusetts; Units 1, 2, 5, and 6
- 4) 72 Egmont Street, Brookline, Massachusetts; Units 1, 2, and 6
- 5) 74 Egmont Street, Brookline, Massachusetts; Unit 1
- 6) 76 Egmont Street, Brookline, Massachusetts; Units 1A, 1B, and 3-6
- 7) 328 St. Paul Street, Brookline, Massachusetts; Units 3 and 4
- 8) 330 St. Paul Street, Brookline, Massachusetts; Units 3 and 4
- 9) 37 Village Drive, Quincy, Massachusetts
- 10) 38 Hooker Street, Allston, Massachusetts
- 11) 40 Hooker Street, Allston, Massachusetts
- 12) 15 N. Beacon Street, Allston, Massachusetts; Units 224, 319, 424, 602, 611, 702, 703, 705, 711, and 802
- 13) 85 Brainerd Road, Allston, Massachusetts; Units 416 and TH6
- 14) 10 Strathmore Road, #B, Brookline, Massachusetts; Units B, and 1-3
- 15) 319 Allston Street, Brighton, Massachusetts.

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 and Massachusetts General Laws Chapter 93A.

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 Zhuoer Li and Yelisei Murauski 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 as clarified in Section 1(c) of the Supplemental Memo 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, Defendant's 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 Defendant 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 the Massachusetts IOLTA Committee as the *cy pres* recipient of any residual funds resulting from the settlement, and orders the settlement administrator to tender payment of any residual to 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 Defendant. 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 Defendant or the class.

IT IS SO ORDERED.


(KRUPP, J.)

Dated: Feb. 27, 2024 Justice, Superior Court

2/27/24 After hearing, without objection, and as explained in Plaintiff's Supplemental Memorandum (Docket #14), allowed. See Final Order Approving Class Action Settlement of same date. *Pls Bly*

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**PLAINTIFFS' ASSENTED-TO MOTION
FOR FINAL APPROVAL OF CLASS CERTIFICATION AND SETTLEMENT**

With the assent of Defendant, Plaintiffs Zhuoer Li and Yelesei Murauski request that the Court's preliminary certification of the class, and of the settlement, be finalized.

On November 2, 2023, this Court (Kazanjan, J.) preliminarily approved the settlement as fair and reasonable; preliminarily certified the class; approved the issuance of notice to the class; and scheduled a final approval hearing.

The notice process has been a resounding success. Nearly all class members are believed to have received notice, and no objections have been filed. Accordingly, Plaintiffs ask that the preliminary order be finalized.

As outlined in the accompanying Memorandum in Support of Plaintiffs' Assented-To Motion for Final Approval of Class Certification and Settlement, the parties reached a settlement of \$362,500. The Defendant maintains it has already returned all improperly held security deposits. It is expected that class members will receive an additional 135% of their improperly withheld security deposits. Defendant has also agreed to cease including certain provisions in its