

Fountainhead Apartments, and currently owned by FPA and now known as Arrive Westborough (the “**Property**”);

WHEREAS, the Complaint alleges legal claims against Northland and FPA concerning (i) the handling of tenant security deposits at the start of, during, and at the end of tenancies at the Property (the “**Security Deposit Claims**”), and (ii) the billing of tenants for submetered water and sewer utilities at the Property (the “**Submetering Claims**”);

WHEREAS, the Submetering Claims assert that Defendants did not comply with the requirements of G.L. c. 186, § 22 in calculating the amounts to charge tenants for water and sewer utilities and in billing tenants for water and sewer utilities;

WHEREAS, Plaintiffs assert their claims in the Action on behalf of themselves and a putative class of similarly situated tenants at the Property;

WHEREAS, Defendants deny and have vigorously contested Plaintiffs’ allegations;

WHEREAS, after highly-contested litigation of the Parties’ claims and defenses in the Action, the Parties have agreed to settle and resolve, as detailed herein, all claims advanced in the Action on behalf of Plaintiffs and a class of all persons who at any time between February 10, 2015 and April 18, 2023 (the “**Class Period**”) were tenants at the Property (all such persons to be, collectively, the “**Class**,” and each person who is included within the Class to be, individually, a “**Class Member**”);

WHEREAS, based upon their investigation and the pretrial discovery and motion practice in the Action, counsel for Plaintiffs, as well as Plaintiffs, have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate as to Plaintiffs and the Class, and in the best interests of Plaintiffs and the Class, after considering (1) the substantial benefits that Plaintiffs and the Class Members will receive from settlement of the Action, (2) the attendant risks of continued litigation and the uncertainty of the outcome of the Action, and (3) the desirability of permitting a settlement to be consummated as provided by the terms of this Settlement Agreement;

WHEREAS, as part of the settlement, FPA has agreed to dismiss with prejudice the individual counterclaims it asserted in the Action against Xue Chen; and

WHEREAS, Defendants have at all times denied, and continue to deny, all allegations whatsoever of any wrongdoing, negligence, fault, or liability, and assert that their actions have been lawful and proper in all respects and in compliance with all applicable legal duties, but in order to avoid the uncertainties, risks and expense of further litigation, Defendants have agreed to settle and terminate all existing or potential claims against them pursuant to the terms and provisions of this Settlement Agreement; provided, however, that in agreeing to settle this Action, Defendants in no way acknowledge or admit any wrongdoing, negligence, fault or liability to the Plaintiffs or Class Members, and no inference of any such liability is to be drawn from the participation in this settlement by Defendants, which have raised a number of specific defenses to the claims asserted in the Action and assert their intention, absent a settlement, to continue to oppose certification of the Class, and otherwise to continue with a vigorous defense and proceed to further litigation of this Action;

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and among the Parties, through their respective attorneys, subject to approval of the Court pursuant to Mass. R. Civ. P. 23(c) and G.L. c. 93A, § 9(2), that in consideration of the benefits flowing to the Parties, all **Settled Class Claims** as against all **Defendants' Released Parties**, and all **Settled Defendant Claims** as against all **Plaintiffs' Released Parties** (as each of those terms are defined below), shall be compromised, settled, released and dismissed with prejudice, upon and subject to the terms and conditions stated below (collectively hereinafter referred to as the "**Settlement**").

Definitions

1. **Definitions.** As used in this Settlement Agreement, capitalized terms will have the meanings set forth below in Appendix 1.

Common Fund Payments and Other Settlement Consideration

2. **Common Fund:** In consideration for the Settlement of the Action on the terms and conditions set forth in this Settlement Agreement, Defendants agree to pay, when and as specified in Paragraph 15 below, cash payments with total value of One Million Two Hundred Forty-Five Thousand Dollars (\$1,245,000.00) (the "**Common Fund**"), which amount shall constitute full and complete payment of all amounts payable to the Class and to Plaintiffs (including any amounts that the Court may award to compensate Plaintiffs for service as Class representatives), and all amounts that the Court may award to **Class Counsel** (as that term is defined in Paragraph 10(a) below) for reasonable attorneys' fees and expenses payable under Mass. R. Civ. P. 23(c) and G.L. c. 93A, § 9(4). Defendants' respective Common Fund payment obligations shall be as follows:

(a) **Northland payment obligation.** Northland shall pay Six Hundred Forty-Five Thousand Dollars (\$645,000) (the "**Northland Payment**").

(b) **FPA payment obligation.** FPA shall pay Six Hundred Thousand Dollars (\$600,000) (the "**FPA Payment**").

3. **Credit reporting and collections:** Within ten (10) business days of the **Effective Date** of the Settlement (as defined in Paragraph 14 below), Defendants will instruct any consumer reporting agencies to which they have reported Plaintiffs' accounts to delete any and all account trade lines associated with their tenancies and furnish a copy of said instruction(s) to Class Counsel. In addition, upon the execution of this Settlement Agreement Defendants will cease or cause to cease any and all collection activities on Plaintiffs' accounts arising from their tenancies at the Property.

Notice, Objections, and Settlement Approval

4. **Preliminary approval proceedings.** Promptly after execution of this Settlement Agreement, Class Counsel (as defined in Paragraph 10(a) below) will submit this Settlement Agreement together with its Exhibits to the Court, and will file an assented-to motion seeking entry of an order substantially in the form attached hereto as Exhibit A (the "**Preliminary Approval Order**"), requesting, among other things:

(a) Preliminary approval of the Settlement;

- (b) Approval of **Notice** in the form attached hereto as Exhibit B;
- (c) Approval of a **Summary Notice** in the form attached hereto as Exhibits C-1, C-2, and C-3;
- (d) Establishment of (1) a deadline for the Settlement Administrator to deliver Notice to Class Members; and (2) the date (the “**Final Approval Hearing Date**”) on which to conduct a hearing (the “**Final Approval Hearing**”) to determine whether to grant final approval to the Settlement and other related matters pursuant to Mass. R. Civ. P. 23 and G.L. c. 93A, § 9(2);
- (e) Establishment of a deadline for Class Members to object to the Settlement (“**Objection Deadline**”), which shall be no later than thirty (30) days before the Final Approval Hearing Date; and
- (f) Appointment of the **Settlement Administrator**.

Subject to the Parties’ termination rights as set forth in Paragraph 22 below, the Parties agree to make prompt, reasonable, and good faith efforts to address any concerns raised by the Court with respect to any provision of the Settlement Agreement and/or any language of the Preliminary Approval Order that do not materially alter the terms of the Settlement as agreed to in this Settlement Agreement and, if such efforts are successful, to file such amended and/or supplemental documents as may be necessary to satisfy the Court’s concern(s).

5. **Identification of Class Members and potential claim amounts.**

(a) **Treatment of claims for units leased by multiple adult Class Members.** Plaintiffs acknowledge that they, like other Class Members, were tenants in apartments at the Property occupied by multiple adult tenants, each of whom were listed as tenants and signed the leases for their apartments and are Class Members for purposes of this Settlement. Insofar as Defendants keep security deposit and submetered utility payment records by unit based on the tenant who made the associated payment, it is not feasible to allocate settlement payments to Class Members who did not make payments directly to Defendants. Accordingly, payments on behalf of Class Members under this Settlement shall be determined by payment records for the apartment, and not broken down by all Class Members who live in the apartment. For each apartment occupied by a Class Member, settlement payments will be made only to those Class Members who are shown in Defendants’ records as having made payments to Defendants for the security deposit and/or submetered water and sewer charges for that apartment (each such Class Member to be referred to as a “**Primary Tenant**”). For avoidance of doubt, even if some or all of the security deposit for a unit was repaid at lease end to a Class Member other than the Primary Tenant, the Class Member who initially paid the security deposit will still be the Primary Tenant. All amounts payable to or on behalf of Class Members under this Settlement will be paid to the Primary Tenants. To the extent that Class Members other than the Primary Tenants assert entitlement to any portion of any amounts paid under this Settlement, it shall be the Primary Tenants’ responsibility to address such payments. Defendants shall not be responsible for any failure by the Primary Tenants to respond to or

satisfy claims that other Class Members may assert as to amounts distributed to the Primary Tenants.

(b) **Tenant information.** Prior to the execution of this Agreement, Defendants have each provided the following information to Class Counsel, attested to under the pains and penalties of perjury, with respect to each apartment leased by a Class Member during the Class Period:

(1) The names of each Class Member who lived at the Property during the Class Period;

(2) Designation of the Class Members who are Primary Tenants;

(3) To the extent available in Defendants' records, each Class Member's last known mailing address, email address, and telephone number or numbers;

(4) The amount (if any) withheld from any security deposit paid by a Primary Tenant for alleged damages to the Primary Tenant's unit; and

(5) The amount (if any) paid by a Primary Tenant for submetered water and sewer utilities provided to the Class Member's unit.

The information to be provided pursuant to sub-paragraphs (b)(1)-(5) will be referred to as the "**Tenant Information.**"

(c) **Information provided by Northland.** Northland will provide Tenant Information, attested to under the pains and penalties of perjury, for all apartments occupied by Class Members who were tenants at the Property on or after February 10, 2015 through and until June 2, 2019 (the "**Northland Tenant Information**").

(d) **Information provided by FPA.** FPA will provide Tenant Information, attested to under the pains and penalties of perjury, for all apartments occupied by Class Members who were tenants at the Property on or after June 3, 2019 (the "**FPA Tenant Information**").

6. **Allocation of the Common Fund to fees, awards, and Class Member payments.**

(a) **Attorneys' fees and expenses.** Based on the respective payment obligations of Defendants, any attorneys' fees and expenses to be awarded by the Court pursuant to Paragraph 10(d) below shall be allocated as follows:

(1) Fifty-one and eight tenths percent (51.8%) of the amount awarded shall be paid from and assessed against the Northland Payment, and

(2) Forty-eight and two tenths percent (48.2%) shall be paid from and assessed against the FPA Payment.

(b) **Service awards.** Because all three Plaintiffs asserted claims against Northland, but only Chen asserted claims against FPA, was a tenant of both Northland and FPA, but the Tripathis were only tenants of Northland, any service awards approved by the Court pursuant to Paragraph 10(e) below shall be allocated as follows:

(1) Seventy-five percent (75.0%) of the amount awarded shall be paid from and assessed against the Northland Payment, and

(2) Twenty-five percent (25.0%) shall be paid from and assessed against the FPA Payment.

(c) **Class Member payments.**

(1) **Payments to Northland tenants.** The net balance of the Northland Payment remaining after payment of Court-approved attorneys' fees and expenses and service awards as specified in Paragraphs 6(a) and (b) above (such balance to be the "**Northland Tenant Pool**") shall be allocated as follows:

(A) The sum of Two Hundred Fifty-Three Thousand Four Hundred Fifty-Nine Dollars and Forty-Six Cents (\$253,459.46) which is approximately fifty-eight and forty-seven hundredths' percent (58.47%) of the Northland Tenant Pool shall be paid pro-rata to Class Members whose security deposits were withheld in full or in part by Northland for alleged damages to their units. Based on the amounts Plaintiffs are requesting for legal fees, expenses, and service awards, this is expected to result in each such Class Member receiving a distribution equal to approximately ninety percent (90%) of the amount Northland withheld from that Class Member.

(B) The sum of One Hundred Seventy-Nine Thousand Eight Hundred Eighty-Two Dollars and Ninety Cents (\$179,882.90) which is approximately forty-one and fifty-three hundredths' percent (41.53%) of the Northland Tenant Pool shall be paid pro-rata to Class Members who paid any water and sewer charges to Northland. Based on the amounts Plaintiffs are requesting for legal fees, expenses, and service awards, this is expected to result in each such Class Member receiving a distribution equal to approximately twenty-seven percent (27.1%) of the water and sewer amounts each Class Member paid to Northland.

(2) **Payments to FPA tenants.** The net balance of the FPA Payment remaining after payment of Court-approved attorneys' fees and expenses and service awards as specified in Paragraphs 6(a) and (b) above (such balance to be the "**FPA Tenant Pool**") shall be allocated as follows:

(A) The sum of One Hundred Sixty-One Thousand Nine Hundred Seventy-Four Dollars and Forty-Five Cents (\$161,974.45), which is approximately thirty-nine and nine-tenths percent (39.9%) of the FPA Tenant Pool, shall be paid pro-rata to Class Members whose security deposits were withheld in full or in part by FPA for alleged damages to their

units. Based on the amounts Plaintiffs are requesting for legal fees, expenses, and service awards, this is expected to result in each such Class Member receiving ninety percent (90%) of the amount FPA withheld from the Class Member.

(B) The sum of Two Hundred Twenty-Six Thousand Three Hundred Seventy-Five Dollars and Fifty-Five Cents (\$226,375.55), which is approximately fifty-five and seventy-six hundredths' percent (55.76%) of the FPA Tenant Pool, shall be paid pro-rata to Class Members who paid any water and sewer charges to FPA. Based on the amounts Plaintiffs are requesting for legal fees, expenses, and service awards, this is expected to result in each such Class Member receiving forty-three and forty-four hundredths' percent (43.44%) of water and sewer amounts paid to FPA.

(C) The sum of Fifteen Thousand Three Hundred Dollars (\$15,300) will be paid in equal \$100 shares to the 153 Class Members who are presently tenants of FPA and paid security deposits to Northland (as consideration for said members' release of claims alleging improper depositing and documentation of security deposits and improper notice of transfer of security deposits). This sum represents approximately 3.77% of the FPA Tenant Pool.

(D) The sum of Two Thousand Three Hundred Dollars (\$2,300) will be paid in equal \$50 shares to the 46 Class Members who are presently tenants of FPA and paid security deposits to FPA that were deposited in Wells Fargo Bank (as consideration for said tenants' release of claims alleging improper depositing and documentation of security deposits). This sum represents approximately 0.57% of the FPA Tenant Pool.

Payment recipients shall be paid their proportion of earned interest calculated as of the time of disbursement.

(3) Class Counsel, in their sole discretion, have determined the method for allocating the Common Fund to Primary Tenants as set forth in this Paragraph 6. While Defendants assent to and do not oppose such allocation, their assent does not constitute ratification or endorsement of the method of allocation, the amounts allocated, or the propriety of redress for any claims alleged in the Complaint, each of which Defendants expressly disclaim.

7. Requirements for delivery of Notice.

(a) In order to enable the Settlement Administrator to send out notices, Defendants will provide to the Settlement Administrator, within ten (10) business days after the Court enters the Preliminary Approval Order, a notice database in an electronically searchable and readable format, containing (1) the Tenant Information; and (2) the Common Fund allocations determined by Class Counsel pursuant to Paragraph 6(c). Any personal information relating to Class Members provided to the Settlement Administrator

pursuant to this Settlement will be provided solely for the purpose of providing the Summary Notice to Class Members; will be kept in strict confidence and subject to the Stipulated Confidentiality Agreement and Protective Order entered in this Action; and, will not be used for any other purpose.

(b) Within ten (10) business days after the Settlement Administrator's receipt of the Notice database from Defendants, the Settlement Administrator will, by first class mail and by email (if available), send the applicable Summary Notice to each Class Member. The last known address of Class Members will be subject to confirmation or updating as follows: (1) the Settlement Administrator will check each address against the United States Postal Service National Change of Address Database before the initial mailing; (2) within ten (10) business days of receiving a Summary Notice returned as undeliverable, the Settlement Administrator will conduct a customary skip trace search to locate an updated address for any such Class Member and remail the Notice to any updated address obtained from such search; and (3) the Settlement Administrator will update Class Member addresses based on any requests and information received. The Parties agree to cooperate in good faith in connection with the Settlement Administrator's reasonable efforts to locate Class Members for whom Summary Notice is returned as undeliverable.

(c) The Notice and Summary Notice shall conform to all applicable requirements of the Massachusetts Rules of Civil Procedure, specifically Mass. R. Civ. P. 23(c), and with G.L. c. 93A, § 9(2), and any other applicable law, and shall otherwise be in the manner and form agreed upon by the Parties and approved by the Court.

(d) Notice shall consist of the Notice substantially in the form attached hereto as Exhibit B. Summary Notice shall consist of the notices substantially in the form attached hereto as Exhibits C-1, C-2, and C-3. The Settlement Administrator may make non-substantive changes to the formatting of the Notice and Summary Notice for purposes of printing and/or display on the Settlement website.

(e) Summary Notices provided to all Class Members will (1) inform them that Settlement Distributions are being made on behalf of all Class Members to the Primary Tenants; (2) provide them with login details to the Settlement Administrator's online portal to access the Notice and the Settlement website; (3) inform Class Members that if the mailing address on the notice is incorrect to provide the Settlement Administrator with a correct mailing address; (4) inform Class Members to promptly notify the Settlement Administrator of any future change of mail and email addresses; and (5) provide the settlement website URL. Summary Notices to Primary Tenants will individually inform them that they are receiving Settlement Distributions. Summary Notices to all other Class Members will inform them that they are not receiving Settlement Distributions because Defendants' records do not reflect receipt of security deposit or submetered water and sewer utility payments from them.

(f) Before Summary Notice is mailed to the Class Members, the Settlement Administrator shall create and maintain a settlement website which will contain, at a minimum, the Complaint, this Settlement Agreement, a complete copy of the Notice, the Preliminary Approval Order, and a portal to permit Class Members to determine who is

receiving Settlement Distributions and the estimated amounts of such distributions. The settlement website will also contain a prominent notice regarding the importance of updating addresses of Class members and contain a list of frequently asked questions and answers. The settlement website shall remain active until thirty (30) days after the Effective Date as defined below.

(g) Within ten (10) business days after the Settlement Administrator's receipt of the Notice database from Defendants, the Settlement Administrator will cause the Summary Notice substantially in the form attached hereto as Exhibit C-3 to be published in the print and online editions of the Boston Globe, the Westborough Community Advocate, the Springfield Republican, and the Worcester Telegram & Gazette. One week after the first such publication of the Summary Notice, the Summary Notice shall be published a second time in each publication.

8. Settlement Administration.

(a) The Settlement Administrator shall be responsible for (1) sending the Summary Notice to Class Members as set forth herein and in the Preliminary Approval Order; (2) responding to inquiries from Class Members; (3) identifying and transmitting Settlement Distributions to Primary Tenants; (4) filing any required reports with the Court; and (5) such other tasks as the Parties mutually agree or that the Court orders the Settlement Administrator to perform.

(b) Defendants' Counsel and Class Counsel are permitted to communicate with the Settlement Administrator as needed to effectuate the Settlement Administrator's tasks. Defendants' Counsel and Class Counsel shall cooperate in good faith to ensure that the Settlement Administrator is performing its tasks as instructed. The Parties and their counsel shall be entitled to all reports and accounts of the Settlement Administrator.

(c) The Settlement Administrator shall prepare declarations confirming that Summary Notice has been provided to all Class Members in accordance with this Settlement Agreement and that the Settlement Administrator has complied with the provisions of the Preliminary Approval Order. Such declarations shall be provided to Class Counsel and Defendants' Counsel and filed with the Court by Class Counsel no later than ten (10) business days prior to the Final Approval Hearing.

(d) The Parties will have the responsibility for determining and resolving all disputes that arise during the Settlement administration process. In making such determinations and resolutions, the information provided by Defendants at Paragraphs 6(c) and 6(d) to the Settlement Administrator shall be presumed to be accurate and correct, and shall be final and binding, unless information voluntarily submitted by the Primary Tenant (e.g., a copy of a Statement of Deposit Account, etc.) proves otherwise. In the event that the Parties cannot determine and resolve a dispute based upon a review of the information provided by Defendants at Paragraphs 8(c) and 8(d), the Parties will request a teleconference with the Court to discuss the dispute. After such teleconference, the Court will determine and resolve the dispute and such decision of the Court shall be final and binding on the Class Member. This provision is not intended to bar any Party from bringing

a motion to enforce this Settlement Agreement or initiating an action for breach of this Settlement Agreement.

(e) No Class Member shall have any claim against Defendants' Released Parties (as defined at Paragraph 24(a) below) or the Settlement Administrator, or any other person designated by Class Counsel based on the determination or distributions made in accordance with this Settlement Agreement, this Settlement or any order of the Court.

9. **Objections.** Any Class Member may object to the Settlement by submitting a written objection to Class Counsel and the Defendants' Counsel no later than thirty (30) days prior to the Final Approval Hearing. The objection must be accompanied by all supporting documents, indicate if the objector intends to appear at the Final Approval Hearing, and provide the name and contact information of any attorney representing the objector. The Parties shall work collaboratively to resolve any objections in advance of the Final Approval Hearing, and will file any documents relative thereto no later than five (5) days prior to the Final Approval Hearing. Class Members who object to the Settlement may appear and speak at the Final Approval Hearing, either individually through the Class Member appearing on the Class Member's own behalf, or through counsel retained and compensated individually by the objecting Class Member.

10. **Motions for final approval and for attorneys' fees, expenses and class representative service award:** No later than ten (10) business days before the Final Approval Hearing Date, Plaintiffs will file with the Court an assented-to motion (the "**Final Approval Motion**"), supported by an assented-to motion for approval of attorneys' fees, expenses, and class representative service awards, requesting entry of an order substantially in the form attached hereto as Exhibit D (the "**Proposed Final Order and Judgment**"); seeking, among other things, the following relief:

(a) Appointment of Charles G. Devine, Jr., Esq., of Devine Barrows, LLP, Kenneth D. Quat, Esq., of Quat Law Offices, and Lei Zhao Reilley, Esq., as referred to as "Class Counsel");

(b) Certification of the Class solely for purposes of this Settlement;

(c) Final approval of the Settlement, as set forth in this Settlement Agreement;

(d) An award of fees and expenses to Class Counsel ("**Class Counsel Fees and Expenses**") in the amount of, and not to exceed Four Hundred Thousand Dollars (\$400,000.00) (the "**Class Counsel Fee Request**"), which amount is to be paid from, and not in addition to, the Common Fund;

(e) A "**Class Representative Service Awards**" in the amount of \$2,500 payable to Xue Chen and in the amount of \$2,500 payable to Rajeev and Monika Tripathi, which amounts are to be paid from, and not in addition to, the Common Fund; and

(f) Dismissal, with prejudice, of the Action.

11. **The Final Approval Hearing.** The Final Approval Hearing shall consist of such proceedings as the Court shall deem appropriate to determine whether to allow, in whole or in part,

the Final Approval Motion. Class Members may participate in the Final Approval Hearing to the extent permitted and as may otherwise be ordered or directed by the Court. Subject to the Parties' termination rights as set forth in Paragraph 22 below, the parties will make prompt, reasonable, good faith efforts to address any concerns raised by the Court with respect to any provision of the Proposed Final Order and Judgment that do not materially alter the terms of the Settlement as agreed to in this Settlement Agreement and, if such efforts are successful, to file amended and/or supplemental documents as may be necessary to satisfy the Court's concern(s).

12. **Defendants' obligations with respect to Class Counsel Fees and Expenses.** Defendants agree not to oppose, object to, or seek appellate review of Plaintiffs' request for or the Court's award of Class Counsel Fees and Expenses to be paid out of the Common Fund in an amount not to exceed the Class Counsel Fee Request. To the extent that any final order of the Court, or any appellate court, orders or approves payment of Class Counsel Fees and Expenses in an amount that is less than the Class Counsel Fee Request the difference between the request and such award shall be distributed to the Class, and shall not revert to Defendants. Neither the Class, nor Defendants, nor any of the Defendants' Released Parties (as defined in Paragraph 24(a) below) shall have any obligation or liability to compensate Class Counsel or Plaintiffs for any difference between the Class Counsel Fee Request and the Class Counsel Fees and Expenses awarded by the Court.

13. **Defendants' obligations with respect to Class Representative Service Award.**

(a) Defendants agree not to oppose, object to, or seek appellate review of Plaintiffs' request to the Court to approve Class Representative Service Awards in the amounts specified in Paragraph 10(e) above.

(b) Defendants agree that Plaintiffs' individual claims as Class Members will be treated in parity with the other Class Members, as described in Paragraph 6 above, as applicable.

14. **Effective Date.** The Effective Date of the Settlement shall be the first business day after both of the following have occurred: (a) entry of a final order of the Court approving the Settlement substantially in the form of the Proposed Final Order and Judgment (the "**Court-Approved Final Order and Judgment**"); and (b) the expiration of the period in which to appeal from the Court-Approved Final Order and Judgment (thirty days after the Judgment is signed) without an appeal having been filed. In the event an appeal is filed, the Parties will cooperate in seeking to have any such appeal(s) resolved as promptly as possible, and the Effective Date shall become the first business day following the expiration of the time for further appellate review of any appellate order affirming the Court-Approved Final Order and Judgment.

Settlement Funding and Distribution

15. **Settlement funding.** Defendants will respectively pay the Northland Payment and the FPA Payment to the Settlement Administrator no later than thirty (30) days after the Effective Date.

16. **Payment of Settlement Distributions to Class Members.** No later than thirty (30) days after receipt of the Northland Payment and the FPA Payment (the "**Settlement Distribution**

Issue Date”), the Settlement Administrator will pay the Settlement Distribution amounts due to each of the Primary Tenants, with the exception of Class Members whose Notices were turned to the Administrator as undeliverable after exhaustion of all efforts described in Paragraph 7(b), above (including remailing), except that payments will be made to any such Class Members who provided updated addresses to the Settlement Administrator.

17. **Uncashed checks.** If a mailing or electronic transfer is returned as undeliverable, the Settlement Administrator will perform a customary skip trace in an effort to obtain updated address information, and a new check will be sent promptly to any updated address found. No later than ninety (90) days after the Settlement Distribution Issue Date, the Settlement Administrator shall send a reminder to Class Members who have not yet cashed their checks issued under this Settlement Agreement. Each Class Member will have one hundred and eighty (180) days from the date on which the settlement checks are issued to negotiate their check, and each check shall bear a legend stating that the check shall be void after one hundred and eighty (180) days. If any settlement check is not negotiated or cashed within one hundred eighty (180) days of the issuance date, that settlement check shall be void.

18. **Payment of Class Counsel Fees and Expenses and Class Representative Service Award.** No later than thirty (30) days after the Effective Date, the Settlement Administrator will pay the Class Counsel Fees and Expenses and the Class Representative Service Award from the Common Fund in the amount ordered pursuant to Paragraph 10(d) and 10(e) of this Settlement Agreement.

19. **Payment of Settlement administration costs.** Defendants will promptly pay all **Settlement Administration Costs**, as that term is defined in Appendix 1.

20. **Disposition of residual funds.** Any funds remaining in the Common Fund two hundred forty (240) days after the Settlement Distribution Issue Date will be donated in a *cy pres* award apportioned equally between MetroWest Legal Services and Volunteer Lawyers Project to support activities and programs that promote access to the civil justice system for low-income residents of the Commonwealth of Massachusetts, consistent with Mass. R. Civ. P. 23(e)(2).

21. **Effect of Defendants’ payments.** Upon Defendants’ fulfillment of their payment obligations under Paragraphs 2(a) and 2(b), the Settlement shall become final and binding (“**Final**”) as to all Parties and all Class Members.

Termination of the Settlement

22. **Termination of the Settlement.** Either Plaintiffs or Defendants may terminate the Settlement and this Settlement Agreement by providing written notice of their election to do so (“**Termination Notice**”) to all other Parties, through their counsel, no later than ten (10) business days after the occurrence of any of the following:

- (a) The refusal of the Court to enter the Preliminary Approval Order in any material respect following prompt, reasonable, and good faith efforts as described in Paragraph 4 above;

(b) The refusal of the Court to approve this Settlement Agreement or any material part of it following prompt, reasonable, and good faith efforts as described in Paragraph 11 above;

(c) The refusal of the Court to enter the Proposed Final Order and Judgment in any material respect following prompt, reasonable, and good faith efforts as described in Paragraph 11 above; or

(d) The modification or reversal of the Court-Approved Final Order and Judgment in any material respect by any appellate court of competent jurisdiction (other than any adjustment to Class Counsel Fees and Expenses that might be ordered by an appellate court).

23. **Effect of termination.** In the event the Settlement is terminated pursuant to Paragraph 22, the Parties will revert to their respective status in the Action immediately prior to the execution of the Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement and any related orders had not been entered.

Release and Compromise of Disputed Claims

24. **Release of Settled Class Claims.** Upon the Effective Date, all Class Members shall be deemed to have given the following release of all claims relating to or arising out of the Action:

(a) The parties released shall consist of Defendants and their past and present shareholders, principals, parent corporations, affiliates, subsidiaries, related fund and corporate entities, predecessors and successors, general and limited partners, and each of their past and present officers, directors, owners, shareholders, principals, members, partners, managers, employees, contractors, agents, attorneys, insurers, assigns of any of the foregoing, and all persons acting for, by or through any of the foregoing, past or present (collectively, the “**Defendants’ Released Parties**”).

(b) Subject to the limited exception set forth in (c) for Class Members who are tenants at the Property after the Class Period, the Class Members, together with any of their heirs, agents, attorneys, or assigns, shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Defendants’ Released Parties of and from any and all claims in law or in equity, of whatever kind or nature including, without limitation, claims for monetary damages, equitable, declaratory, and injunctive relief, restitution and disgorgement, and attorneys’ fees, including those claims asserted or which could have been asserted in the Action, arising from, concerning, or in any way relating to the (1) notice of collection, place of deposit, handling, deductions from, and/or return of security deposits at the Property during the Class Period; (2) Liability Insurance Required of Resident Addendum and the Indemnification & Property Damage Liability Addendum in the tenant lease at the Property during the Class Period; and (3) calculation, billing, and/or payment of charges for submetered water and sewer service at the Property during the Class Period (all such claims that are released by the Class Members as to Defendants’ Released Parties to be the “**Settled Class Claims**”). For avoidance of doubt, Settled Class Claims include any and all claims, demands, actions, causes of action, obligations, damages,

liabilities, loss, restitution, fines, costs, penalties or expenses including attorneys' fees of any kind or nature whatsoever, past or present, ascertained or unascertained, whether or not known, suspected or claimed from the beginning of the Class Period through and including the Effective Date arising from or in any way related to the tenant security deposits, insurance waiver lease addenda, and submetered water/sewer utility charges at the Property.

(c) For Class Members who are tenants at the Property after the Class Period, the Settled Class Claims, while covering all prior actions or conduct by Northland and/or FPA that form the basis of the Settled Class Claims in (b)(1)-(3), do not include any claims, demands, actions, or causes of action arising from, concerning, or in any way related to conduct occurring after the Class Period concerning any matters, including but not limited to the handling, deductions from, and/or return of security deposits at the Property.

(d) The Class Members shall forever be enjoined from prosecuting any Settled Class Claims against any of the Defendants' Released Parties, provided however that nothing herein shall in any way restrict or impair any Parties' right to enforce the terms of the Settlement Agreement and the Settlement. The Class Members and Defendants consent to jurisdiction and venue in any court of competent jurisdiction venued in Worcester County, Massachusetts, for purposes of enforcing such injunction. As used in this Paragraph, the terms Class Members and Defendants shall include the past or present respective executors, administrators, personal representatives, agents, heirs, beneficiaries, legatees, attorneys, insurers and all persons acting for Class Members and Defendants.

(e) The releases given in this Paragraph 24 shall be binding upon all Class Members, even if they have not received a payment under this Settlement, including any Class Members who have, may have, or may claim the right to seek payment of some or all of any amount paid to a Primary Tenant under the Settlement. The releases given to Defendants' Released Parties are without prejudice to the rights of any Class Member to assert any claims that they may have against a Primary Tenant or any other Class Member with respect to any amounts that may have been received by such Primary Tenant or Class Member out of any payments made to or on behalf of the Class under this Settlement.

25. **Acknowledgement of effect of release of Settled Class Claims.** With respect to the claims released in this Settlement Agreement, Defendants, Plaintiffs, and all Class Members agree that they are expressly waiving and relinquishing to the fullest extent permitted by law:

(a) The provisions rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

and

(b) Any law of any state of the United States, federal law or principle of common law which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

26. **Release of claims against Plaintiffs' Released Parties.** Upon the Effective Date, each of Defendants' Released Parties shall be deemed to have fully, finally, and forever released, relinquished, and discharged Plaintiffs and their respective heirs, successors, assigns, agents, attorneys, and representatives ("**Plaintiffs' Released Parties**") from all claims (including, without limitation, unknown claims) which (i) arise out of or relate to their tenancies at the Property, including any monies or damages owed or allegedly owed arising out of or relating to their tenancies at the Property and/or security deposits held or retained in connection with same, and (ii) the initiation, litigation, prosecution, or settlement of this Action. Defendants' Released Parties shall forever be barred and enjoined from maintaining, commencing, instituting, or prosecuting any of the claims against Plaintiffs' Released Parties (all such claims that are released by the Defendants' Released Parties as to Plaintiffs' Released Parties to be the "**Settled Defendant Claims**").

27. **Scope of Settlement.** The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition of the Action and any and all Settled Class Claims as against all Parties to this Settlement Agreement and all Class Members.

28. **Effect of Settlement as to Class Members' claims and liabilities.**

(a) Upon becoming Final, this Settlement shall be deemed final and conclusive against all Class Members. Whether or not a Class Member receives a Settlement Distribution under this Settlement, each Class Member shall be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of any order and final judgment to be entered in the Action and the releases provided for therein.

(b) The failure of any Class Member to receive any monetary relief made available under this Settlement Agreement shall not affect the validity, scope, or enforcement of the releases herein.

(c) Plaintiffs and Class Members will be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit in any state, territorial or federal court, or any arbitration or administrative or regulatory or other proceeding in any jurisdiction, which asserts claims based on or in any way related to the Settled Class Claims, and the Court shall retain exclusive continuing jurisdiction to enforce said injunction.

(d) Plaintiffs and Defendants hereby expressly agree that all provisions of this Paragraph, together and separately, constitute essential terms of this Settlement Agreement.

Miscellaneous Provisions

29. **No admission of wrongdoing.** This Settlement, whether or not consummated, and any proceedings taken pursuant to it:

(a) Shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action in any litigation, or of any liability, negligence, fault, or wrongdoing of Defendants;

(b) Shall not be offered or received against Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendants;

(c) Shall not be offered or received against Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement; provided, however, that if this Settlement is approved by the Court, Defendants may refer to it to effectuate the liability protection granted them hereunder;

(d) Shall not be given issue preclusive or “collateral estoppel” effect so as to establish that any claim or fact alleged in the Complaint was actually litigated or necessarily determined in this Action;

(e) Shall not be offered or received against Defendants as evidence of a presumption, concession or admission that the Class is appropriately certified for trial;

(f) Shall not be construed against Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(g) Shall not be construed as or received in evidence as an admission, concession or presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or that any defense asserted by Defendants has any merit, or that damages recoverable under the Complaint would not have exceeded the **Settlement Consideration** (as defined in Appendix 1) or operate as release, estoppel or waiver of any claims other than the Settled Class Claims.

This Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendants with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted. The Parties to this Settlement Agreement recognize that the Action is being voluntarily settled after advice of counsel, and that the terms of the Settlement are fair, adequate

and reasonable. This Settlement Agreement shall not be construed or deemed to be a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

30. **Non-disparagement.** The Parties and, insofar as is consistent with Mass. R. Prof. Conduct 1.01 and 1.02, Class Counsel and Defendants' Counsel, agree that they will not publish or utter in any print, audio, video, online, or any other media (including social media) any statements that accuse any Party of wrongdoing or disparage the competency, qualifications, character, honesty, business reputation, trustworthiness, or integrity of any Party.

31. **Exhibits incorporated by reference.** All of the exhibits listed in Appendix 2 and attached to this Settlement Agreement as Exhibits A-D are hereby incorporated by reference as though fully set forth herein.

32. **Authorization.** Each Party represents and warrants that execution and delivery of this Settlement Agreement has been duly authorized by all necessary actions and that the execution and delivery of this Settlement Agreement constitutes a legal, valid and binding obligation of that Party. The persons signing this Settlement Agreement represent and warrant by their signatures that they have authority to sign the Settlement Agreement on behalf of the Party for whom they are signing.

33. **Parties bound.** This Settlement Agreement shall be binding upon and inure to the benefit of Defendants, the Defendants' Released Parties, and the Class Members, and their respective present and former officers, directors and employees, shareholders, any parent or subsidiary corporations of Defendants, the Defendants' Released Parties, and the Class Members, and their respective heirs, successors, assigns and transferees.

34. **Representation by counsel.** Each Party has been represented in the negotiation of this Settlement Agreement by independent counsel and has had the Settlement Agreement fully explained by its own counsel and are aware that the Settlement set forth in the Settlement Agreement (a) provides for payment of the Settlement Consideration to and on behalf of the Class and for other costs and expenses only as set forth in this Settlement Agreement; and (b) will terminate any and all rights of Plaintiffs and the Class Members to pursue the Settled Class Claims.

35. **No reliance; independent investigation.** Each Party in entering into this Settlement Agreement relies upon its own investigation and judgment in regard to all matters herein contained and has not relied on any representations made by other Parties. This Settlement Agreement is made and entered into by each of the Parties of its own volition and each of the Parties warrants that this Settlement Agreement was made and entered into free of any duress, coercion, or undue influence from any source whatsoever.

36. **Jointly drafted.** Each Party has participated in the drafting and negotiation of this Settlement Agreement. For all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the Parties. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Settlement Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Settlement Agreement shall be interpreted in a reasonable manner so as to effectuate the intent of the Parties, and no rule of strict construction shall be applied against any Party to this Settlement Agreement.

37. **Entire agreement; amendments; construction with other agreements.** This Settlement Agreement constitutes the only existing and binding agreement between the Parties concerning the Settlement and supersedes any prior oral or written agreements concerning the Settlement. The Parties acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the Parties have relied in entering into this Settlement Agreement, unless expressly set forth herein. This Settlement Agreement, including the provisions of this Paragraph, may not be modified, amended or altered in any way except by written agreement signed by each of the Parties.

38. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any of the Parties may execute this Settlement Agreement by signing any such counterpart.

39. **Notices.** Any notices required under this Settlement Agreement may be transmitted by email to the following designated individuals:

To Plaintiffs:

Charles G. Devine, Jr.
Devine Barrows, LLP
cdevine@devinebarrowslaw.com
Lei Zhao Reilley
leizhaolaw@gmail.com
Kenneth D. Quat
Quat Law Offices
kquat@quatlaw.com
Counsel for Plaintiffs

To Northland:

Kevin M. McGinty
Mathilda S. McGee-Tubb
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
kmcginty@mintz.com
msmcgee-tubb@mintz.com
Counsel for Northland

To FPA:

Joseph P. Curtin
Colin J. F. Edge
Prince Lobel Tye LLP
jcurtin@princelobel.com
cedge@princelobel.com
Counsel for FPA

Unless the sender receives email notification that the sent message is undeliverable, notice shall be deemed to have been delivered as of the date and time when the email is sent. In the event of an undeliverable email notice, counsel for the Parties agree to cooperate to facilitate delivery of any required notice.

40. **Effect of headings.** The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

41. **Settlement subject to judicial supervision and approval.** The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of enforcing the terms of this Settlement Agreement.

42. **Non-waiver.** The waiver by any Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

43. **Governing law.** The construction, interpretation, operation, effect and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the internal laws of the Commonwealth of Massachusetts without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.

44. **Cooperation.** Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of (a) the Preliminary Approval Order; and (b) the Settlement Agreement and the Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

45. **Computation of deadlines.** For purposes of determining deadlines under this Settlement Agreement, any interval measured in "business days" shall exclude (a) weekend days; and (b) federal or Massachusetts state holidays. All other intervals shall be measured in calendar days. In the event that an interval specified for performance of any action or obligation required under this Settlement Agreement results in a deadline that falls on a weekend or a federal, or Massachusetts state holiday, that deadline will be deemed to fall on the next business day.

[Signatures appear on next page]

Stipulated and agreed to this 18th day of April, 2023, and as amended, further stipulated and agreed to this 24th day of May, 2023.

/s/ Xue Chen

Xue Chen

On behalf of herself and the Class

/s/ Rajeev Tripathi

Rajeev Tripathi

On behalf of himself and the Class

/s/ Monika Tripathi

Monika Tripathi

On behalf of herself and the Class

And by their attorneys,

/s/ Charles G. Devine, Jr.

Charles G. Devine, Jr. (BBO # 548053)

DEVINE BARROWS, LLP

40 Washington Street, Suite 200

Wellesley, MA 02481

(617) 723-8988

cdevine@devinebarrowslaw.com

/s/ Lei Zhao Reilley

Lei Zhao Reilley (BBO # 674373)

44 Mechanic Street, Suite 211

Newton, MA 02464

(617) 299-6627

leizhaolaw@gmail.com

/s/ Kenneth D. Quat

Kenneth D. Quat (BBO #408640)

QUAT LAW OFFICES

373 Winch Street

Framingham MA 01701

508-872-1261

kquat@quatlaw.com

/s/ Michael B. Earl

FPACP4 Fountainhead, LLC

By: Michael B. Earl

Title: Vice President

And by its attorneys,

/s/ Joseph P. Curtin

Joseph P. Curtin (BBO # 556776)

Joseph P. Messina (BBO # 559328)

Colin J. F. Edge (BBO # 696950)

PRINCE LOBEL TYE LLP

One International Place, Suite 3700

Boston, Massachusetts 02110

Tel: (617) 542-6000

jcurtin@princelobel.com

jmessina@princelobel.com

cedge@princelobel.com

/s/ Beth Kinsley

Northland Fountainhead, LLC

By: Beth Kinsley

Title: General Counsel

And by its attorneys,

/s/ Kevin M. McGinty

Kevin M. McGinty (BBO # 556780)

Mathilda S. McGee-Tubb (BBO # 687434)

MINTZ, LEVIN, COHN, FERRIS,

GLOVSKY AND POPEO, P.C.

One Financial Center

Boston, Massachusetts 02111

Tel: (617) 542-6000

kmcginty@mintz.com

msmcgee-tubb@mintz.com

APPENDIX 1 **DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the following meanings:

“**Action**” has the meaning set forth in the introductory Paragraph of this Settlement Agreement.

“**Class**” has the meaning set forth in the Seventh Paragraph of the Recitals: “all persons who at any time between February 10, 2015 and April 18, 2023 were tenants at the Property.

“**Class Counsel**” has the meaning set forth in Paragraph 2 of this Settlement Agreement.

“**Class Counsel Fees and Expenses**” has the meaning set forth in Paragraph 10(d) of this Settlement Agreement.

“**Class Counsel Fee Request**” has the meaning set forth in Paragraph 10(d) of this Settlement Agreement.

“**Class Member**” has the meaning set forth in the Seventh Paragraph of the Recitals.

“**Class Period**” has the meaning set forth in the Seventh Paragraph of the Recitals.

“**Common Fund**” has the meaning set forth in Paragraph 2 of this Settlement Agreement.

“**Class Representative Service Award**” has the meaning set forth in Paragraph 10(e) of this Settlement Agreement.

“**Court**” means the Housing Court Department, Central Division, of the Massachusetts Trial Court, or if that court is deemed not to have jurisdiction, any court of competent jurisdiction venued in Worcester County, Massachusetts.

“**Complaint**” has the meaning set forth in the First Paragraph of the Recitals.

“**Court-Approved Final Order and Judgment**” has the meaning set forth in Paragraph 14 of this Settlement Agreement.

“**Defendants**” has the meaning set forth in the introductory Paragraph to this Settlement Agreement.

“**Defendants’ Counsel**” means, for Northland, Kevin M. McGinty and Mathilda S. McGee-Tubb of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., and for FPA, Joseph P. Curtin and Colin J. F. Edge of Prince Lobel Tye LLP.

“**Defendants’ Released Parties**” has the meaning set forth in Paragraph 24(a) of this Settlement Agreement.

“**Effective Date**” has the meaning set forth in Paragraph 14 of this Settlement Agreement.

“**Final Approval Hearing**” has the meaning set forth in Paragraph 4(d) of this Settlement Agreement.

“**Final Approval Hearing Date**” has the meaning set forth in Paragraph 4(d) of this Settlement Agreement.

“**FPA**” has the meaning set forth in the introductory Paragraph to this Settlement Agreement.

“**FPA Payment**” has the meaning set forth in Paragraph 2(b) of this Settlement Agreement.

“**FPA Tenant Information**” has the meaning set forth in Paragraph 5(d) of this Settlement Agreement.

“**Northland**” has the meaning set forth in the introductory Paragraph to this Settlement Agreement.

“**Northland Payment**” has the meaning set forth in Paragraph 2(a) of this Settlement Agreement.

“**Northland Tenant Information**” has the meaning set forth in Paragraph 5(c) of this Settlement Agreement.

“**Notice**” means a Court-approved notice to the Class pursuant to Mass. R. Civ. P. 23 and G.L. c. 93A, § 9(2), in substantially the form attached hereto as Exhibit B.

“**Objection Deadline**” has the meaning set forth in Paragraph 4(e) of this Settlement Agreement.

“**Parties**” has the meaning set forth in the introductory Paragraph of this Settlement Agreement.

“**Party**” has the meaning set forth in the introductory Paragraph of this Settlement Agreement.

“**Plaintiffs**” has the meaning set forth in the introductory Paragraph to this Settlement Agreement.

“**Plaintiffs’ Released Parties**” has the meaning set forth in Paragraph 26 of this Settlement Agreement.

“**Preliminary Approval Order**” means an order to be entered by the Court in substantially the form attached hereto as Exhibit A for purposes of addressing the items set forth in Paragraph 4 of the Settlement Agreement.

“**Primary Tenant**” has the meaning set forth in Paragraph 5(a) of this Settlement Agreement.

“Property” has the meaning set forth in the Second Paragraph of the Recitals.

“Proposed Final Order and Judgment” means the proposed order in the form attached hereto as Exhibit D.

“Security Deposit Claims” has the meaning set forth in the Third Paragraph of the Recitals.

“Settled Class Claims” has the meaning set forth in Paragraph 24(b) of this Settlement Agreement.

“Settled Defendant Claims” has the meaning set forth in Paragraph 26 of this Settlement Agreement.

“Settlement” means the mutually agreed upon undertakings, terms, and conditions contemplated by this Settlement Agreement.

“Settlement Administration Costs” means all costs, fees, and expenses, other than fees or expenses of counsel for any Party to this Action or their insurers, associated with or arising out of the administration of the Settlement including, without limitation: (1) the delivery of the Summary Notice to the Class; (2) the calculation and payment of Settlement Distributions to Class Members; (3) establishment, maintenance, and administration of any accounts established for purposes of receiving and making payments specified in this Settlement Agreement; (4) conducting necessary skip trace activities; (5) reasonable costs, fees, and expenses of the Settlement Administrator; (6) establishing and maintaining a settlement website; and (7) any other duties described under the Settlement Agreement or required by the Court. These notice and administration costs include the reasonable costs and expenses associated with identifying Class Members and effecting delivery of notice to the Class, and the administration of the Settlement, including, without limitation, the actual costs of delivering the notice, communication with Class Members, administrative expenses incurred, and fees charged by the Settlement Administrator in connection with delivering the Summary Notice, processing the Class Members’ allocations and distributing the Settlement proceeds to Class Members.

“Settlement Administrator” means RG/2 Claims Administration LLC.

“Settlement Agreement” has the meaning set forth in the introductory Paragraph above, and includes this document and all attached Exhibits.

“Settlement Consideration” means Defendants’ cash and non-cash obligations and performances pursuant to Paragraphs 2-3 of this Settlement Agreement.

“Settlement Distribution” has the meaning set forth in Paragraph 6(c) of this Settlement Agreement.

“Settlement Distribution Issue Date” has the meaning set forth in Paragraph 16 of this Settlement Agreement.

“Submetering Claims” has the meaning set forth in the Third Paragraph of the Recitals.

“Summary Notice” means a Court-approved short-form postcard notice to the Class, in substantially the form attached hereto as Exhibits C-1, C-2, and C-3, which will notify Class Members about the Settlement and provide instructions on how to access or obtain the Notice.

“Tenant Information” has the meaning set forth in Paragraph 5(b) of this Settlement Agreement.

“Termination Notice” has the meaning set forth in Paragraph 22 of this Settlement Agreement.

Appendix 2
Schedule of Exhibits to Settlement Agreement

Exhibit A: Form of Preliminary Approval Order

Exhibit B: Form of Notice

Exhibit C-1: Form of Summary Notice to Primary Tenants

Exhibit C-2: Form of Summary Notice to Class Members Who Are Not Primary Tenants

Exhibit C-3: Form of Summary Notice for Publication

Exhibit D: Proposed Final Order and Judgment

EXHIBIT A

Exhibit A
Form of Preliminary Approval Order
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Housing Court Department
Central Division
No. 21H85CV000072

XUE CHEN, RAJEEV TRIPATHI,
and MONIKA TRIPATHI,
Individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

FPACP4 FOUNTAINHEAD, LLC, and
NORTHLAND FOUNTAINHEAD LLC,

Defendants

[Proposed] PRELIMINARY APPROVAL ORDER

After hearing, and the Court having reviewed the Second Amended Settlement Agreement effective April 18, 2023 (the “Second Amended Settlement Agreement”), and good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Court adopts all defined terms as set forth in the Amended Settlement Agreement, which are incorporated herein by reference.
2. The Court has jurisdiction over the subject matter of the Action, the Plaintiffs, the Class Members, and the Defendants.
3. The Court preliminarily approves the terms of the Amended Settlement Agreement as being fair, reasonable, and adequate to the Class, subject to further consideration at the Final Approval Hearing described below.

Exhibit A
Form of Preliminary Approval Order

4. The Court preliminarily finds that the Class, as defined in the Amended Settlement Agreement (“all persons who between February 10, 2015 and April 18, 2023 (the ‘Class Period’) were tenants at the Property (all such persons to be, collectively, the ‘Class,’ and each person who is included within the Class to be, individually, a ‘Class Member’”) meets, for settlement purposes only, the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure for certification. The Court provisionally certifies the Class for the purposes of settlement and without prejudice to the Parties in the event the Settlement is not finally approved or otherwise does not take effect.

5. The Court hereby appoints the named Plaintiffs as Class Representatives for purposes of entering into and implementing the Settlement. The Court also appoints Charles G. Devine, Jr., Esq., of Devine Barrows, LLP, Kenneth D. Quat, Esq., of Quat Law Offices, and Lei Zhao Reilley, Esq. as Class Counsel.

6. The Court finds that the Notices in the forms attached to the Settlement Agreement as Exhibits B and C are reasonably and practicably calculated to notify Class Members of, *inter alia*, the pendency of the Action, the nature of the Action, the relief to be provided, and their rights to object to the Settlement and to appear at the Final Approval Hearing.

7. The Defendants are authorized to provide a class list to the Settlement Administrator.

8. The Court finds that dissemination of the Notice in the manner described in the Second Amended Settlement Agreement is reasonably formulated to reach a substantial percentage of the Class Members and constitutes the best notice practicable under all the circumstances. The Court further finds that dissemination of the Notice in said manner meets the requirements of the Massachusetts Rules of Civil Procedure and the due process requirements of the Constitution of

Exhibit A
Form of Preliminary Approval Order

the Commonwealth of Massachusetts and the United States Constitution and any other applicable law, and shall constitute adequate and sufficient notice to all persons entitled thereto.

9. The Settlement Administrator shall comply with all provisions regarding the substance and delivery of Notice as set forth in Paragraph 7 of the Second Amended Settlement Agreement. No later than ten (10) business days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court and serve on all Counsel an affidavit of compliance with the Notice plan and procedures.

10. No later than the date when the Summary Notice is mailed, the Settlement Administrator will establish a settlement website, the content of which will include the documents and features specified in Paragraph 7(f) of the Agreement.

11. Any Class Member may object to the proposed Settlement by serving on Class Counsel and Defendants' Counsel a written statement of objection in accordance with Section 9 of the Settlement Agreement. Said objections must be delivered no less than thirty (30) days prior to the Final Approval Hearing. Any Class Member who wishes to appear and be heard at the Final Approval Hearing, either in person or through counsel, must so indicate in the objection. The parties will file a list of any unresolved objections with the Court no later than five (5) days prior to the Final Approval Hearing.

12. The Final Approval Hearing shall be held at 2:00 p.m. on October 17, 2023, at 225 Main Street, Worcester, Massachusetts, to finally determine (i) whether the Class should be certified for purposes of the Settlement; (ii) whether the Settlement Agreement should be approved as fair, reasonable and adequate to the Class; (iii) whether Class Counsel should be awarded legal fees and expenses in the amounts requested; (iv) whether the Class Representatives should be awarded Service Awards in the amounts requested; and (v) whether the Final Order and Judgment

Exhibit A
Form of Preliminary Approval Order

approving the settlement should be entered. The Motion for Final Approval is to be filed not later than ten (10) business days prior to said hearing, supported by Class Counsel's request for attorneys' fees and expenses and the Class Representative's request for Service Awards. The Court may continue or adjourn the Final Approval Hearing without further notice to Class Members.

13. Pending determination of final approval of the Settlement, the Class Representatives and Class Members are hereby enjoined from asserting, commencing, continuing or prosecuting any of the Settled Class Claims as defined in the Agreement, against Defendants' Released Parties in any action, suit or other proceeding. All proceedings in this Action are stayed, other than such proceedings as are related to the Settlement.

14. The Court retains jurisdiction over the Action to consider all further applications, motions, and/or disputes arising out of or connected with the proposed Settlement.

15. The Court hereby directs the Class Representatives and Defendants to proceed in strict accordance with the terms of the Second Amended Settlement Agreement for the purpose of consummating the proposed Settlement and providing Notice thereof, and hereby authorizes them to take all acts reasonably necessary to consummate the Settlement.

16. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class Members.

IT IS SO ORDERED.

Justice of the Housing Court

Dated: _____

EXHIBIT B

Exhibit B
Form of Notice

COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING COURT
CENTRAL DIVISION

**If You Were a Tenant of Fountainhead
Apartments or Arrive Westborough
Apartments and Paid Water or Sewer
Charges or Had Security Deposit Funds
Withheld You Could Get a Payment from a
Class Action Settlement.**

A State Court in Massachusetts authorized this notice. This is not a solicitation from a lawyer.

*Para ver este aviso en español, visite
www.rg2claims.com/FountainheadArriveSettlement.html*

- A Settlement has been reached in a putative class action lawsuit about whether the owners of Fountainhead Apartments and Arrive Westborough Apartments unlawfully billed tenants for water and sewer charges and unlawfully withheld monies from security deposits. The Defendants in the case are Northland Fountainhead, LLC—also known as Northland—and FPACP4 Fountainhead, LLC—also known as FPA. The Defendants deny that they did anything wrong and assert certain defenses. The Court has not determined who is right.
- Those included in the Settlement may be eligible to receive a payment from the Settlement Fund, which is \$1,245,000 total. The actual amount of the payments will be based on allocations agreed to by the parties and approved by the Court after payment of attorneys' fees and expenses and service awards approved by the Court.
- **Please read this notice carefully.** Your legal rights are affected whether you act or don't act.
- **Do not contact the Court about this Settlement. Any questions that you may have about this Notice or the Settlement should be directed to the Settlement Administrator or Class Counsel.**
- **You should notify the Settlement Administrator immediately if your mailing address or email address has changed or will soon change.**

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

**Exhibit B
Form of Notice**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT	Write to explain why you don't like the Settlement. See Paragraph 15 of this Notice.
PARTICIPATE IN THE HEARING	You can speak in Court about your opinion of the Settlement, but you are not required to do so. See Paragraph 16 of this Notice.
DO NOTHING	If the records of Northland or FPA show that you paid a security deposit all or any part of which was retained for alleged damages to your unit or paid amounts billed for water and sewer charges, you will receive a payment from the Settlement Fund. Whether or not you receive a settlement payment, you will give up your right to sue the Defendants for the claims released under the Settlement Agreement. See Paragraphs 7 – 11 of this Notice.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice. For complete details, view the Settlement Agreement, available [by clicking on this link](#), or call 1-866-742-4955

BASIC INFORMATION

1. Why was this Notice issued?

A judge of the Massachusetts Housing Court authorized this notice because you have a right to know about this Settlement and all of your options. This Notice explains the lawsuit, the Settlement, and your legal rights.

This case (the “Lawsuit”) is pending in the Massachusetts Housing Court, Central Division. The Lawsuit is known as *Xue Chen et al v. FPACP4 Fountainhead, LLC and Northland Fountainhead, LLC*, Case No. 21H85CV000072. The tenants who sued the Defendants—Xue Chen, Rajeev Tripathi, and Monika Tripathi—are called the Class Representatives.

2. What is a Class Action?

In a class action, one or more people sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, but only if the Court finds that a common resolution is appropriate under the rules.

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

Exhibit B Form of Notice

3. What is this Lawsuit about?

This Lawsuit alleges that Defendants unlawfully billed Class Members for water and sewer charges and unlawfully withheld money from the security deposits of certain Class Members. The Defendants deny they did anything wrong and maintain that they have several defenses.

The Court has not determined who is right. Rather, the Parties have agreed to settle the Lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided who should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than, if at all, months or years from now.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

You are in the Settlement Class if you fall into this Class Definition:

All persons who were tenants of the property known as Fountainhead Apartments and/or Arrive Westborough at any time from February 10, 2015 to April 18, 2023.

The Order preliminarily certifying the Class is available by contacting the Settlement Administrator or Class Counsel, clicking [\[here\]](#), or by clicking the “Class Certification Order” link under the “Important Documents Tab” on the Settlement Website, located at www.rg2claims.com/FountainheadArriveSettlement.html

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides for Defendants to pay a total of \$1,245,000.00 (the “Settlement Fund”) to settle the case. The court approved attorneys’ fees and expenses and court-approved payments to the Class Representatives will come out of the Settlement Fund (*see* Question 13). The amount remaining after deducting these sums will be used to make cash payments to Class Members who paid money to Defendants for security deposits all or any part of which was retained for alleged damages to your unit or water and sewer charges.

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

Exhibit B
Form of Notice

7. How much will my payment be?

If you were a tenant at Fountainhead Apartments and had money withheld from a security deposit that you paid to Northland, the Settlement provides for you to receive 90% of the money withheld for alleged damages to your unit. If you were a tenant at Fountainhead Apartments, the Settlement provides for you to receive 27.1% of monies you paid to Northland, for water and sewer charges.

If you were or currently are a tenant at Arrive Westborough and had money withheld from your security deposit by FPA, the Settlement provides for you to receive 90% of the money withheld for alleged damages to your unit. If you were or currently are a tenant at Arrive Westborough, the Settlement provides for you to receive 43.44% of monies you paid to FPA, for water and sewer charges.

If you are currently a tenant at Arrive Westborough and paid security deposits to Northland, you will receive a single payment of \$100.00.

If you are currently a tenant at Arrive Westborough and paid security deposits to FPA that were deposited in Wells Fargo Bank, you will perceive a single payment of \$50.00.

You are not entitled to a payment if you were a tenant at either the Fountainhead Apartments or Arrive Westborough and either of the following is true: (1) Defendants' records do not show that you paid a security deposit or amounts billed for water and sewer charges; or (2) Defendants' records show that no security deposit money was retained for alleged damages to your unit and did not pay any amounts billed for water and sewer charges. If you paid money to a co-tenant who is receiving a payment under this settlement, that tenant is responsible for repaying you for any amount that may be due to you.

Depending on your payment history, you may be entitled to receive only a security deposit refund, only a water and sewer refund, both, or neither. Certain tenants who moved into their apartments before the sale to FPA and then continued to live there afterward will be entitled to receive water and sewer refunds from both Northland and FPA.

The actual amount of the above payments cannot be determined until the Court has determined the amounts to be awarded to Class Counsel for legal fees and expenses, the amounts to be awarded to the Class Representatives as incentive awards, and the Court has approved the Settlement terms.

Any amounts remaining in the Settlement Fund after disbursement of these amounts, for example, due to uncashed checks, will be paid to a *cy pres* recipient approved by the Court, which will be one or more organizations that provide legal assistance to lower-income individuals and families.

For each tenancy, the payments on behalf of all Class Members who lived in an apartment during the lease term will only be made to those tenants who, according to Defendants' records, actually paid the security deposits or water and sewer charges. Class Members who receive settlement payments are responsible for providing any portion due to roommates or others who may have resided with them or who may otherwise be owed such sums. To confirm who will receive a settlement payment for your apartment and the current estimated amount of that payment, please go to [\[web portal url\]](#) and input the unique ID code sent to you with your mailed notice.

Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel

**Exhibit B
Form of Notice**

8. When will I get my payment?

If you are entitled to receive a payment, you should receive a check or electronic transfer from the settlement administrator within 60 - 75 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final approval of the Settlement will be held on _____, 2023, at the Massachusetts Housing Court, Central Division, 225 Main Street, Worcester, Massachusetts 01608. All checks will expire and become void 180 days after they are issued.

9. I'm not getting any payment under the Settlement. Why not?

Defendants' payment records only show the identity of the tenants who made payments for security deposits or water and sewer charges. They have no records that would disclose whether other tenants in an apartment may have reimbursed some or all of the amounts paid by the tenants listed in Defendants' records, and there is no practical way for them to find that out for all members of the Class. The only practical way to make payments on behalf of the Class Members to people who are known to have made those payments is to pay the refunds to those tenants listed in Defendants' payment records. Class Members who receive settlement payments are responsible for providing any portion due to roommates or others who may have resided with them or who may otherwise be owed such sums. To determine who will receive a settlement payment for your apartment and the current estimated amount of that payment, and to confirm the accurate present contact information of the tenant who will receive a settlement payment, please go to [web portal url] and input the unique ID code sent to you with your mailed notice.

HOW TO GET BENEFITS

10. How do I get benefits?

If you are a Settlement Class Member you don't need to do anything to receive benefits. *However, it is important that you confirm that the Settlement Administrator has your current mailing and email addresses and that you notify the Administrator of any change in address that occurs before you are scheduled to receive your payment.*

REMAINING IN THE SETTLEMENT

11. What am I giving up as a result of this Settlement?

If the Settlement becomes final, you will give up your right to sue Northland Fountainhead, LLC and FPACP4 Fountainhead LLC and related entities and individuals for the claims being resolved by this Settlement. The specific claims and parties being released are described in Paragraphs 20 and 21, below, and in the Settlement Agreement.

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

Exhibit B Form of Notice

If you have any questions you can talk to Class Counsel listed in Question 12 for free or you can, of course, talk to your own lawyer (at your own expense) if you have questions about what this means.

12. What happens if I do nothing at all?

If you do nothing, you will get the benefits from this Settlement and give up your right to sue the Defendants over the Settled Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Lei Reilley of Reilley Chang Law, PLLC, Charles G. Devine, Jr., of Devine Barrows, LLP, and Kenneth D. Quat, d/b/a Quat Law Offices, as the attorneys to represent the Settlement Class. They are called “Class Counsel.” They believe, after litigating the case and conducting an extensive investigation, that the Settlement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may also enter an appearance though an attorney if you so desire.

14. How will the lawyers, Class Representative and Settlement Administrator be paid?

The Settlement Agreement allows Class Counsel to submit a request for reasonable attorneys’ fees and costs of up to \$400,000 for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Class Counsel may seek, and the Court may award, less than this amount. Class Counsel also will apply to the Court for an Incentive Award in the amount of up to \$2,500 for Xue Chen and a total of \$2,500 for Rajeev and Monika Tripathi for their efforts as Class Representatives in bringing the action and assisting throughout the litigation. If approved by the Court, these amounts will be deducted and paid from the Settlement Fund before making payments to Settlement Class Members. The Settlement also requires that Defendants pay all costs and expenses associated with giving notice of and administering the Settlement separately from the Settlement Fund.

15. May I get out of the Settlement?

No. Under Massachusetts law, if the Court approves the Settlement as fair, adequate, and reasonable, and concludes that the claims should be resolved on behalf of the Class, you do not have the right to exclude yourself from the Settlement. However, before the Court makes its rulings and findings, you do have the right to object to the Settlement, as described in Section 15, below.

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

Exhibit B
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OBJECTING TO THE SETTLEMENT

16. What should I do if I do not like the Settlement?

If you're a Class Member you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to approve the Settlement. To object, you must send a letter or an email stating that you object to the Settlement, identify all your reasons for your objections (including citations and supporting evidence), attach any materials you rely on for your objections, and provide the name and contact information of any lawyer representing you. Your letter or brief must also indicate whether you intend to address the Court at the Final Approval Hearing and include your name, address, phone number, and your signature. You must mail or deliver the objection to Class Counsel and Defendants' counsel postmarked no later than **[Date]**, 2023:

Lei Zho Reilley, Esq.
44 Mechanic St., Suite 211
Newton, MA 02464
ClassActionContact@reilleychangelaw.com
Class Counsel

Kevin M. McGinty
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
kmcginty@mintz.com
Counsel for Defendant Northland Fountainhead, LLC

Joseph P. Curtin
Prince Lobel Tye LLP
One International Place, Suite 3700
Boston, MA 02110
jcurtin@princelobel.com
Counsel for FPACP4 Fountainhead, LLC

17. May I speak to the Court about my objection?

Yes, if you submit an objection as provided in Paragraph 15 above, you may ask the Court for permission to speak. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer, you must say so in your objection,

Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel

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THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Fairness Approval Hearing at [time] on [date] 2023, at the Massachusetts Housing Court, Central Division, 225 Main Street, Worcester, Massachusetts. The purpose of the hearing will be for the Court to consider whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for an award of attorneys' fees and expenses; and to consider the request for an incentive award to Class Representative. If anyone has asked to speak at the hearing, the Court will listen to them at that time. The Court will issue its decision after the hearing. We do not know how long it will take for the Court to decide.

The hearing may be postponed to a different date or time without notice, so if you plan to attend it is a good idea to check with Class Counsel by emailing: _____ If, however, if you have timely objected to the Settlement and notified the lawyers that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date or time of such hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have that are directed to the Class. But you are welcome to come at your own expense. If have made an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. More details are in the full Settlement Agreement, which can be viewed or downloaded [here]. You also can get a copy of the Settlement Agreement by writing the Settlement Administrator at P.O. Box 59479, Philadelphia, PA 19102 or by visiting www.rg2claims.com/FountainheadArriveSettlement.html. You can call the Settlement Administrator at 1-866-742-4955 or email Class Counsel at ClassActionContact@reilleychangelaw.com. if you have any questions. Before doing so, however, please read this full Notice carefully.

Many of the Court papers, including this Notice, the Settlement Agreement, and the Order for Preliminary Approval are posted on the Settlement Website www.rg2claims.com/FountainheadArriveSettlement.html. You also can obtain a copy of the Settlement Agreement or review any other public papers relating to the lawsuit by examining the records of this case at the Clerk's office at 225 Main Street, Worcester, Massachusetts. The clerk's office has the ability to make copies of any such public documents for a fee. Also, all filed documents in the case, including the Settlement document, are available for viewing online for a fee through the Court's online filing

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

Exhibit B
Form of Notice

system,

(<https://http://www.masscourts.org/eservices/home.page.2;jsessionid=FA9C17BB540A41454AA5B7D7F25B3238>). *Any questions that you may have about this Notice or the Settlement should not be directed to the Court but should be directed to the Settlement Administrator or Class Counsel.*

21. What am I giving up in exchange for the Settlement benefits?

If the Settlement is approved you will give up the ability to sue Defendants and all and their past and present shareholders, principals, parent corporations, affiliates, subsidiaries, related fund and corporate entities, predecessors and successors, general and limited partners, and each of their past and present officers, directors, owners, shareholders, principals, members, partners, managers, employees, contractors, agents, attorneys, insurers, assigns of any of the foregoing, for any and all claims in law or in equity, of whatever kind or nature including, without limitation, claims for monetary damages, equitable, declaratory, and injunctive relief, restitution and disgorgement, and attorneys' fees, including those claims asserted or which could have been asserted in the Action, arising from, concerning, or in any way relating to the (1) notice of collection, place of deposit, handling, deductions from, and/or return of security deposits at the Property during the Class Period; (2) Liability Insurance Required of Resident Addendum and the Indemnification & Property Damage Liability Addendum in the tenant lease at the Property during the Class Period; and (3) calculation, billing, and/or payment of charges for submetered water and sewer service at the Property during the Class Period.

22. What are the released claims?

The "Released Claims" are defined above. They include any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, restitution, fines, costs, penalties or expenses including attorneys' fees of any kind or nature whatsoever, past or present, ascertained or unascertained, whether or not known, suspected or claimed from the beginning of the Class Period through and including the Effective Date arising from or in any way related to the tenant security deposits, insurance waiver lease addenda, and submetered water/sewer utility charges at the Property.

The full terms of the Release are set forth in Paragraph 24. of the Settlement Agreement available at www.rg2claims.com/FountainheadArriveSettlement.html.

**Call 1-866-742-4955 for the Settlement Administrator or
508-872-1261 for Class Counsel**

EXHIBIT C-1

Exhibit C-1
Form of Summary Notice to Primary Tenants

DD — RG/2 — Title: Chen — 4-4-23 — Proof #1

**If You Were a Tenant of Fountainhead
Apartments or Arrive Westborough
Apartments and Paid Water or Sewer
Charges or Had Security Deposit Funds
Withheld You Could Get a
Payment or Other Relief from a
Class Action Settlement**

**You May Be Part of a
Class Action Settlement
Learn More At:**

**[www.rg2claims.com/
FountainheadArriveSettlement.html](http://www.rg2claims.com/FountainheadArriveSettlement.html)**

Xue Chen v. FPACP4 Fountainhead, LLC
Case No. 21H85CV000072
RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102

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Exhibit C-1
Form of Summary Notice to Primary Tenants
DD — RG/2 — Title: Chen— 4-4-23 — Proof #1

Summary Notice

You are receiving this notice because you have been identified as a potential Settlement Class Member in *Xue Chen v. FPACP4 Fountainhead, LLC*, Case No. 21H85CV000072, pending in the Massachusetts Housing Court, Central Division. The Court has preliminarily approved a settlement that could impact your legal rights, whether you act or not. This is only a summary of the Full Notice. Visit www.rg2claims.com/FountainheadArriveSettlement.html to read the Settlement Agreement, the Full Notice, and view important court dates and documents.

Nature of the Case. This lawsuit alleges that tenants in the apartment complex known as Fountainhead Apartments and Arrive Westborough were unlawfully billed for water and sewer service and that the security deposits of some tenants were unlawfully withheld upon termination of their tenancies. The defendants in the case are Northland Fountainhead LLC and FPACP4 Fountainhead LLC. The defendants deny that they did anything wrong and maintain that they have defenses. The Court has not determined who is right. Rather, you are receiving this legal notice because the parties agreed to settle and your rights may be impacted by the Settlement.

How Do I Know if I am a Class Member? You are a Class Member if you were a tenant at any time between February 10, 2015 and April 18, 2023 and you or someone in your apartment paid any water or sewer charge billed to you and/or had any money withheld from a security deposit after your tenancy was terminated. Defendants' records show that you made such payments.

What are My Options? The defendants agreed to pay a Settlement Fund of \$1,245,000. You are entitled to receive payments from the Settlement Fund based on percentages approved by the Court. To see how much you are currently estimated to receive, you can go to the following web page, [www.rg2claims.com/\[page url\].html](http://www.rg2claims.com/[page url].html), and input the following unique identification code: [number]. The fees and expenses of Class Counsel and any Incentive Award to the Class Representatives will be paid from the Settlement Fund as approved by the Court. You can discuss the case with Class Counsel. You may also object to the Settlement if you so desire. To object, you must take the steps described in the Full Notice by [date], 2023. Specific information is available at www.rg2claims.com/FountainheadArriveSettlement.html. Under Massachusetts law you do not have the right to request exclusion from the Settlement.

Who Represents Me? The Court has appointed Lei Reilley, Esq., of Reilley Chang Law, PLLC, Charles G. Devine, Jr., Esq., of Devine Barrows, LLP, and Kenneth D. Quat, Esq. as Class Counsel. You may hire your own lawyer at your own expense.

How Do I Get More Information? For more information about the proposed settlement and a copy of the full Notice go to www.rg2claims.com/FountainheadArriveSettlement.html, contact the Administrator at 1-866-742-4955 or Fountainhead Arrive Settlement, RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102 or contact Class Counsel at ClassActionContact@reilleychanglaw.com.

If your mailing address on this notice is incorrect or will be changing in the near future, please contact the Settlement Administrator and provide the correct/updated address.

EXHIBIT C-2

Exhibit C-2
Form of Summary Notice to Class Members Who Are Not Primary Tenants

DD — RG/2 — Title: Chen — 4-4-23 — Proof #1

**If You Were a Tenant of Fountainhead
Apartments or Arrive Westborough
Apartments and Paid Water or Sewer
Charges or Had Security Deposit Funds
Withheld You Could Get a
Payment or Other Relief from a
Class Action Settlement**

**You May Be Part of a
Class Action Settlement
Learn More At:**

**[www.rg2claims.com/
FountainheadArriveSettlement.html](http://www.rg2claims.com/FountainheadArriveSettlement.html)**

Xue Chen v. FPACP4 Fountainhead, LLC
Case No. 21H85CV000072
RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102

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Summary Notice

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Nature of the Case. This lawsuit alleges that tenants in the apartment complex known as Fountainhead Apartments and Arrive Westborough were unlawfully billed for water and sewer service and that the security deposits of some tenants were unlawfully withheld upon termination of their tenancies. The defendants in the case are Northland Fountainhead LLC and FPACP4 Fountainhead LLC. The defendants deny that they did anything wrong and maintain that they have defenses. The Court has not determined who is right. Rather, you are receiving this legal notice because the parties agreed to settle and your rights may be impacted by the Settlement.

How Do I Know if I am a Class Member? You are a Class Member if you were a tenant at any time between February 10, 2015 and April 18, 2023 and you or someone in your apartment paid any water or sewer charge billed to you and/or had any money withheld from a security deposit after your tenancy was terminated. Defendants' records show that someone other than you made such payments for your apartment.

What are My Options? The defendants agreed to pay a Settlement Fund of \$1,245,000. Settlement payments will be made to some tenants who made payments to defendants. To see who is receiving the payment for your apartment and how much they are currently estimated to receive, go to [www.rg2claims.com/\[page url\].html](http://www.rg2claims.com/[page url].html), and input the following unique identification code: [number]. That tenant is responsible for reimbursing any amount you paid them to cover a security deposit or water and sewer bill. The fees and expenses of Class Counsel and any Incentive Award to the Class Representatives will be paid from the Settlement Fund as approved by the Court. You can discuss the case with Class Counsel. You may also object to the Settlement if you so desire. To object, you must take the steps described in the Full Notice by [date], 2023. Specific information is available at www.rg2claims.com/FountainheadArriveSettlement.html. Under Massachusetts law you do not have the right to request exclusion from the Settlement.

Who Represents Me? The Court has appointed Lei Reilley, Esq., of Reilley Chang Law, PLLC, Charles G. Devine, Jr., Esq., of Devine Barrows, LLP, and Kenneth D. Quat, Esq. as Class Counsel. You may hire your own lawyer at your own expense.

How Do I Get More Information? For more information about the proposed settlement and a copy of the full Notice go to www.rg2claims.com/FountainheadArriveSettlement.html, contact the Administrator at 1-866-742-4955 or Fountainhead Arrive Settlement, RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102 or contact Class Counsel at ClassActionContact@reilleychanglaw.com.

If your mailing address on this notice is incorrect or will be changing in the near future, please contact the Settlement Administrator and provide the correct/updated address.

EXHIBIT C-3

Exhibit C-3
Form of Summary Notice for Publication

**If You Were a Tenant of Fountainhead
Apartments or Arrive Westborough
Apartments and Paid Water or Sewer
Charges or Had Security Deposit Funds
Withheld You Could Get a
Payment or Other Relief from a
Class Action Settlement**

**You May Be Part of a
Class Action Settlement**

Learn More At: www.rg2claims.com/FountainheadArriveSettlement.htm

Summary Notice

If you were a tenant of Fountainhead Apartments or Arrive Westborough Apartments between February 10, 2015 and April 18, 2023, you may be a Settlement Class Member in *Xue Chen v. FPACP4 Fountainhead, LLC*, Case No. 21H85CV000072, pending in the Massachusetts Housing Court, Central Division. The Court has preliminarily approved a settlement that could impact your legal rights, whether you act or not. This is only a summary of the Full Notice. Visit www.rg2claims.com/FountainheadArriveSettlement.html to read the Settlement Agreement, the Full Notice, and view important court dates and documents.

Nature of the Case. This lawsuit alleges that tenants in the apartment complex known as Fountainhead Apartments and Arrive Westborough were unlawfully billed for water and sewer service and that the security deposits of some tenants were unlawfully withheld upon termination of their tenancies. The defendants in the case are Northland Fountainhead LLC and FPACP4 Fountainhead LLC. The defendants deny that they did anything wrong and maintain that they have defenses. The Court has not determined who is right.

How Do I Know if I am a Class Member? You are a Class Member if you were a tenant at any time between February 10, 2015 and April 18, 2023 and you or someone in your apartment paid any water or sewer charge billed to you and/or had any money withheld from a security deposit after your tenancy was terminated.

What are My Options? The defendants agreed to pay a Settlement Fund of \$1,245,000 Settlement payments will be made to some tenants who made payments to defendants. Those Class Members who made payments to the defendants are entitled to receive payments from the Settlement Fund based on percentages approved by the Court. The tenant receiving payment is responsible for reimbursing any amount any other Class Member paid them to cover a security deposit or water and sewer bill. The fees and expenses of Class Counsel and any Incentive Award to the Class Representatives will be paid from the Settlement Fund as approved by the Court. Class Members can discuss the case with Class Counsel. Class Members may also object to the Settlement if so desired. To object, you must take the steps described in the Full Notice by [date], 2023. Specific information is available at www.rg2claims.com/FountainheadArriveSettlement.html. Under Massachusetts law you do not have the right to request exclusion from the Settlement.

Who Represents Me? The Court has appointed Lei Reilley, Esq., of Reilley Chang Law, PLLC, Charles G. Devine, Jr., Esq., of Devine Barrows, LLP, and Kenneth D. Quat, Esq. as Class Counsel. You may hire your own lawyer at your own expense.

How Do I Get More Information? For more information about the proposed settlement and a copy of the full Notice go to www.rg2claims.com/FountainheadArriveSettlement.html, contact the Administrator at 1-866-742-4955 or Fountainhead Arrive Settlement, RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102 or contact Class Counsel at ClassActionContact@reilleychanglaw.com.

EXHIBIT D

whom have requisite minimum contacts to the Commonwealth of Massachusetts to permit the claims advanced in the Action to be resolved and finally adjudicated as to them in this Court.

2. For purposes of this Settlement only, this Action satisfies the requirements for class action treatment under Mass. R. Civ. P. 23. The Class as defined in this Court's Preliminary Approval Order is so numerous that joinder of all members is not practicable, there are questions of law and fact common to the Class, the claims of the Class Representatives are typical of the claims of the Class, and the Class Representatives will fairly and adequately protect the interests of the Class. Questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, and certification of a class action for purposes of settlement is superior to other available methods for the fair and efficient adjudication of the controversy.

3. This Action is finally certified as a class action under Mass R. Civ. P. 23 on behalf of the Class, which is defined as all persons who, between February 10, 2015 and April 18, 2023, were tenants at the apartment complex located at 293 – 297 Turnpike Road, Westborough, Massachusetts.

4. Notice to the Class pursuant to Rule 23(c) of the Massachusetts Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such notice satisfies the requirements of Rule 23(c) and due process.

5. The Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties, and is supported by the Class Representatives.

6. The Settlement terms as set forth in the Second Amended Settlement Agreement are fair, reasonable, and adequate to members of the Class in light of the complexity, expense and

duration of litigation and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal.

7. The relief provided under the Second Amended Settlement Agreement constitutes fair value given in exchange for the releases of claims against Defendants' Released Parties.

8. The parties and each member of the Class have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute arising out of the Settlement Agreement.

9. It is in the best interests of the parties and Class members and consistent with principles of judicial economy that any dispute between any member of the Class (including any dispute as to whether any person is a member of the Class) and any released party which in any way relates to the applicability or scope of the Settlement Agreement or this Final Approval Order and Judgment should be presented exclusively to this Court for resolution.

10. The Second Amended Settlement Agreement submitted by the parties is finally approved pursuant to Mass. R. Civ. P. 23(c) as fair, reasonable and adequate and in the best interests of Class Members. The parties are directed to continue implementing the Second Amended Settlement Agreement in accordance with its terms.

11. Pursuant to Mass. R. Civ. P. 23(e)(2), any residual funds from the Settlement remaining in the Common Fund two hundred forty (240) days after the Settlement Distribution Issue Date will be donated in a *cy pres* distribution apportioned equally between MetroWest Legal Services and the Volunteer Lawyers Project to support activities and programs that promote access to the civil justice system for low-income residents of the Commonwealth of Massachusetts.

12. The Court hereby approves the Class Members' Releases of the Settled Class Claims and Defendants' Releases of the Settled Defendant Claims, as set forth in the Settlement Agreement.

13. Plaintiffs and Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any other lawsuit in any state, territorial or federal court, or any arbitration or administrative or regulatory or other proceeding in any jurisdiction, which asserts claims based on or in any way related to the Settled Class Claims, and the Court shall retain exclusive continuing jurisdiction to enforce said injunction.

14. Without affecting the finality of this Judgment, the Court hereby reserves and retains jurisdiction over this Action, including the administration and implementation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over the parties and each Class member for any suit, action, proceeding, or dispute relating to this Order or the Second Amended Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Second Amended Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by any Class member in which provisions of the Second Amended Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, is a suit, action or proceeding relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all members of the Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

15. The Court finally appoints the Plaintiffs named above as Class Representatives for purposes of entering into and implementing the Settlement. The Court also finally appoints Charles G. Devine, Jr., Esq., of Devine Barrows, LLP, Kenneth D. Quat, Esq., of Quat Law Offices, and Lei Zhao Reilley, Esq. as Class Counsel.

16. Upon consideration of Class Counsel's application for fees and expenses, the Court awards legal fees to Class Counsel in the amount of \$_____ and expenses in the amount of \$_____, to be paid in accordance with the Second Amended Settlement Agreement.

17. Upon consideration of the application for individual service awards, and in consideration of the valuable services performed by the Class Representatives on behalf of the Class, the following sums are awarded to be paid in accordance with the Second Amended Settlement Agreement: Xue Chen, \$2,500; Rajeev and Monika Tripathi (jointly), \$2,500.

18. All Class Members shall be bound by all the terms, conditions and obligations of the Second Amended Settlement Agreement, and all determinations and judgments in the Action concerning the Settlement.

19. Neither the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any party of the truth of any allegation in the Action or of any liability, fault of wrongdoing of any kind.

20. Nothing in this Order shall be construed as a finding on the merits of any claim or defense, nor of the propriety of certification of a litigation class. This Order shall not be given issue preclusive or "collateral estoppel" effect so as to establish that any claim or fact alleged in the Complaint was actually litigated or necessarily determined in this Action.

21. Final Judgment is hereby entered in this Action consistent with the terms of the Second Amended Settlement Agreement.

IT IS SO ORDERED.

Justice of the Housing Court

Dated: _____