

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BARBARA CRAW, on behalf of herself)
and other similarly situated individuals;)
and JOAN SHURTLEFF, on behalf of)
herself and other similarly situated) **CASE NO: 1:18-CV-12149-LTS**
individuals,)
)
Plaintiffs,)
)
vs.)
)
HOMETOWN AMERICA, LLC, a)
Delaware limited liability company;)
HOMETOWN AMERICA MANAGE-)
MENT, LLC, a Delaware limited liability)
company; HOMETOWN OAKHILL,)
LLC, a Delaware limited liability)
company; HOMETOWN OAK POINT I,)
LLC, a Delaware limited liability)
company; and HOMETOWN OAK)
POINT II, LLC, a Delaware limited)
liability company,)
)
Defendants.)

**STIPULATION OF SETTLEMENT
OF THE OAK POINT CLAIMS**

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This Stipulation of Settlement (“Settlement,” “Settlement Agreement” or “Agreement”), dated July __, 2022, which is entered into by Plaintiff Joan Shurtleff (“Plaintiff Shurtleff”), both individually and as Class Representative of the Class defined herein, and Defendants Hometown America, L.L.C. (“Hometown America”), Hometown America Management, L.L.C. (“Hometown Management”), Hometown Oak Point I, L.L.C., and Hometown Oak Point II, L.L.C. (Hometown Oak Point I, L.L.C. and Hometown Oak Point II, L.L.C. are collectively referred to herein as “Hometown Oak Point”), by and through their undersigned attorneys, states all of the terms of this Settlement and resolution of this matter by the Settling Oak Point Parties (as defined herein) and is intended by the Settling Oak Point Parties to fully and finally release, resolve, and discharge the Released Claims (as defined herein) against the Released Parties (as defined herein), subject to the approval of the United States District Court for the District of Massachusetts.

I. RECITALS

A. On September 25, 2018, Plaintiff Craw (as defined herein) initiated this Action (as defined herein) in the Plymouth County Superior Court for the Commonwealth of Massachusetts (No. 1883cv01017) by filing a class action complaint for injunctive relief and damages (the “Complaint”). Plaintiff Craw was, at that time, and still is, a resident of the Oakhill Manufactured Housing Community (“Oakhill”). Plaintiff Craw named the Oakhill Defendants (as defined herein) as defendants, along with Hometown Oak Point. Plaintiff Craw, on behalf of herself and other similarly situated individuals, made the following claims in the Complaint: (1) against all defendants for violation of the Massachusetts Consumer Protection Act, General Laws c. 93A, § 9; and (2) against Hometown Oakhill (as defined herein) and Hometown Oak Point for breach of contract. Additionally, on behalf of herself only, she asserted a claim against Hometown Management and Hometown Oakhill for violation of the Massachusetts Quiet Enjoyment Statute, Mass. General Laws c. 186, § 14.

B. The Defendants (as defined herein) timely removed the Action to this Court on October 15, 2018.

C. Plaintiff Craw filed a first amended class action complaint for injunctive relief and damages (the “First Amended Complaint”) on October 31, 2018. The First Amended Complaint again named Plaintiff Craw as a named plaintiff and alleged that she had resided in Oakhill for more than ten years. The First Amended Complaint added Plaintiff Shurtleff as a named plaintiff, and alleged that Plaintiff Shurtleff had lived in the Oak Point Manufactured Housing Community (“Oak Point”) for more than ten years. Plaintiff Craw and Plaintiff Shurtleff claimed, *inter alia*, that: (1) Defendants had a “Policy” of placing on the residents of the Oakhill and Oak Point manufactured housing communities the burden of “maintaining, repairing and replacing the permanent improvements built into the land on those residents’ leased home sites;” (2) “Hometown has attempted to saddle its residents with the responsibility for such home-site infrastructure,” including “the cement slab upon which many residents’ homes sit, the paved walkways and driveways leading from each home to the street and the underground sprinkler systems which water the grass on rented home sites;” (3) many residents had “leased home sites [] routinely inundated with water because cement slabs or paved walkways and driveways have not been graded properly or because the land on which their homes sit has not otherwise been adequately maintained so as to repel water away from residents’ homes;” (4) Defendants had “collected millions of dollars in home-site rent from Oakhill and Oak Point residents that should have been spent on services related to the maintenance of home-site infrastructure;” (5) Plaintiff Shurtleff has lived at Oak Point for over ten years and for “most – if not all – of Ms. Shurtleff’s tenure at Oak Point, substantial amounts of water have accumulated on her leased home site after rainstorms because the structures built into the home site – such as the foundation slab on which her home

sits – have not been properly graded or otherwise maintained to repel water away from the home site but rather cause the water to accumulate there;” (6) such “water accumulation has consistently flooded the crawl space beneath Ms. Shurtleff’s home and has resulted in substantial damage to her house,” and “Oak Point management has not agreed to repair the substantial damage that the ongoing water accumulation has caused to Ms. Shurtleff’s home;” (7) Plaintiff Shurtleff “hired someone to document by video the conditions under her home – conditions which included, among other problems, substantial rusting to the support beams holding up Ms. Shurtleff’s house as well as colored substances which Ms. Shurtleff fears may be mold;” and finally, (8) the Court should enter an order “awarding to Plaintiffs and the members of the Putative Class the actual, incidental, consequential and multiple damages suffered by them” Plaintiffs claimed to “bring their claims on behalf of . . . a putative class of more than 1,000 current and former resident-households of the Oakhill and Oak Point manufactured housing communities that have lived in either community at any time since September of 2012 (“Putative Class”).” Plaintiffs, on behalf of themselves and others similarly situated, made the following claims: (1) Count One, against all Defendants, alleging the Policy and other actions constituted a violation of the Manufactured Housing Act, Mass. General Laws c. 140, § 32L, and the Policy’s implementation constituted a violation of the Consumer Protection Act, Mass. General Laws c. 93A, § 9; (2) Count Two, against all Defendants, alleging the Policy, implementation of the Policy and other actions constituted a violation of the Consumer Protection Act, Mass. General Laws c. 93A, §§ 2 and 9; and (3) Count Three, against Hometown Oakhill and Hometown Oak Point, alleging breach of contract. Plaintiffs also brought Count Four against Hometown Oakhill, Hometown Oak Point, and Hometown Management, solely on behalf of themselves, alleging that the Policy, implementation

of the Policy and other actions violated the Quiet Enjoyment Statute, Mass. General Laws c. 186, § 14.

D. On November 21, 2018, Defendants filed a motion to dismiss for failure to state a claim.

E. On December 14, 2018, Plaintiffs filed a motion for partial summary judgment as to liability on Counts I and II of the First Amended Complaint.

F. The parties fully briefed the motion to dismiss. The Court heard oral argument on the motion to dismiss on February 28, 2019. The parties thereafter filed supplemental memoranda regarding the motion to dismiss.

G. On March 21, 2019, the Court denied the Defendants' motion to dismiss in its entirety.

H. On April 5, 2019, the Court denied Plaintiffs' motion for partial summary judgment without prejudice to renew, prior to the close of discovery, on or before May 6, 2019.

I. The parties then engaged in extensive discovery. Nine depositions were taken and over 75,000 pages of documents were exchanged. Defendants submitted thirteen different expert reports. Three motions for protective order have been filed, briefed, and decided by the Court.

J. Plaintiffs filed a second motion for partial summary judgment on May 3, 2019. Defendants filed a Fed. R. Civ. P. 56(d) declaration in response to that motion on May 17, 2019. Plaintiffs filed a reply brief in support of that motion on May 24, 2019. Defendants filed a sur-reply on May 31, 2019. The Court denied that motion for partial summary judgment without prejudice on August 8, 2019, allowing its renewal at the close of discovery.

K. On November 8, 2019, Plaintiffs filed a motion for leave to file a second amended complaint. Plaintiffs' motion proposed, *inter alia*, that the Manufactured Home Federation of

Massachusetts, Inc. be substituted as a class representative for Plaintiff Shurtleff. On February 26, 2020, the Court – by agreement of the parties – denied Plaintiffs’ motion for leave to file a second amended complaint “without prejudice to renewal within 30 days after a decision on the summary judgment motions” so that the parties could focus their efforts on anticipated summary judgment motion practice.

L. Beginning in March 2020, the parties began requesting extensions of time for the scheduling order, and in particular the operative summary judgment briefing schedule, so that they could engage in settlement discussions. This Court granted eight such extensions between March of 2020 and December of 2020. During this time, the parties first focused on negotiating a partial settlement of this Action concerning the allegations of the First Amended Complaint that involve the Oakhill Manufactured Housing Community. When such a partial settlement of this action appeared reasonably likely to occur, the Court granted the parties’ Joint Motion to Stay this litigation as it pertained to the claims in the First Amended Complaint involving Oakhill, to allow the parties to consummate a partial settlement of those claims.

M. The Settling Oakhill Parties (as defined herein) filed a Settlement Agreement regarding Oakhill with the Court on May 6, 2021 (Doc. 171-1). This Court conducted a Fairness Hearing on that Oakhill settlement on September 14, 2021. This Court entered a Partial Order and Judgment Pursuant to Rule 54(b) as to the Oakhill Settlement on September 23, 2021 (Doc. 217).

N. After a settlement regarding Oakhill was reached in principle in or around November 2020, and while the parties were engaged in the process of drafting the Oakhill Settlement Agreement and seeking approval of the Oakhill settlement from this Court, the parties focused on attempting to reach a settlement of the remaining claims in the Action regarding Oak Point. The parties sought settlement help and direction from a mediation attorney, Paul Finn, to

reach a settlement of the remaining claims in the Action regarding Oak Point. The parties engaged in a two-day virtual mediation with Mr. Finn on April 20-21, 2021 that was not successful.

O. Two days later, Plaintiff Shurtleff filed a Third Motion for Partial Summary Judgment on April 23, 2021, with over 1000 pages of exhibits. On June 10, 2021, the Oak Point Defendants filed a Motion for Summary Judgment as to the claims regarding Oak Point with over 350 pages of exhibits. Also on June 10, 2021, the Oak Point Defendants filed a Motion to Strike Expert Opinions of Plaintiffs' Expert. The Settling Oak Point Parties fully briefed all of those motions.

P. On the date of the Fairness Hearing regarding the Oakhill Settlement, the Settling Oak Point Parties resumed their settlement negotiations regarding Oak Point. After more than one year of hard-fought and arms-length negotiations, the Settling Oak Point Parties have finally reached this Settlement. The Settling Oak Point Parties, and their counsel, took into account: (1) the merits of the First Amended Complaint as to claims arising from or relating to Oak Point or the lack thereof; (2) the strength of Plaintiff Shurtleff's and the proposed Class Members' case compared to the amount of the Oak Point Defendants' settlement offer; (3) the evidence and information adduced through discovery, investigation and the informal exchange of information through mediation; (4) the applicable law; (5) the time, expense and effort necessary to litigate the Action to conclusion; (6) possibilities of success weighed against the possibilities of loss; (7) the range of potential judgment values, if any should be awarded; (8) the complexity of the issues in the Action; (9) the risks inherent in protracted litigation; (10) the magnitude of benefits to be gained from immediate settlement in light of both the maximum potential of a favorable outcome with the attendant expense and likelihood of an unfavorable outcome; (11) the possibility of no recovery to any Class Members whatsoever; (12) the merits of Plaintiff Shurtleff's and the Oak Point

Defendants' pending motions for summary judgment; (13) the fairness of benefits from an immediate settlement under all of the foregoing considerations; and (14) the stage of the proceedings. Substantial time and effort have been expended by the Settling Oak Point Parties and their counsel in negotiating this Settlement Agreement and the terms and conditions contemplated herein.

Q. In entering into this Settlement Agreement, the Oak Point Defendants have denied, and continue to deny, any liability or wrongdoing in connection with the claims made in the Action, and believe that such claims are without merit and that such claims are barred in whole or in part. The Oak Point Defendants further claim that, if contested, class certification would be denied. Nothing in this Agreement shall constitute or be construed as an admission of liability or wrongdoing by any Oak Point Defendant. Neither this Agreement (regardless of whether it becomes final), nor the Final Order and Judgment, nor any and all negotiations, documents, or discussions associated with them, nor any proceedings undertaken in accordance with the terms set forth herein including but not limited to any statements or representations made at the Fairness Hearing, shall be deemed or construed to be: (1) an admission or concession by any of the Oak Point Defendants (or evidence thereof) in any action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any court, arbitrator, administrative agency, regulatory body, governmental body, or any other body with authority, present or future, (2) evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by any Oak Point Defendant, or (3) evidence of the truth or validity of any of the claims or allegations contained in any complaint or any other pleading that Plaintiff Shurtleff or Class Members have or could have asserted or could not have asserted against the Oak Point Defendants. The Oak Point Defendants expressly deny any wrongdoing or liability whatsoever for any and all claims and allegations.

R. The Oak Point Defendants have concluded, however, that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the pending and potential claims of Plaintiff Shurtleff and the Class Members whom she seeks to represent, and thus to resolve the litigation as to the Released Claims. The Oak Point Defendants do not oppose, and agree to, certification of the Class *for settlement purposes only*, pursuant to Fed. R. Civ. P. 23(b)(2) for the Injunctive Relief Class, and pursuant to Fed. R. Civ. P. 23(b)(3) for the Damages Class. The certification for settlement purposes only in this Settlement should not be used to support any argument that the claims in the Action arising out of Oak Point should be certified as a class action in a contested proceeding.

S. Class Counsel has evaluated the Released Claims from a settlement perspective, considering the nature and extent of the alleged damages and the alleged liability of the Released Parties, and the costs of prosecuting claims in light of the risks of zero or limited recovery.

T. Plaintiff Shurtleff: (1) has agreed to serve as representative of the Oak Point Class and Settlement Class; (2) has been informed by her counsel of the duties and obligations of a class representative; (3) is familiar with the pleadings in the Action, and the results of the factual investigation undertaken by her counsel; (4) has been fully advised by such counsel as to the terms and effects of this Agreement, including the nature of the Released Claims, the potential for success if the Action were to be litigated to its conclusion, and the relief obtained by the Settlement; and (5) will support this Agreement's submission to the Court for both preliminary and final settlement approval.

U. The Settling Oak Point Parties, and their respective counsel, believe that the terms of this Settlement are fair, reasonable and adequate.

V. It is agreed that this Settlement shall not be deemed or be construed to be an admission, concession or evidence of any violation of any federal, state or local statute, regulation, rule or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever by the Released Parties, or of the truth or validity of any of the claims that have been asserted in the Action.

W. Moreover, neither this Agreement, nor any of its terms or provisions, nor any statement or document or action made or filed in connection herewith, nor the fact of this Agreement, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any of the Settling Oak Point Parties, shall be filed, referred to, offered as evidence or received in evidence, or otherwise used offensively against any of the Settling Oak Point Parties in any way, directly or indirectly, in any pending or future civil, criminal or administrative action, arbitration, governmental proceeding, or proceeding whatsoever; *provided, however* that: (1) the Settling Oak Point Parties may offer this Agreement in a proceeding to enforce the Agreement; and (2) any Oak Point Defendant or Released Party may also offer the Agreement: (a) in a proceeding to defend against the assertion of Released Claims; or (b) defensively in any court, administrative or governmental proceeding.

X. In light of the foregoing, the consensus of the Settling Oak Point Parties is that the Class Relief (as defined herein) proposed in this Settlement Agreement would result in substantial benefit to the Settlement Class Members (as defined herein) in the Action. Accordingly, as more fully described below, the Settling Oak Point Parties shall submit this Settlement Agreement and the exhibits attached hereto to the Court for approval, pursuant to the Settling Oak Point Parties' Joint Motion for Preliminary Approval of Proposed Class Action Settlement of the Oak Point Class and Plan of Allocation to be heard on the Court's docket as soon as practicable.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiff Shurtleff, on behalf of herself and on behalf of the Class, and the Oak Point Defendants, by and through their respective undersigned counsel that, subject to approval of the Court pursuant to Fed. R. Civ. P. 23(e), in consideration of the benefits flowing to the Settlement Class from the Settlement set forth herein, the Action and the Released Claims against the Oak Point Defendants shall be finally and fully compromised, settled, and released, and the claims in the Action of Plaintiff Shurtleff and the Settlement Class Members against the Oak Point Defendants shall be dismissed with prejudice and the Released Claims shall be finally and fully released as against the Released Parties, upon and subject to the terms and conditions of this Agreement, as follows.

The recitals stated above are contractual undertakings and hereby are made a part of this Agreement. The Parties acknowledge the accuracy of the foregoing recitals and expressly confirm their mutual reliance upon the same. The Parties further agree to honor, abide by, and be bound by the foregoing recitals, including any and all continuing and prospective undertakings and commitments described therein, as they are material components of the mutual consideration supporting this Agreement.

II. DEFINITIONS

As used in this Agreement and the attached exhibits (which are an integral part of this Agreement and are incorporated in their entirety by reference), the following terms have the following meanings, unless a section or subsection of this Agreement or its exhibits provides otherwise:

- A. “**AAA**” has the meaning set forth in Section III(C)(5)(d) of this Agreement.
- B. “**Action**” means the lawsuit captioned *Craw, et al. v. Hometown America, LLC, et al*, Case No. 18-cv-12149 (D. Mass).

C. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this Stipulation of Settlement and the attached exhibits.

D. “**Attorney’s Fees and Expenses**” means such funds as may be awarded by the Court to compensate Class Counsel for fees and expenses in connection with Plaintiff Shurtleff’s claims, made both individually and on behalf of the Class, and the Class claims in this Action arising out of and related to the Oak Point Manufactured Housing Community, as set forth in more detail in Section X herein.

E. “**CAFA**” has the meaning set forth in Section V(B)(4) of this Agreement.

F. “**CAFA Notice**” means the notice required by 28 U.S.C. § 1715(b) and described in Section V(B)(4) of this Agreement.

G. “**Claim Form**” means the document attached hereto as Exhibit A.

H. “**Claim Form Deadline**” means one hundred and twenty (120) days after the Preliminary Approval Order is entered by the Court.

I. “**Class**” and the “**Oak Point Class**” means all members of the Injunctive Relief Class, and all members of the Damages Class, including the Damages Class Members who file a timely and valid Request for Exclusion from the Damages Class pursuant to Section VII. The Class includes, but is not limited to, the persons listed on the Oak Point Known Residents List and the Oak Point Known Former Residents E-Mail List.

J. “**Class Benefit Fund**” means the Settlement Fund, less any Settlement Costs, as set forth in Section III. The Class Benefit Fund will be paid to Entitled Damages Class Members, according to the Plan of Allocation set forth in Exhibit B hereto.

K. “**Class Benefits**” or “**Class Relief**” means the monetary and injunctive relief given to the Settlement Class, as set forth in more detail in Section III herein.

L. **“Class Counsel”** means the attorney representing the Class and Plaintiff Shurtleff:

Ethan Horowitz
Northeast Justice Center
50 Island Street, Suite 203B
Lawrence, MA 01840
(978) 888-0624
ehorowitz@njc-ma.org

M. **“Class Counsel’s Motion for Attorney’s Fees and Expenses”** has the meaning set forth in Section X of this Agreement.

N. **“Class Member”** means a member of the Class.

O. **“Class Notice”** shall include Settlement Notice and Publication Notice to the Class, as set forth in Section V of this Agreement.

P. **“Class Representative”** means Plaintiff Joan Shurtleff.

Q. **“Class Representative Award”** is the award entered by the Court as set forth in Section III(D), to compensate Plaintiff Shurtleff for her role as representative of the Class.

R. **“Complaining Injunctive Relief Class Member”** means any Injunctive Relief Class Member who is a Current Resident or an Eligible Future Resident and who complains of any alleged non-compliance with the Injunctive Relief as provided for in Section III(C)(5), provided that such person must continue to reside at Oak Point at the time of such complaint, and provided further that (a) if and to the extent such person’s complaint seeks relief with the foundation maintenance requirements set forth in Section III(C)(3) as they apply to a particular home site, such person must be the homeowner and the tenant under the lease agreement for the affected home site, or must have obtained the homeowner’s and/or tenant’s express written joinder in the complaint, or must have obtained an express waiver or assignment of the homeowner’s and/or tenant’s rights with respect to the complaint; and (b) if and to the extent such person’s complaint seeks relief pursuant to the SWIP requirements set forth in Section III(C)(4) as they apply to a

particular home site, such person must be the tenant of that home site, or must have obtained the tenant's express written joinder in the complaint, or must have obtained an express waiver or assignment of the tenant's rights with respect to the complaint.

S. **"Court"** means the United States District Court for the District of Massachusetts.

T. **"Current Residents"** means all persons who were residents of Oak Point as of the Effective Date of this Settlement.

U. **"Damages Class"** or **"Damages Class Members"** means all Current Residents and all Former Residents, who resided at Oak Point at any point between September 25, 2012 and the Effective Date of this Settlement. The Damages Class expressly excludes all Eligible Future Residents (as they are eligible for only the Injunctive Relief provided by this Agreement).

V. **"Defendant"** or **"Defendants"** means any one or all of the defendants named in the Action (Hometown America, Hometown Management, Hometown Oakhill, and/or Hometown Oak Point).

W. **"Defendants' Counsel"** means all of the following representing Defendants as counsel:

W. Scott Simpson
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(617) 227-3030

X. **“Dispute Resolution Procedure”** has the meaning set forth in Section III(C)(5) of this Agreement.

Y. **“Effective Date”** means the date by which all of the Settling Oak Point Parties have signed this Agreement.

Z. **“Eligible Future Residents”** means all persons who come to reside at Oak Point both after the Effective Date of this Settlement and during the Judicially Enforceable Period.

AA. **“Entitled Damages Class Members”** means Damages Class Members who have not filed a timely and valid Request for Exclusion from the Damages Class, but who have filed a timely and valid Claim Form as determined in Section VI herein.

BB. **“Fairness Hearing”** means the hearing, following the Court’s entry of a Preliminary Approval Order and after the Settlement Administrator has given Class Notice, as described in Section XI, for the purposes of: (1) enabling the Court to make a final decision whether to approve this Agreement as fair, reasonable and adequate and in the best interests of Settlement Class Members; (2) determining that the Injunctive Relief Class should be certified pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure and that the Damages Class should be certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, in each case for settlement purposes only; (3) determining whether to enter the Final Approval Order approving the Settlement and dismissing all claims in the Action by Plaintiff Shurtleff and the Settlement Class Members against the Oak Point Defendants with prejudice; (4) determining whether to

release the Released Claims; and (5) ruling on any other matters as may be raised before the Court.

CC. **“Final Order and Judgment”** means the Court’s Order that is substantially similar to Exhibit F hereto, and which: (1) certifies the Injunctive Relief Class pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure and the Damages Class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, for settlement purposes only; (2) gives its full and final approval to this Settlement as fair, reasonable and adequate within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directs its consummation according to its terms; (3) dismisses all of the claims of Plaintiff Shurtleff and the Settlement Class Members against the Oak Point Defendants with prejudice, without costs, except that the individualized monetary damages claims (but not the claims for any injunctive or equitable relief) of Settlement Class Members who filed a timely and valid Request for Exclusion from the Damages Class will be dismissed without prejudice; (4) directs that all Releasors shall, by operation of law, be deemed to have released all Releasees from all Released Claims; (5) incorporates by reference the terms of the Injunctive Relief; (6) reserves exclusive jurisdiction over this Settlement to the Court, including the interpretation, administration, and consummation of this Settlement, any Attorney’s Fee and Expenses award, and any Class Representative award; (7) enjoins all Releasors from asserting any Released Claim against any Releasee; (8) enters an order on Class Counsel’s motion for Attorney’s Fees and Expenses and Class Representative Award; and (9) approves the Settlement Administrator’s Opt-Out List and rules that all of the Class Members on that list have filed a timely and valid Request for Exclusion from the Damages Class, and are not entitled to any portion of the Class Benefit Fund, but remain bound by this Settlement and its Release as members of the Injunctive Relief Class.

DD. **“Final Settlement Date”** means the date on which the last of the following with

respect to the Final Order and Judgment approving this Settlement Agreement has occurred:

1. if no appeal is taken from the Final Order and Judgment, then the date on which the time to appeal or permission to appeal therefrom has expired;
2. if an appeal has been taken from the Final Order and Judgment, then when:
 - (a) such appeal is finally dismissed prior to resolution by the applicable court; or (b) the Final Order and Judgment is affirmed in its entirety by the court of last resort to which such appeal may be taken, including petitions for rehearing or re-argument, petitions for rehearing *en banc*, and petitions for *certiorari* or any other form of review, or the time for such further review has expired; or (c) the Final Order and Judgment is modified, the Settling Oak Point Parties thereafter agree to the modifications in writing and withdraw any pending appeals, and such document is finally entered;
3. No Settling Oak Point Party has availed herself or itself of the right to terminate the Agreement pursuant to any provision herein, and all periods within which this Agreement may be terminated pursuant to any provision herein have expired.

EE. **“First Amended Complaint”** means the First Amended Class Action Complaint for Injunctive Relief and Damages that was filed in this Action.

FF. **“Former Residents”** means all persons who have resided at Oak Point at any point between September 25, 2012, and the Effective Date of this Settlement, but no longer reside at Oak Point as of the Effective Date of this Settlement.

GG. **“Hometown America”** means Hometown America, L.L.C.

HH. **“Hometown Management”** means Hometown America Management, L.L.C.

II. **“Hometown Oakhill”** means Hometown Oakhill, L.L.C.

JJ. **“Hometown Oak Point”** means Hometown Oak Point I, L.L.C. and Hometown Oak Point II, L.L.C.

KK. **“Injunctive Relief”** means the injunctive relief described in Section III(C) of, and Exhibits G and H to, this Agreement.

LL. **“Injunctive Relief Class”** or **“Injunctive Relief Class Members”** means all Current Residents and all Former Residents who resided at Oak Point at any point between September 25, 2012 and the Effective Date of this Settlement. In addition, All Eligible Future Residents shall automatically be included as members of the Injunctive Relief Class from and after the date when they come to reside at Oak Point following the Effective Date of this Settlement and during the Judicially Enforceable Period.

MM. **“Joint Motion for Preliminary Approval of Proposed Class Action Settlement of the Oak Point Class and Plan of Allocation”** has the meaning set forth in Section IV(A) of this Agreement.

NN. **“Judicially Enforceable Period”** means the period of ten (10) years from the Final Settlement Date, plus such additional time, if any, that may be granted by the Court for good cause upon the petition of a Complaining Injunctive Relief Class Member filed at any time at least six months prior to the expiration of such ten-year period. Any extension granted by the Court pursuant to a timely-filed petition shall extend the Judicially Enforceable Period only for the minimal additional time period that the Court deems to be reasonably necessary and appropriate in the interests of justice and in light of the circumstances then presented.

OO. **“Oak Point”** means the Oak Point Manufactured Housing Community.

PP. **“Oak Point Defendants”** means Hometown America, Hometown Management, and Hometown Oak Point.

QQ. The **“Oak Point Known Former Residents E-Mail List”** means the list of Former Residents’ e-mail addresses, as compiled by Hometown Oak Point based on its reasonably available lease records. This list does not provide an e-mail address for every Former Resident, and the parties mutually acknowledge that it may or may not be complete and accurate. The Class includes, but is not limited to, persons listed on the Oak Point Known Former Residents E-Mail List.

RR. The **“Oak Point Known Residents List”** means the list of Current Residents, their Oak Point addresses and dates of residence, as compiled by Hometown Oak Point based on its reasonably available lease records. It also includes known Former Residents with their last known Oak Point addresses and dates of residence as compiled by Hometown Oak Point based on its reasonably available lease records. The Class includes, but is not limited to, persons listed on the Oak Point Known Residents List. The Oak Point Known Residents List likely will not include every Current Resident or Former Resident, and the parties mutually acknowledge that it may or may not be complete and accurate.

SS. **“Oakhill”** means the Oakhill Manufactured Housing Community.

TT. **“Objection Deadline”** means 90 days after the date the Preliminary Approval Order is entered by the Court, as set forth in Section VIII herein, and is the final day by which a Settlement Class Member may make a timely and valid objection to the proposed Settlement.

UU. **“Opt-Out Deadline”** means 90 days after the Preliminary Approval Order is entered by the Court, as set forth in Section VII herein, and is the final day by which a Damages Class Member’s Request for Exclusion from the Damages Class must be mailed to the Settlement Administrator and postmarked to be valid.

VV. **“Opt-Out List”** means the list, prepared by the Settlement Administrator, of Damages Class Members who filed a timely and valid Request for Exclusion from the Damages Class, to be given to the Court prior to the Fairness Hearing for the Court’s approval in the Final Order and Judgment.

WW. **“Outstanding Settlement Funds”** has the meaning set forth in Section III(G) of this Agreement.

XX. **“Plaintiff Crow”** means plaintiff Barbara Crow.

YY. **“Plaintiff Shurtleff”** means plaintiff Joan Shurtleff.

ZZ. **“Plaintiffs”** mean Plaintiff Crow and Plaintiff Shurtleff.

AAA. **“Plan of Allocation”** means the plan for allocating the Class Benefit Fund to Entitled Damages Class Members, to be approved by the Court, as set forth in more detail in Exhibit B to this Agreement.

BBB. **“Preliminary Approval Order”** means the Order substantially in the form of Exhibit E to this Agreement, to be entered by the Court conditionally certifying the Settlement Class for settlement purposes only, granting preliminary approval of the proposed Settlement and directing that Class Notice be sent to the Class as contemplated in Section V of this Agreement.

CCC. **“Publication Notice”** means the notice substantially in the form of Exhibit D, and to be published by the Settlement Administrator as notice to Class Members as set forth in Section V.

DDD. **“Release”** means the release and waiver set forth in Section IX of this Agreement.

EEE. **“Released Claims”** has the meaning set forth in Section IX of this Agreement.

FFF. **“Releasees”** or **“Released Party(ies)”** means, jointly and severally, individually and collectively, the Oak Point Defendants and each of their past, present and future, direct or

indirect, parents (including intermediate and ultimate parents), subsidiaries, predecessors, divisions, affiliated companies, affiliates, partnerships, joint venturers, including all of their respective predecessors, successors, and assigns, and each and all of their respective past, present and future principals, partners, officers, directors, supervisors, employees, agents, stockholders, members, representatives, insurers, attorneys, heirs, executors, administrators, beneficiaries, and representatives of any kind, or any of them, including any person or entity acting on behalf of or for the benefit of or at the direction of any of the Oak Point Defendants.

GGG. **“Releasor,” “Releasers” or “Releasing Party”** means Plaintiff Shurtleff individually, as Class Representative and as a Settlement Class Member, and every other Settlement Class Member, anyone representing any Settlement Class Member or acting on his or her or its behalf or for his or her or its benefit, and those Settlement Class Members’ agents, attorneys, predecessors, successors, insurers, administrators, heirs, executors and assigns.

HHH. **“Request for Exclusion from the Damages Class”** means a properly completed and timely postmarked request from a Damages Class Member to be excluded from the Damages Class, as described in Section VII of this Agreement. Class Members may not request exclusion from the Injunctive Relief Class.

III. **“Settlement Administrator”** means any third-party administrator who Class Counsel and Defendants’ Counsel agree upon with the Court’s approval to help implement the terms of this Agreement.

JJJ. **“Settlement Class” or “Settlement Class Members”** means: (1) all Class Members in the Injunctive Relief Class, and (2) all Class Members in the Damages Class who do not file a timely and valid Request for Exclusion from the Damages Class as provided in Section VII of this Agreement.

KKK. **“Settlement Cost Contribution”** means the one-time \$50,000 payment that the Oak Point Defendants shall pay to the Settlement Administrator, to pay the first \$50,000 of Settlement Costs, as set forth in Section III(B)(1) of this Agreement.

LLL. **“Settlement Costs”** means the costs of Class Notice (including but not limited to updating addresses, mailing and e-mailing Settlement Notice, and Publication Notice) and settlement administration, including but not limited to the Settlement Administrator’s fees and expenses, the fees and expenses of any Class Notice expert, costs and expenses associated with operating, maintaining or investing the Settlement Fund, taxes on the earnings of the Settlement Fund and any expenses associated therewith, and any other costs of administering this Settlement.

MMM. **“Settlement Fund”** has the meaning set forth in Section III(B)(1) of this Agreement.

NNN. **“Settlement Notice”** means the notice of class action settlement in substantially the form attached as Exhibit C hereto, to be mailed by the Settlement Administrator to all persons on the Oak Point Known Residents List for whom the Settlement Administrator is able to locate a current address, and to be e-mailed by the Settlement Administrator to all persons on the Oak Point Known Former Residents E-Mail List for whom the Oak Point Defendants have email addresses, upon entry of the Preliminary Approval Order, advising the Class Members of the Settlement and the right to opt-out of the Damages Class, as set forth in more detail in Section V of this Agreement.

OOO. **“Settling Oakhill Parties”** mean Plaintiff Crow, individually and as class representative of the Oakhill class, and Hometown America, Hometown Management, and Hometown Oakhill.

PPP. **“Settling Oak Point Parties”** mean Plaintiff Shurtleff, individually and as Class Representative of the Class and the Settlement Class, and the Oak Point Defendants.

QQQ. “**Stormwater O&M Program**” has the meaning set forth in Section III(C)(4) of this Agreement and Exhibit H to this Agreement.

RRR. “**SWIP**” has the meaning set forth in Section III(C)(4) of this Agreement and Exhibit G to this Agreement.

SSS. “**Updated Address**” has the meaning set forth in Section V(B)(1)(a) of this Agreement.

III. SETTLEMENT RELIEF

A. Overview of Settlement Relief.

In consideration for the promises and obligations contained herein and the full and final release, settlement, and discharge of Released Claims against the Released Parties, the Settling Oak Point Parties have agreed to the following Class Relief. This Settlement provides that a non-opt-out, Injunctive Relief Class should be certified pursuant to Federal Rule of Civil Procedure 23(b)(2). The Injunctive Relief Class will receive the Injunctive Relief set forth below in Section III(C). This Settlement also provides that a Damages Class should be certified pursuant to Federal Rule of Civil Procedure 23(b)(3), with opt-out rights as set forth in Section VII herein. The Damages Class will receive the Injunctive Relief, and in addition thereto, Entitled Damages Class Members will receive the Class Benefit Fund set forth below in Section III(B) pursuant to the Plan of Allocation attached as Exhibit B.

B. Settlement Fund and Settlement Cost Contribution.

1. The Oak Point Defendants shall pay a \$4,300,000 non-reversionary settlement fund (the “Settlement Fund”) to, along with the Injunctive Relief, settle the claims in the Action by Plaintiff Shurtleff and Damages Class Members against the Settling Oak Point Parties, and obtain the Release of all Released Claims against the Released Parties. Within ten (10) days after the Final Settlement Date, the Oak Point Defendants shall provide the Settlement

Fund to the Settlement Administrator to be held in escrow. The Oak Point Defendants will also pay \$50,000 to the Settlement Administrator as a Settlement Cost Contribution, which the Settlement Administrator shall use to pay the first \$50,000 of Settlement Costs. The Oak Point Defendants will pay the Settlement Cost Contribution within five (5) days after the Court's issuance of the Preliminary Approval Order. The Settlement Fund shall be used to pay all remaining Settlement Costs after the Settlement Cost Contribution is depleted. After all Settlement Costs have been paid, the remaining fund, or Class Benefit Fund, shall be paid to Entitled Damages Class Members, under the terms of the Plan of Allocation attached as Exhibit B. If the Court approves the Plan of Allocation as well as this proposed Settlement, the Settlement Administrator shall pay the Class Benefit Fund to Entitled Damages Class Members in accordance with the Plan of Allocation. The Settling Oak Point Parties agree that the Plan of Allocation is subject to the Court's approval. The Settling Oak Point Parties further agree that the Settlement Administrator has sole, final, and binding authority in making decisions regarding whether a claimant is an Entitled Damages Class Member and as to the amount awarded to each Entitled Damages Class Member based on that Court-approved Plan of Allocation. There will be no appeal from or request for reconsideration of the Settlement Administrator's decision as to the amount that any Entitled Damages Class Member receives from the Class Benefit Fund under the Court-approved Plan of Allocation, or as to whether any claimant is an Entitled Damages Class Member.

2. The Oak Point Defendants, their counsel, and all Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Settlement Fund or the Class Benefit Fund, the Plan of Allocation, the determination, administration and/or calculation of claims made by Damages Class Members for their portion of the Class Benefit Fund, the decision that a Settlement Class Member is or is not an

Entitled Damages Class Member, the payment or withholding of taxes on payments made to Entitled Damages Class Members or on the Class Benefit Fund, or any losses incurred in connection therewith.

C. Injunctive Relief.

1. Designation of Respondents and Notice of Claims for Injunctive Relief.

The responsibility for satisfying any obligation due to any Class Member pursuant to the Injunctive Relief provisions of this Agreement, including without limitation the Dispute Resolution Procedure set forth at Section III(C)(5), is assigned specifically, entirely, and exclusively to Hometown Oak Point, based on the status of Hometown Oak Point I, L.L.C. and Hometown Oak Point II, L.L.C., respectively, as the responsible landowners and licensed community operators of record for Oak Point. Notice of any claim asserted against Hometown Oak Point pursuant to the below-described Dispute Resolution Procedure must be sent, either by overnight or First Class U.S. mail, or by hand delivery or overnight carrier with a signed receipt required to confirm delivery, to the following addresses:

Hometown Oak Point
c/o CT Corporation
155 Federal Street, Suite 700
Boston, MA 02110

With a copy to:

Hometown Oak Point Community Manager
200 Oak Point Drive
Middleborough, MA 02346

For the parties' convenience and the avoidance of doubt, any notice of claim under the Dispute Resolution Procedure that is received at the above-specified addresses shall be deemed to have been effectively sent to Hometown Oak Point, regardless of whether any other Oak Point Defendant(s) is/are designated by the claimant as the recipient(s) of the notice. Further, for the

sake of simplicity and to avoid unnecessary confusion, error, or dispute, Hometown Oak Point I, L.L.C., and Hometown Oak Point II, L.L.C. may jointly respond as “Hometown Oak Point” to any notice of claim asserted under the Dispute Resolution Procedure and shall be treated as a single responding party, and the sole responding party, for purposes of all proceedings with respect to the same. Notwithstanding any other provision of this Settlement, Hometown America and Hometown Management will become jointly and severally responsible for undertaking Hometown Oak Point’s obligations under Section III(C) of this Settlement for so long as Hometown Oak Point or another affiliate of Hometown America or Hometown Management continues to own Oak Point, should Hometown Oak Point become unwilling or unable to undertake such obligations.

2. Inclusion of Notice of Settlement in New Lease Agreements.

For all new Oak Point home site tenancies that are entered into following the Effective Date, Hometown shall include a disclosure substantially in the form of the disclosure provided below as an addendum to its standard lease agreements:

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that all residents of the Oak Point home site that is the subject of this Lease Agreement are eligible for the benefits and subject to the requirements of the injunctive relief provisions of a judicially-approved class action settlement in the case of *Craw, et al. c. Hometown America, LLC, et al.*, Case No. 18-CV-12149-LTS (D. Mass.), from and after the date when they come to reside at Oak Point and for the remainder of the Judicially Enforceable Term of the settlement. In summary, but without limitation, the settlement imposes on Hometown (a) a specified maintenance duty with respect to the foundations slabs at Oak Point home sites; (b) a duty to implement the Oak Point Surface Water Inspection Program, as described in the settlement agreement; and (c) a duty to implement the Oak Point Stormwater Management System Operation & Maintenance Program; as described in the settlement agreement. In addition, and without limitation, the settlement requires all Oak Point residents having any complaints pertaining to these duties to comply with specified dispute resolution procedures, including binding arbitration, which provide the exclusive remedies for any such complaints. A copy of the class

action settlement agreement may be obtained upon request from the Hometown Oak Point Clubhouse Office.

3. Foundation Slabs at Class Members' Home Sites ("Injunctive Relief 1").

During the Judicially Enforceable Period Hometown Oak Point will assume, for the benefit of the Injunctive Relief Class, the generalized duty to ensure that the foundation slabs (sometimes called "pads") at the Oak Point home sites that are leased by Injunctive Relief Class Members provide adequate structural support for the Injunctive Relief Class Members' manufactured homes installed at those home sites. Injunctive Relief Class Members who believe that Hometown Oak Point is not complying with the foundation maintenance requirement of Injunctive Relief 1 will not be permitted to bring judicial action for such non-compliance. Rather, Complaining Injunctive Relief Class Members may raise such claims during the Judicially Enforceable Period, but only through the Dispute Resolution Procedure set forth in Section III(C)(5) below, as it applies to the foundation maintenance requirement of Injunctive Relief 1.

4. The SWIP and the Stormwater O&M Plan ("Injunctive Relief 2").

Hometown Oak Point will assume, for the benefit of the Injunctive Relief Class during the Judicially Enforceable Period, a duty to implement (A) the Oak Point Surface Water Inspection Program ("SWIP") (the key terms of which are outlined below, and set forth in full in Exhibit G hereto); and (B) the Oak Point Stormwater Management System Operation & Maintenance Program (the "Stormwater O&M Plan") (the key terms of which are outlined below, and set forth in full in Exhibit H hereto). Injunctive Relief Class Members who believe that Hometown Oak Point is not complying with its SWIP obligations will not be permitted to bring any judicial action for such non-compliance. Rather, Complaining Injunctive Relief Class Members may pursue SWIP-related compliance claims during the Judicially Enforceable Period, but only through the Dispute Resolution Procedure as set forth in Section III(C)(5) below. Injunctive Relief Class

Members who believe that Hometown Oak Point is not complying with its obligations under the Stormwater O&M Plan during the Judicially Enforceable Period shall be permitted to bring judicial action for such non-compliance in the Court, but only after they have completed the portion of the Dispute Resolution Procedure that applies to Stormwater O&M Plan-related compliance claims.

(a) The SWIP.

The SWIP is set forth in the document entitled “The Oak Point Surface Water Inspection Program (“SWIP”): A Reference Guide,” attached as Exhibit G hereto, and entails the following elements: (A) periodic community-wide program outreach communications by Hometown Oak Point to Oak Point residents; (B) a simple and convenient process for the initiation of resident participation in the program; (C) an initial home site visit and basic fact-gathering by Oak Point staff upon receipt by Hometown Oak Point of a drainage complaint or inspection request; (D) a home site visit and drainage assessment by a licensed professional civil engineer qualified in stormwater management; (E) the preparation and delivery of a written report and recommendation(s) by the inspecting engineer; (F) the implementation of site-specific plan for corrective action by qualified construction contractors, if and as necessary; (G) follow-up confirmation and close-out by Oak Point staff upon the successful completion of any necessary corrective action; (H) program tracking, documentation, periodic status reporting, with site-specific follow-up, as needed; and (I) annual reporting on the program implementation. During the Judicially Enforceable Period, Hometown Oak Point shall share the annual SWIP reports with the Town of Middleborough’s Health Officer and the President of the Oak Point Homeowners Association, with copies filed with the Court and provided to Class Counsel, and copies provided upon request to any Oak Point resident at the Oak Point Clubhouse Office.

(b) The Stormwater O&M Plan.

The Stormwater O&M Plan is set forth in the document entitled “Oak Point Stormwater Management System Operation & Maintenance Program,” attached as Exhibit H hereto, which was prepared on behalf of Hometown Oak Point with the assistance of a licensed professional civil engineer qualified in stormwater management. The Stormwater O&M Plan: (A) generally identifies and describes the pertinent components of the Oak Point Stormwater Management System; (B) specifies the required operation, maintenance, and management activities for each component; (C) sets forth a proposed schedule for the performance of all such activities, based on an engineer’s community-specific assessment of Oak Point’s existing stormwater management infrastructure; and (D) includes site layout plans showing the locations of all stormwater management structures in Oak Point that are to be maintained pursuant to the Stormwater O&M Plan (but not showing the drainage swales, non-structural “country drainage” arrangements, and/or other topographical conditions that are a functional part of the overall stormwater management system). During the Judicially Enforceable Period, the Stormwater O&M Plan may be reasonably modified from time to time, based on practical experience and in accordance with the recommendations and guidance of a licensed professional civil engineer qualified in stormwater management. During the Judicially Enforceable Period, and except as otherwise specifically provided by this paragraph, notice of any proposed substantial modification of the Stormwater O&M Plan shall be provided to all Oak Point residents, the Town of Middleborough’s Health Officer, Class Counsel and the Court. Upon receipt of notice of any proposed substantial modification of the Stormwater O&M Plan during the Judicially Enforceable Period, Complaining Injunctive Relief Class Members shall have thirty (30) days to file a written objection with the United States District Court challenging such proposed substantial modification. If no objection is timely filed, the proposed modification shall be automatically approved and incorporated into

the Stormwater O&M Plan upon the expiration of the period for filing objections. If any objection is timely filed, Hometown Oak Point shall then have thirty (30) days, or such additional time as the parties may agree or the Court may allow, to file a response to the objection setting forth the justification for the proposed substantial modification to the Stormwater O&M Plan, and the Court will determine the permissibility of the proposed substantial modification in the absence of agreement between the parties regarding the same. Notwithstanding the foregoing, Hometown Oak Point shall be permitted to implement substantial modifications to the Stormwater O&M Plan prior to the judicial or other resolution of any timely-filed objection in the event Hometown Oak Point determines that sooner action is required to address exigent circumstances, conditions affecting health and safety, or Acts of God. If a Complaining Injunctive Relief Class Member contends that any modification to the Stormwater O&M Plan made without notification constitutes a “substantial modification” for which notice and opportunity to object was required and not provided, then the Complaining Injunctive Relief Class Member may initiate an enforcement proceeding against Hometown Oak Point in the Court only after engaging in the applicable portion of the Dispute Resolution Procedure set forth in Section III(C)(5) below. Neither the modification, if any, of foundation systems or crawlspaces that pertain to particular home sites nor the modification, if any, of the Oak Point stormwater management system through the addition, removal, repair, or alteration of individual structural components of the drainage arrangements that service particular home sites pursuant to the SWIP, as provided by this Agreement, shall be deemed to constitute a substantial modification of the Stormwater O&M Plan. During the Judicially Enforceable Period, Hometown Oak Point shall submit an annual report to Class Counsel, Oak Point Residents, the Town of Middleborough’s Health Officer and the Court that certifies and summarizes compliance with the terms of the Stormwater O&M Plan during the

pertinent reporting period, and that attaches a then-current copy of the Stormwater O&M Plan site drawings that illustrate all additions, removals, or relocations of stormwater management infrastructure components (including without limitation individual structural components of the drainage arrangements that service particular home sites), as implemented pursuant to SWIP or as otherwise permitted since the last annual Stormwater O&M Plan report.

5. Dispute Resolution Procedure.

(a) Initial Procedure for Foundation Maintenance Claims.

With respect to the foundation maintenance requirement of Injunctive Relief 1, any Complaining Injunctive Relief Class Member who asserts non-compliance with such requirement may initiate the pursuit of resolution of the matter only by providing written notice of a foundation maintenance claim to Hometown Oak Point at the notice addresses specified in Section III(C)(1) of this Agreement. Such notice shall include (A) the date of the notice; (B) the name and Oak Point address of the complaining person; (C) a statement of the basis for the complainant's contention that the foundation supporting the pertinent manufactured home at Oak Point is not providing adequate structural support for the home; (D) a certification that the Complaining Injunctive Relief Class Member is the homeowner and the tenant under the lease agreement for the affected home site, or has obtained the homeowner's and/or tenant's express written joinder in the notice, or has obtained an express waiver or assignment of the homeowner's and/or tenant's rights, together with reasonable evidence of the same, as applicable; and (E) such other information, if any, as the complainant may wish to include with the notice for consideration. Hometown Oak Point will respond in writing to any such notice of a foundation maintenance complaint within thirty (30) days, or within such additional time, if any, as the parties may agree will be allowed. If Hometown Oak Point determines, in its sole discretion, that an engineering assessment and/or corrective action is necessary and appropriate to address the complaint, it shall

provide the same. Only if the Complaining Injunctive Relief Class Member is not satisfied after the completion of all engineering assessments/corrective actions provided by Hometown Oak Point, if any, may the Complaining Injunctive Relief Class Member then enter into the below-described mediation/binding arbitration procedures with respect to any claim based on the foundation maintenance requirement of Injunctive Relief 1.

(b) Initial Procedure for SWIP Compliance Claims.

With respect to the SWIP component of Injunctive Relief 2, following the full implementation of all site-specific engineer-recommended corrective actions that Hometown Oak Point has agreed to perform at any Complaining Injunctive Relief Class Member's home site, if any, if an affected Complaining Injunctive Relief Class Member is not satisfied, Hometown Oak Point shall then be allowed, at its option and in its sole discretion, to perform within a reasonable time two (2) additional engineering assessments/corrective action implementations (three [3] total), or as many additional engineering assessments/corrective action implementations as Hometown Oak Point and the Complaining Injunctive Relief Class Member may jointly agree are appropriate in the circumstances. Only if the Complaining Injunctive Relief Class Member is not satisfied after the completion of the permitted number of engineering assessments/corrective actions may the Complaining Injunctive Relief Class Member then enter into the below-described mediation/binding arbitration procedures with respect to any claim based on the SWIP component of Injunctive Relief 2.

(c) Initial Procedure for Stormwater O&M Plan Compliance Claims.

With respect to the Stormwater O&M Plan compliance requirement of Injunctive Relief 2, any Complaining Injunctive Relief Class Member who asserts non-compliance with such requirement may initiate the pursuit of resolution of the matter only by providing written notice of a Stormwater O&M Plan compliance claim to Hometown Oak Point at the notice addresses

specified in Section III(C)(2) of this Agreement. Such notice shall include (A) the date of the notice; (B) the name and Oak Point address of the Complaining Injunctive Relief Class Member; (C) a statement of the basis for the Complaining Injunctive Relief Class Member's contention that Hometown Oak Point has failed to comply with the Stormwater O&M Plan; and (D) such other information, if any, as the Complaining Injunctive Relief Class Member may wish to include with the notice for consideration. Hometown Oak Point will respond in writing to any such notice of a Stormwater O&M Plan compliance complaint within thirty (30) days, or within such additional time, if any, as the parties may agree will be allowed. If Hometown Oak Point determines, in its sole discretion, that any O&M activity is necessary and appropriate to address the complaint, it shall confirm its intention to perform such O&M activity by a specified date in the initial response to the notice of claim, and shall complete the performance of such O&M activity as soon thereafter as reasonably practicable. If the Complaining Injunctive Relief Class Member is not satisfied by the response and performance provided by Hometown Oak Point, if any, the Complaining Injunctive Relief Class Member may then initiate and pursue an enforcement proceeding against Hometown Oak Point in the Court with respect to any claim based on the Stormwater O&M Plan requirement of Injunctive Relief 2.

(d) Mediation and Binding Arbitration Procedures for Foundation Maintenance and SWIP Claims.

To pursue any claim with respect to the foundation maintenance requirement of Injunctive Relief 1 and/or the SWIP component of Injunctive Relief 2 that remains unresolved after completion of the Initial Procedure(s) described in Section III(C)(5)(a) and/or (b) above, as applicable, the Complaining Injunctive Relief Class Member shall present a written demand for performance and/or monetary relief that includes any and all supporting documents for the demand, including but not limited to photographs, timelines, correspondence, repair estimates, and

expert reports. Any demand with respect to the foundation maintenance requirement of Injunctive Relief 1 must include a certification that the Complaining Injunctive Relief Class Member is the homeowner and the tenant under the lease agreement for the affected home site, or has obtained the homeowner's and/or tenant's express written joinder in the demand, or has obtained an express waiver or assignment of the homeowner's and/or tenant's rights, together with reasonable evidence of the same, as applicable. Any demand with respect to the SWIP component of Injunctive Relief 2 must include a certification that the Complaining Injunctive Relief Class Member is the tenant under the lease agreement for the affected home site, or has obtained the tenant's express written joinder in the demand, or has obtained an express waiver or assignment of the tenant's rights, together with reasonable evidence of the same, as applicable. All demands shall be delivered to Hometown Oak Point at the notice addresses specified in Section III(C)(1) of this Agreement. The presentation of a written demand that complies with the foregoing requirements shall initiate and require a reasonable period of direct negotiations between Hometown Oak Point and the Complaining Injunctive Relief Class Member in a good-faith effort to resolve the dispute.

If such direct negotiations do not resolve the disputed claim after reasonable efforts, the Complaining Injunctive Relief Class Member will next engage in mediation with Hometown Oak Point under the following terms: (A) The Complaining Injunctive Relief Class Member and Hometown Oak Point will first attempt to mutually select a mediator; (B) If a mutual agreement regarding selection of mediator is not reached after reasonable efforts, the parties will apply to the American Arbitration Association ("AAA") to select a mediator in the Massachusetts area that has experience in both residential construction and consumer or landlord-tenant disputes; (C) Hometown Oak Point will assume the cost of mediator selection through AAA and mediator

compensation, and the Complaining Injunctive Relief Class Member will not be responsible for such costs under any circumstances.

If mediation pursuant to (A) – (C) above does not resolve the disputed claim, the Complaining Injunctive Relief Class Member will then submit the disputed claim to binding arbitration under the following terms: (1) arbitration will be handled by AAA pursuant to Home Construction Arbitration Rules for Level 3 disputes, with AAA to select an arbitrator from the Home Construction Arbitration panel who also has experience in consumer or landlord-tenant disputes; (2) the Complaining Injunctive Relief Class Member shall submit a Demand for Arbitration to AAA pursuant to the Home Construction Arbitration Rules for Level 3 Disputes within 180 days of the failed mediation; (3) the arbitration will be private, and the results of the same will be confidential; (4) Hometown Oak Point will assume the arbitration filing fee if and to the extent the amount demanded is at or less than \$999,999.99 (the Complaining Injunctive Relief Class Member will be responsible for the remaining portion of any filing fee in excess of the amount that would be imposed if the demand was \$999,999.99); (5) Hometown Oak Point will assume the reasonable compensation of the arbitrator; (6) the Complaining Injunctive Relief Class Member will bear the cost of his/her own attorney (if one is used); (7) the standard for adjudicating all disputes presented to an arbitrator pursuant to this subsection will be “reasonable performance under the circumstances” of a leased home site or corresponding home-site infrastructure; and (8) the arbitrator will apply applicable law (*i.e.*, federal, state, and local law, regulations, rules, and policies) in such proceedings, both to determine what elements of a home site are the responsibility of Hometown Oak Point or the Complaining Injunctive Relief Class Member as well as to determine whether such elements are reasonably performing under the circumstances. All such arbitrations will be held in Middleborough, Massachusetts, unless the complaining Injunctive

Relief Class Member and Hometown Oak Point agree to another location. To the extent the arbitrator awards the resident prospective relief requiring future performance by Hometown Oak Point, such will be set forth in a written, reasoned, and enforceable award. In no event shall the arbitrator grant prospective relief upon any foundation maintenance or SWIP claim that requires any substantial modification of the Stormwater O&M Plan.

Notwithstanding any contrary provision of the Home Construction Arbitration Rules, Hometown Oak Point will not be permitted to assert any counterclaims or claims for affirmative relief (including attorneys' fees or costs) against the Complaining Injunctive Relief Class Member in the arbitration of any foundation maintenance or SWIP claim. Hometown Oak Point will be permitted to assert any and all available affirmative defenses, however, including any affirmative defenses that, if proven, will operate as an offset to damages alleged in the arbitration or assert claims against a Complaining Injunctive Relief Class Member for affirmative relief in a separate proceeding in a court of competent jurisdiction.

(e) Settlements of Claims Subject to the Dispute Resolution Procedure.

All settlement agreements entered into between Hometown Oak Point and any Complaining Injunctive Relief Class Member who invokes the above-described mediation and/or arbitration provisions of this Dispute Resolution Procedure shall include (A) confidentiality and non-disparagement provisions that prevent a Complaining Injunctive Relief Class Member from making or posting, either directly or through others, any public statements (including statements on any social media platforms) regarding the terms of any settlement and any released claims, but not otherwise prohibiting a Complaining Injunctive Relief Class Member from making any claims or grievances in any public proceeding; (B) a provision stating that to the extent the complaining Injunctive Relief Class Member's home has sustained property damage, sums paid in settlement

by Hometown Oak Point are intended to make repairs to the home and thus relieve Hometown Oak Point and all other Oak Point Defendants of all liability regarding repairs required to resolve such property damage; and (C) any other terms to which the parties to the settlement may agree.

D. Class Representative Award. Class Counsel may file one or more motions with the Court seeking a Class Representative Award in an amount not to exceed \$25,000 for Plaintiff Shurtleff for her services as class representative for the Class. Class Counsel may make such request in the body of the motion seeking the Preliminary Approval Order, the Final Order and Judgment or both. The purpose of such Class Representative Award will be to compensate Plaintiff Shurtleff for her efforts undertaken on behalf of the Settlement Class. The Oak Point Defendants will pay the Class Representative Award, as awarded and approved by the Court, in addition to the Settlement Fund, provided that in no event shall the Oak Point Defendants be required to pay Plaintiff Shurtleff more than \$25,000 as a Class Representative Award. Within thirty (30) days after the Final Settlement Date, the Oak Point Defendants shall pay the Class Representative Award to Plaintiff Shurtleff, by delivery to Plaintiff Shurtleff or to Class Counsel (at Plaintiff Shurtleff's election), in an amount not to exceed \$25,000, or any lesser amount, to be approved and awarded by the Court. If the Court awards a Class Representative Award greater than \$25,000, then the Settling Oak Point Parties agree that the Oak Point Defendants may declare this Settlement void within ten (10) days after such award.

E. Attorney's Fees and Expenses. Class Counsel may submit one or more applications to the Court for an award of reasonable attorney's fees plus reimbursement of expenses and costs reasonably and actually incurred in connection with this Action up to a combined total of \$1,000,000. Class Counsel may make such request in the body of the motion seeking the Preliminary Approval Order, the Final Order and Judgment or both. The Oak Point

Defendants will pay the reasonable attorney's fees, expenses and costs, as approved and awarded by the Court, in addition to the Settlement Fund, provided that in no event shall the Oak Point Defendants be required to pay Class Counsel more than \$1,000,000 total for attorney's fees, expenses and costs. Within thirty (30) days after the Final Settlement Date, the Oak Point Defendants shall pay Class Counsel up to a maximum of \$1,000,000, or any lesser amount representing reasonable attorney's fees, expenses and costs, as approved and awarded by the Court. If the Court awards Class Counsel more than \$1,000,000 in Attorney's Fees and Expenses, then the Settling Oak Point Parties agree that the Oak Point Defendants may declare this Settlement void within ten (10) days after such award.

F. No Further Payment. The Settling Oak Point Parties and their counsel expressly agree that under no circumstances whatsoever shall the Oak Point Defendants be responsible for paying any monies, benefits, costs, taxes, administrative costs, expenses or attorney's fees in settlement of the claims made by Plaintiff Shurtleff and the Settlement Class Members in this Action other than as expressly provided for by this Settlement Agreement, nor will the Oak Point Defendants be required to take any action or incur any liability or pay any expense or be required to do any other thing, except as expressly provided herein. If for any reason the Court orders the Oak Point Defendants to pay any monies, benefits, costs, taxes, administrative costs, expenses or attorney's fees in settlement of the claims of Plaintiff Shurtleff and the Settlement Class Members in this Action other than as expressly provided for herein, the Oak Point Defendants have the right to terminate this Settlement Agreement by giving notice to Class Counsel.

G. Uncashed Settlement Checks. The Settlement Administrator will mail checks to Entitled Damages Class Members. Settlement checks that are not cashed within 180 days after mailing of the initial check (or 60 days after mailing of a replacement check, if any) will be void

and the Settlement Administrator will, if deemed necessary, place a stop payment on the checks. Those who fail to timely cash their checks will be deemed to have waived irrevocably any right in or claim to their portion of the Class Benefit Fund, but the Agreement nevertheless will be binding upon them. The amount of the Class Benefit Fund represented by all such uncashed checks is referred to herein as “Outstanding Settlement Funds.” The Outstanding Settlement Funds, after payment of any outstanding Settlement Costs, will be disbursed to The Massachusetts Interest on Lawyers’ Trust Account Committee, 18 Tremont Street, Suite 1010, Boston, MA 02108-2316, as a *cy pres* award. By virtue of Court approval of this Agreement, this Agreement’s terms shall control over any principles of escheat or provisions of unclaimed property law. In no circumstances will any of the Settlement Fund or Outstanding Settlement Funds be retained by, or revert to, any Oak Point Defendant.

H. Settlement Administrator. The Settling Oak Point Parties shall jointly agree on and designate a Settlement Administrator for this Settlement and seek designation of the Settlement Administrator as such by the Court in the Preliminary Approval Order. The Oak Point Defendants will pay the Settlement Administrator the Settlement Cost Contribution within five (5) days following issuance of the Preliminary Approval Order. The remaining fees and expenses of the Settlement Administrator and Settlement Costs shall be paid from the Settlement Fund. In the event the Court does not give final approval to this Settlement, the Settlement Administrator shall immediately stop any and all activity on this case, and will not be paid any fees for activity taking place thereafter.

IV. REQUEST FOR PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT.

A. Within sixty (60) days of the signing of this Settlement Agreement, the Settling Oak Point Parties shall file the Settlement Agreement, with exhibits, and their Joint Motion for Preliminary Approval of Class Action Settlement of the Oak Point Class and Plan of Allocation

with the Court for preliminary approval. The Joint Motion for Preliminary Approval of Proposed Class Action Settlement of the Oak Point Class and Plan of Allocation will propose to the Court that (i) the Oak Point Class be composed of two classes; (ii) an Injunctive Relief Class be certified under Fed. R. Civ. P. 23(b)(2), with no opt-out rights, for purposes of the Injunctive Relief provided in the Settlement; and (iii) a Damages Class be certified under Fed. R. Civ. P. 23(b)(3), with opt-out rights, for purposes of the Class Benefit Fund set forth herein. It will also propose that the Court approve the Plan of Allocation simultaneously with the Settlement. The Settling Oak Point Parties will also submit to the Court a proposed agreed-upon Preliminary Approval Order substantially similar to the form attached hereto as Exhibit E.

B. The Settling Oak Point Parties will prepare a proposed schedule for the Court to approve the Settlement, which will include, but not be limited to, a proposed date for the Fairness Hearing, deadline for objections to the Settlement, deadline for Requests for Exclusion from the Damages Class, and other interim deadlines associated with approval of the Settlement.

C. Failure of the Court to preliminarily approve the proposed Settlement by entering a Preliminary Approval Order materially similar to the proposed Preliminary Approval Order attached hereto as Exhibit E shall be sufficient cause for the termination of this Settlement Agreement by any Settling Oak Point Party, but only after a conference is held with Class Counsel and Defendants' Counsel to attempt to resolve any issue delaying or preventing the Court's approval. Thereafter, if no such resolution occurs, written notification of termination of this Settlement Agreement shall be provided to Class Counsel and Defendants' Counsel by the terminating Settling Oak Point Party.

V. CLASS NOTICE.

A. Oak Point Known Residents List and Oak Point Known Former Residents E-Mail List.

The Oak Point Defendants shall compile and give to the Settlement Administrator and Class Counsel the Oak Point Known Residents List and the Oak Point Known Former Residents E-Mail List as soon as practicable after the signing of this Settlement Agreement, but no later than seven (7) days after the Preliminary Approval Order has been entered by the Court. The Oak Point Defendants shall have no obligation to search for Class Member information beyond compiling the Oak Point Known Residents List and Oak Point Known Former Residents E-Mail List based on information contained in its reasonably available lease files.

B. Notice Plan.

1. Class Notice.

(a) Updating addresses for Former Residents. Prior to mailing of the Settlement Notice, the Settlement Administrator shall run the list of Oak Point Former Residents identified on the Oak Point Known Residents List, and their former Oak Point addresses, through the U.S. Postal Service's National Change of Address Database for verification and correction of addresses ("Updated Address") to attempt to reduce the number of returned mail items. If the Settlement Administrator cannot obtain an Updated Address from the U.S. Postal Service's National Change of Address Database, then the Settlement Administrator shall run an address search (skiptrace) against the Lexis-Nexis address database, or comparable database, to try to obtain an Updated Address for Former Residents identified on the Oak Point Known Resident List. All Updated Addresses obtained at this stage by the Settlement Administrator for any Former Residents shall be provided to Class Counsel and Defendants' Counsel.

(b) U.S. Mail Notice. Within thirty (30) days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator shall send via U.S. mail the Claim Form and Settlement Notice, attached as Exhibits A and C hereto, to all Class Members whose current addresses are on the Oak Point Known Residents List, and to all Class Members who are Former Residents identified on the Oak Point Known Residents List for whom the Settlement Administrator is able to obtain an Updated Address. Such mailing will also include a postage prepaid envelope for use in returning Claim Forms.

(c) Returned Notices. If any Settlement Notice is returned as undeliverable with forwarding addresses provided, then the Settlement Administrator shall re-send the Settlement Notice to the forwarding address. For any Settlement Notice returned undeliverable without a forwarding address provided, the Settlement Administrator shall, if not done so already, run an address search (skiptrace) against the Lexis-Nexis address database, or comparable database, and re-send the Settlement Notice, Claim Form and prepaid envelope to any Updated Address obtained. All Updated Addresses obtained at this stage by the Settlement Administrator for any Former Residents shall be provided to Class Counsel and Defendants' Counsel.

(d) E-Mail Notice. Within thirty (30) days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator shall send via e-mail the Settlement Notice and Claim Form to all Class Members identified on the Oak Point Known Former Residents E-Mail List. The Settlement Administrator has no duty to update e-mail addresses or send any further Settlement Notice by e-mail other than set forth herein.

(e) Publication Notice. Within thirty (30) days after notice of the entry of the Preliminary Approval Order, the Settlement Administrator will begin Publication Notice,

substantially in the form attached as Exhibit D, to appear in the Boston Globe. Publication Notice will appear two times in consecutive weeks in the Boston Globe.

(f) No Additional Notice. The Settlement Administrator shall have no obligation to send out any Settlement Notice beyond what is identified in this Section.

2. Mailing of Class Notice by Error. The mere mailing of a Settlement Notice to a person who is not in the Class will not render such person a part of the Class or otherwise entitle that person to any portion of the Class Benefit Fund.

3. Best Notice Practicable. The Settling Oak Point Parties agree that the methods of notice set forth in this Section constitute the best form of notice to the Class that is practicable under the circumstances.

4. Notice under the Class Action Fairness Act. Within ten (10) days of the filing of this Settlement Agreement for preliminary approval by the Court, the Oak Point Defendants will serve notice of the proposed Settlement upon the Manufactured Housing Unit of the Consumer Protection Division of the Office of the Massachusetts Attorney General, as outlined in the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. The notice outlined in this subsection is excluded from the definition of Class Notice under this Agreement.

5. Notice to the Town of Middleborough. Within ten (10) days of the filing of this Settlement Agreement for preliminary approval by the Court, the Oak Point Defendants will serve notice of the proposed Settlement upon the Town of Middleborough, through its Town Counsel of record. The notice outlined in this subsection is excluded from the definition of Class Notice under this Agreement.

6. Notice in New Lease Agreements. From and after the Effective Date and during the Judicially Enforceable Period, the Oak Point Defendants will include a notice of the

class action settlement as an addendum to all new Oak Point lease agreements, as set forth in Section III(C)(2). The notice outlined in this subsection is excluded from the definition of Class Notice under this Agreement.

C. Notice Costs.

All costs for Class Notice under this Settlement Agreement shall be included in Settlement Costs and paid by the Settlement Administrator. The first \$50,000 of Settlement Costs shall be paid by the Settlement Administrator from the Settlement Cost Contribution set forth above in Section III. Any Settlement Costs thereafter are paid by the Settlement Administrator from the Settlement Fund.

VI. SETTLEMENT ADMINISTRATION AND CLAIMS PROCESS

A. Payment of Administrative Costs.

All administrative costs, and any other Settlement Costs, for this Settlement are to be paid by the Settlement Administrator as set forth above in Section III(B).

B. Settlement Administrator's Duties.

1. The Settlement Administrator shall be responsible for all matters relating to the administration of the Settlement, as set forth herein. The Settlement Administrator's responsibilities include, but are not limited to, updating U.S. mail addresses for Former Residents, giving Class Notice as set forth herein, obtaining new addresses for returned U.S. mail, setting up a toll-free telephone number, fielding inquiries about the Settlement, maintaining a publicly available webpage with information concerning the Settlement, acting as a liaison between Class Members and the Settling Oak Point Parties, reviewing, approving and denying submitted Claim Forms in accordance with this Settlement and the Plan of Allocation, paying out the Class Benefit Fund in accordance with this Settlement and the Plan of Allocation, directing the mailing of payments to Entitled Damages Class Members, maintaining records associated with the Settlement

(including but not limited to Class Member objections and Requests for Exclusion from the Damages Class), paying for Settlement Costs first from the \$50,000 Settlement Cost Contribution and then paying for remaining Settlement Costs from the Settlement Fund, giving Class Counsel and Defendants' Counsel copies of objections to the Settlement, and any other tasks reasonably required to effectuate the foregoing, and any other responsibility set forth in this Settlement Agreement.

2. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel, upon request, with information concerning notice, administration, and implementation of the Settlement. Should the Court request, the Settling Oak Point Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator.

3. Without limiting the foregoing, the Settlement Administrator shall:

(a) Maintain and preserve all Damages Class Member Requests for Exclusion from the Damages Class, and provide notice to Class Counsel and Defendants' Counsel of any Damages Class Member requesting exclusion from the Damages Class within two business days of receiving the Request for Exclusion from the Damages Class;

(b) Maintain and preserve all Class Member objections to the Settlement, provide notice to Class Counsel and Defendants' Counsel of any Class Member

objection within two business days of receiving the objection, including a copy of the objection, and file all properly submitted objections with the Court within ten (10) days of the Objection Deadline;

(c) Pay all Settlement Costs as set forth above;

(d) Review Claim Forms and determine whether they are timely and valid;

(e) Mail checks for money owed to Entitled Damages Class Members from the Class Benefit Fund according to this Settlement and the Plan of Allocation no later than 30 days after the Final Settlement Date; and

(f) Maintain an Opt-Out List, and file such list with the Court no later than fifteen (15) days prior to the Fairness Hearing, for the Court to approve in the Final Order and Judgment.

C. Claims Process.

1. To submit a claim and be eligible to receive any portion of the Class Benefit Fund, a Damages Class Member must submit a valid and timely Claim Form to the Settlement Administrator, according to the instructions contained in the Claim Form. The Claim Form must be submitted to the Settlement Administrator by U.S. Mail, postmarked by the Claim Form Deadline, to be timely.

2. A Claim Form will be valid if: (a) it is timely as set forth in Section (VI)(C)(1) herein; (b) the timely Claim Form is completed with all information requested filled out (including, but not limited to, name, current address, phone number, current or former Oak Point address, and the specific dates, including month and year, for which the person lived at Oak Point), along with proof of length of residency at Oak Point submitted within ten (10) days of any request by the Settlement Administrator for such information; and (c) it is submitted by a Damages

Class Member who has not filed a timely and valid Request for Exclusion from the Damages Class. However, nothing in this subsection will prevent the Settlement Administrator, in its discretion, to accept a Claim Form as valid if it is substantially complete.

3. The Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is timely and valid. Such authority includes the acceptance of a Claim Form submitted on behalf of a deceased Class Member, provided that acceptable documentation to support the claim is submitted therewith. There shall be no appeal from the Settlement Administrator's full or partial denial of a payment from the Class Benefit Fund based on an untimely or invalid Claim Form. A Settlement Class Member, though otherwise bound by any judgments issued by the Court, including but not limited to the Final Order and Judgment and its Release provisions, is not entitled to any portion of the Class Benefit Fund if he or she submits a Claim Form after the Claim Form Deadline or that is determined to be invalid by the Settlement Administrator, but will receive the Class Benefit of Injunctive Relief.

4. The Settlement Administrator shall notify a Class Member of its decision that the Damages Class Member's Claim Form was not timely or valid.

5. The Settlement Administrator shall mail any Class Relief to the Entitled Damages Class Members from the Class Benefit Fund within thirty (30) days after the Final Settlement Date.

6. A Damages Class Member who has filed a timely and valid Request for Exclusion from the Damages Class will not receive any portion of the Class Benefit Fund, even if the Class Member files a timely and valid Claim Form. Such Damages Class Member will remain a member of the Injunctive Relief Class and receive the Injunctive Relief set forth herein.

7. Within ten (10) days of the Claim Form Deadline, the Settlement Administrator shall report to Class Counsel and Defense Counsel the number of Claim Forms properly completed and timely received and shall make such report in the form of a sworn declaration if requested to do so by Class Counsel or Defense Counsel.

VII. REQUESTS FOR EXCLUSION FROM THE DAMAGES CLASS

A. Any Damages Class Member who wishes to be excluded from the Damages Class must mail a written Request for Exclusion from the Damages Class to the Settlement Administrator at the address provided by the Settlement Notice and Publication Notice. The Request for Exclusion from the Damages Class must be signed by the Damages Class Member and include the following to be valid: (i) identify the case name and number (*Craw, et al. v. Hometown America, LLC, et al.*, (No. 1:18-cv-12149-LTS)); (ii) the Damages Class Member's name, address, e-mail address (if any), and telephone number, (iii) a clear statement that the Damages Class Member wishes to be excluded from the Damages Class and (iv) if represented by legal counsel, the name, address, e-mail address, and telephone number of that legal counsel. The Request for Exclusion from the Damages Class must be postmarked and sent to the Settlement Administrator on or before the Opt-Out Deadline. The Opt-Out List, identifying the Damages Class Members who have made a Request for Exclusion from the Damages Class, shall be assembled by the Settlement Administrator and filed with the Court no later than fifteen (15) days prior to the Fairness Hearing. The Settlement Administrator shall provide that Opt-Out List to Class Counsel and Defendants' Counsel no later than fifteen (15) days after the Opt-Out Deadline. The Settling Oak Point Parties will request that the Court decide whether to approve the Opt-Out List as the list of Damages Class Members who filed timely and valid Requests for Exclusion from the Damages Class, in the Final Order and Judgment.

B. Any Damages Class Member who is not excluded from the Damages Class by the filing of a timely and valid written Request for Exclusion from the Damages Class by the Opt-Out Deadline, as approved by the Court, shall be bound by all subsequent proceedings, orders and judgment in this Action, including the Final Order and Judgment and its Release provisions, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against any Oak Point Defendant or Released Party for any of the Released Claims.

C. If more than fifty (50) members of the Damages Class from fifty (50) unique Oak Point households file a timely and valid Request for Exclusion from the Damages Class as determined by the Settlement Administrator, this Settlement Agreement will then become terminable and voidable at the Oak Point Defendants' discretion. Such decision to void and terminate the Settlement Agreement must be made by any Oak Point Defendant no later than ten (10) days prior to the Fairness Hearing.

D. Any Damages Class Member, who submits a timely Request for Exclusion from the Damages Class, shall be excluded from the Damages Class and shall receive no portion of the Class Benefit Fund, or any monetary relief provided in this Settlement Agreement, but shall be included in the Settlement Class as an Injunctive Relief Class Member.

VIII. OBJECTIONS TO SETTLEMENT

A. Any Settlement Class Member shall have the right to appear and show cause, if they have any, why the terms of this Settlement should not be given final approval by the Court. Such objection to the Settlement can be made by Settlement Class Members on their own or through an attorney hired at their own expense. If a Settlement Class Member intends to appear at the Fairness Hearing, either *pro se* or through an attorney, he/she or the attorney must: (1) file a notice of appearance with the Clerk of the Court no later than fourteen (14) days before the Fairness Hearing; (2) send a copy of the notice of appearance to Class Counsel and Defendants' Counsel

by U.S. mail postmarked no later than fourteen (14) days before the Fairness Hearing, and also by email; and (3) otherwise comply with the requirements of this Section VIII.

B. Any objection to the settlement must be in writing and served by hand, first-class U.S. Mail (postage pre-paid) or overnight carrier to the Settlement Administrator by the Objection Deadline. Any objection regarding or related to the settlement or Settlement Agreement must: (i) identify the case name and number (*Craw, et al. v. Hometown America, LLC, et al.* (No. 1:18-cv-12149-LTS)); (ii) identify the person submitting the objection as a Settlement Class Member; (iii) attach copies of materials the Settlement Class Member will submit to the Court or present at the Fairness Hearing in support of the objection (if any); (iv) be signed by the Settlement Class Member; and (v) clearly state in detail: (1) that the Settlement Class Member objects to the Settlement in whole or in part; (2) what the Settlement Class Member objects to; (3) the legal and factual ground(s) for the objection; (4) the Settlement Class Member's name, address, e-mail address, and telephone number; and (5) if represented by counsel, such counsel's name, address, e-mail address, and telephone number.

C. The Settlement Administrator shall provide a copy of any objection received to Class Counsel and Defendants' Counsel within two (2) business days of receipt of the objection to the settlement. Within five (5) days after the Objection Deadline, the Settlement Administrator shall report to Class Counsel and Defendants' Counsel the total number of Settlement Class Members who have objected to the terms of the Settlement, and within ten (10) days file all such objections with the Court.

D. Any Settlement Class Member who submits a valid and timely objection as set forth in Subsection (B) above, and who otherwise complies with Subsection (A) above, may appear at the Fairness Hearing in support of the objection. Settlement Class Members or their attorneys who

intend to make an appearance at the Fairness Hearing must file a notice of intention to appear with the Court no later than fourteen (14) days prior to the date of the Fairness Hearing. Unless otherwise permitted by the Court, a Settlement Class Member who appears at the Fairness Hearing, or his/her attorney, will be permitted to argue only those matters that were set forth in the timely and valid objection filed by such Settlement Class Member in accordance with subsection (B) above. Unless otherwise permitted by the Court, no Settlement Class Member, or attorney representing that Settlement Class Member, will be permitted to raise matters at the Fairness Hearing that the Settlement Class Members could have raised in such a written objection, but failed to do so, and all objections to the Settlement that are not set forth in such written objection are deemed waived. Any Settlement Class Member who fails to comply with the applicable provisions of this Settlement Agreement, unless otherwise permitted to appear by the Court, will be barred from appearing at the Fairness Hearing.

E. Any Settlement Class Member, or attorney representing the Settlement Class Member, who fails to comply with the procedures for presenting objections or appearing at the Fairness Hearing as described above, or as otherwise ordered by the Court, will not be treated as filing a valid objection to the Settlement and shall waive and forfeit any and all rights he or she may have to submit a written objection or appear at the Fairness Hearing, and shall be bound by all the terms of this Settlement upon final approval and by all proceedings, orders and judgments, including, but not limited to, the Release and the Final Order and Judgment, in the Action.

F. The Settling Oak Point Parties may file responses to objections with the Court within fourteen (14) days of the Fairness Hearing, unless otherwise directed by the Court.

IX. RELEASE AND WAIVER, COVENANT NOT TO SUE, DISMISSAL, AND ENFORCEMENT

A. Release and Waiver, and Covenant Not to Sue

1. In consideration of the promises and covenants of settlement between and among the Settling Oak Point Parties and as further contained in this Agreement (including but not limited to the consideration to the Settlement Class Members), the Releasors hereby expressly release and discharge Releasees from and against the following “Released Claims”: any and all claims, cross-claims, counter-claims, causes of action, charges, debts, demands, judgments, suits, matters, issues, liens, obligations, setoffs, rights of recovery, costs, expenses, losses, damages (including but not limited to property damages, personal injury, loss of use, economic, exemplary, multiple, treble, and punitive damages, penalties, attorney’s fees and legal expenses), restitution, injunctive, equitable, legal and administrative relief, or liabilities for any obligations of any kind whatsoever (however denominated), whether class or individual, known and unknown, suspected or unsuspected, asserted or unasserted, direct or derivative, at law or in equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, whether brought directly or indirectly, for conduct or events which occurred on or before the Final Settlement Date, including but not limited to any indemnification or contribution claim, arising directly or indirectly out of or relating to: (a) alleged performance, nonperformance, or improper performance of services by any Oak Point Defendant, whether such performance is allegedly due pursuant to contracts, lease agreements or otherwise, including but not limited to inspection services, maintenance services, repair services, and property management services; (b) stormwater management at Oak Point, (c) drainage issues at Oak Point, (d) Massachusetts Sanitary Code issues at Oak Point; (e) standing water issues at Oak Point; (f) conduct in connection with, based upon, arising out of, or relating to this Settlement (but excluding any claims to enforce the terms of the Settlement); (g) the Policy alleged in the First Amended Complaint; (h) any conduct arising out of the identical factual predicate as Defendants’ conduct alleged in any complaint in the Action,

regardless of whether such conduct or a claim based on such conduct was alleged in any complaint in the Action, not alleged but could have been alleged in the Action, or could not have been alleged in the Action; (i) claims relating to rent abatement, including rent abatement claims based on home site management, or (j) any issue raised in the Action by pleading or motion.

2. “Released Claims” also include claims as described in Section IX(A)(1) above, for events or conduct that occur(s) after the Final Settlement Date if such claims either: (a) are based on the identical factual predicate as that underlying the claims in this Action, even if the claim was not presented in the Action and might not even have been presentable in the Action; or (b) arise from events or conditions existing before and continuing after the Final Settlement Date.

3. “Released Claims” also include any claims described in Section IX(A)(1) or Section IX(A)(2) above that are brought on a Settlement Class Member’s behalf or for his/her/its benefit, to the fullest extent permitted by law so as to prevent collateral attack against one or more Releasees for any Released Claim.

4. “Released Claims” specifically do not include past, current or future claims that relate to non-uniform rents under Mass. General Laws c. 140, § 32L(2), rents charged in violation of the Town of Middleborough’s rent control statute or rules and regulations or other claims for improper rent charges that may be raised in the action entitled *Bartok, et al. v. Hometown America, LLC, et al.* currently pending in the United States District Court for the District of Massachusetts, Case No. 21-cv-10790, unless and only except to the extent that such claim or allegation has already been made in any complaint filed in this Action.

5. “Released Claims” specifically do not include past, current or future claims against any of the Oak Point Defendants in its capacity as an installer or retail seller of manufactured homes; provided, however, it is hereby acknowledged and stipulated that Oak Point

Defendants were not the installer or retail seller of any manufactured homes at Oak Point prior to their acquisition of Oak Point on or about November 2, 2011, and therefore assume no installer or retail seller liability with respect to any such manufactured homes sold or installed prior to that date.

6. Persons who are in both the Injunctive Relief Class and the Damages Class, who have not filed a timely and valid Request for Exclusion from the Damages Class, release all Released Claims.

7. “Released Claims” specifically do not include claims for equitable or declaratory relief addressing conduct or events which occur after the Final Settlement Date and seek to require a Releasee’s prospective compliance with any duty that may be required of the Releasee by applicable law or by applicable agreement. However, any such claim for equitable relief or declaratory relief concerning foundation maintenance, home site drainage, and/or stormwater management issues made during the Judicially Enforceable Period must be pursued in accordance with the SWIP, Stormwater O&M Plan, and Dispute Resolution Procedure set forth herein. For clarity: (1) claims for injunctive, equitable and/or declaratory relief that existed prior to the Final Settlement Date, whether known or unknown, are “Released Claims” for all Settlement Class Members; and (2) claims for monetary relief of any kind that existed prior to the Final Settlement Date, whether known or unknown, are “Released Claims” for Settlement Class Members who are Damages Class Members. As an example, if a Damages Class Member has property damage that existed prior to the Final Settlement Date, and files a SWIP claim pursuant to the Dispute Resolution Procedure post-settlement seeking to recover for that damage, such claim is a “Released Claim” and any Releasee can submit evidence at the SWIP arbitration demonstrating that the damage pre-dated the Settlement and that the Damages Class member

accepted monetary relief from the Settlement as compensation for that damage. A Releasee may have prospective duties required by applicable law or by applicable agreement. While each Settlement Class Member releases Releasees from liability as to conditions that existed before the Final Settlement Date, the continued existence of such conditions after the Final Settlement Date may give rise to new duties for a Releasee under applicable law or by applicable agreement. The parties agree that such future duties are not released.

8. Injunctive Relief Class Members who are not Damages Class Members, either because they filed a timely and valid Request for Exclusion from the Damages Class or because they are Eligible Future Residents, release only Released Claims for any and all equitable and injunctive relief.

9. All Releasors also covenant not to sue any Releasee with respect to any Released Claim and agree that all Releasors (and anyone acting on their behalf) shall be permanently barred and enjoined from commencing, maintaining, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief in any action, suit or proceeding before any court, tribunal (including arbitration), quasi-judicial administrative agency, or other body in any jurisdiction against any Releasee concerning any Released Claim. However, the Oak Point Defendants agree that neither they nor any Releasee will seek Court-ordered sanctions against any Releasor for violating the terms of the injunction contemplated by this Section IX(A)(9), other than Court-ordered enforcement of the injunction's terms, and will forgo seeking such additional sanctions unless the Releasor fails to comply with Court-ordered enforcement.

10. In connection with this Release, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in

addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this Release will fully, finally, and forever settle and release all Released Claims.

11. With respect to the Released Claims, the Releasors agree that they are expressly waiving and relinquishing to the fullest extent permitted by law: (a) the rights and benefits conferred by Section 1542 of the California Civil Code (“Section 1542”), if applicable, 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 to Section 1542 of the California Civil Code and that might apply. **RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.**

12. The Settling Oak Point Parties agree and acknowledge that the Release provisions in this Section IX together constitute an essential term of this Settlement.

13. The Settling Oak Point Parties agree that the provisions of this Section IX shall be, and may be, raised as a complete defense to and will preclude any action or proceeding encompassed by the Released Claims.

14. The failure of any Releasor to receive any Class Benefits received from the Settlement shall not affect the validity, scope, or enforcement of the Release in this Settlement, and all Releasors shall remain bound by this Release.

15. No provision of this Section IX or of this Agreement will prevent a Releasor from complaining to, cooperating with or otherwise communicating with a governmental authority which has regulatory or legislative jurisdiction over Oak Point concerning conditions at Oak Point. The Release, Waiver, and Covenant Not to Sue provided by this Section IX is fully enforceable to the extent permitted by law in any action in any venue and brought by any person or entity, governmental or otherwise.

B. Order of Dismissal.

The Settling Oak Point Parties will seek from the Court a Final Order and Judgment (for which, as a condition of settlement, the time for appeal must expire without any modifications in the Final Order and Judgment) as further described below in Section XII. The Settling Oak Point Parties will file a proposed Final Order and Judgment that shall, among other things: (i) approve this Settlement Agreement as fair, reasonable and adequate, (ii) dismiss the claims in the Action made by Plaintiff Shurtleff and the Settlement Class Members against the Oak Point Defendants with prejudice and on the merits, and (iii) incorporate the terms of the Release as written herein.

C. Enforcement of Release.

Notwithstanding any other provision of this Agreement, nothing in this Agreement will prevent Releasees from pleading or otherwise arguing this Settlement Agreement as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and the Agreement may be filed, offered, and received into evidence, and otherwise used for such defense.

X. ATTORNEY'S FEES AND EXPENSES

A. Class Counsel contemplates one or more applications to the Court seeking approval of an Attorney's Fees and Expense award not to exceed \$1,000,000 ("Class Counsel's Motion for Attorney's Fees and Expenses"). The Settling Oak Point Parties agree that, in no event, shall the Oak Point Defendants pay more than \$1,000,000 for Attorney's Fees and Expenses. If Class Counsel's Motion for Attorney's Fees and Expenses is granted by the Court and does not exceed \$1,000,000, then the Oak Point Defendants shall pay such amount to Class Counsel within thirty (30) days after the Final Settlement Date. If the Court awards Class Counsel more than \$1,000,000 in Attorney's Fees and Expenses, then the Settling Oak Point Parties agree that the Oak Point Defendants may declare this Settlement void within ten (10) days after such award.

B. Class Counsel's Motion for Attorney's Fees and Expenses may be included in the body of the motion seeking the Preliminary Approval Order, the Final Order and Judgment or both.

C. Except as expressly provided for in this Agreement, the Released Parties shall have no liability or obligation for any Attorney's Fees and Expenses award that the Court may make to any person in the Action.

D. It is expressly agreed by Class Counsel and Defendants' Counsel that neither this Section, nor any other term of this Agreement, creates any entitlement by Class Counsel to Attorney's Fees and Expenses other than as specifically stated herein. The Oak Point Defendants shall not be obligated to pay any Attorney's Fees and Expenses if the Court does not enter a Final Order and Judgment approving this Agreement.

E. Any Settlement Class Member may be represented by counsel of his/her/its choice at the Fairness Hearing provided the requirements of Section VIII are met, but all fees and expenses of such counsel shall be paid by the Settlement Class Member.

F. No order of the Court awarding an amount less than that sought by Class Counsel's Motion for Attorney's Fees and Expenses or reduction on appeal to an amount less than that sought by Class Counsel's Motion for Attorney's Fees and Expenses shall constitute grounds for cancellation or termination of the Agreement.

G. The Class Notice shall state that the \$1,000,000 will be the total sum sought by Class Counsel's Motion for Attorney's Fees and Expenses.

XI. FAIRNESS HEARING

A. If the Court enters the Preliminary Approval Order, then the Settling Oak Point Parties shall proceed with due diligence to conduct the Fairness Hearing as ordered by the Court. The Settling Oak Point Parties acknowledge and agree, and shall stipulate to the Court at the Fairness Hearing, that (1) the Class is being certified for settlement purposes only pursuant to the Settlement Agreement, and (2) the Released Parties reserve the right to object to class certification *de novo* in the event this Agreement is terminated for any reason.

B. At the Fairness Hearing, the Settling Oak Point Parties will request that the Court, among other things: (1) determine whether the Class should be certified for settlement purposes, (2) consider any properly filed objections to the proposed settlement, (3) determine whether the settlement set forth in the Settlement Agreement and Plan of Allocation are fair, reasonable, and adequate, and whether the Settlement was entered into in good faith and without collusion and should be approved, (4) if appropriate, contemporaneously certify the Injunctive Relief Class under Fed. R. Civ. P. 23(b)(2) and the Damages Class under Fed. R. Civ. P. 23(b)(3), and (5) enter a Final Judgment and Order incorporating, among other things, the Release and Injunctive Relief set forth in this Agreement.

XII. FINAL APPROVAL AND FINAL ORDER AND JUDGMENT

A. The Settlement Agreement is subject to and completely conditional upon: (1) the issuance by the Court and subsequent entry, following the Fairness Hearing, of the Final Order and Judgment certifying, for settlement purposes, the Injunctive Relief Class under Fed. R. Civ. P. 23(b)(2) and the Damages Class under Fed. R. Civ. P. 23(b)(3), and granting final approval of the Settlement Agreement in accordance with Rule 23(e) of the Federal Rules of Civil Procedure; and (2) such Final Order and Judgment becoming final as of the Final Settlement Date. A proposed Final Order and Judgment shall be submitted via electronic mail in a form mutually agreeable to Class Counsel and Defendants' Counsel and subject to Court approval.

B. The proposed Final Order and Judgment will, among other things: (1) approve the proposed Settlement, the Class Relief, and the Plan of Allocation as fair, reasonable, and adequate and direct the consummation of the Agreement according to its terms, (2) dismiss all of the claims of Plaintiff Shurtleff and the Settlement Class Members against the Oak Point Defendants with prejudice, except that Settlement Class Members who filed a timely and valid Request for Exclusion from the Damages Class shall have their individualized monetary damage claims dismissed without prejudice; (3) incorporate the Release and forever discharge the Released Parties as stated therein; (4) incorporate the Injunctive Relief provided for in this Agreement; (5) reserve exclusive jurisdiction over the Settlement and this Agreement, including the interpretation, administration, and consummation of this Settlement, to the Court; (6) direct that the judgment of dismissing the claims of Plaintiff Shurtleff and the Settlement Class Members against the Oak Point Defendants shall be final; (7) permanently enjoin all Releasors and anyone acting on their behalf from filing, prosecuting, maintaining or continuing litigation asserting any Released Claim against any Releasee; (8) rule on Class Counsel's Motion for Attorney's Fees and Expenses and

motion for Class Representative Award; and (9) effectuate any other provision required by this Settlement Agreement.

C. If the Court enters a Final Order and Judgment that materially differs from the Final Order and Judgment described herein or submitted to the Court by the Settling Oak Point Parties, or enters an order declining to enter the Final Order and Judgment as set forth herein in any material respect, or enters an order refusing to approve this Settlement in any material respect as set forth herein, any Settling Oak Point Party has the right to terminate the Settlement by written notice of their election to do so to all other Settling Oak Point Parties within thirty (30) days.

D. In the event that any appeal is filed of the Final Order and Judgment, all remaining deadlines set forth herein shall be stayed until the Final Settlement Date.

XIII. GENERAL REPRESENTATIONS

Class Counsel, Plaintiff Shurtleff, the Class, and the Oak Point Defendants shall use their best efforts to conclude the Settlement and obtain the Final Order and Judgment. Class Counsel, Plaintiff Shurtleff, the Class, and the Oak Point Defendants agree that it is essential that this Settlement be prosecuted to a successful conclusion in accordance with all applicable provisions of law and the exercise of good faith on the part of Class Counsel, Plaintiff Shurtleff, the Class, and the Oak Point Defendants. The Settling Oak Point Parties further represent, agree and acknowledge that the Settlement is a fair resolution of these claims for the Settling Oak Point Parties and the Settlement Class. Neither the Settling Oak Point Parties nor their respective counsel shall make any statements suggesting the contrary, either before or after the Court's approval of the Settlement and this Agreement.

XIV. STAY ORDER

Through the draft Preliminary Approval Order attached as Exhibit E, the Settling Oak Point Parties will request that the Court enjoin and stay, during the pendency of the settlement

proceedings contemplated by this Agreement, the commencement or prosecution of this Action, or any other action by any Class Member or anyone on his or her behalf against any of the Releasees asserting Released Claims, such stay and injunction to remain effective during the pendency of such Settlement proceedings unless modified by further order of the Court. The Settling Oak Point Parties shall use their best efforts to obtain this stay order.

XV. TAXES

Settlement Class Members shall be solely responsible for any taxes or tax-related expenses owed or incurred by that person or entity by reason of receiving a distribution of any portion of the Class Benefit Fund. In no event shall any Oak Point Defendant or any other Releasee have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of any portion of the Class Benefit Fund to Plaintiff Shurtleff, any Settlement Class Member, any Settlement Class Member's estate or heirs, Class Counsel or any other person or entity. The tax obligations of each Settlement Class Member, and the determination thereof, are the sole responsibility of each such person, and it is understood that the tax consequences of the Settlement may vary depending on the particular circumstances of each such person or entity.

XVI. TERMINATION

A. This Settlement Agreement is terminable by either Plaintiff Shurtleff or any Oak Point Defendant if the Court or an appellate court with jurisdiction over any appeal taken from the Settlement or Final Order and Judgment rejects, modifies or denies preliminary or final approval of any material portion of the Settlement, except this provision shall not apply to the Class Representative Award or the Attorney's Fees and Expenses award as follows: (1) no Settling Oak Point Party may terminate this Agreement based on the Court awarding Plaintiff Shurtleff an amount less than the Class Representative award contemplated in Section III(D), and (2) no

Settling Oak Point party may terminate this Agreement based on the Court awarding Class Counsel Attorney's Fees and Expenses less than the amount requested in Class Counsel's Motion for Attorney's Fees and Expenses.

B. If this Agreement is terminated for any reason allowed by this Agreement, then:

1. This Settlement Agreement shall be null and void and will have no force or effect, and no party to this Agreement will be bound by any of its terms;

2. All Settling Oak Point Parties will bear their own costs and expenses incurred in connection with the terminated settlement approval process;

3. Releasees expressly and affirmatively reserve all defenses, arguments, and motions as to the maintenance of the Action as a class action and/or all claims that have been or might later be asserted in the Action;

4. Plaintiff Shurtleff expressly and affirmatively reserves all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action;

5. All provisions of this Settlement Agreement, and all negotiations, statements, and proceedings relating to this Settlement Agreement, will be without prejudice to the rights of any Settling Oak Point Party or any Settlement Class Member, all of whom will be restored to their respective positions existing immediately before the Effective Date; and

6. Neither this Agreement, nor any of its terms or provisions, nor any statement or document or action made or filed in connection herewith, nor the fact of this Agreement, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any Settling Oak Point Party, shall be filed, referred to, offered as evidence or received in evidence, or otherwise used offensively against any Settling Oak Point Party in any way, directly or indirectly, in any pending or future civil, criminal or

administrative action, arbitration, governmental proceeding, or proceeding whatsoever, except that any Settling Oak Point Party may use this Agreement in a proceeding to enforce the Agreement.

XVII. MISCELLANEOUS

A. Entire Agreement. The Settlement Agreement, including the exhibits hereto (which are an integral part of this Settlement Agreement), sets forth the entire agreement between the Settling Oak Point Parties with respect to the subject matter hereof and, except as specifically set forth herein, supersedes and cancels all previous agreements, negotiations, and commitments in writings between the Settling Oak Point Parties hereto with respect to the subject matter hereof. This Settlement Agreement may not be changed or modified in any manner unless in writing and signed by or on behalf of the Settling Oak Point Parties. Any amendments of this Settlement Agreement do not require further notice to the Class if such changes are consistent with the Preliminary Approval Order and do not limit the rights of Class Members.

B. Agreement Binding on Successors, Assigns, Agents, Executors, and Heirs. This Settlement Agreement shall be binding on the successors, assigns, agents, executors, and heirs of the Settling Oak Point Parties and the Settlement Class. To the extent that Hometown Oak Point I and/or Hometown Oak Point II transfer their respective ownership interest(s) in Oak Point to one or more third parties, the terms of such transfer must require that the transferee(s) assume the corresponding Oak Point Defendants' obligations under Section III.C of this Settlement for the remainder of the Judicially Enforceable Period.

C. Notice to Counsel. Anytime that notice to or delivery of any document to Defendants' Counsel or Class Counsel is required as set forth in this Agreement, such notice and/or documentation shall be mailed to Defendants' Counsel at the addresses listed in Section II(W) ("Defendants' Counsel" definition) of this Agreement, and to Class Counsel at the address listed in Section II(L) ("Class Counsel" definition) of this Agreement, unless otherwise specified.

D. Cooperation. The Settling Oak Point Parties represent and acknowledge that each intends to implement the Settlement. The Settling Oak Point Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use their best efforts to implement all terms and conditions of the Settlement Agreement. Plaintiff Shurtleff and Class Counsel shall not object to the Settlement and shall not appeal the Final Order and Judgment. The Settling Oak Point Parties and their counsel agree that they will not encourage any Settlement Class Members to file a Request for Exclusion from the Damages Class or to object to the Settlement.

E. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts, without reference to its choice of law or conflict of law rules.

F. Continuing Jurisdiction. The Settling Oak Point Parties agree to request that the Court retain continuing and exclusive jurisdiction over the Settling Oak Point Parties to this Agreement, including Plaintiff Shurtleff and all Settlement Class Members and anyone representing them or acting on their behalf, for purposes of the administration, implementation, and enforcement of this Agreement, including without limitation any issues concerning the Injunctive Relief.

G. No Construction Against the Drafter. This Agreement is clear and unambiguous, was drafted jointly by the Settling Oak Point Parties with the assistance of counsel at arms-length, and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Settling Oak Point Party based on the contention that this Agreement or a portion of it was purportedly drafted by that Settling Oak Point Party. No parol or other evidence may be offered to explain, construe, contradict, or clarify the terms of this Settlement Agreement, the intent of the Settling Oak Point Parties or their counsel, or the

circumstances under which this Settlement Agreement was made or executed.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. Photographic or facsimile copies of signed counterparts may be used in lieu of the originals for any purpose and shall have the same force and effect as an original ink signature.

I. Time for Compliance. If the date for performance of any act required by or under this Agreement to be performed on a particular day or within a specified period of time falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement. If an act is to be performed on a particular day, it must be completed no later than 5:00 p.m. Eastern Time on that day. The Settling Oak Point Parties reserve the right to agree between themselves on any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

J. Waiver. No waiver of any term or provision of this Settlement Agreement, or of any breach or default hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all Settling Oak Point Parties or their respective successors-in-interest.

K. Plaintiff Shurtleff's Representations. Plaintiff Shurtleff represents and certifies that: (1) she has agreed to serve as representative of the Class and Settlement Class proposed to be certified for settlement purposes herein; (2) she remains willing, able, and ready to perform all of the duties and obligations of a representative of the Class and Settlement Class; (3) she is familiar with the allegations in the Action, including the complaints, or has had the contents of such allegations described or conveyed to her; (4) she has consulted with Class Counsel about the Action (including discovery conducted in the Action), this Settlement Agreement, and her

obligations as class representative; (5) she has authorized Class Counsel to execute this Settlement Agreement; and (6) she will remain and serve as a representative of the Class and Settlement Class until the terms of this Settlement Agreement are effectuated and fully implemented, or until this Settlement Agreement is terminated in accordance with its terms, or until the Court at any time determines that Plaintiff Shurtleff cannot represent this Class and Settlement Class.

L. Authority to Enter Settlement on Behalf of Oak Point Defendants. The undersigned representatives of the Oak Point Defendants represent that he or she is authorized to sign this Settlement Agreement on behalf of the Oak Point Defendant for which he or she is signing.

M. No Claims Regarding Administration or Implementation of Agreement. No Settlement Class Member shall have any claim or cause of action against Plaintiff Shurtleff, Class Counsel, the Settlement Administrator, Defendants, or Defendants' attorneys, based on the administration or implementation of this Agreement, orders of the Court, or the distribution of monies under the Agreement.

N. Force Majeure. The Settling Oak Point Parties shall have no liability for the breach of any provision of this Settlement caused by an act of God, war, governmental regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, epidemic or pandemic, or any other emergency beyond the Settling Oak Point Parties' control, making it inadvisable, illegal, or impossible to perform their obligations under this Agreement.

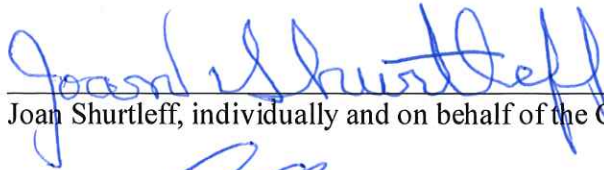
O. Communications with Class Members. Class Counsel acknowledges and agrees that the Oak Point Defendants have the right to communicate with Class Members for the purpose of encouraging them to remain in the Settlement Class, as well as for other legitimate business purposes, provided that, if any Class Member raises a question about the terms of the Agreement prior to the Court's entry of the Final Order and Judgment, the Oak Point Defendants will refer

such Class Member to the toll-free number of the Settlement Administrator.

IN WITNESS WHEREOF, the Settling Oak Point Parties have caused this Agreement to be executed, by Plaintiff Shurtleff, on behalf of herself and on behalf of the Class, the Oak Point Defendants, and their respective duly authorized attorneys:

Agreed to this 21st day of July, 2022.

[SIGNATURE PAGES TO FOLLOW]


Joan Shurtleff, individually and on behalf of the Class



Ethan R. Horowitz (BBO No. 674669)
ehorowitz@njc-ma.org
NORTHEAST JUSTICE CENTER
50 Island Street, Suite 203B
Lawrence, MA 01840
(978) 888-0624

Attorney for Plaintiff Shurtleff
and the Class

DATED: July ^{20th}, 2022

Hometown America, L.L.C.

By: Doug Minahan
Douglas Minahan

Its: Chief Investment Officer and Assistant
Secretary

Hometown America Management, L.L.C.

By: Doug Minahan
Douglas Minahan

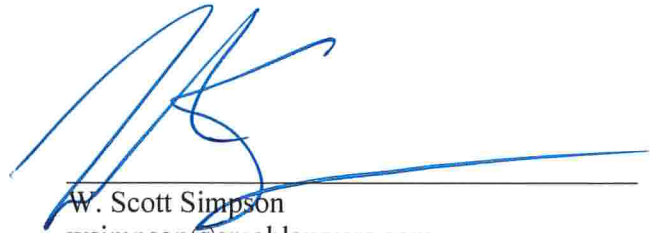
Its: President

Hometown Oak Point I, L.L.C. &
Hometown Oak Point II, L.L.C.

By: Doug Minahan
Douglas Minahan

Their: Chief Investment Officer and Assistant
Secretary

DATED: July 21, 2022



W. Scott Simpson
wsimpson@smgblawyers.com
SIMPSON, MCMAHAN, GLICK & BURFORD, PLLC
2700 Highway 280, Suite 203W
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-and-

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Thomas W. Thagard (*Pro Hac Vice*)
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-and-

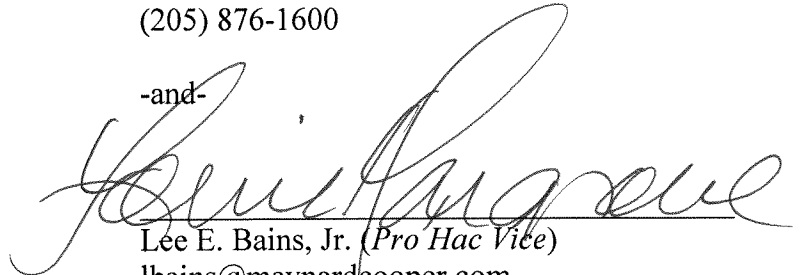
Lisa C. Goodheart (BBO No. 552755)
goodheart@sugarmanrogers.com
Tristan P. Colangelo (BBO No. 682202)
colangelo@sugarmanrogers.com
SUGARMAN, ROGERS, BARSHAK & COHEN, P.C.
101 Merrimac Street, Suite 900
Boston, MA 02114
(617) 227-3030

On behalf of Defendants
Hometown America, L.L.C.,
Hometown America Management, L.L.C.,
Hometown Oak Point I, L.L.C., and
Hometown Oak Point II, L.L.C.

DATED: July __, 2022

W. Scott Simpson
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On behalf of Defendants
Hometown America, L.L.C.,
Hometown America Management, L.L.C.,
Hometown Oak Point I, L.L.C., and
Hometown Oak Point II, L.L.C.

DATED: July 21, 2022

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On behalf of Defendants
Hometown America, L.L.C.,
Hometown America Management, L.L.C.,
Hometown Oak Point I, L.L.C., and
Hometown Oak Point II, L.L.C.

DATED: July __, 2022

Exhibit A

CLAIM FORM

Craw, et al. v. Hometown America, LLC, et al., Case No. 1:18-cv-12149-LTS (D. Mass.)

CLASS ACTION SETTLEMENT

You may be entitled to a portion of the Class Benefit Fund created by the Settlement in this Action, if: (1) you are a member of the Damages Class; (2) you do not request to exclude yourself from the Damages Class; and (3) you submit a timely and valid Claim Form. A payment is not guaranteed.

A class action lawsuit is pending in the United States District Court, District of Massachusetts. The Plaintiff and Class Representative, Joan Shurtleff, has agreed to a proposed class action Settlement with the Oak Point Defendants. The Settlement Notice to the Class, explaining your options and what you must do, and the Settlement Agreement, explaining the proposed Settlement of this class action lawsuit, can be viewed at www._____.com.

You may be a member of the Damages Class. The Damages Class consists of all Current Residents and all Former Residents, who resided at the Oak Point Manufactured Housing Community (“Oak Point”) in Middleborough, Massachusetts, at any point between September 25, 2012 and _____, 2022, provided that the resident does not request to be excluded from the Damages Class in the Settlement. If you have requested to be excluded from the Damages Class in the Settlement, then your Claim Form will not be considered and you will not receive any portion of the Class Benefit Fund. The Damages Class expressly excludes all Eligible Future Residents (as they are eligible for only the Injunctive Relief in the Settlement). Each Class Member must submit a separate Claim Form to be eligible. For any Class Member who is less than 18 years old, a parent or legal guardian must submit a separate Claim Form on that minor Class Member’s behalf. If you are filing a Claim Form on behalf of a deceased Class Member, then you must submit the Class Member’s death certificate and proof of your relation to the Class Member, or documents from a court proving that you are the court-appointed representative of the Class Member’s estate. The Settlement Administrator will pay based on only one Claim Form for each Class Member.

If you have any questions, please call 1-888-_____, or visit www._____.com.

CLAIM FORM

To be eligible to receive any portion of the Class Benefit Fund, you need to submit this Claim Form, with all information requested in this Claim Form, by U.S. mail postmarked by _____, 2022. If you do not timely submit a Claim Form with all requested information, then you will not be eligible for any portion of the Class Benefit Fund under this Settlement. **You may only submit one Claim Form per Class Member.**

This Claim Form asks specific questions about the Class Member. Please supply the following information. If you do not provide the information requested or do not mail your Claim Form on time, then you will still be bound by the Settlement Agreement and its Release even though you will not be eligible to receive any portion of the Class Benefit Fund.

Full Name and Age of Class Member:	_____	
Address of Class Member:	_____	
Telephone Number of Class Member:	_____	
Email address (if any) of Class Member:	_____	
Address(es) at Oak Point at which Class Member resided (list all), and how long Class Member lived at each address (for example, June 2013 to June 2015):	Addresses	Dates of Residence
	_____	_____
	_____	_____
	_____	_____

Capitalized terms used in this Claim Form are defined in the Settlement Agreement, which can be found on www._____.com.

DOCUMENTS FOR PROOF OF RESIDENCY REQUIRED: Your request for a portion of the Class Benefit Fund is subject to possible audit by the Settlement Administrator pursuant to its review of the Oak Point Known Residents List created by Oak Point lease records. The Settlement Administrator may require you to submit documentation proving the dates that the Class Member lived at Oak Point (“proof of residency”).

The Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is timely and valid.

If your claim is denied for any reason, and you do not request to exclude yourself from the Damages Class, then you remain bound by the Settlement and its Release.

If the Settlement Administrator requests additional documents. If any additional documentation, for proof of residency or otherwise, is requested by the Settlement Administrator, then you must submit it to the Settlement Administrator within ten (10) days after that request or your claim will be denied.

Tax Consequences of Settlement. Any money you receive may be subject to federal or state taxation. Class Counsel is not a tax attorney and you are advised to seek separate advice on matters of taxation.

CLASS MEMBER/CLAIMANT DECLARATION

By signing below, I certify that I have read this Claim Form; and that under penalty of perjury, I believe that I am a member of the Damages Class (or that the person on whose behalf I am filing this Claim Form is a member of the Damages Class), that I (or the person on whose behalf I am filing this Claim Form) am/is eligible for a portion of the Class Benefit Fund, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I have not assigned any of my rights (or the Class Member’s rights) in this Action to anyone else. I understand that my Claim Form is subject to audit and verification. If I am filing this Claim Form on behalf of a child under the age of 18, then I further verify that I am the parent or legal guardian of such child. If I am the parent or legal guardian of a Damages Class Member who is under the age of 18, then I further verify that I have submitted a separate Claim Form on his/her behalf (or know that another parent or legal guardian has done so).

Signature of Class Member or Claimant

If you are a representative filing this Claim Form on behalf of a Class Member, then please have the Class Member sign above. If the Class Member is unable to sign, then you as the claimant/representative should sign on his behalf. If you are signing as claimant/representative, please fill out the information requested below. If the Class Member is deceased, then please indicate so below.

Claimant/Representative: _____
Address: _____

Telephone Number: _____
Relationship to Class Member: _____
Is the Class Member deceased? _____

The Claim Form must be mailed by U.S. mail, postmarked by _____, **2022**. Please mail to:

Oak Point Settlement Administrator
[address]

Questions? Call 1-888-_____ TOLL FREE, OR VISIT www._____ .com

Exhibit B

Exhibit B

Oak Point Settlement Plan of Allocation

All capitalized terms herein shall have the same meaning as those set forth in the Settlement Agreement among the Settling Oak Point Parties in this Action.

This is a claims-made Settlement as to the Class Benefit Fund. Only Entitled Damages Class Members (those Damages Class Members who have not filed a timely and valid Request for Exclusion from the Damages Class, but who have filed a timely and valid Claim Form), will receive a portion of the Class Benefit Fund. If a Damages Class Member files a timely and valid Request for Exclusion from the Damages Class, as noted on the Opt-Out List to be provided by the Settlement Administrator to the Court prior to the Fairness Hearing, then that individual is not an Entitled Damages Class Member and will not receive any portion of the Class Benefit Fund. The Settling Oak Point Parties have agreed that the Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is timely and valid.

The Settlement Administrator will pay only one Claim Form for each Entitled Damages Class Member. If more than one Claim Form is filed for one Entitled Damages Class Member, then the Settlement Administrator has sole, final, and binding authority to determine which Claim Form is valid and which Claim Form is not, and has the authority to request further documentation as proof of validity.

If a Class Member is a Child Under the Age of 18.

If the Class Member is a child under the age of 18, then a separate Claim Form must be filed on that child's behalf by the child's parent or legal guardian, with all requested information provided. A separate Claim Form must be filed for each child even if the parent or legal guardian is also a Class Member and is also filing a Claim Form for himself or herself.

If a Class Member is Deceased.

If a claimant is filing a Claim Form on behalf of a deceased Class Member, then the claimant also shall provide the Class Member's death certificate and proof of the claimant's relation to the Class Member, or documents from a court proving that the claimant is the court-appointed representative of the Class Member's estate.

Class Benefit Fund Payment Amount

The Class Benefit Fund shall be distributed by the Settlement Administrator to Entitled Damages Class Members as follows. The "Class Period" is between September 25, 2012 and July 21, 2022.

Based on information provided on Claim Forms and other documentation, Entitled Damages Class Members filing Claim Forms will be divided into the following categories:

Class A. If the Entitled Damages Class Member has been or was a resident of Oak Point during the Class Period for less than twenty-four (24) months, then that Entitled Damages Class Member receives **1 point**.

Class B. If the Entitled Damages Class Member has been or was a resident of Oak Point during the Class Period for more than twenty-four (24) months but fewer than sixty (60) months, then that Entitled Damages Class Member receives **2 points**.

Class C. If the Entitled Damages Class Member has been or was a resident of Oak Point during the Class Period for more than sixty (60) months, then that Entitled Damages Class Member receives **3 points**.

The Settlement Administrator will multiply the total number of Entitled Damages Class Members in each category by its available number of points and add together the result from each category (“Total Points”). For example, if the Settlement Administrator receives 100 timely and valid Claim Forms, with 20 in Class A, 60 in Class B, and 20 in Class C, then the Total Points equals: 20 (20 Class A Claim Forms x 1 point), plus 120 (60 Class B Claim Forms x 2 points), plus 60 (20 Class C Claim Forms x 3 points), equaling 200 Total Points.

The Settlement Administrator will then divide the Class Benefit Fund by the Total Points. In the example above, if the Class Benefit Fund is \$440,000, then the “Pro Rata Amount” will be \$440,000 divided by 200 = \$2,200.

Each Entitled Damages Class Member’s amount will then be the “Pro Rata Amount” times the number of points assigned to his or her Claim Form (the “Class Benefit Fund Payment”). In the example provided above, if the Entitled Class Member is Class A, then his or her Class Benefit Fund Payment would be: 1 point x \$2,200 = \$2,200. If the Entitled Damages Class Member is Class B, then his or her Class Benefit Fund Payment Amount would be 2 points x \$2,200 = \$4,400. If the Entitled Damages Class Member is Class C, then his or her Class Benefit Fund Payment Amount would be 3 points x \$2,200 = \$6,600.

This example is purely an example. The Class Benefit Fund amount will depend on how much the Settlement Fund is reduced by Settlement Costs. The Pro Rata Amount will vary based on the number of timely and valid Claim Forms filed and how many will be filed from each Class. The Class Benefit Fund Payment will vary based on what the Class Benefit Fund is and what the Pro Rata Amount will be.

Requirements for a Valid Claim Form.

A Claim Form is not valid unless it provides all of the information requested on the Claim Form, including all signatures and information required in the Class Member/claimant declaration. A Claim Form also is not valid if the Class Member and/or claimant does not provide sufficient additional documentation to the Settlement Administrator postmarked within ten (10) days after the Settlement Administrator’s request for such additional documentation. The Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is valid. If a Class Member’s Claim Form is denied, then the Class Member will remain a Settlement Class Member and will be bound by the Settlement Agreement and its Release, and the Final Order and Judgment.

Proof of Residency and Additional Eligibility Proof

If the Class Member identified on the Claim Form is also identified on the Oak Point Known Residents List or the Oak Point Known Former Residents E-Mail List, then no further proof of residency will be required, unless the Claim Form's stated length of residency varies from the length of residency demonstrated on the Oak Point Known Residents List. If the Claim Form's stated length of residency so varies, then the Settlement Administrator may request proof of residency from the Class Member. The Settlement Administrator has sole, final, and binding authority to determine the Class Member's appropriate payment class.

If the Class Member identified on the Claim Form is not identified on the Oak Point Known Residents List or the Oak Point Known Former Residents E-Mail List, then the Settlement Administrator shall require proof of residency.

If proof of residency is needed, the Settlement Administrator shall notify such Class Member that he or she must submit sufficient proof of residency to the Settlement Administrator, postmarked within ten (10) days of the request. Examples of sufficient proof of residency are:

- an Oak Point lease agreement in the Entitled Damages Class Member's name showing the length of residency;
- two utility bills for the Oak Point homesite (for example, electric, gas, water) in the Entitled Damages Class Member's name showing the length of residency;
- if the Class Member is a child over the age of 6 and under the age of 18, school records listing the Oak Point address as the address for the child and demonstrating the length of residency; or
- if the Class Member is an infant or toddler under the age of 6, a sworn declaration from the child's parent or legal guardian stating: (1) that such child was an Oak Point resident; (2) the dates of the child's residency at Oak Point; and (3) the adult Oak Point residents with whom the child lived; and a copy of the child's birth certificate or other legal document demonstrating that the claimant filing the Claim Form on the child's behalf is the child's parent or legal guardian.

The Settlement Administrator has sole, final, and binding authority to determine whether a Class Member has presented sufficient proof of residency and/or sufficient documentation to make a claim valid. If the Settlement Administrator determines that the Class Member does not present sufficient proof of residency or additional documentation required for a claim to be valid, the Claim Form will be denied, but the Class Member will remain a Settlement Class Member and will be bound by the Settlement Agreement and its Release, and the Final Order and Judgment.

Exhibit C

Have you lived in the Oak Point Manufactured Housing Community in Middleborough, Massachusetts at any time since September 25, 2012?

If yes, a legal Settlement has been proposed in a class action lawsuit that, if approved by the Court, will affect your rights. So please read this notice carefully. Submit a Claim Form today if you are a Damages Class Member!

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

A Settlement has been proposed in the class action lawsuit *Craw, et al. v. Hometown America, LLC, et al.*, 18-CV-12149-LTS that is presently before the U.S. District Court for the District of Massachusetts (“Class Action”). In the Class Action, one of the Plaintiffs has claimed, among other things, that the owners and operators of the Oak Point Manufactured Housing Community (“Oak Point”) failed to provide or inadequately provided services to Oak Point residents related to stormwater management and infrastructure, home foundations attached to the land, driveways, walkways, and/or other permanent elements of residents’ leased home sites. For this Settlement to take effect, it must be approved by the Court.

The Settlement will require Oak Point to pay for a \$4,300,000 Settlement Fund as compensation for Oak Point’s alleged failure to provide these services. The Settlement Fund first will pay for Settlement Costs, and the remainder (the “Class Benefit Fund”) will be distributed to eligible residents who submit timely and valid Claim Forms. The Settlement will also require Oak Point to implement a Court-approved stormwater management system operation and maintenance program (the “Oak Point Stormwater O&M Plan”) as well as a Surface Water Inspection Program (“SWIP”) that shall both be subject to Court oversight for a ten-year period.

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

Capitalized terms have the same meaning given to them in the Settlement Agreement.

You can obtain a copy of the Settlement Agreement, the Claim Form, and the Plan of Allocation from the Settlement Administrator at **1-888-_____** or www._____.com.

Your Legal Rights and Options in this Settlement:	
Submit a Claim Form	<p>The only way to ask for money from the Settlement is to submit a timely and valid Claim Form. Money is not guaranteed simply because you submit a Claim Form and will only be disbursed to Entitled Damages Class Members – as described in greater detail by this Notice and in the Claim Form.</p> <p>Instructions are given below on how to submit a Claim Form.</p>
Ask to be Excluded from the Damages Class	<p>If you don't wish to receive any Settlement money and would prefer to seek compensation from Oak Point directly for the matters covered by the class action, you must ask to be excluded from the Damages Class.</p> <p>Even if you are excluded from the Damages Class, you will still receive the benefit of the Oak Point Stormwater O&M Plan and the SWIP, and won't be able to sue Oak Point for Released Claims for equitable and injunctive relief.</p> <p>Instructions on how to properly exclude yourself from the Damages Class are outlined below.</p>
Object	<p>If you don't believe that this Settlement is fair and don't want the Court to approve it, you may write to the Court about why you don't like the Settlement. Even if you object to the Settlement, you will still need to submit a Claim Form if you wish to seek possible monetary payment from the Settlement – should the Settlement be approved over your objection.</p> <p>Instructions on how to properly submit an objection are outlined below.</p>
Go to a Hearing	<p>If you properly submit an objection, you may also ask to speak in Court about the fairness of the Settlement, although you do not have to do so. Even if you speak in Court, you will still need to submit a Claim Form if you wish to seek possible monetary payment from the Settlement.</p> <p>Instructions on how to properly request an opportunity to speak to the Court are outlined below.</p>
Do Nothing	<p>If you do nothing, you will give up your right to receive any monetary payment from the Settlement and you will give up your right to sue Oak Point for any Released Claims, but you will still receive the benefit of the Oak Point Stormwater O&M Plan and the SWIP.</p>

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

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

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Basic Information

1. Why was this notice issued?

If you are reading this notice, you may be a current or former resident of Oak Point who lived in that community at some time between September 25, 2012 and _____, 2022, or an Eligible Future Resident (“Class Member”). A Court authorized this notice because Class Members have a right to know about a proposed Settlement of the Class Action, and about all of their options, including the right to file a Claim Form for a possible monetary payment, before the Court decides whether to give final approval to the Settlement. If the Court gives final approval to the Settlement, and after any appeals are resolved, then the Settlement provides the following Class Benefits: (1) all Class Members will receive Injunctive Relief in the form of the Oak Point Stormwater O&M Plan and SWIP; and (2) all Damages Class Members who have not filed a timely and valid Request for Exclusion from the Damages Class of this Settlement, but who have filed timely and valid Claim Forms (“Entitled Damages Class Members”), may also receive payments from a \$4,300,000 Settlement Fund. This notice explains the lawsuit, the Settlement, Class Members’ legal rights, what Class Benefits are available, who may be eligible for them, and how to get them.

Judge Leo T. Sorokin in the United States District Court for the District of Massachusetts is overseeing the Class Action. The case is known as *Barbara Crow, et al. v. Hometown America, LLC, et al.*, No. 1-18-cv-12149 (D. Mass.). The person who sued Oak Point, Joan Shurtleff, is called the “Plaintiff,” and is also called the “Class Representative” because she is representing the Class Members included in the Class Action. The companies she sued (Hometown America, LLC, Hometown America Management, LLC, Hometown Oak Point I, LLC and Hometown Oak Point II, LLC) are called “Hometown” and are also called the “Oak Point Defendants.”

2. What is this lawsuit about?

In the Class Action, Plaintiff claims, among other things, that Hometown failed to provide or inadequately provided services to current and former Oak Point residents related to stormwater management and infrastructure, home foundations attached to the land, driveways, walkways, and/or other permanent elements of the residents’ leased home sites. Plaintiff alleges that Hometown’s actions violated the Massachusetts Consumer Protection Act, the Massachusetts Manufactured Housing Act, and the Massachusetts Quiet Enjoyment Statute.

3. Why is this a class action?

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

4. Why is there a Settlement?

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

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

If you lived at Oak Point at any time between September 25, 2012 and _____, 2022, you are a Damages Class Member. If you lived at Oak Point at any time between September 25, 2012 and _____, 2022, or if you are an Eligible Future Resident, then are you an Injunctive Relief Class Member.

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

6. What does the Settlement provide?

This Settlement provides the immediate implementation of the Oak Point Stormwater O&M Plan and the SWIP and creates a \$4,300,000 Settlement Fund, which will compensate Entitled Damages Class Members after first paying Settlement Costs. The Settlement Agreement, available at www._____.com, or by calling 1-888-_____, describes all of the details about the Settlement Fund, the Oak Point Stormwater O&M Plan, and the SWIP.

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

The Settlement provides for a \$4,300,000 Settlement Fund, which first will be used to pay Settlement Costs, such as the cost of sending out this Notice. After all Settlement Costs have been paid, the remaining Class Benefit Fund will be paid to Entitled Damages Class Members, according to the Plan of Allocation approved by the Court. The Settlement Agreement and the Plan of Allocation are available at www._____.com, or by calling 1-888-_____. These documents describe all of the details. You will only receive a monetary payment if the Court approves this Settlement, you properly submit a Claim Form and you are an Entitled Damages Class Member (as described below).

8. How can I get money from the Settlement?

To be eligible to receive any money from the Class Benefit Fund, you must submit a timely and valid Claim Form and be a Damages Class Member, and you must not file a Request for Exclusion from the Damages Class of this Settlement. A Claim Form is included with this Notice. You can also get a Claim Form at www._____.com or by calling 1-888-_____. To be timely, a Claim Form must be mailed, by U.S. Mail, postmarked by _____, 2022, to:

Oak Point Settlement Administrator
[address]

For a Claim Form to be valid, you must follow all instructions on it, and provide all of its requested information. In addition, if the Settlement Administrator requests your proof of residency or any other additional documentation, you must provide such documentation that is acceptable to the Settlement Administrator, within ten (10) days of his request, or your claim will be denied. See the Claim Form and Plan of Allocation for further instructions, both of which are available at www._____.com or by calling 1-888-_____. You cannot make a claim for money by phone or on the website.

The Settlement Administrator will pay only one Claim Form for each Entitled Damages Class Member. If more than one person submits a Claim Form on behalf of the same Class Member, the Settlement Administrator may request additional documentation. The Settlement Administrator has sole, final, and binding authority to determine whether a Claim Form is timely and valid.

If a Class Member is a child under the age of 18, then a separate Claim Form must be filed on that Class Member's behalf by the child's parent or legal guardian, even if the parent or legal guardian is also filing a Claim Form on behalf of himself/herself. The Settlement Administrator may request additional information after receiving the claim.

If you file a Claim Form on behalf of a deceased Class Member, then you must submit the Class Member's death certificate and proof of your relation to the Class Member, or documents from a court proving that you are the court-

appointed representative of the Class Member's estate. The Settlement Administrator may request additional information from you after receiving the claim.

Tax Consequences of Settlement. Any money you receive may be subject to federal or state taxation, depending on your circumstances. Class Counsel is not a tax attorney and you are advised to seek separate advice on matters of taxation.

9. When will I get money?

If the Court approves this Settlement, and after all Settlement Costs have been paid, the Class Benefit Fund will be distributed to Entitled Damages Class Members – that is, those Damages Class Members who have not filed a timely and valid Request for Exclusion from the Damages Class of this Settlement, but who have submitted timely and valid Claim Forms. Payments will be mailed to Entitled Damages Class Members after the Court grants “final approval” of the Settlement, and any appeals are resolved. If Judge Sorokin gives final approval to the Settlement after an upcoming hearing (*see* the section “The Court’s Fairness Hearing” below), there may be appeals. If there are any appeals, resolving them can take time. Please be patient.

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

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

If the Settlement becomes final, and you do not file a timely and valid Request for Exclusion from the Damages Class of this Settlement, then you will be giving up the right to sue, or take other action against, Hometown and all Released Parties for all Released Claims identified in the Settlement Agreement. If this happens, you lose rights that could have allowed you to take Hometown to court. So if you have a grievance with Hometown and want to know whether you will or should give up your rights through this Settlement, you may want to consult with a lawyer.

If the Settlement becomes final, even if you request to be excluded from the Settlement's Damages Class, you will still give up the right to sue, or take other action against, Hometown and all Released Parties for Released Claims for equitable or injunctive relief. Again, if this happens, you may be giving up important rights. So if you have a grievance with Hometown about conditions on your home site, you may want to consult with a lawyer.

This Settlement is only settling and releasing Released Claims. It will require some disputes to be resolved by a neutral arbitrator (hired at Hometown's expense) instead of by a court. This dispute resolution procedure is part of the Injunctive Relief described above and is described in greater detail in the Settlement Agreement.

This Settlement is not settling or releasing past, current or future claims against any of the Oak Point Defendants in its capacity as an installer or retail seller of manufactured homes.

The Settlement is not settling or releasing past, current or future claims raised in the action *Bartok, et al. v. Hometown America, LLC, et al.*, currently pending in the United States District Court for the District of Massachusetts, No. 21-cv-10790, unless such claim or allegation has already been made in any complaint filed in this Action.

“Released Claims” specifically do not include claims for equitable or declaratory relief addressing conduct or events which occur after the Final Settlement Date and seek to require a Releasee's prospective compliance with any duty that may be required of the Releasee by applicable law or by applicable agreement. However, any such claim for equitable relief or declaratory relief concerning foundation maintenance, home site drainage, and/or stormwater management issues made during the Judicially Enforceable Period must be pursued in accordance with the SWIP, Stormwater O&M Plan, and Dispute Resolution Procedure set forth in the Settlement Agreement. For clarity: (1) claims for injunctive, equitable and/or declaratory relief that existed prior to the Final Settlement Date, whether

known or unknown, are “Released Claims” for all Settlement Class Members; and (2) claims for monetary relief of any kind that existed prior to the Final Settlement Date, whether known or unknown, are “Released Claims” for Settlement Class Members who are Damages Class Members. As an example, if a Damages Class Member has property damage that existed prior to the Final Settlement Date, and files a SWIP claim pursuant to the Dispute Resolution Procedure post-settlement seeking to recover for that damage, such claim is a “Released Claim” and any Releasee can submit evidence at the SWIP arbitration demonstrating that the damage pre-dated the Settlement and that the Damages Class member accepted monetary relief from the Settlement as compensation for that damage. A Releasee may have prospective duties required by applicable law or by applicable agreement. While each Settlement Class Member releases Releasees from liability as to conditions that existed before the Final Settlement Date, the continued existence of such conditions after the Final Settlement Date may give rise to new duties for a Releasee under applicable law or by applicable agreement. The parties agree that such future duties are not released.

The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so please read it carefully. Talk to Class Counsel (*see* the section on “The Lawyer Representing You” below) or your own personal lawyer if you have questions about the Released Claims or what they mean.

11. Can I get out of the Settlement?

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

To exclude yourself from the Damages Class, you must send a timely and valid Request for Exclusion by mail saying that you want to be excluded from the Damages Class in *Craw, et al. v. Hometown America, LLC, et al.* You must include the case name and number (*Craw, et al. v. Hometown America, LLC, et al.*, No. 1-18-cv-12149-LTS), the Court (D. Mass.), your full name, address, e-mail address (if any), and telephone number, and sign the Request for Exclusion. If you are represented by your own attorney in this case separate from Class Counsel, then you must include your attorney’s name, address, e-mail address, and telephone number. Your Request for Exclusion will not be valid, and you will be bound by the Settlement, if you do not include all of this information in your Request for Exclusion. You must mail your Request for Exclusion so that it is postmarked by _____, 2022, to:

Oak Point Settlement Administrator

[address]

You can’t exclude yourself from the Damages Class on the phone or on the website.

Even if you exclude yourself from the Damages Class, all Current Residents and Eligible Future Residents of Oak Point will still receive the benefit of the Injunctive Relief described above, including a mandatory alternative dispute resolution procedure – conducted by a neutral arbitrator and at Hometown’s expense.

12. If I don’t exclude myself, can I sue any Oak Point Defendant for the same thing later?

No. If you are a Damages Class Member and you do not file a timely and valid Request for Exclusion from the Damages Class of this Settlement, then you will be bound by the Settlement and its Release, and you will give up the right to sue any Oak Point Defendant or any Released Party for any Released Claim. If you file a timely and valid Request for Exclusion from the Damages Class of this Settlement, then you will keep the right to sue any Oak Point Defendant or Released Party for your individual monetary damages arising from the claims in this case. Even if you file a timely and valid Request for Exclusion from the Damages Class of this Settlement, or you are an Eligible Future Resident, then: (1) you will still remain part of the Injunctive Relief Class; (2) you will remain bound by the Settlement as to the Injunctive Relief Class; and (3) you will release all Released Claims for equitable and injunctive relief.

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

No. If you are a Damages Class Member and you exclude yourself from the Damages Class, you cannot get money from this Settlement, and should not submit a Claim Form to ask for money. If you exclude yourself and file a Claim Form anyway, your Claim Form will be denied.

The Lawyer Representing You

14. Do I have a lawyer in this case?

Yes. Class Counsel represents you and other Class Members. You do not have to pay him. If the Settlement is given final approval and all appeals are over, then Hometown will pay Class Counsel an amount to be determined by the Court – but no more than \$1,000,000. Hometown’s payment of this Attorney’s Fee and Expenses award will be in addition to the \$4,300,000 Settlement Fund. If you want to consult or be represented by your own lawyer, and have that lawyer appear in court for you in this case, then you may hire an attorney at your own expense.

Objecting to the Settlement

15. How do I tell the Court if I don’t like the Settlement?

You can object to the Settlement if you don’t like some or all of it. The Court will consider your views. To object to the Settlement, you must submit a written objection to the Settlement Administrator. It must be titled “Objection to Class Settlement in *Craw, et al. v. Hometown America, LLC, et al.*, No. 1:18-cv-12149-LTS.” You must include your full name, address, e-mail address, telephone number, and your signature, and identify yourself as an Oak Point Class Member in this case. You must also include the specific legal and factual reasons why you object to the Settlement, copies of any evidence or documents to support your objection, and what changes to the Settlement you are requesting.

If you are represented by an attorney in filing the objection, then you must also include your attorney’s name, address, e-mail address, and telephone number. You must state whether you or your attorney will be attending the hearing. (See “The Court’s Fairness Hearing” below). You must submit your objection by U.S. mail so that it is postmarked by _____, 2022, or send your objection by overnight carrier or by hand so that it is delivered by _____, 2022, to the Settlement Administrator’s address listed below:

Settlement Administrator

The Court may overrule your objection. If you want to be eligible to receive money from the Settlement, even if you object to the Settlement, then you must file a timely and valid Claim Form.

16. What's the difference between objecting and asking to be excluded?

Objecting is telling the Court that you oppose approval of the Settlement, but that you are still willing to accept Class Benefits, including money from the Class Benefit Fund, if the Court gives its final approval to the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Damages Class and will give up any right you have to money in the Class Benefit Fund.

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

No.

The Court's Fairness Hearing

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

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

The Court has scheduled a Fairness Hearing at ____ on _____, _____, 2022, at John Joseph Moakley United States Courthouse, 1 Courthouse Way, in Boston Massachusetts. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider those objections. Judge Sorokin will listen to people who properly have asked to speak about an objection, as described below. The Court may decide how much to award Class Counsel as fees for representing the Class, and how much to award Joan Shurtleff as Class Representative. Class Counsel has requested that the Court approve an award for Attorney's Fees and Expenses of \$1,000,000 to compensate him for handling the Class Action and a Class Representative Award of \$25,000 to Joan Shurtleff to compensate her for her work on behalf of Class Members. Hometown will pay the Attorney's Fees and Expenses award and the Class Representative Award in addition to paying the \$4,300,000 Settlement Fund, if the Settlement receives final approval and after appeals, if any. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take. The hearing may be moved to a different date or the Court may hold the hearing online, via telephone or videoconference or in some other format, without additional notice, so it is a good idea to check www.uscourts.gov for updated information.

19. May I speak at the hearing?

You may attend the hearing, but do not have to do so. If you submitted a timely and valid objection to the Settlement, as described above, then you may ask the Court for permission to speak at the Fairness Hearing. If you or your attorney intend to speak at the Fairness Hearing, then you must file a "Notice of Intention to Appear" in *Craw, et al. v. Hometown America, LLC, et al.*, No. 1:18-cv-12149-LTS (D. Mass.), stating such intention to appear at the Fairness Hearing. Your Notice of Intention to Appear must be filed with the Court not later than fourteen (14) days prior to the Fairness Hearing, and must be sent to the following addresses by U.S. Mail postmarked no later than fourteen (14) days prior to the Fairness Hearing:

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

Lisa C. Goodheart
Tristan C. Colangelo
Sugarman, Rogers, Barshak & Cohen, P.C.
101 Merrimac Street, Suite #900
Boston, MA 02114

Your Notice of Intention to Appear must include the following information to be valid: (a) name of the case (*Craw, et al. v. Hometown America, LLC, et al.*, No. 1:18-cv-12149-LTS (D. Mass.)); (b) your full name, address, e-mail address, telephone number, and signature; and (c) if you have hired an attorney to represent you and present your objection, your attorney's name, address, telephone number, e-mail address, and Massachusetts BBO Number. Unless otherwise permitted by the Court, you and your attorney (if any) may only discuss those matters raised in the objection that you filed with the Court, by the procedures outlined above.

If I Do Nothing and Getting More Information

20. What happens if I do nothing?

If you do nothing, you will not be eligible to receive any payment from the Class Benefit Fund and you will be giving up the right to sue, or take other action against, Hometown and all Released Parties for the Released Claims identified in the Settlement Agreement. If this happens, you may lose rights that could have allowed you to take Hometown to court. If you believe you are a Damages Class member, please submit your Claim Form today! One is included with this Notice.

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

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, the Claim Form, and the Plan of Allocation, which are available at www._____.com or by calling 1-888-_____.

4890-2123-3700, v. 1

Exhibit D

LEGAL NOTICE

Have you lived in the Oak Point Manufactured Housing Community in Middleborough, Massachusetts at any time since September 25, 2012??

If yes, a legal Settlement has been proposed in a class action lawsuit that, if approved by the Court, will affect your rights. So please read this notice carefully. The class action lawsuit claims that the owners and operators of the Oak Point Manufactured Housing Community (“Oak Point”) failed to provide or inadequately provided services to Oak Point residents related to stormwater management and infrastructure, home foundations attached to the land, driveways, walkways, and/or other permanent elements of residents’ leased home sites. The Settlement will require the Oak Point Defendants to pay for a \$4,300,000 Settlement Fund. The Court will hold a hearing in this case, called *Craw, et al. v. Hometown America, LLC, et al.*, in the United States District Court for the District of Massachusetts (1:18-cv-12149-LTS), on _____, 2022 to consider whether to give final approval to the proposed Settlement, a request by Class Counsel for Attorney’s Fees and Expenses of \$1,000,000, and a request by Class Counsel to award the Class Representative, Joan Shurtleff, \$25,000. The Oak Point Defendants will separately pay the Attorneys’ Fees and Expenses and Class Representative Award awarded by the Court if the proposed Settlement receives final approval and all appeals end. You or your own lawyer may ask to speak at the hearing, at your own cost, but you do not have to appear and speak at the hearing. You must follow the instructions in the Settlement Agreement, or your request to appear at the hearing or have a lawyer appear on your behalf will be denied. You can obtain the Settlement Agreement, detailed Settlement Notice describing the Settlement, and Plan of Allocation for money distribution at **1-888-_____, or at www.oakpointclassactionsettlement.com**.

Who’s Included in the Class? The Damages Class includes any person who resided at Oak Point at any time between September 25, 2012 and _____, 2022, but expressly excludes Eligible Future Residents. The Injunctive Relief Class (receiving Injunctive Relief) includes those, plus Eligible Future Residents.

Who is being sued? Hometown America, LLC, Hometown America Management LLC, and Hometown Oak Point (the “Oak Point Defendants” or “Hometown”).

What does the Settlement provide? The Settlement provides the Oak Point Stormwater O&M Program and the Oak Point Surface Water Inspection Program (“SWIP”), and creates a \$4,300,000 Settlement Fund. The Settlement Agreement, its Plan of Allocation, the SWIP, and the Oak Point Stormwater O&M Program can be obtained from the Settlement Administrator at the number or website above.

How do you get money? To be eligible to receive a payment, you must be a Damages Class Member, and you must submit a timely and valid Claim Form, but you cannot request exclusion from the Damages Class. A timely Claim Form must be mailed, by U.S. Mail, to the Settlement Administrator, post-marked by _____, 2022. A Claim Form can be obtained from the number or website above. You must follow the Claim Form’s instructions and provide all requested information for the Claim Form to be valid. If the Settlement Administrator requires proof of your Oak Point residency or any other documentation, then you must provide documentation acceptable to the Settlement Administrator within ten (10) days of its request or your Claim Form will be denied. After all Settlement Costs have been paid, the Settlement Fund’s remainder (the “Class Benefit Fund”) will be distributed to Entitled Damages Class Members. Settlement Class Members who do not receive money are still bound by the Settlement and its Release. If you do receive money, taxes are your responsibility. More information on filing a Claim Form is found in the detailed Settlement Notice and Claim Form.

Can you get out of the Settlement? If you do not want money offered by the Settlement, but you want to keep the right to sue Hometown for individual monetary damages, then you must exclude yourself from the Damages Class by _____, 2022. You can obtain a detailed Settlement Notice, explaining how to request exclusion from the Damages Class, from the number or website above. Even if you exclude yourself from the Damages Class, you will still be part of the Injunctive Relief Class, and receive the benefits of the Oak Point Stormwater O&M Program and the SWIP, and you will be bound by the Settlement and the Release as to Released Claims for equitable and injunctive relief.

All Class Members are bound by the Settlement and its Release as to all Released Claims, except that those Class Members filing a timely and valid Request for Exclusion from the Damages Class only release the Released Claims for equitable and injunctive relief. If you do not submit a timely and valid Request for Exclusion from the Damages Class, and the Court gives final approval to the Settlement, then you are not able to sue, or continue to sue, Hometown for any Released Claim.

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

Release. If the Court gives final approval to the Settlement, then Hometown and the Released Parties will be released from all liability for the Released Claims, as set forth in more detail in the Settlement Agreement, which can be obtained from the number or website above. Capitalized terms herein have the meaning given to them in the Settlement Agreement.

Exhibit E

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

BARBARA CRAW, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 18-12149-LTS
)	
HOMETOWN AMERICA, LLC, et al.,)	
)	
Defendants.)	

PRELIMINARY APPROVAL ORDER

Upon consideration of the Settling Oak Point Parties’ Joint Motion for Preliminary Approval of Class Action Settlement of the Oak Point Claims and Plan of Allocation (“Motion for Preliminary Approval”), Doc. 228, along with the Settling Oak Point Parties’ Stipulation of Settlement (“Settlement,” “Settlement Agreement.” or “Agreement”) and exhibits thereto, Doc. 228-1, and all of the papers filed in connection therewith, the arguments of counsel, the evidence submitted, and all other matters presented to the Court in hearing on _____, 2022, the Court hereby grants preliminary approval of the Settlement contained in the Settling Oak Point Parties’ Settlement Agreement and its exhibits upon the terms and conditions set forth in this Order. Capitalized terms and phrases in this Order shall have the same meaning set forth in the Settlement Agreement, which is filed as Doc. 228-1. The Court makes the following findings and orders, and sets the deadlines listed at the end of this Order.

FINDINGS OF FACT

1. The Settling Oak Point Parties filed their Motion for Preliminary Approval on July 22, 2022.

2. This case involved two separate alleged classes, one pertaining to the Oakhill Manufactured Housing Community (“Oakhill”) located in Attleboro, Massachusetts, and one pertaining to the Oak Point Manufactured Housing Community (“Oak Point”) located in Middleborough, Massachusetts. The Court previously entered a Partial Final Order and Judgment Pursuant to Rule 54(b) regarding the Settlement as to the claims concerning the Oakhill class. Doc. 217. The current Settlement relates only to Oak Point.

3. On September 25, 2018, Plaintiff Craw initiated this Action in the Plymouth County Superior Court for the Commonwealth of Massachusetts (No. 1883cv01017) by filing a class action complaint for injunctive relief and damages (the “Complaint”). Plaintiff Craw was, at that time, and still is, a resident of the Oakhill Manufactured Housing Community. Plaintiff Craw named Hometown America, LLC, Hometown America Management, LLC and Hometown Oakhill, LLC as defendants, along with Hometown Oak Point I, LLC and Hometown Oak Point II, LLC (together, “Hometown Oak Point”).

4. The Defendants timely removed the Action to this Court on October 15, 2018.

5. Plaintiff Craw filed a first amended class action complaint for injunctive relief and damages (the “First Amended Complaint”) on October 31, 2018. The First Amended Complaint added Joan Shurtleff as a named plaintiff (“Plaintiff Shurtleff”), who at that time was, and still is, a resident of Oak Point.¹

6. On November 21, 2018, Defendants filed a motion to dismiss for failure to state a claim.

7. On December 14, 2018, Plaintiffs filed a motion for partial summary judgment as to liability on Counts I and II of the First Amended Complaint.

¹ Plaintiff Craw and Plaintiff Shurtleff will be collectively referred to as “Plaintiffs”.

8. The parties fully briefed the motion to dismiss. The Court heard oral argument on the motion to dismiss on February 28, 2019. The parties thereafter filed supplemental memoranda regarding the motion to dismiss.

9. On March 21, 2019, the Court denied the Defendants' motion to dismiss in its entirety.

10. On April 5, 2019, the Court denied Plaintiffs' motion for partial summary judgment without prejudice to renew, prior to the close of discovery, on or before May 6, 2019.

11. Plaintiffs filed a second motion for partial summary judgment on May 3, 2019. Defendants filed a Fed. R. Civ. P. 56(d) declaration in response to that motion on May 17, 2019. Plaintiffs filed a reply brief in support of that motion on May 24, 2019. Defendants filed a sur-reply on May 31, 2019. On August 8, 2019, the Court denied that motion for partial summary judgment without prejudice, allowing its renewal at the close of discovery.

12. In the interim, the parties commenced discovery. Nine depositions were ultimately taken and over 75,000 pages of documents were ultimately exchanged. Defendants submitted thirteen different expert reports. Three motions for protective order were filed, briefed, and decided by the Court.

13. Beginning in March 2020, the parties began requesting this Court for extensions of the deadlines contained in the operative scheduling order, and in particular those pertaining to the summary judgment briefing schedule, so that they could engage in settlement discussions. This Court granted eight such extensions between March of 2020 and December of 2020.

14. The parties first focused on negotiating a settlement of this Action concerning the allegations of the First Amended Complaint that involve the Oakhill Manufactured Housing Community. When such a partial settlement of this action appeared reasonably likely to occur,

the Court granted the parties' Joint Motion to Stay this Action as it pertained to Oakhill, to allow the parties to negotiate and consummate that partial settlement. The Settling Oakhill Parties filed a Settlement Agreement regarding Oakhill with the Court on May 6, 2021. This Court entered a Partial Order and Judgment Pursuant to Rule 54(b) as to the Oakhill Settlement on September 23, 2021.

15. After a Settlement regarding Oakhill was reached in principle in or around November 2020, and while the parties were engaged in the process of drafting the Oakhill Settlement Agreement and seeking approval of the Oakhill settlement from this Court, the parties focused on attempting to reach a settlement of the remaining claims in the Action regarding Oak Point. The parties sought settlement help and direction from a mediation attorney, Paul Finn, to reach a settlement of the remaining claims in the Action regarding Oak Point. The parties engaged in a two-day virtual mediation with Mr. Finn on April 20-21, 2021 that was not successful.

16. Two days later, Plaintiff Shurtleff filed a Third Motion for Partial Summary Judgment on April 23, 2021, with over 1000 pages of exhibits. On June 10, 2021, the Oak Point Defendants filed a Motion for Summary Judgment as to the claims regarding Oak Point with over 350 pages of exhibits. Also on June 10, 2021, Defendants filed a Motion to Strike Expert Opinions of Plaintiffs' Expert. The Settling Oak Point Parties fully briefed all of those motions.

17. After over one year of hard-fought and arms-length negotiations, the Settling Oak Point Parties finally reached this Settlement in July, 2022. The Settling Oak Point Parties, and their counsel, took into account: (a) the merits of the First Amended Complaint as to claims arising from or relating to Oak Point or the lack thereof; (b) the strength of Plaintiff Shurtleff's and the putative Class Members' case compared to the amount of the Oak Point Defendants' settlement offer; (c) the evidence and information adduced through discovery, investigation, and the informal

exchange of information through mediation; (d) the applicable law; (e) the time, expense and effort necessary to litigate the Action to conclusion; (f) possibilities of success weighed against the possibilities of loss; (g) the range of potential judgment values, if any should be awarded; (h) the complexity of the issues in the Action; (i) the risks inherent in protracted litigation; (j) the magnitude of benefits to be gained from immediate settlement in light of both the maximum potential of a favorable outcome with the attendant expense and likelihood of an unfavorable outcome; (k) the possibility of no recovery to any Class Members whatsoever; (l) the merits of Plaintiff Shurtleff's third motion for summary judgment, Defendants' motion for summary judgment, and Defendants' motion to strike expert opinions of Plaintiffs' expert; (m) the fairness of benefits from an immediate settlement under all of the foregoing considerations; and (n) the stage of the proceedings. Substantial time and effort have been expended by the Settling Oak Point Parties and their counsel in negotiating the Settlement Agreement and the Settlement contemplated herein.

18. The parties conducted an extensive and thorough examination, investigation, and evaluation of the relevant law, facts, and allegations by Plaintiff Shurtleff and the putative Oak Point class members to assess the merits of their claims, and to determine the strength of both defenses and liability sought in the Action and the likelihood of success.

19. The Settling Oak Point Parties have entered into the Settlement Agreement in which they have agreed to settle the Action, pursuant to the terms of the Settlement Agreement and its exhibits, subject to the approval and determination by the Court as to the fairness, reasonableness, and adequacy of the Settlement, which, if approved, will result in the dismissal of the claims of Joan Shurtleff and the Settlement Class Members in the Action with prejudice (except that the individualized monetary damage claims, but not the claims for any and all injunctive or equitable

relief, of Settlement Class Members who file timely and valid Requests for Exclusion from the Damages Class will be dismissed without prejudice). The Court has reviewed the Settlement Agreement, including all exhibits thereto and all materials filed related thereto, and all prior proceedings herein, and has found good cause based on the record to support the following orders.

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

20. **Stay of the Action.** The Court stays, during the pendency of the Settlement proceedings contemplated by the Agreement, all non-settlement-related proceedings in this Action as to the Oak Point Defendants and regarding any Released Claim, such stay to remain effective during the pendency of such Settlement proceedings unless modified by further order of the Court.

21. **Preliminary Class Certification for Settlement Purposes Only.**

A. Pursuant to the class action criteria of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), the Court preliminarily certifies, for settlement purposes only, a Rule 23(b)(2) Injunctive Relief Class and a Rule 23(b)(3) Damages Class. The Injunctive Relief Class consists of all Current Residents and all Former Residents, who resided at the Oak Point Manufactured Housing Community at any point between September 25, 2012 and the Effective Date of this Settlement, and all Eligible Future Residents. Injunctive Relief Class members will not be allowed to file a Request for Exclusion from the Rule 23(b)(2) Injunctive Relief Class. The Damages Class consists of all Current Residents and all Former Residents, who resided at the Oak Point Manufactured Housing Community at any point between September 25, 2012 and the Effective Date of this Settlement. The Damages Class expressly excludes all Eligible Future Residents (as they are eligible for only the Injunctive Relief provided by the Settlement). Damages Class members will be permitted to file a Request for Exclusion from the Damages Class, but such Request for Exclusion must be timely and valid under the terms of the Settlement. The Settlement

Class shall consist of: (1) all members of the Injunctive Relief Class; and (2) all members of the Damages Class, except as to individualized monetary relief claims for those who submitted to the Settlement Administrator a timely and valid Request for Exclusion by the Opt-Out Deadline.

B. The Court preliminarily finds, for settlement purposes only, that the prerequisites for a class action under Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure have been met, in that: (a) the Class is so numerous that joinder of all individual Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Class and those common questions of law and fact predominate over any individual questions; (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class Representative and Class Counsel will fairly and adequately represent the interests of the Class; (e) the Damages Class is superior to other available methods for the fair and efficient adjudication of the controversy; and (f) the Oak Point Defendants have acted or refused to act on grounds that apply generally to the Injunctive Relief Class, and the Injunctive Relief provides a single injunction to each member of the Class and to the Class as a whole.

C. If the Court does not grant final approval of the Settlement set forth in the Settlement Agreement, or if the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms, or if the Settlement does not become effective as of the Final Settlement Date for any reason, then: (1) this preliminary certification of the Class (including the Injunctive Relief Class and the Damages Class) set forth herein will be vacated, null and void and shall not be used or referred to for any purpose in this Action or in any other proceeding, and this Order may not be used offensively against any Settling Oak Point Party in this Action or in any other proceeding; and (2) the Action shall proceed as though the Class had never been certified, without prejudice to any party's position on the issue of class certification or any other issue. The Oak

Point Defendants retain all rights to assert that the Action may not be certified as a class action, other than for settlement purposes.

22. **Class Representative and Class Counsel Designation.** For settlement purposes only, and after considering the relevant factors in Fed. R. Civ. P. 23 and subject to further consideration at the Fairness Hearing, Plaintiff Joan Shurtleff is conditionally designated as representative of the Settlement Class and Class Counsel is conditionally appointed as counsel for the Settlement Class. Class Counsel is:

Ethan Horowitz
Northeast Justice Center
50 Island Street, Suite 203B
Lawrence, MA 01840
(978) 888-0624
ehorowitz@njc-ma.org

23. **Settlement Administrator Appointment.** The Court hereby appoints _____ as Settlement Administrator to supervise and administer the Class Notice as set forth in the Settlement Agreement, and for the other purposes set forth in the Settlement Agreement.

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

25. **Class Notice.** The Court further finds that: (i) the form and content of the Class Notice provides notice of the material terms of the Settlement Agreement to the Class Members for their consideration; and (ii) the procedure for providing the Class Notice to Class Members is the best practicable under the circumstances. The Court thus approves the form of, content of and notice plan for the Class Notice as set forth in the Settlement Agreement because the proposed notice plan: (i) meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law, and shall constitute due, adequate, and sufficient notice to all persons entitled thereto; and (ii) is reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under that Settlement, including but not limited to their right to submit a Request for Exclusion from the Damages Class and their right to object to the proposed Settlement. The Court further finds that the proposed notices to the Class are written in simple terminology, and are readily understandable by Class Members. No other notice to the Class is necessary other than that set forth in the Settlement Agreement. The Settlement Administrator shall provide the Class with Class Notice as set forth in the Settlement Agreement. The Settlement Administrator has discretion to format the Class Notice in a reasonable manner before mailing/publishing to minimize administration costs.

26. **Requests for Exclusion; Consequences of Exclusion and Non-Exclusion.**

A. The Injunctive Relief Class is mandatory and no Injunctive Relief Class Member may request exclusion from the Injunctive Relief Class. Any Damages Class Member who wishes to be excluded from the Damages Class must mail a written Request for Exclusion from the Damages Class to the Settlement Administrator at the address provided by the Class Notice (the address will also be available on the Settlement website,

www.oakpointclassactionsettlement.com). The Request for Exclusion from the Damages Class must be signed by the Damages Class Member and include the following to be valid: (i) the case name and number (*Craw, et al. v. Hometown America, LLC, et al.*, (No. 1:18-cv-12149-LTS)); (ii) the Damages Class Member's name, address, e-mail address (if any), and telephone number; (iii) a clear statement that the Damages Class Member wishes to be excluded from the Damages Class; and (iv) if represented by legal counsel, the name, address, e-mail address, and telephone number of that legal counsel. The Request for Exclusion from the Damages Class must be sent by U.S. mail to the Settlement Administrator and postmarked on or before the Opt-Out Deadline. The Settlement Administrator's decision as to whether any Request for Exclusion from the Damages Class is or is not timely or valid is final and binding.

B. Any Damages Class Member who submits a timely and valid Request for Exclusion from the Damages Class will not have standing to object to any monetary relief in the Settlement, shall be excluded from the Damages Class and shall receive no portion of the Class Benefit Fund, or any monetary relief provided in the Settlement Agreement, but shall be included in the Settlement Class as an Injunctive Relief Class Member and be bound by the Release as it applies to Injunctive Relief Class Members.

C. Any Damages Class Member who is not excluded from the Damages Class by the filing of a timely and valid written Request for Exclusion from the Damages Class by the Opt-Out Deadline, as approved by the Court, shall be bound by all subsequent proceedings, orders and judgment in this Action, including the Final Order and Judgment and its Release provisions, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against any Oak Point Defendant for any of the Released Claims.

D. The Opt-Out List, identifying the Damages Class Members requesting exclusion from the Damages Class, shall be assembled by the Settlement Administrator and filed with the Court no later than fifteen (15) days prior to the Fairness Hearing. The Settlement Administrator shall provide that Opt-Out List to Class Counsel and Defendants' Counsel no later than fifteen (15) days after the Opt-Out Deadline.

E. Any decision by the Oak Point Defendants to void the Settlement Agreement because of the number of timely and valid Requests for Exclusion from the Damages Class received by the Settlement Administrator must be made by any Oak Point Defendant no later than ten (10) days prior to the Fairness Hearing.

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

A. Any Settlement Class Member who wishes to object to any aspect of the proposed Settlement must object in writing, and serve such objection by hand, first-class U.S. Mail (postage pre-paid), or overnight carrier to the Settlement Administrator at the address provided in the Settlement Notice by the Objection Deadline. The objection must include the information required by the Settlement Notice to the Class, as also set forth in the Settlement Agreement. Objections that are untimely or otherwise not in compliance with the Settlement Agreement requirements may not be considered by this Court.

B. Attendance by Settlement Class Members at the Fairness Hearing is not necessary. Settlement Class Members do have the right to appear and show cause, if they have any, why the terms of the Settlement should not be given final approval by the Court. Such objection to the Settlement in person may be made by Settlement Class Members on their own or through an attorney hired at their own expense.

C. Any Settlement Class Member who submits a timely objection and who also otherwise complies with the procedures for presenting objections as described above or in the Settlement Agreement, may appear at the Fairness Hearing in support of the objection. Settlement Class Members who intend to make an appearance at the Fairness Hearing must file a notice of intention to appear with the Court no later than fourteen (14) days prior to the date of the Fairness Hearing. If a Settlement Class Member hires an attorney to represent him/her/it, the attorney must: (1) file a notice of appearance with the Clerk of the Court no later than fourteen (14) days before the Fairness Hearing; and (2) send a copy of the notice of appearance to Class Counsel and Defendants' Counsel by U.S. mail to the addresses provided in the Settlement Notice (and also available on the Settlement website, www.oakpointclassactionsettlement.com), postmarked no later than fourteen (14) days before the Fairness Hearing, and also by email.

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

E. Any Settlement Class Member or attorney representing him/her/it who fails to comply with the procedures for presenting objections or appearing at the Fairness Hearing as

described above or in the Settlement Agreement, unless otherwise ordered by the Court, will not be treated as filing a valid objection to the Settlement and shall waive and forfeit any and all rights he or she may have to submit a written objection or appear at the Fairness Hearing, and shall be bound by all the terms of the Settlement upon final approval and by all proceedings, orders and judgments, including, but not limited to, the Release and the Final Order and Judgment, in the Action.

F. The Settling Oak Point Parties may file responses to objections with the Court within fourteen (14) days of the Fairness Hearing, unless otherwise directed by the Court.

28. **Claim Forms.** The process and requirements for filing Claim Forms set forth in the Settlement Agreement are subject to the Court's review and final approval. The Court preliminarily approves that process and its requirements, including, but not limited to, the following: (1) only Entitled Damages Class Members (those Damages Class Members who do not file timely and valid Requests for Exclusion from the Damages Class, but who do submit timely and valid Claim Forms as required by the Settlement Notice and the Settlement Agreement), will be entitled to a portion of the Class Benefit Fund; (2) if the Settlement Administrator requests from a Class Member or claimant sufficient proof of residency and/or any other documentation for a valid Claim Form, the Class Member/claimant must provide the proof of residency and/or documentation requested by the Settlement Administrator within ten (10) days of the request, or the claim will be denied; (3) the Settlement Administrator has sole, final and binding authority to determine whether a Claim Form is timely and valid; (4) the Settlement Administrator will pay only one Claim Form for each Entitled Damages Class Member; and (5) if more than one Claim Form is submitted for one Entitled Damages Class Member, then the Settlement Administrator has sole, final, and binding authority to determine which Claim Form

is valid and which Claim Form is not, and has the authority to request further documentation as proof of validity.

29. **Fairness Hearing.** Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a Fairness Hearing on _____, 202__, at _____m., before the Honorable Leo T. Sorokin of the United States District Court for the District of Massachusetts, Courtroom 13 of the John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210, to consider all objections to the Settlement that are timely and that otherwise comply with the requirement of the Settlement Agreement, and to determine the following:

a. Whether the proposed Settlement Class meets all applicable requirements of the Federal Rule of Civil Procedure 23 and thus, the Class should be finally certified as a Rule 23(b)(2) Injunctive Relief Class and a Rule 23(b)(3) Damages Class for settlement purposes only;

b. Whether the proposed Settlement and its Plan of Allocation are fair, reasonable, and adequate, were entered into in good faith and without collusion, and should be granted final approval;

c. Whether Class Counsel's and Plaintiff Shurtleff's respective requests for Attorney's Fees and Expenses and a Class Representative Award should be allowed;

d. Whether a Final Order and Judgment, as proposed with the Settlement Agreement, should be entered;

e. Whether the claims of Joan Shurtleff and the Settlement Class Members in the Action should be dismissed with prejudice (except that the individualized monetary relief claims of Damages Class Members who filed a timely and valid Request for Exclusion from the Damages Class would be dismissed without prejudice);

f. Whether the Settlement Class Members will be bound by the Release;

g. Whether the Settlement Class Members will be subject to a permanent injunction that bars them (and anyone acting on their behalf) from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any lawsuit, claim, demand, arbitration or proceeding in any jurisdiction that asserts any Released Claim; and

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

The Court may adjourn or reschedule the Fairness Hearing, or order that the Fairness Hearing will be held via conference call or video conference, without further notice to the Settlement Class Members. Any such order by this Court shall be posted by the Settlement Administrator on the Settlement website, www.oakpointclassactionsettlement.com.

30. **Motion for Attorney's Fees and Expenses.** All requests for approval of payment of attorneys' fees and reimbursement of expenses, including Class Counsel's application for Attorneys' Fees and Expenses, shall be filed no later than 14 days before the Fairness Hearing. Any objection to such requests shall be filed with this Court no later than 2 days before the Fairness Hearing. Such requests will be heard at the time of the Fairness Hearing by the Court. The Settlement Administrator shall post Class Counsel's request for Attorney's Fees and Expenses on the Settlement Website within three business days of the filing of such request with the Court.

31. **Class Representative Award.** Any request for approval of payment of a Class Representative Award to Plaintiff Joan Shurtleff shall be filed no later than 14 days before the Fairness Hearing. Any objection to such request shall be filed with this Court no later than 2 days before the Fairness Hearing. Such request will be heard at the time of the Fairness Hearing by the Court. The Settlement Administrator shall post such request for a Class Representative Award on the Settlement Website within three business days of the filing of such request with the Court.

32. **Preliminary Injunction.** Pending the Fairness Hearing and the issuance of a Final Order and Judgment in this Action, all members of the Settlement Class (and anyone acting on their behalf) are hereby preliminarily enjoined from commencing, maintaining, prosecuting, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief in any action, suit or proceeding before any court, tribunal (including arbitration) quasi-judicial administrative agency or other body in any jurisdiction, which asserts a Released Claim against any Oak Point Defendant. Under the All Writs Act, the Court finds that issuance of this stay and preliminary injunction is necessary and appropriate in aid of this Court's jurisdiction over this Action. The Court finds no bond is necessary for the issuance of this injunction. This preliminary injunction remains effective until further order of the Court. This preliminary injunction does not apply to past, current or future claims raised in the action *Bartok, et al. v. Hometown America LLC, et al.*, currently pending in the United States District Court for the District of Massachusetts, Case No. 21-cv-10790, unless such claim or allegation has already been made in any complaint filed in this action.

33. **Retaining Jurisdiction.** The Court shall maintain continuing jurisdiction over these Settlement proceedings to assure the effectuation thereof for the benefit of the Class.

34. **Miscellaneous.**

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

B. The Settling Oak Point Parties shall notify one another and work together to resolve matters involved in Settlement administration that materially affect the Settlement Class.

C. This Court may order its final approval of the Settlement without further notice to the Class. Any amendments to the Settlement hereafter made do not require further notice to the Class if such amendments are consistent with this Preliminary Approval Order and do not limit the rights of Class Members.

D. Neither this Preliminary Approval Order, nor the Agreement, nor any of the negotiations or proceedings connected therewith, contains, constitutes, reflects or implies any finding or conclusion by this Court, or any admission or concession by any Oak Point Defendant, of any fault, omission, liability, or wrongdoing on the part of any Oak Point Defendant. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in the Action or a determination of any wrongdoing by any Oak Point Defendant. This Preliminary Approval Order does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims of Joan Shurtleff and the Settlement Class Members or the defenses of any Oak Point Defendant.

E. The Settlement Administrator shall place this Order on the Settlement website, www.oakpointclassactionsettlement.com, within ___ days after this Order is entered. The Settlement Administrator should also place on such website the Settlement Agreement and its exhibits, the Motion for Preliminary Approval and its exhibits, the Final Order and Judgment, if any, any Court order ruling on any motion for final approval of the Settlement, and any other document required herein or deemed necessary to post by Class Counsel and Defendants' Counsel.

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

- Deadline for Settlement Administrator to mail and e-mail Class Notice: _____, 2022 (within 30 days after issuance of this Order).

- Deadline for Settlement Administrator to publish Publication Notice to the Class: _____, 2022 (within 30 days after issuance of this Order).
- Deadline for a member of the Damages Class to submit a Request for Exclusion from the Damages Class (“Opt-Out Deadline”): _____, 2022 (within 90 days after issuance of this Order).
- Deadline to Object (“Objection Deadline”): _____, 2022 (within 90 days after issuance of this Order).
- Claim Form Deadline: _____, 2022 (within 120 days after issuance of this Order).
- Deadline to file list of opt-outs with the Court: 15 days prior to the Fairness Hearing.
- Notices of Appearance at the Fairness Hearing: no later than 14 days prior to the Fairness Hearing.
- Deadline to file requests for Attorneys’ Fees and Expenses and Class Representative Award: no later than 14 days prior to the Fairness Hearing.
- Deadline to file Motion for Final Approval: 10 days prior to the Fairness Hearing.
- Fairness Hearing: _____ a.m/p.m. _____, 202__ (no earlier than 120 days from this Order).

IT IS HEREBY ORDERED

Dated: _____, 2022

HONORABLE LEO T. SOROKIN
UNITED STATES DISTRICT COURT JUDGE

Exhibit F

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

BARBARA CRAW, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 18-12149-LTS
)	
HOMETOWN AMERICA, LLC, et al.,)	
)	
Defendants.)	

[Proposed] FINAL ORDER AND JUDGMENT

The Settling Oak Point Parties have submitted a Joint Motion for Final Approval of Settlement Agreement (the “Final Approval Motion”), which seeks final approval of the Settling Oak Point Parties’ Stipulation of Settlement (the “Settlement”, “Settlement Agreement”, or “Agreement”), which is filed as D.E. [REDACTED], and all exhibits thereto, including, but not limited to, the Plan of Allocation. The Settlement Agreement is entered into by Plaintiff Joan Shurtleff, both individually and as Class Representative (the “Plaintiff” or “Class Representative”), and Defendants Hometown America, LLC, Hometown America Management, LLC, Hometown Oak Point I, LLC, and Hometown Oak Point II, LLC (the defendants are collectively the “Oak Point Defendants”) (the Oak Point Defendants jointly with Joan Shurtleff, both individually and as Class Representative, are the “Settling Oak Point Parties”). In addition, Class Counsel, attorney Ethan Horowitz, has submitted a motion for Attorney’s Fees and Expenses, and a motion for Class Representative Award. Subject to the terms and conditions set forth below, this Court hereby enters this Final Order and Judgment.

On these motions, subject to the terms and conditions set forth below, this Court enters this final order approving the class action Settlement and directs entry of this judgment of dismissal of

all claims pertaining to the Oak Point Manufactured Housing Community in Middleborough, Massachusetts (“Final Order and Judgment”). Except as otherwise expressly specified below in ¶9, this Final Order and Judgment dismisses all claims of Joan Shurtleff (made individually and as Class Representative) and the Settlement Class against the Oak Point Defendants from the Action on the merits, with prejudice, and without costs.

This Court preliminarily approved the Agreement by Preliminary Approval Order dated [REDACTED] ECF# [REDACTED]. The Settlement Administrator, [REDACTED], has advised the Court by declaration that it completed notice to the Class, as set forth in the Settlement Agreement.

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Agreement, memoranda and arguments submitted on behalf of the Settlement Class, and supporting affidavits. The Court held a Fairness Hearing on [REDACTED], at which the Court heard the Settling Oak Point Parties with respect to the proposed Settlement, and at which the Court gave any Class Member, who objected to the Settlement pursuant to the requirements set forth in the Agreement, the opportunity to be heard.

Based on the papers filed with the Court and the presentations made to the Court at the Fairness Hearing, the Court finds that the Agreement is fair, adequate, and reasonable, in accordance with Rule 23 of the Federal Rules of Civil Procedure, and in the best interests of the Settlement Class. In addition, the Court deems it appropriate to make an award of reasonable Attorney’s Fees and Expenses to Class Counsel, and a reasonable Class Representative Award to Joan Shurtleff. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Final Order and Judgment incorporates by reference all definitions in the Agreement. All terms and phrases, including but not limited to capitalized terms and phrases, used in this Final Order and Judgment shall have the same meanings set forth in the Agreement.

2. The Court has jurisdiction over the subject matter of the Action and, for purposes of this Settlement only, over all Settling Oak Point Parties, including but not limited to all Settlement Class Members.

3. The Settling Oak Point Parties dispute the validity of Plaintiff's claims, with respect to liability and class certification, as well as the Plaintiff's requests for relief as presented in the Action. Their dispute underscores not only the uncertainty of the outcome, but also why this Court finds the Agreement to be fair, reasonable, just, and adequate and in the best interests of Settlement Class Members, insofar as Settlement Class Members would face substantial litigation in pursuing their claims and through the expected appeals.

4. Pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure, the Court grants final certification of the following Injunctive Relief Class for purposes of settlement only:

All Current Residents and Former Residents , who resided at the Oak Point Manufactured Housing Community at any point between September 25, 2012 and _____, 2022 [date Settlement Agreement was signed], and all Eligible Future Residents.

Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court grants final certification of the following Damages Class for purposes of settlement only:

All Current Residents and Former Residents, who resided at the Oak Point Manufactured Housing Community at any point between September 25, 2012 and _____, 2022 [date Settlement Agreement was signed]. This Damages Class

expressly excludes all Eligible Future Residents (as they are eligible for only the Injunctive Relief provided by the Settlement).

The Court hereby approves the Opt-Out List filed with the Court by the Settlement Administrator. Any person or entity listed on the Opt-Out List is not a Damages Class Member. The Settlement Class and the Settlement Class Members means: (1) all Class Members in the Injunctive Relief Class, and (2) all Class Members in the Damages Class who are not listed on the Opt-Out List.

5. For settlement purposes only, this Court finds that the Settlement Class satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, and more specifically that: (a) the Settlement Class, as defined above, is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims of the Class Representative are typical of the claims of the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) as to the 23(b)(3) Damages Class, the questions of law or fact common to Damages Class Members predominate over the questions affecting only individual members, (f) as to the Rule 23(b)(3) Damages Class, certification of the Damages Class is superior to other available methods for the fair and efficient adjudication of the controversy; and (g) as to the Rule 23(b)(2) Injunctive Relief Class, the Oak Point Defendants have acted or not acted, in respect to those matters that are the subject of claims in the Action, on grounds that apply generally to the Injunctive Relief Class, and the Injunctive Relief provides a single injunction to each member of the Class and to the Class as a whole.

6. Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator distributed notice to the Settlement Class using U.S. Mail, e-mail, and publication methods. The Court has determined that the notice given to members of the Settlement Class: (a) complied with

the Preliminary Approval Order and the Settlement Agreement; (b) fully and accurately informed members of the Settlement Class of all material elements of the proposed Settlement, the Fairness Hearing, and all other matters explained in the Class Notice; (c) constituted valid, due, and sufficient notice to all members of the Settlement Class; (d) fully complied with Rule 23(c)(2)(B) of the Federal Rules of Civil Procedure, due process required by the United States Constitution, and applicable law; and (e) was the best notice practicable under the circumstances. The Court also concludes that the Oak Point Defendants gave proper notice under the Class Action Fairness Act, 28 U.S.C. §1715.

7. The Court, having considered the relevant submissions, including the Settling Oak Point Parties' Final Approval Motion, finds that the Settlement, on the terms and conditions set forth in the Settlement Agreement, and its Plan of Allocation, are in all respects fair, just, reasonable, adequate, and in the best interest of the Settlement Class, when balanced against the probable outcome of further litigation. The Court finds that the Agreement is the product of good faith, arm's-length negotiations by the Settling Oak Point Parties, with the substantial involvement of an independent, nationally-respected mediator, and that each of the Settling Oak Point Parties was represented by experienced counsel. The Court further finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel. At the time the Settlement was negotiated, counsel were reasonably able to evaluate their respective positions. The Settlement will avoid substantial additional costs to the Settling Oak Point Parties, as well as the delay and risks that would be presented by further prosecution of the litigation. The Court held a Fairness Hearing, and the Settlement Administrator advised the Court that [REDACTED] Settlement Class Members are on the Opt-Out List, and that [REDACTED] Settlement Class Members filed objections to the Settlement. The Court therefore grants final approval of the Settlement and its Plan of Allocation

in accordance with the terms of the Agreement. In so finding, the Court has considered and overruled the objections of any Settlement Class Member.

8. The Court orders the Settling Oak Point Parties and the Settlement Administrator to perform their obligations as set forth above and as otherwise set forth under the Agreement.

9. The Court dismisses the claims of Joan Shurtleff and the Settlement Class Members against the Oak Point Defendants from the Action on the merits and with prejudice, except that the individualized monetary claims of Damages Class Members identified on the Opt-Out List shall be dismissed without prejudice. This dismissal is without costs to any of the Settling Oak Point Parties, except as specifically provided in the Agreement. This Final Order and Judgment dismissing the claims of Joan Shurtleff and the Settlement Class Members shall be final and subject to appeal, with the time to appeal running from the date of this Final Order and Judgment.

10. This Final Order and Judgment, and the Release set forth herein and in the Settlement Agreement, is binding on all Settlement Class Members. The Court hereby specifically approves and incorporates herein by reference the Release and all other terms set forth in Section IX of the Agreement.

11. Joan Shurtleff, the Settlement Class Members, and any Releasor, and anyone acting on behalf of any of them, are permanently barred and enjoined from filing, commencing, maintaining, prosecuting, intervening in, continuing, participating in as class members or otherwise, or receiving any benefits or other relief in, any action, suit or proceeding before any court, tribunal (including arbitration), quasi-judicial administrative agency, or other body in any jurisdiction against any Releasee concerning any Released Claim.

12. The Class Representative and all Settlement Class Members shall be deemed, to the extent provided in the Agreement, to have forever, fully and irrevocably released and discharged

the Oak Point Defendants and the other Releasees from all Released Claims as provided in Section IX of the Agreement.

13. The Court hereby specifically approves the Injunctive Relief specifically set forth in Section III(C) of the Agreement, and declares that such relief is binding on the Settling Oak Point Defendants and all members of the Injunctive Relief Class, according to its stated terms.

14. Without impacting the finality of this Final Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the Settling Oak Point Parties as to this Agreement, including the Oak Point Defendants, Plaintiff and all Settlement Class Members, and any Releasor, and anyone representing them or acting on their behalf, for purposes of the administration, implementation, interpretation, enforcement, and consummation of the Agreement, including without limitation any issues concerning the Injunctive Relief. Any Settling Oak Point Party may seek from this Court such further orders or process as may be necessary to (a) prevent, forestall, or remedy the assertion of any of the Released Claims set forth in the Agreement, in any other forum, (b) to enforce the mandates in the Injunctive Relief as set forth in the Agreement, consistent with the procedures specified therein, or (c) as may be otherwise necessary to protect and effectuate the Settlement and this Final Order and Judgment.

15. The Plaintiff and Class Counsel have moved for an award of Attorney's Fees and Expenses in the amount of \$1,000,000. The Court approves Class Counsel's request for Attorney's Fees and Expenses in the amount of \$, finding that amount to be fair and reasonable, to be paid by the Oak Point Defendants within thirty (30) days after the Final Settlement Date provided in the Agreement.

16. The Plaintiff and Class Counsel have moved for a Class Representative Award for Joan Shurtleff in the amount of \$25,000. The Court approves the request for a Class Representative

Award in the amount of \$ [REDACTED], finding that amount to be fair and reasonable, to be paid by the Oak Point Defendants within thirty (30) days after the Final Settlement Date provided in the Agreement.

17. Neither this Final Order and Judgment nor the Agreement contains, constitutes, reflects or implies any finding or conclusion by this Court, or any admission or concession by any Oak Point Defendant, of any fault, omission, liability, or wrongdoing on the part of any Oak Point Defendant. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in the Action or a determination of any wrongdoing by any Oak Point Defendant. The final approval of the Agreement does not constitute any opinion, position, or determination of this Court, any way or the other, as to the merits of the claims of Joan Shurtleff and the Settlement Class Members or the defenses of any Oak Point Defendant.

18. Class Counsel informed this Court of his belief that this Settlement is fair, reasonable, just and adequate. The Court finds that Class Counsel is experienced in this area and in class action litigation, that he conducted sufficient discovery to determine whether the Settlement was fair to the Settlement Class, and that his judgment is entitled to weight.

19. The Releasees may file or otherwise refer to the Agreement and/or this Final Order and Judgment in any action that may be brought against them to support a defense based on the principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, set-off, or any other theory of claim preclusion or issue preclusion or similar defense.

20. If an appeal, writ proceeding, or other challenge is filed as to this Final Order and Judgment, and if thereafter the Final Order and Judgment is not ultimately upheld, all orders entered, facts found, determinations and stipulations made, in the Agreement or in connection therewith, shall be null and void to the extent provided by and in accordance with the Agreement.

IT IS HEREBY ORDERED, on this the _____ day of _____, 2022.

HONORABLE LEO T. SOROKIN
UNITED STATES DISTRICT COURT JUDGE

Exhibit G

HOMETOWN AMERICA
C O M M U N I T I E S

**THE OAK POINT SURFACE WATER
INSPECTION PROGRAM ("SWIP"):
A REFERENCE HANDBOOK**

(current as of July 2022)



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I. BACKGROUND AND OVERVIEW

The Oak Point Surface Water Inspection Program (“SWIP”) is Hometown’s systematic plan and routine process for responding to stormwater management and drainage concerns that pertain to individual Oak Point home sites. The SWIP is guided by the following three key principles, which apply to effective stormwater management in any manufactured housing community.

First, there is no one-size-fits-all approach to the effective management of stormwater at individual home sites. Multiple unique and inherently site-specific factors often work in combination to cause or contribute to observed drainage challenges at particular locations. In light of that reality, the SWIP approach is a customized, deductive, iterative, and practical one. It is sometimes necessary to implement a sequential series of corrective actions at a particular home site to address a particularly complex drainage challenge. Some issues are easily resolved, but considerable patience and perseverance is sometimes necessary to achieve appropriate solutions to the multi-dimensional stormwater management issues that may arise from time to time at some Oak Point home sites. Hometown is committed to using the SWIP to find appropriate solutions.

Second, the functionality of stormwater best management practices is impacted not only by Hometown’s site maintenance, but also by the design, installation, and maintenance of the manufactured homes in the community. All of the homes at Oak Point are privately owned and must be individually maintained by the homeowners. In this context, appropriate remedial responses to drainage challenges at any particular home site may require collaborative and coordinated actions on the part of both Hometown and the affected homeowners. For example, some drainage issues can be substantially mitigated without any alteration to the home site, by the simple expedient of a homeowner’s installation of a missing roof gutter and/or a properly-directed downspout extension for their home. Other situations may call for the re-grading of portions of a yard, the installation of new subsurface drainage features, or the pursuit of other strategies. Often, a combination of remedial efforts undertaken by Hometown and by the homeowners, respectively, is most effective.

Third, stormwater management challenges are typically exacerbated by extreme weather events. The effects of climate change are generally expected to worsen the frequency, intensity, and impacts of some types of extreme weather events, and indeed, they have already done so, to some extent, in recent years. This impacts the performance of existing stormwater management systems and best management practices at Oak Point, as elsewhere. The existence of an organized and disciplined method for responding to new

or changing drainage concerns, if, when, and as they may arise, is a matter of increasing value to Oak Point residents.

The SWIP is a community-specific plan that is designed to be both rigorous and flexible. It involves a logically-sequenced deployment of professional resources to address stormwater management and drainage issues as they pertain to individual home sites at Oak Point, according to a standard protocol. In the first instance, the SWIP provides for the initial investigation of resident reports of drainage issues at individual home sites. Second, the SWIP entails the performance of necessary and appropriate work to identify, diagnose, and respond to stormwater management problems. Third, the SWIP provides for the systematic tracking of and reporting on the work of the program.

In its current form, the SWIP includes the following elements, each of which is detailed below: (A) periodic community-wide program outreach communications; (B) a simple and convenient process for the initiation of resident participation in the program; (C) an initial home site visit and basic fact-gathering by Hometown staff upon receipt of a drainage complaint or inspection request; (D) a home site visit and drainage assessment by a licensed professional civil engineer qualified in stormwater management; (E) the preparation and delivery of a written report and recommendation(s) by the inspecting engineer; (F) the implementation of a site-specific plan for corrective action by qualified construction contractors, if and as necessary; (G) follow-up confirmation and close-out by Hometown staff upon the successful completion of any necessary corrective action; (H) program tracking, documentation, and periodic status reporting, with site-specific follow-up, as needed; and (I) annual reporting on the program implementation.

II. THE SWIP PROTOCOL

A. Community-Wide SWIP Outreach Communications

Hometown makes periodic community-wide announcements about the SWIP. These communications are intended to enhance resident awareness of the program and its availability to residents, at no charge, to facilitate the identification, investigation, and remediation of home site drainage concerns. Following the effective date of any judicially-approved agreement that so requires, and during the effective period of any such agreement, Hometown shall make community-wide announcements about the SWIP, at least once a year, in the following manner:

- Through emails and direct mailings to all Oak Point residents;

- Through the posting of notices on the Oak Point clubhouse bulletin board and television display; and
- Through the inclusion of information about the SWIP in the Oak Point Community newsletter.

B. Initiation of SWIP Participation

Oak Point residents, as the tenants of leased home sites within the community, may avail themselves of the SWIP. Residents may participate in the SWIP upon request to the SWIP Liaison (described in Section III-A, below), or to any other staff member assigned to the Oak Point Community Office. Requests can be made by email, by telephone, or by visiting the Community Office in person.

Once a SWIP request is received, Hometown may ask that requesting resident provide information about the home site and for further information regarding any concerns the resident may have to better understand the nature of the request and to focus Hometown's investigation of the issue. A resident's inability, failure, or refusal to provide this information will not affect Hometown's commitment to inspect the resident's home site and follow the SWIP's processes and procedures, but it may cause delays or confusion during the inspection process.

In general, Hometown responds to SWIP requests in the order they are received. In some cases, however, Hometown may prioritize the handling of certain SWIP requests based on perceived severity and risk, or for reasons of practical efficiency. For example, Hometown may prioritize the performance of corrective work at one home site, in response to a later-submitted SWIP request, where it considers that work to be of greater practical urgency than the corrective work planned for another site pursuant to an earlier-submitted SWIP request. Similarly, Hometown may schedule a construction contractor to perform corrective work contemporaneously at two adjacent or nearby home sites for reasons of convenience and efficiency, regardless of the respective timing of the residents' initial SWIP requests, or the timing of intervening requests by others. This approach is intended to provide an appropriate balance of systemic rigor and procedural fairness to all residents, while still affording the necessary practical flexibility to address individual site-specific issues, as warranted by the circumstances and in an efficient way.

If you are an Oak Point resident but are not the tenant-of-record of the leased home site where you live, to submit a SWIP request you must first obtain the tenant-of-record's express written joinder to your request, or obtain an express waiver or assignment of the tenant-of-record's rights with respect to your request.

C. Initial Home Site Visits

The initial response to any resident request for participation in the SWIP is a home-site visit by a member of the Hometown staff. During the initial site visit, the Hometown staff member will take photographs of any drainage-related home site conditions and document pertinent observations of the home site and crawl space conditions. If the requesting resident identifies a specific condition or area of the home site that causes the resident's concern, the staff member should take photographs of the area and document the relevant conditions at the time of the site visit, regardless of whether the complained-of issue or concern is observable during the visit.

D. Site Assessments By a Licensed Civil Engineer

Following the initial site visit and fact gathering by a Hometown staff member, Hometown will send any information provided by the requesting resident and the information gathered by the staff member during the initial site visit to the independent licensed engineering consultant then serving as the Principal SWIP Engineer (as explained in Section III-C, below). The Principal SWIP Engineer will arrange for the prompt performance of an engineering assessment of stormwater management and drainage conditions at the home site, with specific attention to and consideration of any known or expressed concerns.

E. Engineer's Reports and Recommendations

The Principal SWIP Engineer will assess the home site's stormwater management systems, structures, and processes – in combination with the existing topography of the home site (and, if and as appropriate, the surrounding topography) – and recommend appropriate corrective work, if any. The Principal SWIP Engineer will then prepare a written report to document the results of his/her assessment of surface water conditions at and affecting the home site. If the Principal SWIP Engineer determines that corrective action is warranted, the engineer is expected to include specific recommendations for appropriate corrective work in the report for that home site. The Principal SWIP Engineer is required to deliver each report to Hometown, and Hometown, in turn, will forward a copy of the report to the pertinent resident.

F. Implementation of Site-Specific Recommended Corrective Action

If the Principal SWIP Engineer's report recommends corrective action at a home site, the next step for Hometown, after sharing the report with the pertinent resident, is to determine whether it considers each recommended corrective action to be the

responsibility of Hometown or the homeowner. That is, in each case, Hometown will make a good-faith judgment (which in no way binds the pertinent resident) as to whether and to what extent (a) the proposed corrective action is intended to address site conditions that fall within the scope of the community owner/operator's home site maintenance responsibilities, and/or (b) the proposed corrective action is intended to eliminate or mitigate a cause or substantial contribution to a drainage problem for which the homeowner is responsible. In light of Hometown's good-faith judgment on that point, Hometown will proceed as follows:

1. Where the recommended corrective action is something that Hometown understands to lie within the scope of the community owner/operator's home site maintenance responsibilities, Hometown will proceed to schedule a SWIP construction contractor to perform the recommended corrective action at its own expense, or utilize its own staff to perform the recommended corrective action.
2. Where the recommended corrective action is something that Hometown understands to lie within the scope of the homeowner's responsibilities as a property owner, Hometown generally will not perform such corrective action, except as follows: Hometown, in its sole discretion, may choose to schedule a SWIP contractor to perform such corrective action at its own expense, or utilize its own staff to perform such corrective action. This will be done by Hometown, if at all, only on a voluntary basis, as a courtesy, with the homeowner's permission, without any waiver of defenses, and without any assumption of liability. For example, Hometown may choose to proceed in this manner where (a) the Principal SWIP Engineer has recommended multiple corrective actions, some of which are deemed to be Hometown's responsibility and others of which are deemed to be the homeowner's responsibility, and (b) the work deemed to be the homeowner's responsibility is a minor repair or alteration (*e.g.*, the addition of a downspout extender to a home) that can be handled easily, efficiently, and without undue expense by personnel working under Hometown's direction to implement other recommended corrective actions at the home site.
3. Where multiple corrective actions are recommended, and Hometown deems some recommendations to lie within the scope of the community owner/operator's responsibilities and others to lie within the scope of the homeowner's responsibilities, Hometown will generally expect the homeowner to complete the recommended actions that it deems to be the homeowner's responsibility first, before Hometown proceeds with the

remaining recommended actions. Hometown will depart from this general rule if and when (a) site-specific considerations so warrant, or (b) the law otherwise requires.

In all cases, Hometown will promptly inform the resident whether Hometown will or will not perform each and all of the recommended corrective actions set forth in the Principal SWIP Engineer's report for that resident's home site. If Hometown declines to perform any recommended corrective action, Hometown will also inform the resident of the reason for that decision, and the SWIP Liaison will be available to discuss the matter with the resident, upon request. In the event of any dispute about which party should implement any recommended corrective action, Hometown will confer with the resident in a good-faith attempt to reach a reasonable and mutually-acceptable resolution of the matter. Based on experience, Hometown generally expects to be able to reach an amicable and mutually-satisfactory resolution of most disputes of this nature.

G. Site Close-Outs

After all engineer-recommended corrective actions to be performed by Hometown have been done at a particular home site, Hometown will confirm the completion of the work and then close the home site out of the SWIP. If any resident thereafter reports that the completed corrective action did not resolve the previously-reported drainage problem, Hometown will arrange for the Principal SWIP Engineer or a secondary engineering consultant to conduct a follow-up inspection of the home site, re-assess the home site conditions, and, if warranted, recommend new or further remedial action to be undertaken, in accordance with the process described above. Any new or further remedial recommendations will then be implemented in accordance with the process described above.

III. SWIP RESOURCES AND PERSONNEL

To implement the SWIP, Hometown relies on three sets of professionals. First, Hometown uses its in-house staff to administratively oversee the program and to maintain program records and reports, and to serve as the primary point of contact for all Oak Point residents who participate in the SWIP. Second, Hometown uses the services of independent licensed civil engineering consultants with substantial experience in stormwater management, to evaluate existing home site conditions and make recommendations for remedial work. Third, Hometown relies on experienced and qualified independent construction contractors, to build and install the engineer-recommended remedial responses to drainage challenges affecting particular home sites. Hometown staff also assist the above-referenced independent consultants and contractors, where and when appropriate, for reasons of efficiency.

A. SWIP Liaison

A Hometown staff member, designated from time to time by Hometown in its sole discretion, serves as the SWIP Liaison. This is the primary contact person for all Oak Point residents with respect to the SWIP. The SWIP Liaison is tasked with facilitating effective and timely communications with Oak Point residents and with the SWIP engineering consultants and construction contractors. The SWIP Liaison will provide the residents with regular updates concerning the status of SWIP inspections, evaluations, and recommendations, and, if necessary, will coordinate construction.

As of July 2022, Oak Point General Manager Eric Hurt serves as the SWIP Liaison. Oak Point residents can reach Eric by email at eric.hurt@hometownamerica.com, by telephone at (508) 947-3535, or by stopping by the business office in the Oak Point clubhouse at 200 Oak Point Drive to leave a message or schedule an appointment.

B. SWIP Construction Project Manager

A Hometown staff member, designated from time to time by Hometown in its sole discretion, serves as the SWIP Construction Project Manager. The Construction Project Manager is tasked with coordinating and tracking the activities and schedules of the various construction contractors that are engaged to implement corrective actions at individual Oak Point home sites through the SWIP.

As of July 2022, Oak Point Construction Manager Peter Conant serves as the SWIP Construction Project Manager.

C. Engineering Consultants

Hometown relies on two well-qualified and experienced independent civil engineering consulting firms chosen by Hometown to provide stormwater management consulting services in connection with the SWIP. Like the Hometown SWIP staff, the outside engineering consultants will be designated from time to time by Hometown in its sole discretion.

The first engineering firm employs the individual who serves as the Principal SWIP Engineer. This person is tasked by Hometown with the principal responsibility for (1) conducting SWIP inspections of individual home sites in response to Oak Point resident complaints or requests, (2) assessing the functionality of existing stormwater management and drainage arrangements at particular home sites, diagnosing drainage

problems, and identifying proposed corrective actions, where necessary and appropriate, and (3) preparing SWIP inspection reports to present findings and appropriate recommendations to Hometown (which will, in turn, share such reports with the pertinent residents).

The second engineering firm employs an individual who is tasked with providing supplementary civil engineering consulting services to Hometown, including second opinions and peer reviews of remedial design plans prepared by the Principal SWIP Engineer or others, if and as appropriate from time to time and on an as-needed basis, as determined by Hometown in its sole discretion.

As of July 2022, Phil Cordeiro, P.E., of Allen & Major Associates, Inc. in Lakeville, Massachusetts, serves as the Principal SWIP Engineer. David N. Kelly, P.E., of Kelly Engineering Group, Inc. in Braintree, Massachusetts, has provided all of the supplementary civil engineering consulting services that Hometown has required in connection with the SWIP to date.

D. Construction Contractors

Hometown typically relies on the services of well-qualified and experienced construction firms, as needed, to effectuate engineer-recommended SWIP corrective actions at Oak Point home sites. Hometown, in its sole discretion, determines which construction firms it considers to be eligible to perform SWIP construction projects at any given time, and selects the construction firm(s) to perform SWIP-related services at any particular home site. The identity of the construction firm tasked with SWIP work at any particular home site will be shared by Hometown, upon request, with the residents at the affected home site. Additionally, in some cases, Hometown relies on its own staff to implement engineer-recommended SWIP corrective actions at Oak Point home sites.

IV. SWIP TRACKING AND REPORTING

A. SWIP Tracking and Status Updates

Hometown maintains an internal tracking system to document the following SWIP-related information: (a) the date of each resident's initial SWIP request and position in the inspection or repair queue; (b) the date of initial site visit by a member of Hometown's staff; (c) the date of completion of the Principal SWIP Engineer's site assessment for each home site; (d) the date of receipt of the Principal SWIP Engineer's report and recommendations for each home site; and (e) the date of completion of all recommended

work at each home site. In addition, Hometown will maintain an internal, forward-looking estimated schedule for upcoming corrective work at each home site.

B. Annual SWIP Reports

Following the effective date of any judicially-approved agreement that so requires, and during the effective period of any such agreement, Hometown will prepare an annual report to summarize the status and results of its implementation of the SWIP. The first annual SWIP report will specify the number of resident requests for participation in the SWIP from the inception of the program to date, the number of home sites addressed through SWIP and closed out of the program to date, and the number of home sites for which the SWIP protocol is then in process and not yet completed. Subsequent annual reports will provide the same information for the applicable reporting period. Hometown will make its annual SWIP reports publicly available in the manner specified by any applicable judicially-approved agreement.

4876-3263-7728, v. 3

Exhibit H

Oak Point Stormwater Management System Operation & Maintenance Program Document

(Current as of July 2022)



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OVERVIEW

The Oak Point Stormwater Management System Operation & Maintenance Program Document (the "O&M Plan") is designed to aid and instruct in the routine inspection, operation, and maintenance of all components of the stormwater management system at the Oak Point manufactured housing community in Middleborough, Massachusetts. The program is based on the site-specific guidance provided by a professional civil engineer who has reviewed the stormwater management system in place at Oak Point.

This document is organized into five sections, as follows: (1) a description of the components of the Oak Point stormwater management system; (2) a description of the general procedures and recommended schedules to be used for routine inspections and maintenance of each system component; (3) a description of secondary stormwater management procedures; (4) a summary table showing the proposed frequency for specified maintenance activities for all system components, for convenient reference and to facilitate scheduling; and (5) a reference to documentation practices intended to facilitate confirmation of compliance with the goals of the program.

The O&M Plan also incorporates the four attached appendices, which are (A) the Locus Site Plan (including Overview/Reference Sheet 0 and Sheets 1-25, showing the locations of stormwater management system components); (B) an Index to the locations of the system components, by reference to the pertinent Site Plan Sheets; (C) an Index to the locations of all Oak Point home site addresses, by reference to the pertinent Site Plan Sheets; and (D) Sample Inspection Forms.

It is important to note that certain routine maintenance activities for some system components may be done on an "as-needed" basis, based on site-specific conditions observed upon regularly-scheduled inspections, while other routine maintenance activities should be done on a set schedule regardless of observed conditions. These considerations are explained below and summarized in the table in Section 4.

The program described in this document reflects Hometown's current plan for fulfilling its routine and ordinary stormwater maintenance obligations at Oak Point in accordance with applicable requirements. The program described in this document may be reasonably modified from time to time, based on practical experience and in accordance with the recommendations and guidance of a licensed professional civil engineer in stormwater management.

1. STORMWATER MANAGEMENT SYSTEM COMPONENTS

The components of the Oak Point stormwater management system are described below. The locations of the structural components of the system are shown on the Locus Site Plan attached as Appendix A (Sheets 0-25).

Check Dams

A check dam is a component of the stormwater treatment train which consists of a small dam constructed across a drainage ditch, swale, channel, or basin. The purpose of a check dam is to slow the velocity of stormwater runoff in order to avoid erosion as well as provide time for sediments to settle out. The material used for a check dam can vary between stone, sandbags filled with pea gravel, logs, or concrete, making them easy and inexpensive to construct. If a check dam is to be permanent, it should be constructed out of stone or concrete. During a low-flow situation, a check dam causes water to pool and slowly seep through the check dam or infiltrate into the underlying soils. During high-flow situations, stormwater runoff will flow over or through a check dam. Where check dams are used at Oak Point, they are typically located directly after the sediment forebay of a detention basin, in order to control the velocity of stormwater runoff flowing into the basin.

Deep Sump Catch Basins

Deep sump catch basins, or hooded catch basins, are installed for the purpose of removing trash, debris, and coarse sediment that accumulates in stormwater runoff, as well as to enable the conveyance of stormwater runoff to other locations within a system. These structures serve as temporary spill containment devices for potential contaminants such as oil and grease. Each of these structures is to be equipped with a hood covering the outlet pipe. The hood allows for floatable debris, oils, and gas that enter the system to remain on the water's surface without downstream migration, and helps to contain oil spills. Catch basins must be equipped with hoods to obtain the regulatory 25% removal credit for total suspended solids (TSS).

Detention Basins

There are two types of detention basins within Oak Point. The first and most prevalent type is an extended dry detention basin. This is a modified conventional dry detention basin that is designed to hold stormwater for at least 24 hours, to allow solids to settle and reduce local and downstream flooding. The dry detention basins located within Oak Point are designed to empty within 72 hours. The outflow device within an extended dry detention basin can be a fixed or adjustable device. To reduce the probability of clogging,

stormwater runoff pretreatment is essential in the efficiency of an extended dry detention basin.

The second type of detention basin present within Oak Point is a wet basin. A wet basin uses a permanent pool of water to treat stormwater. Due to a pool of water constantly being present, sediments, including fine sediments, as well as soluble pollutants are allowed to settle. To handle peak discharge rates of stormwater, wet basins also have a dry storage capacity. The efficiency of removal of most urban pollutants is dependent on the volume of the permanent pool present within the basin, and the particular watershed. The basic operation of a wet basin allows stormwater to displace the water present in the pool and this stormwater remains until displaced by runoff from another storm event. The volume of particulates that settle out of the stormwater is dependent on how long the runoff is present within the wet basin. Along with the extra allotted time for particulates to settle out, the permanent pool allows for the biological activity of algae and fringe wetland vegetation which reduces the concentration of soluble pollutants.

Drain Manholes

Drain manholes are connecting elements within the piped stormwater conveyance system. They receive pipes from catch basins and other upstream manholes and simply convey the water through the network to the next downstream node until released into a stormwater Best Management Practices (BMPs). Manholes are constructed of concrete and can be located below paved or landscaped surfaces as appropriate. A cast iron frame provides access for observations and maintenance as necessary.

Drainage Channels/Swales

Drainage channels are vegetated swales designed to convey stormwater runoff safely and efficiently to other stormwater system components in a non-corrosive manner. In order to maintain bank and slope integrity, a drainage channel is to be vegetated with grasses. The Locus Site Plan attached as Appendix A (Sheets 0-25) depicts the location of all major "critical path" swales reflective of the definitive site plan approvals and, to the extent practicable, the locations of those minor swales that have been established at individual home sites as part of the Oak Point Surface Water Inspection Program to better control stormwater runoff. The Locus Site Plan does not and cannot practicably depict every minor swale at all locations within Oak Point.

Outlet Structures

Outlet structures within a stormwater management system are used with the intent to slow the release of collected stormwater. The use of outlet structures is important to control and dissipate flow velocities, in order to minimize erosion and other impacts that hinder the efficiency of the stormwater system. Examples of outlet structures within Oak Point include flared end sections, used for control in smaller basins and storm events, and larger rectangular or cylindrical concrete structures located at detention basin outlets. Concrete structures typically include a series of orifices or flow weirs of varying sizes that control the flow of water.

Proprietary Separators

A proprietary separator is an underground structure placed within the stormwater treatment train designed with the purpose of removing sediments and other pollutants through the process of settling before discharging to a receiving body. To remove coarser sediments and floatables, the power of swirling or flowing water is used as well as the process of gravity separation. Due to limited storage capacity and pollutant removal, proprietary separators may be used only for pretreatment purposes and, in some cases, for spill control. With there being a plethora of different sizes of proprietary separators, typically decided by flow rate, there is a wide range of TSS removal efficiencies.

Rip Rap Dissipater Pads

A rip rap dissipater pad is a component used to convert a concentrated flow of stormwater runoff into sheet flow to allow other BMPs to work more efficiently. The concentrated flow received by a rip rap dissipater pad can be generated from a channel, outlet structure, or any other conveyance method. Rip rap dissipater pads are typically constructed out of rocks, lumber, or concrete atop filter fabric, and have a depth of flow roughly six to twelve inches behind each dissipater pad. This component is used in wide and level areas where concentrated flows typically occur. For rip rap dissipater pads to work properly and efficiently, they should be installed completely level and on undisturbed soil, as disturbed soil tends to erode quicker. Within Oak Point, a rip rap dissipater pad is typically installed following a detention basin, due to the fact that flows should be relatively free of sediment in order to avoid clogging of the component.

Sediment Forebays

Sediment forebays, located at the beginning (or front end) of a detention basin, are designed to slow incoming stormwater runoff as well as separate suspended solids

through the process of gravity separation. This component of a stormwater treatment train is a post-construction feature and is to be used as pretreatment of stormwater runoff before it is delivered elsewhere and made subject to other stormwater BMPs. According to the Massachusetts Stormwater Handbook, "MassDEP requires a sediment forebay as pretreatment before discharging to a dry extended detention basin, wet basin, constructed stormwater wetland, or infiltration basin." Although a sediment forebay removes coarse sediments, it does not remove any soluble pollutants or provide any recharge to groundwater. Within Oak Point, sediment forebays are located at some of the stormwater basins, while others utilize proprietary separators.

Subsurface Infiltration Systems

Subsurface infiltration systems are system components that are installed underground with the purpose of infiltrating the stormwater runoff into the groundwater through crushed stone and gravel. The benefits of a subsurface structure include providing groundwater recharge, reducing downstream flooding, and the removal of pollutants within the stormwater runoff. The most common subsurface structures include pre-cast concrete or plastic pits, chambers, perforated pipes, and galleys.

Yard and Trench Drains

Site-specific yard and trench drains are installed in open areas to improve specific home site conditions and/or to move surplus surface water to street drains or other similar systems.

2. MAINTENANCE SCHEDULE AND PROCEDURE

The Locus Site Plan (Appendix A) should be reviewed and updated annually (a) to reflect any newly-constructed swales or any substantial modifications of existing swales, based on information obtained through the Oak Point Surface Water Inspection Program and routine stormwater maintenance inspections; (b) if and as may be warranted by any project expansion (*i.e.*, the anticipated development of Phase 8 of the Oak Point community); and (c) if and as may be warranted in light of the terms and conditions of any subsequently-issued permits that impact the Oak Point stormwater management system.

Check Dams

Check dams should be inspected following any major storms or significant rainfall events that result in 3.40 inches of rain (or more) over a 24-hour period. Repairing any damage caused to the check dam or removal of sediment within the check dam is recommended to be done as necessary following inspections. Cleaning of check dams is subject to site-specific review, and these structures may not require cleaning in accordance with general recommendations if observed conditions do not indicate the need for such cleaning.

Deep Sump Catch Basins

For deep sump catch basins, frequent inspections are essential for maintaining the efficiency of the entire stormwater system. In order to maximize the opportunities for pollutant removal within deep sump catch basins, they are recommended to be inspected quarterly. It is also recommended that they be cleaned on a regular schedule of once every three years, or when the depth of deposits within the catch basin are greater than or equal to half the depth from the bottom of the pipe invert to the lowest point in the basin, as well as at the end of the foliage and snow removal seasons. Clamshell buckets may be used to remove sediment from deep sump catch basins, but use of a vacuum truck is recommended due to the higher efficiency of sediment removal. Cleaning of deep sump catch basins is subject to site-specific review, and these structures may not require cleaning in accordance with general recommendations if observed conditions do not indicate the need for such cleaning.

Detention Basins

For detention basins present, extended dry detention basins and wet basins, any changes to the basin or contributing watershed should be noted during inspections to ensure nothing is adversely affecting basin performance.

Extended dry detention basins are recommended to be inspected twice annually as well as during and following major storms or significant rainfall events as defined above. Examination of outlet structures for evidence of clogging and velocities of outflow runoff that exceed design should also be conducted twice annually. Potential problems include settlement, erosion, cracking or tree growth on the embankment, damage to the emergency spillway, sediment accumulation around the outlet, inadequacy of the inlet/outlet channel erosion control measures, changes in the condition of the pilot channel, and erosion within the basin and banks. Mowing of the upper-stage, side slopes, embankment, and emergency spillway should be conducted twice annually or as

necessary based on observed conditions. Removal of sediment, trash, and debris is recommended to be conducted annually.

Wet basins require a lesser inspection schedule to that of the extended dry detention basin to allow for natural vegetative growth. Wet basins should be inspected annually to ensure they are operating as designed, and twice annually to observe the accumulation of sediment, trash, and debris. Mowing of the upper-stage, side slopes, embankment, and emergency spillway is recommended to be conducted twice annually or as needed. Removal of sediment is recommended to be done once every ten years. Cleaning of wet basins is subject to site-specific review, and these structures may not require cleaning in accordance with general recommendations if observed conditions do not indicate the need for such cleaning.

Drain Manholes

Drain manholes should be inspected for damage to the cover as well as signs of infiltration or inflow at the inlet pipes and bottom of the structure. During inspection, sediment buildup should be noted and removed as necessary. All inspections of drain manholes should be conducted during dry weather. Drain manholes should be inspected once during the first year of this O&M Plan. Thereafter, a semi-regular inspection and cleaning schedule should be established on the basis of the site-specific conditions observed during that initial inspection, and that schedule should be reviewed and adjusted as appropriate over time in light of conditions observed during subsequent inspections.

Drainage Channels/Swales

Drainage channels should be inspected for the first few months after construction to ensure proper function, and twice annually thereafter, and the duration of ponding should be noted. Temporary ponding within drainage channels is normal and can develop over time. Inspection is recommended to include ensuring slope integrity, soil moisture, vegetative health, soil stability, soil compaction, soil erosion, ponding, and sediment accumulation are not affecting the efficiency of the channel.

For the highest efficiency, grass coverage within drainage channels around three to six inches is optimal, so mowing should be done as necessary, and removal of sediment is recommended to be completed annually. Due to the need to use sand instead of road salt during the winter months at Oak Point, it is recommended that the need to reseed drainage channels be evaluated yearly during the spring months. Other regular maintenance of drainage channels includes fertilizing, liming, watering, pruning, weeding, and pest control. Each condition is evaluated on a case-by-case basis for applicability.

Cleaning of drainage channels is subject to site-specific review, and these structures require cleaning only when the observed conditions indicate a specific need for cleaning. Routine landscape maintenance, without more, is usually sufficient to ensure proper functionality of on-site drainage channels.

Outlet Structures

It is recommended that outlet structures be inspected for sediment buildup as well as any signs of clogging annually. Removal of sediment, trash, and debris should be completed as necessary to ensure proper efficiency of the outlet structures. Outlet control structures should be inspected and maintained in strict accordance with the manufacturer's specifications. Consistent with manufacturer inspection specifications, all pipe joints in connection with the outlet structure, trash racks, and covers should also be checked for damage and repaired as necessary. During inspection of an outlet structure, any debris trapped in small orifices or trash racks that may create a micro-pool of standing water should be removed to protect against mosquito breeding (see mosquito protection). Cleaning of outlet structures is subject to site-specific review, and these structures may not require cleaning in accordance with general recommendations if observed conditions do not indicate the need for such cleaning.

Proprietary Separators

There are three types of proprietary separators present at Oak Point: Stormceptor, CDS, and Vortechs. Proprietary separators are to be inspected and cleaned in accordance with their respective manufacturer's current recommendations.

Consistent with the manufacturers' recommendations, twice-annual inspections for proprietary separators is generally appropriate, but a quarterly schedule of inspections for these structures is being adopted under this O&M Plan. This more frequent inspection schedule is being implemented as a matter of administrative convenience, to allow for the routine coordination of proprietary separator inspections with the quarterly inspections of other types of structures.

For Stormceptor units, the manufacturer recommends removal of sediment when depth reaches approximately 15% of the sediment capacity of the unit. The storage capacity of the unit varies depending on the model in use and all models can be found within the unit's owner's manual. For Stormceptor units, cleaning is also recommended immediately after an oil, fuel, or chemical spill.

For CDS units, the manufacturer recommends the system be cleaned when the level of sediment reaches approximately 75% of the storage capacity. The storage capacity of the CDS system varies by model and can be found within the unit's owner's manual. CDS units recommend cleaning to be completed during dry weather while there is no inflow to the unit. The CDS unit should be drained down and the sump fully excavated of sediment. In addition, the area outside the screen should be cleaned, if necessary. Similar to Stormceptor units, CDS units should be cleaned immediately following an oil, fuel, or chemical spill.

For Vortechs units, the manufacturer recommends that cleaning be done when the sediment depth is within 12 to 18 inches of the dry-weather water surface elevation. This measurement can be generated by taking a measurement from the manhole opening to the top of the sediment pile as well as from the manhole opening to the water surface. According the Vortechs guide, the cleaning process of the unit should be completed during dry weather, and it is recommended to clean the unit with a vacuum truck to ensure the most amount of sediment is removed.

Cleaning of proprietary separators is subject to site-specific review, and these structures may not require cleaning in accordance with general recommendations if observed conditions do not indicate the need for such cleaning.

Rip Rap Dissipater Pads

Rip rap dissipater pads should be inspected annually to ensure there is no erosion or vegetation growth that could hinder the efficiency of the component. Cleaning of rip rap dissipater pads is subject to site-specific review, and these structures may not require cleaning in accordance with general recommendations if observed conditions do not indicate the need for such cleaning.

Sediment Forebays

Sediment forebays only efficiently remove sediments and pollutants when maintained properly. Forebays should be inspected monthly and cleaned quarterly. Stabilization of forebay floors and sidewalls is recommended to be completed before making the forebay operational. Grass coverage should be around three to six inches for highest efficiency. To maintain these height parameters, mowing should be done as necessary. During the inspection process, signs of erosion should be looked for and repaired as needed. Following the removal of sediments, it is recommended that any vegetation that was damaged be repaired by reseeding or resodding. Cleaning of sediment forebays is subject to site-specific review, and these structures may not require cleaning in accordance with

general recommendations if observed conditions do not indicate the need for such cleaning.

Subsurface Infiltration Systems

Due to the location of subsurface infiltration systems, their inspection and maintenance can be difficult, and site-specific feasibility considerations may impact the maintenance plan. Inlets of subsurface structures are recommended to be inspected annually and any debris present which might cause the structure to clog should be removed. Cleaning of infiltration systems can be performed using the JetVac process or clamshell removal if and as feasible based on access considerations. Cleaning of infiltration systems is subject to site-specific review, and these structures may not require cleaning if the conditions observed during regular inspections do not indicate a need for such cleanings, or if cleanings are not practically feasible and the structures have been performing as designed since the last inspection.

Yard and Trench Drains

It is recommended that these structures be inspected quarterly for sediment buildup as well as for any signs of clogging. Removal of sediment, trash, and debris should be completed as necessary to promote proper efficiency of the structures. In addition, in connection with routine lawn maintenance, the grass and turf areas should be routinely edged away from the inlet structures to maintain flow rates into drains.

3. SECONDARY STORMWATER MANAGEMENT PROCEDURES

Mosquito Control

It is recommended by the U.S. EPA that stormwater treatment practices dewater within 72 hours to minimize the number of mosquitos that mature to adults since the aquatic stage of many species is 7 to 10 days. Measures to minimize the mosquito population include increasing water circulation, attracting mosquito predators by adding suitable habitats, and applying larvicides. In addition, the minimization of standing water on site is also a suitable practice to reduce the mosquito population. The mosquito population can also be reduced significantly through the selection of stormwater management structures that are less likely to become breeding grounds. Treatment shall include use of accepted pesticides outlined in the Massachusetts Stormwater policy. The preferred treatment is the use of *Bacillus sphaericus* (Bs) spread by hand broadcast. Treatment should be conducted during or immediately after wet weather.

Roadway Sweeping

Roadway sweeping is recommended to be completed once annually in the early spring. More frequent sweeping should be completed when conditions such as sediment build up are observed in the roadways. Sweeping is to be completed following the spring thaw to remove residual sand used for traction on snow and ice due to municipal restrictions on the use of road salt during the winter months. Roadway sweeping is recommended to be completed by sweeper trucks in order to ensure the highest efficiency of removal of sediment along the roadways.

Wetlands Protocol

The wetlands protection regulations promulgated by the Massachusetts Department of Environmental Protection, 310 CMR 10.00, are intended to serve the interests of protecting public and private water supply, protecting groundwater supply, managing flood control, preventing storm damage, preventing pollution, protecting land containing shellfish, protecting fisheries, and protecting wildlife habitats. Within 310 CMR 10.00, it is stated that a buffer zone of 100 feet is established around any freshwater wetland where no activity may be completed without approval from issuing authorities. According to 310 CMR 10.04(b)(7), there are minor activities that do not need prior approval, including “the cleaning, clearing, grading, repairing, dredging, or restoring of existing man-made or natural water management systems such as reservoirs, farm ponds, irrigation systems, field ditches, cross ditches, canals/channels, grass waterways, dikes, sub-surface drainage systems, watering facilities, water transport systems, vents, and water storage systems, all in order to provide drainage, prevent erosion, provide more effective use of water, or conditions for ongoing growth or raising of agricultural commodities.” The maintenance protocol stated within this O&M Plan falls under this provision, and therefore requires no prior approval for implementation. However, all activities should be performed using the least invasive methods and by qualified contractors aware of appropriate protocols for work adjacent to wetland resource areas.

4. SUMMARY OF MAINTENANCE ACTIVITIES AND SCHEDULE

System Component	Maintenance Activity	Recommended Frequency
Check Dams	Inspection	Following major storms or significant rainfall events
	Repair/Cleaning (sediment removal)	As needed based on site-specific review
Deep Sump Catch Basins	Inspection	Quarterly
	Cleaning (sediment removal)	As needed based on site-specific review, but typically once every three years
Detention Basins (Dry)	Inspection of outlet structures (for clogging and outflow velocities that exceed design)	Twice annually and following major storms or significant rainfall events
	Mowing (upper-stage, side slopes, embankment, and emergency spillway)	Twice annually or as needed
	Cleaning (removal of sediment, trash, and debris)	Annually
Detention Basins (Wet)	Inspection	Annually to ensure proper operation, and twice annually to observe accumulation of sediment, trash, and debris
	Mowing (upper-stage, side slopes, embankment, and emergency spillway)	Twice annually or as needed
	Cleaning (sediment removal)	As needed based on site-specific review, but typically once every ten years
Drain Manholes	Inspection	Once in dry weather during the first year of the O&M Plan, and then on a semi-regular schedule based on site-specific review
	Cleaning (sediment removal)	During drain manhole inspections
Drainage Channels / Swales	Inspection (including review of ponding in drainage channels)	Following initial construction, and then twice annually
	Cleaning (removal of sediment)	As needed, based on site-specific review
	Evaluation of need for re-seeding	Annually, in the spring
	Mowing, fertilizing, liming, watering, pruning, weeding, and pest control	As needed, based on site-specific review
Outlet Structures	Inspection (for sediment buildup and damage)	Annually
	Repair/Cleaning (removal of sediment, trash, and debris)	As needed, based on site-specific review

System Component	Maintenance Activity	Recommended Frequency
Proprietary Separators	Inspection of Stormceptor units	Quarterly
	Cleaning of Stormceptor units (sediment removal per manufacturer instructions)	As needed, based on site-specific review and during dry weather when sediment depth reaches 15% of unit capacity, and immediately after any oil, fuel, or chemical spill
	Inspection of CDS units	Quarterly
	Cleaning of CDS units (sediment removal per manufacturer instructions)	As needed, based on site-specific review and during dry weather when sediment reaches approximately 75% of unit capacity, and immediately after any oil, fuel, or chemical spill
	Inspection of Vortechs units	Quarterly
	Cleaning of Vortechs units (sediment removal per manufacturer instructions)	As needed, based on site-specific review and during dry weather when sediment depth is between 12-18 inches of dry-weather water surface elevation, and immediately after any oil, fuel, or chemical spill
Rip Rap Dissipater Pads	Inspection (for erosion and vegetation growth)	Annually
	Cleaning	As needed, based on site-specific review
Sediment Forebays	Inspection	Monthly
	Cleaning (and associated erosion repair, and repair of damaged vegetation by reseeding or resodding)	Quarterly or less, based on site-specific review, when sediment depth is between 3 and 6 feet. Reseeding/resodding should be done as seasonal conditions allow
	Mowing	As needed
Subsurface Infiltration Systems	Inspection	Annually, for inlets and other subsurface structure components
	Cleaning	As needed, based on performance observations and feasibility considerations
Yard and Trench Drains	Inspection	Quarterly
	Cleaning	As needed
	Turf edging	During routine lawn maintenance, as needed

Nothing in this document is intended or shall be construed to alter the allocation of maintenance responsibilities, as between the residents and Oak Point, established by operative resident lease agreements, the Oak Point Community Rules & Regulations, and applicable law.

5. DOCUMENTATION

It is recommended that records of routine inspections and cleanings of stormwater system components be created and maintained. Such records can provide helpful reference information for purposes of routine maintenance scheduling, and for periodic assessments of the maintenance program and any associated adjustments of implementation practices.

Attachments:

Appendix A: Locus Site Plan (Reference Sheet 0 and Sheets 1-25 showing locations of system components)

Appendix B: Index to System Components, with references to Site Plan Sheets

Appendix C: Index to Home Site Addresses, with references to Site Plan Sheets

Appendix D: Sample Inspection Record Forms