

# **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 1-800-305-9833 or [www.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com).

## Your Legal Rights and Options in this Settlement:

<p><b>Submit a Claim Form</b></p>	<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>
<p><b>Ask to be Excluded from the Damages Class</b></p>	<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&amp;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>
<p><b>Object</b></p>	<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>
<p><b>Go to a Hearing</b></p>	<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>
<p><b>Do Nothing</b></p>	<p>If you do nothing, you will give up your right to receive any monetary payment from the Settlement <u>and</u> 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&amp;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 July 21, 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 Craw, 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 July 21, 2022, you are a Damages Class Member. If you lived at Oak Point at any time between September 25, 2012 and July 22, 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.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com), or by calling 1-800-305-9833, 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.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com), or by calling 1-800-305-9833. 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.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com) or by calling 1-800-305-9833. To be timely, a Claim Form must be mailed, by U.S. Mail, postmarked by November 22, 2022 to:

Oak Point Settlement Administrator  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164

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.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com) or by calling 1-800-305-9833. 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 October 24, 2022 to:

Oak Point Settlement Administrator  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164

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 October 24, 2022 or send your objection by overnight carrier or by hand so that it is delivered by October 24, 2022.

<b>Settlement Administrator</b>
Oak Point Settlement Administrator c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164

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 2 p.m. on January 26, 2023 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.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com) 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.OakPointClassActionSettlement.com](http://www.OakPointClassActionSettlement.com) or by calling 1-800-305-9833.