

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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SCOTT SMITH, <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
v.	)	Case No. 1:21-cv-10654
	)	
CHELMSFORD GROUP, LLC, <i>et al.</i> ,	)	
	)	
Defendants.	)	
_____	)	

**ORDER**

Having considered the parties’ Joint Motion for Declaration Interpreting Class Action Settlement Agreement and Release, Doc. No. 110, and having reviewed the Class Action Settlement Agreement and Release (“Settlement”), Doc. No. 96-2, as well as the Class Action Complaint for Injunctive Relief and Damages (“Complaint”), Doc. No. 1-2, the Court issues this Order interpreting Sections 4.1(c), 5.1, 5.2, and 5.3 of the Settlement.

1. Pursuant to Section 28 of its February 1, 2023 Final Order and Judgment that approved the Settlement, Doc. No. 109, the Court has retained continuing and exclusive jurisdiction over the parties to this action for the purpose of administering, implementing, interpreting, enforcing or consummating the Settlement.

2. To the extent capitalized terms used in this Order are not otherwise defined herein, the Order incorporates by reference the meanings contained in Section 2 of the Settlement. Doc. No. 96-2.

3. Having reviewed Section 4.1(c) of the Settlement, the Court finds the phrase “the Base Rent that he or she is being charged on the Execution Date” to be ambiguous in this context.

4. To resolve this ambiguity, the Court adopts the Base Rent schedule proposed by the parties in the form of **Exhibit 1** to the Joint Motion, Doc. No. 110-1, as the Base Rents being properly charged on the Execution Date of the Settlement, as contemplated by Section 4.1(c) of the Settlement


5. To resolve this ambiguity, the Court also adopts the Base Rent schedule proposed by the parties in the form of **Exhibit 2** to the Joint Motion, Doc. No. 110-2, as the Base Rents properly charged as of April 1, 2023 (exclusive of the pass-through amounts provided in the Occupancy Agreements), until the next Base Rent increase on April 1, 2024.

6. Having reviewed Sections 5.1, 5.2, and 5.3 of the Settlement as well as the Complaint, the Court further finds the phrase “reasonably related to the acts, transactions, or occurrences that were alleged in the Action, including both Claims that were or that could have been alleged in the Action” in Sections 5.1 and 5.3 and the phrase “related in any way to, the acts, transactions, and occurrences that were alleged in the Action” in Section 5.2 to be ambiguous in this context.

7. To resolve this ambiguity, the Court adopts the interpretation proposed by the parties such that Sections 5.1, 5.2, and 5.3 encompass any breach of the Master Lease from 2011 to 2020, including any violations thereof related to the computation or charging of rents or rent increases, and the notices or timing of rent increases, and any claims related to the computation or charging of rents from 2020 to present under the Occupancy Agreements then in effect.

**IT IS HEREBY ORDERED**

Dated: April 18, 2023, 2023

  
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THE HONORABLE DENISE J. CASPER  
UNITED STATES DISTRICT COURT JUDGE