

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

<b>BARBARA CRAW, et al.,</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>Civil Action No. 18-12149-LTS</b>
	)	
	)	<b>LEAVE TO FILE GRANTED</b>
<b>HOMETOWN AMERICA, LLC, et al.,</b>	)	<b>09/16/2021</b>
	)	
<b>Defendants.</b>	)	

**[Amended Proposed]  
PARTIAL FINAL ORDER AND JUDGMENT PURSUANT TO RULE 54(B)**

Having considered the parties’ written submissions and conducted the Fairness Hearing on the proposed class action Settlement of the Oakhill Class and Plan of Allocation, the Court now provides its final approval of the proposed Settlement and enters the following Partial Final Order and Judgment pursuant to Fed. R. Civ. P. 54(b), on the following record, and based on the findings and subject to the terms and conditions set forth below (“Final Order and Judgment”).

1. Plaintiff Barbara Crow, on behalf of herself and the Oakhill Class, (“Plaintiff” or “Class Representative”) and Defendants Hometown America, LLC, Hometown America Management, LLC, and Hometown Oakhill, LLC (the defendants collectively are the “Oakhill Defendants”), have submitted a Joint Motion for Final Approval of Proposed Class Action Settlement of the Oakhill Class and Plan of Allocation (the “Final Approval Motion”) (D.E. 204), which seeks final approval of the Settling Oakhill Parties’ Stipulation of Settlement (the “Settlement,” “Settlement Agreement,” or “Agreement”), which is filed as D.E. 171-1, and all exhibits thereto, including, but not limited to, the Plan of Allocation. The Settlement Agreement is entered into by Plaintiff, both individually and as Class Representative, and the Oakhill

Defendants (the Oakhill Defendants jointly with Barbara Crow, both individually and as Class Representative, are the “Settling Oakhill Parties”).

2. Class Counsel, attorney Ethan Horowitz, has submitted a motion for Attorney’s Fees and Expenses, and a motion for Class Representative Award. (D.E. 198).

3. The Settling Oakhill Parties have filed a Joint Motion for Certification of Final Order and Judgment Granting Final Approval of Class Action Settlement of Oakhill Claims Pursuant to Federal Rule of Civil Procedure 54(b). (D.E. 210).

4. The Injunctive Relief Class Members Robert Lane and Tracy Lane (“the Lanes”) filed an objection to the proposed Settlement. (D.E. 194). The Settling Oakhill Parties and the Lanes have filed a Joint Motion for Approval of the Lanes’ Withdrawal of their Objection to the Proposed Class Action Settlement, the Lanes’ Withdrawal of their Request for Exclusion from the Damages Class, the Lanes Filing Valid Claim Forms for Monetary Relief from the Settlement Fund, and Additional Relief Provided by the Oakhill Defendants. (D.E. 211).

5. This Court preliminarily approved the Agreement by Preliminary Approval Order dated May 7, 2021. (D.E. 174). The Settlement Administrator, First Class, Inc., has advised the Court by declaration that it completed notice to the Class, as set forth in the Settlement Agreement. (D.E. 205-1).

6. 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 declarations and filings described above. The Court held a Fairness Hearing on September 14, 2021, at which the Court heard the Settling Oakhill 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. On September 13, 2021, this Court ruled that the objectors, Robert Lane and Tracy Lane, did “not need to appear in person or virtually for the fairness hearing [] in light of the joint motion to withdraw the objection.” (D.E. 212).

7. Based on the papers filed with the Court and the presentations made to the Court at the Fairness Hearing, and all of the foregoing, 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 Barbara Crow. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Final Order and Judgment incorporates by reference all definitions in the Agreement. (D.E. 171-1). 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 Oakhill Parties, including but not limited to all Settlement Class Members.

3. The Settling Oakhill 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 and former residents of the Oakhill Manufactured Housing Community, who resided there at any point between September 25, 2012 and March 23, 2021.

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 and former residents of the Oakhill Manufactured Housing Community, who resided there at any point between September 25, 2012 and March 23, 2021.

5. The Court hereby approves the Opt-Out List filed with the Court by the Settlement Administrator. (D.E. 205-1, ¶ 23). The Court grants the Joint Motion of the Settling Oakhill Parties and Robert Lane and Tracy Lane to withdraw the Lanes' Request for Exclusion from the Damages Class (D.E. 211), and the Lanes are no longer on the Opt-Out List; instead, the Lanes are members of the Damages Class, and are subject to the Settlement Agreement and its full Release. The one remaining person listed on the Opt-Out List (D.E. 205-1, ¶ 23) 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, including but not limited to Robert Lane and Tracy Lane.

6. The Court grants the Joint Motion for Approval of the Lanes' Withdrawal of their Objection to the Proposed Class Action Settlement, the Lanes' Withdrawal of their Request for Exclusion from the Damages Class, the Lanes Filing Valid Claim Forms for Monetary Relief

from the Settlement Fund, and Additional Relief Provided by the Oakhill Defendants. (D.E. 211). Provided that the Lanes submit their Claim Forms to the Settlement Administrator within fourteen (14) days of this Final Order and Judgment, and their Claim Forms are otherwise valid as determined by the Settlement Administrator, the Lanes' Claim Forms will be considered timely and valid.

7. 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 Oakhill 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.

8. 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 Oakhill Defendants gave proper notice under the Class Action Fairness Act, 28 U.S.C. §1715.

9. The Court, having considered the relevant submissions, including the Final Approval Motion, finds that the Settlement, on the terms and conditions set forth in the Settlement Agreement, and its Plan of Allocation, is 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 Oakhill Parties, with the substantial involvement of an independent, nationally-respected mediator, and that each of the Settling Oakhill 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 Oakhill 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 based on the Settlement Administrator's Opt-Out List (D.E. 205-1, ¶ 23) and the Court's granting the Joint Motion to allow Robert Lane and Tracy Lane to withdraw their Request for Exclusion from the Damages Class, only one person remains on the Opt-Out List. In light of the Court's granting the Joint Motion to approve the Lanes' withdrawal

of their objection, no Class Members have 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.

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

11. The Court dismisses the claims of Barbara Craw and the Settlement Class Members against the Oakhill Defendants from the Action on the merits and with prejudice, except that the individualized monetary claims of the one person remaining on the Opt-Out List (D.E. 205-1, ¶ 23, now excluding Robert Lane and Tracy Lane from the Opt-Out List), shall be dismissed without prejudice. This dismissal is without costs to any of the Settling Oakhill Parties, except as specifically provided in the Agreement. There is no just reason for delay under Fed. R. Civ. P. 54(b), and this Final Order and Judgment dismissing the claims of Barbara Craw 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.

12. 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.

13. Barbara Craw, 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.

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

15. The Court 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 Oakhill Defendants and all members of the Injunctive Relief Class, according to its stated terms.

16. Without impacting the finality of this Final Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the Settling Oakhill Parties as to this Agreement, including the Oakhill 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 Oakhill 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.

17. The Court approves Class Counsel's request for Attorney's Fees and Expenses in the amount of \$162,500, finding that amount to be fair, adequate, and reasonable, to be paid by



the Oakhill Defendants within thirty (30) days after the Final Settlement Date as provided in the Agreement.

18. The Court approves the request for a Class Representative Award in the amount of \$17,500, finding that amount to be fair, adequate, and reasonable, to be paid by the Oakhill Defendants within thirty (30) days after the Final Settlement Date as provided in the Agreement, on the express condition that Class Representative Barbara Crow shall not seek, participate in, or benefit from any further class representative award, if any, that may be sought and made in connection with the disposition of the remaining claims in this litigation which are not being resolved pursuant to this Final Order and Judgment, concerning the Oak Point manufactured housing community in Middleborough, Massachusetts. (*See* D.E. 213).

19. 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 Oakhill Defendant, of any fault, omission, liability, or wrongdoing on the part of any Oakhill 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 Oakhill 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 Barbara Crow and the Settlement Class Members or the defenses of any Oakhill Defendant.

20. 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.

21. 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.

22. 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.

23. Rule 54(b) certification is appropriate. The proposed Final Order and Judgment is a final judgment providing the ultimate disposition of the claims of the Oakhill Class. The proposed Settlement resolves fully the substantive claims of the Oakhill Settlement Class. (D.E. 171-1). The final approval of the Oakhill Class Settlement is a final judgment as to that class, as it disposes of all of the claims of the Oakhill Settlement Class, and only leaves pending the claims of the proposed Oak Point class. As "multiple parties are involved, the court may direct entry of a final judgment as to [the Oakhill class claims,]" Fed. R. Civ. P. 54(b), and leave pending the claims of the proposed Oak Point class. The final judgment requirement for Rule 54(b) certification is met.

24. Rule 54(b) certification is also appropriate because there is no just reason for delay. Rule 54(b) certification would allow for prompt relief to be provided to Oakhill Class Members, and thus public interest weighs in favor of the Rule 54(b) certification. The Oakhill Class Settlement will not be final, and Class Relief cannot be given, until the "Final Settlement Date," after, *inter alia*, the time for appeals is extinguished. (D.E. 171-1, at 14). This litigation has

been pending for three years, and at least 213 Oakhill Class Members have filed Claim Forms for a portion of the \$500,000.00 Settlement Fund, and are awaiting payment, which Rule 54(b) will expedite. (D.E. 205-1, ¶ 24). Rule 54(b) certification will also allow for the prompt implementation of the Oakhill Stormwater Program and the Oakhill Stormwater Management Complaint Resolution Procedure.

25. There is also no just reason for delay because the Oakhill claims and the Oak Point claims involve two distinct manufactured housing communities and two distinct groups of people, that present substantially different facts and legal issues. For all of these reasons, the “no just reason for delay” requirement for Rule 54(b) certification is met, and Rule 54(b) certification is appropriate.

**IT IS HEREBY ORDERED**, on this the 23 day of September, 2021.

/s/ Leo T. Sorokin

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HONORABLE LEO T. SOROKIN  
UNITED STATES DISTRICT COURT JUDGE