

COMMONWEALTH OF MASSACHUSETTS
HAMPDEN SUPERIOR COURT

**If You Were a Tenant of Beacon Square
Apartments at any time from June 10, 2019
through March 9, 2023, You Are Entitled to a
Payment from a Class Action Settlement.**

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

- A Settlement has been reached in a putative class action lawsuit about whether the owner of Beacon Square Apartments transferred to tenants, without their knowledge or consent, the responsibility for payment of electricity supplied to certain corridor lights at the property. The Defendant in the case is the property owner – Olympia Beacon Square, LLC – which denies that it did anything wrong. The Court has not determined who is right.
- Those included in the Settlement are eligible to receive a payment from the Settlement Fund, which is a total of \$699,101 (six hundred ninety-nine thousand, one hundred one dollars). The actual amount of the payments to each Class Member will be based on allocations agreed to by the parties and approved by the Court after payment of attorneys' fees and expenses, any service award to Plaintiff approved by the Court, and payment of one-half of expenses incurred to provide notice and administer the Settlement.
- **Please read this notice carefully.** Your legal rights are affected whether you act or don't act.
- **Do not contact the Court about this Settlement. Any questions that you may have about this Notice or the Settlement should be directed to the Settlement Administrator or Class Counsel.**
- **You should notify the Settlement Administrator immediately if your mailing address or email address has changed or will soon change.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT	Write to explain why you don't like the Settlement. See Paragraph 15 of this Notice.
PARTICIPATE IN THE HEARING	You may tell the Court why you don't like the Settlement, but you are not required to do so. See Paragraph 16 of this Notice.
DO NOTHING	You received this Notice because Beacon Square's records show you were a tenant who is entitled to receive a payment from the Settlement Fund. Whether or not you receive and accept a settlement payment, you will give up your right to sue Beacon Square for the claims released under the Settlement Agreement. See Paragraphs 10 – 11 of this Notice.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice. For complete details, view the Settlement Agreement, available BeaconSquareSettlement.com.

BASIC INFORMATION

1. Why was this Notice issued?

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

This case (the "Lawsuit") is pending in the Hampden County Superior Court. The Lawsuit is known as *Kaitlyn Peters v. Olympia Beacon Square, LLC*, Case No. 2379CV00288. The tenant who sued Beacon Square, Kaitlyn Peters, is called the Plaintiff or Class Representative.

2. What is a Class Action?

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

3. What is this Lawsuit about?

This Lawsuit alleges that Beacon Square transferred to tenants, without their knowledge or consent, the responsibility for payment of electricity supplied to certain corridor lights at the Beacon Square

Apartments in Chicopee, Massachusetts. Beacon Square denies that it did anything wrong and maintain it has defenses to the Lawsuit.

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

4. Why is there a Settlement?

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

WHO'S INCLUDED IN THE SETTLEMENT?

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

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

All persons who were lessees (as tenants or co-tenants) of apartments at the property known as Beacon Square Apartments, located at 1892 Memorial Drive, Chicopee, Massachusetts, at any time from June 10, 2019 to March 9, 2023.

The Court has given preliminary approval to the Settlement. This Court order is available by contacting the Settlement Administrator or Class Counsel, or by clicking the “Preliminary Approval Order” link under the “Important Documents Tab” on the Settlement Website, located at BeaconSquareSettlement.com.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement provides for Beacon Square to pay a total of \$699,101 to settle the case (the “Settlement Fund”). Any attorneys’ fees and expenses approved by the Court, any payment to the Class Representative approved by the Court, and one-half of the costs of providing notice and administering the Settlement will first come out of the Settlement Fund (*see* Question 13). The amount remaining after deducting these sums will be used to make cash payments to Class Members.

7. How much will my payment be?

The Settlement provides for you to receive a payment based on the amount of your average monthly rent during your tenancy at Beacon Square. It is estimated that the payment will be approximately 2.1 times the amount of your average monthly rent in the period June 10, 2019 – March 9, 2023. (For example, if your average monthly rent in that time period was \$1,000, the payment you’ll receive will be approximately \$2,100). Your average monthly rent was determined

by dividing the monthly rent stated in your lease each month by the number of months of your tenancy.

The actual amount of your payment cannot be determined until the Court has determined the amounts to be awarded to Class Counsel for legal fees and expenses, the amount to be awarded to the Class Representative as a service award, and the total amount of fees and expenses for providing notice and administering the Settlement, and until the Court has approved the Settlement terms.

Any amounts remaining in the Settlement Fund after disbursement of these amounts (for example, due to uncashed checks) will be re-distributed on a *pro rata* basis to Class Members who received and cashed their payment checks.

For each tenancy, payments will be divided equally among all persons listed as tenants on the lease.

The payments to be made under this Settlement may be considered taxable income. However, the lawyers are not tax professionals and make no representations as to whether payments may be considered taxable income under federal or state law. You should consult a financial advisor or tax professional with any questions or concerns you may have about this issue.

8. When will I get my payment?

If you are entitled to receive a payment, you should receive a check from the settlement administrator within 60 - 75 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final approval of the Settlement will be held on May 28, 2024, at 2:00 p.m. at the Hampden Superior Court, 50 State Street, Springfield, Massachusetts. All checks will expire and become void 120 days after they are issued.

HOW TO GET A PAYMENT

9. Do I need to do anything to get benefits?

You don't need to do anything to receive a payment. *However, it is important that you confirm that the Settlement Administrator has your current mailing and email addresses and that you notify the Administrator of any change in address that occurs or is expected to occur before payments are mailed.*

WHAT AM I GIVING UP IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Olympia Beacon Square, LLC, and related entities and individuals for the claim being resolved by this Settlement. The specific

claims and parties being released are described in Paragraphs 19 and 20, below, and in the Settlement Agreement.

If you have any questions you can contact Class Counsel, Kenneth D. Quat, for free or you can, of course, talk to your own lawyer (at your own expense).

11. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Kenneth D. Quat, of Quat Law Offices, and Jeffrey S. Morneau, of Connor & Morneau, LLP, as the attorneys to represent the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, filing the case, and negotiating with Beacon Square’s attorneys, that the Settlement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Your lawyer may enter an appearance in the case, again at your expense.

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

The Settlement Agreement allows Class Counsel to submit a request for reasonable attorneys’ fees and costs of up to 20% of the Settlement Fund for investigating and analyzing the claim, preparing and filing the case, and negotiating the Settlement. Class Counsel may seek, and the Court may award, less than this amount. Class Counsel also will apply to the Court for a Service Award in the amount of up to \$2,500 for Kaitlyn Peters for her efforts as Class Representative in bringing the Lawsuit and assisting Class Counsel throughout the Lawsuit. All amounts approved by the Court will be paid from the Settlement Fund before making payments to Settlement Class Members. In addition, one-half (50%) of the cost of providing notice to Settlement Class Members and administering the Settlement will be paid from the Settlement Fund before payments are made to Class Members.

14. May I get out of the Settlement?

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

OBJECTING TO THE SETTLEMENT

15. What can I do if I do not like the Settlement?

You can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to approve the Settlement. To object, you must send a letter or an email stating that you object to the Settlement, identify all your reasons for your objections (including citations and supporting evidence), attach any materials you rely on for your objections, and provide the name and contact information of any lawyer representing you. Your letter or brief must also indicate whether you intend to address the Court at the Final Approval Hearing and include your name, address, phone number, and signature. You must mail, email, or otherwise deliver the objection to Class Counsel no later than April 29, 2024:

Kenneth D. Quat, Esq.
373 Winch Street
Framingham, MA 01701
beaconsquaresettlement@quatlaw.com
Class Counsel

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

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

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on May 28, 2024, at the Hampden Superior Court, 50 State Street, Springfield, Massachusetts. The purpose of this hearing is for the Court to consider whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for an award of attorneys' fees and expenses; and to consider the request for an incentive award to Class Representative. If any Class Member (or his/her attorney) has asked to speak at the hearing, the Court will listen to them at that time. The Court will issue its decision after the hearing. We do not know how long it will take for the Court to decide.

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

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have about the Settlement. But you are welcome to attend the hearing. If you have made an objection to the Settlement you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also hire your own lawyer to attend and speak on your behalf at the hearing, but this is not required.

GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. More details are in the full Settlement Agreement, which can be viewed or downloaded [[here](#)]. You also can get a copy of the Settlement Agreement by emailing the Settlement Administrator at beaconsquaresettlement@optimeadmin.com or by visiting BeaconSquareSettlement.com. You can call the Settlement Administrator at 844-625-7313 or email Class Counsel at beaconsquaresettlement@quatlaw.com. if you have any questions. Before doing so, however, please read this Notice carefully.

Many of the Court papers, including this Notice, the Settlement Agreement, and the Preliminary Approval Order are posted on the Settlement website BeaconSquareSettlement.com. You also can obtain a copy of the Settlement Agreement or review any other public papers relating to the lawsuit by examining the records of this case at the Court Clerk's office at 50 State Street, Springfield, Massachusetts. The Court Clerk's office has the ability to make copies of any such public documents for a fee. Also, all filed documents in the case, including the Settlement document, are available for viewing online for a fee through the Court's online filing system, (<https://http://www.masscourts.org/eservices/home.page.2;jsessionid=FA9C17BB540A41454AA5B7D7F25B3238>). ***Any questions that you may have about this Notice or the Settlement should not be directed to the Court but should be directed to the Settlement Administrator or Class Counsel.***

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

If the Settlement is approved you will give up the ability to sue Beacon Square and all its past and present officers, employees, agents, attorneys, shareholders, parent corporations, subsidiaries, affiliates, predecessors, successors, and assigns for any and all claims and causes of action based on or arising out of Beacon Square's alleged transfer to Class Members, without their knowledge or consent, of the responsibility for payment of electricity supplied to corridor lights of the Property through March 9, 2023.

21. What are the released claims?

The “Released Claims” are defined above. They are all claims and causes of action based on or arising out of Beacon Square’s alleged transfer to Class Members, without their knowledge or consent, of the responsibility for payment of electricity supplied to corridor lights of the Property through March 9, 2023. The full terms of the Release are set forth in Section VIII of the Settlement Agreement available at BeaconSquareSettlement.com.