

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA No. 2085-CV-00971D

JOEL BURMAN as the Legal Representative of the
Estate of Mary Burman, on behalf of Ms. Burman
and all others similarly situated,

Plaintiff,

v.

CONTINUING CARE MANAGEMENT LLC;
WHITNEY PLACE AT SHARON LLC;
WHITNEY PLACE AT SHARON LIMITED
PARTNERSHIP, d/b/a WHITNEY PLACE AT
SHARON; WHITNEY PLACE AT SHARON
MANAGEMENT LLC; SALMON HEALTH AND
RETIREMENT; and SHI II WHITNEY PLACE
SHARON, LLC.,

Defendants.

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~~PROPOSED~~
FINAL ORDER AND JUDGMENT

WHEREAS, on February 23, 2023, the Court Preliminarily Approved the proposed Settlement of the Action between Plaintiff, Joel Burman, personal representative of the estate of Mary Burman ("Plaintiff" or "Burman"), and Continuing Care Management LLC; Whitney Place at Sharon LLC; Whitney Place at Sharon Limited Partnership, d/b/a Whitney Place at Sharon; Whitney Place at Sharon Management LLC; Salmon Health and Retirement; and SHI II Whitney Place Sharon, LLC. (collectively "Defendants")(Defendants collectively with Plaintiff, the "Parties"), pursuant to the terms of the Settlement Agreement, and directing that notice to be given to the Class Members.

WHEREAS, the Parties' plan for providing notice to the Settlement Class (the "Notice Plan") was set forth in the Settlement Agreement and the Preliminary Approval Order, and the Notice Plan detailed the process by which Class Members would receive Notice.

WHEREAS, the Class Members were notified by of the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether judgment should be entered dismissing the Complaint with prejudice; and (3) whether Class Counsel's application for an award of attorneys' fees and costs should be approved.

Entered and Copies Mailed 5/10/23

WHEREAS, a Final Approval Hearing, was held on May 9, 2023, in order to: (i) determine whether to grant final approval to this Settlement Agreement; (ii) consider any timely objections to this Settlement and all responses to objections by the Parties; and (iii) rule on the Plaintiff's Fee and Expense Application.

NOW, THEREFORE, the Court, having heard the presentations of Class Counsel and Defendants' Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate and reasonable, having considered the application of Plaintiff for an award of attorneys' fees and cost reimbursements, and having reviewed the materials in support thereof, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement and incorporated therein.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Class Members.
3. The Court approves the Settlement of this Action with respect to the claims against Defendants and as set forth in the *Settlement Agreement* as being fair, just, reasonable and adequate to the Class.
4. The Court's findings, as set forth herein, are not deemed to be an admission of liability or fault by Defendants or by any other person or entity, or a finding of the validity of any claims asserted in the litigation or any wrongdoing or any violation of law by Defendants. The Settlement Agreement is not a concession and shall not be used as an admission of any fault or omission by Defendants or any other person or entity. Neither the terms of the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding, other than such proceedings which may be necessary to consummate or enforce the terms of the Settlement Agreement, except that Defendants may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

5. The Court finds that the Class, as defined in the Settlement Agreement, continues to meet all the prerequisites of Rule 23 of the Massachusetts Rules of Civil Procedure and M.G.L. c. 93A, including numerosity, predominance of common issues, typicality and adequacy of the representative party.
6. The Court reconfirms the appointment of Plaintiff, Joel Burman, as Class Representative of the Class. The Court also reconfirms the appointment of Class Counsel, as defined in the Settlement Agreement, as counsel for the above Class Representative and the Class.
7. The Court finds that the Notice Plan set forth in the Settlement Agreement, and effectuated pursuant to the terms of the allowed *Motion for Preliminary Approval*, constituted the best notice practicable to the Class and satisfied the requirements of the Massachusetts Rules of Civil Procedure and the requirements of Due Process of the Constitution of the Commonwealth of Massachusetts and the United States Constitution and any other applicable law.
8. The Court finds that the Settlement, as set forth in the *Settlement Agreement*, is in all respects, fair, reasonable, adequate and in the best interests of the Class, and it is approved. The Parties shall forthwith effectuate the *Settlement Agreement* according to its terms. The *Settlement Agreement* and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
9. Upon the Effective Date, the Class Representative and all Class Members shall have, by operation of this Order and Judgment, fully, finally and forever released, relinquished and discharged, to the fullest extent permitted by law, all Released Parties from all Released Claims, as defined in the Settlement Agreement.
10. All Settlement Class Members, including the Class Representative, and the successors, assigns, parents, subsidiaries, affiliates, or agents of any of them, are hereby permanently barred and enjoined from instituting, commencing, participating in or prosecuting, either

directly or in any other capacity, any Released Claim against any of the Released Parties, in any proceeding whatsoever.

11. This Order and Judgment, the *Settlement Agreement*, the Settlement which they reflect, and any and all acts, statements, documents or proceedings related to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendants of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claim or of the existence or amount of damages, nor shall the Settlement Agreement, or any of the negotiations or proceedings connected with it, be offered or received in evidence in any pending or future action or proceeding, other than such proceedings which may be necessary to consummate or enforce the Settlement Agreement.

12. The Claim Administrator shall direct distribution of the Class Relief in the manner set forth in the *Class Action Settlement Agreement*.

13. The Court has received and reviewed *Plaintiffs' Unopposed Application for an Award of Attorneys' Fees and Expenses*.

14. Plaintiffs are awarded the sum of \$ _____ (\$250,000.00) as attorneys' fees. *R. H. J.*

15. Plaintiffs are awarded the sum of \$ _____ (\$96,670.00) as costs. *R. H. J.*

16. Plaintiff is awarded a representative stipend for his service to the Class in the amount of \$ _____ (\$25,000.00). *R. H. J.*

17. All payments and distributions ordered herein shall forthwith be made in the manner and at the times set forth in the *Class Action Settlement Agreement*.

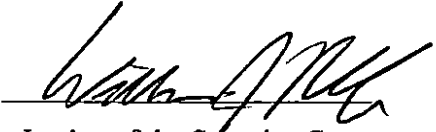
18. Any uncashed claim payments (residual) which remain unclaimed, after a second disbursement, shall revert to the *cy pres* designee the Massachusetts IOLTA Committee.

19. This Action is hereby dismissed in the entirety with prejudice with respect to Defendant. Except as otherwise provided in this Order, the parties shall bear their own costs and attorneys' fees. Without affecting finality of the Judgment hereby entered, the Court

reserves jurisdiction over the implementation of the Settlement and the Settlement Agreement, including distribution of the Settlement benefits, enforcement and administration of the Settlement Agreement, including any releases in connection therewith, breath therewith and/or any other matters related or ancillary to the foregoing, including hearing and determining any application by any Party to the Settlement for a Settlement bar order.

IT IS SO ORDERED.

Dated: 5/9/23


Justice of the Superior Court

CRIFE, J