

COMMONWEALTH OF MASSACHUSETTS

MASSACHUSETTS HOUSING COURT  
CENTRAL DIVISION

**If You Were a Tenant of Fountainhead  
Apartments or Arrive Westborough  
Apartments and Paid Water or Sewer  
Charges or Had Security Deposit Funds  
Withheld You Could Get a Payment from a  
Class Action Settlement.**

*A State Court in Massachusetts authorized this notice. This is not a solicitation from a lawyer.*

*Para ver este aviso en español, visite  
[www.rg2claims.com/FountainheadArriveSettlement.html](http://www.rg2claims.com/FountainheadArriveSettlement.html)*

- A Settlement has been reached in a putative class action lawsuit about whether the owners of Fountainhead Apartments and Arrive Westborough Apartments unlawfully billed tenants for water and sewer charges and unlawfully withheld monies from security deposits. The Defendants in the case are Northland Fountainhead, LLC—also known as Northland—and FPACP4 Fountainhead, LLC—also known as FPA. The Defendants deny that they did anything wrong and assert certain defenses. The Court has not determined who is right.
- Those included in the Settlement may be eligible to receive a payment from the Settlement Fund, which is \$1,245,000 total. The actual amount of the payments will be based on allocations agreed to by the parties and approved by the Court after payment of attorneys' fees and expenses and service awards approved by the Court.
- **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 |   |
|--|---|
| <b>OBJECT</b>                                    | Write to explain why you don't like the Settlement. See Paragraph 16 of this Notice.  |
| <b>PARTICIPATE IN THE HEARING</b>                | You can speak in Court about your opinion of the Settlement, but you are not required to do so. See Paragraph 17 of this Notice.  |
| <b>DO NOTHING</b>                                | If the records of Northland or FPA show that you paid a security deposit all or any part of which was retained for alleged damages to your unit or paid amounts billed for water and sewer charges, you will receive a payment from the Settlement Fund. Whether or not you receive a settlement payment, you will give up your right to sue the Defendants for the claims released under the Settlement Agreement. See Paragraphs 7 – 12 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 by clicking on this link, or call 1-866-742-4955

## BASIC INFORMATION

### 1. Why was this Notice issued?

A judge of the Massachusetts Housing 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 Massachusetts Housing Court, Central Division. The Lawsuit is known as *Xue Chen et al v. FPACP4 Fountainhead, LLC and Northland Fountainhead, LLC*, Case No. 21H85CV000072. The tenants who sued the Defendants—Xue Chen, Rajeev Tripathi, and Monika Tripathi—are called the Class Representatives.

### 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. In a class action, 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 Defendants unlawfully billed Class Members for water and sewer charges and unlawfully withheld money from the security deposits of certain Class Members. The Defendants deny they did anything wrong and maintain that they have several defenses.

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 tenants of the property known as Fountainhead Apartments and/or Arrive Westborough at any time from February 10, 2015 to April 18, 2023.**

The Order preliminarily certifying the Class is available by contacting the Settlement Administrator or Class Counsel, clicking [\[here\]](#), or by clicking the “Class Certification Order” link under the “Important Documents Tab” on the Settlement Website, located at [www.rg2claims.com/FountainheadArriveSettlement.html](http://www.rg2claims.com/FountainheadArriveSettlement.html)

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

The Settlement provides for Defendants to pay a total of \$1,245,000.00 (the “Settlement Fund”) to settle the case. The court approved attorneys’ fees and expenses and court-approved payments to the Class Representatives will 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 who paid money to Defendants for security deposits all or any part of which was retained for alleged damages to your unit or water and sewer charges.

## 7. How much will my payment be?

If you were a tenant at Fountainhead Apartments and had money withheld from a security deposit that you paid to Northland, the Settlement provides for you to receive 90% of the money withheld for alleged damages to your unit. If you were a tenant at Fountainhead Apartments, the Settlement provides for you to receive 27.1% of monies you paid to Northland, for water and sewer charges.

If you were or currently are a tenant at Arrive Westborough and had money withheld from your security deposit by FPA, the Settlement provides for you to receive 90% of the money withheld for alleged damages to your unit. If you were or currently are a tenant at Arrive Westborough, the Settlement provides for you to receive 43.44% of monies you paid to FPA, for water and sewer charges.

If you are currently a tenant at Arrive Westborough and paid security deposits to Northland, you will receive a single payment of \$100.00.

If you are currently a tenant at Arrive Westborough and paid security deposits to FPA that were deposited in Wells Fargo Bank, you will perceive a single payment of \$50.00.

You are not entitled to a payment if you were a tenant at either the Fountainhead Apartments or Arrive Westborough and either of the following is true: (1) Defendants' records do not show that you paid a security deposit or amounts billed for water and sewer charges; or (2) Defendants' records show that no security deposit money was retained for alleged damages to your unit and did not pay any amounts billed for water and sewer charges. If you paid money to a co-tenant who is receiving a payment under this settlement, that tenant is responsible for repaying you for any amount that may be due to you.

Depending on your payment history, you may be entitled to receive only a security deposit refund, only a water and sewer refund, both, or neither. Certain tenants who moved into their apartments before the sale to FPA and then continued to live there afterward will be entitled to receive water and sewer refunds from both Northland and FPA.

The actual amount of the above payments cannot be determined until the Court has determined the amounts to be awarded to Class Counsel for legal fees and expenses, the amounts to be awarded to the Class Representatives as incentive awards, and 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 paid to a *cy pres* recipient approved by the Court, which will be one or more organizations that provide legal assistance to lower-income individuals and families.

For each tenancy, the payments on behalf of all Class Members who lived in an apartment during the lease term will only be made to those tenants who, according to Defendants' records, actually paid the security deposits or water and sewer charges. Class Members who receive settlement payments are responsible for providing any portion due to roommates or others who may have resided with them or who may otherwise be owed such sums. To confirm who will receive a settlement payment for your apartment and the current estimated amount of that payment, please go to <https://www.claimsettlementportal.com/fountainhead> and input the unique ID code sent to you with your mailed notice.

#### 8. When will I get my payment?

If you are entitled to receive a payment, you should receive a check or electronic transfer 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 October 17, 2023, at 2:00 p.m., at the Massachusetts Housing Court, Central Division, 225 Main Street, Worcester, Massachusetts 01608. All checks will expire and become void 180 days after they are issued.

#### 9. I'm not getting any payment under the Settlement. Why not?

Defendants' payment records only show the identity of the tenants who made payments for security deposits or water and sewer charges. They have no records that would disclose whether other tenants in an apartment may have reimbursed some or all of the amounts paid by the tenants listed in Defendants' records, and there is no practical way for them to find that out for all members of the Class. The only practical way to make payments on behalf of the Class Members to people who are known to have made those payments is to pay the refunds to those tenants listed in Defendants' payment records. Class Members who receive settlement payments are responsible for providing any portion due to roommates or others who may have resided with them or who may otherwise be owed such sums. To determine who will receive a settlement payment for your apartment and the current estimated amount of that payment, and to confirm the accurate present contact information of the tenant who will receive a settlement payment, please go to <https://www.claimsettlementportal.com/fountainhead> and input the unique ID code sent to you with your mailed notice.

### HOW TO GET BENEFITS

#### 10. How do I get benefits?

If you are a Settlement Class Member you don't need to do anything to receive benefits. ***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 before you are scheduled to receive your payment.***

### REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Northland Fountainhead, LLC and FPACP4 Fountainhead LLC and related entities and individuals for the claims being resolved by this Settlement. The specific claims and parties being released are described in Paragraphs 21 and 22, below, and in the Settlement Agreement.

If you have any questions you can talk to Class Counsel listed in Question 12 for free or you can, of course, talk to your own lawyer (at your own expense) if you have questions about what this means.

## **12. What happens if I do nothing at all?**

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

## **THE LAWYERS REPRESENTING YOU**

## **13. Do I have a lawyer in the case?**

The Court has appointed Lei Reilley of Reilley Chang Law, PLLC, Charles G. Devine, Jr., of Devine Barrows, LLP, and Kenneth D. Quat, d/b/a Quat Law Offices, as the attorneys to represent the Settlement Class. They are called “Class Counsel.” They believe, after litigating the case and conducting an extensive investigation, 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. You may also enter an appearance though an attorney if you so desire.

## **14. 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 \$400,000 for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Class Counsel may seek, and the Court may award, less than this amount. Class Counsel also will apply to the Court for an Incentive Award in the amount of up to \$2,500 for Xue Chen and a total of \$2,500 for Rajeev and Monika Tripathi for their efforts as Class Representatives in bringing the action and assisting throughout the litigation. If approved by the Court, these amounts will be deducted and paid from the Settlement Fund before making payments to Settlement Class Members. The Settlement also requires that Defendants pay all costs and expenses associated with giving notice of and administering the Settlement separately from the Settlement Fund.

## **15. 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 claims 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 16, below.

## **OBJECTING TO THE SETTLEMENT**

## 16. What should I do if I do not like the Settlement?

If you're a Class Member 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 your signature. You must mail or deliver the objection to Class Counsel and Defendants' counsel postmarked no later than September 18, 2023:

Lei Zho Reilley, Esq.  
44 Mechanic St., Suite 211  
Newton, MA 02464  
[ClassActionContact@reilleychangelaw.com](mailto:ClassActionContact@reilleychangelaw.com)  
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One International Place, Suite 3700  
Boston, MA 02110  
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Counsel for FPACP4 Fountainhead, LLC

### **17. May I speak to the Court about my objection?**

Yes, if you submit an objection as provided in Paragraph 16 above, you may ask the Court for permission to speak. If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer, you must say so in your objection,

## **THE COURT'S FINAL APPROVAL HEARING**

### **18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Fairness Approval Hearing at October 17, 2023, at 2:00 p.m., at the Massachusetts Housing Court, Central Division, 225 Main Street, Worcester, Massachusetts. The purpose of the hearing will be 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 anyone 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: [ClassActionContact@reilleychangelaw.com](mailto:ClassActionContact@reilleychangelaw.com). If, however, if 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.

### **19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have that are directed to the Class. But you are welcome to come at your own expense. If have made an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

## **GETTING MORE INFORMATION**

### **20. 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 writing the Settlement Administrator at P.O. Box 59479, Philadelphia, PA 19102 or by visiting [www.rg2claims.com/FountainheadArriveSettlement.html](http://www.rg2claims.com/FountainheadArriveSettlement.html). You can call the Settlement Administrator at 1-866-742-4955 or email Class Counsel at [ClassActionContact@reilleychangelaw.com](mailto:ClassActionContact@reilleychangelaw.com). if you have any questions. Before doing so, however, please read this full Notice carefully.

Many of the Court papers, including this Notice, the Settlement Agreement, and the Order for Preliminary Approval are posted on the Settlement Website [www.rg2claims.com/Fountainhead](http://www.rg2claims.com/Fountainhead)



ArriveSettlement.html. 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 Clerk's office at 225 Main Street, Worcester, Massachusetts. The 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.***

## **21. What am I giving up in exchange for the Settlement benefits?**

If the Settlement is approved you will give up the ability to sue Defendants and all and their past and present shareholders, principals, parent corporations, affiliates, subsidiaries, related fund and corporate entities, predecessors and successors, general and limited partners, and each of their past and present officers, directors, owners, shareholders, principals, members, partners, managers, employees, contractors, agents, attorneys, insurers, assigns of any of the foregoing, for any and all claims in law or in equity, of whatever kind or nature including, without limitation, claims for monetary damages, equitable, declaratory, and injunctive relief, restitution and disgorgement, and attorneys' fees, including those claims asserted or which could have been asserted in the Action, arising from, concerning, or in any way relating to the (1) notice of collection, place of deposit, handling, deductions from, and/or return of security deposits at the Property during the Class Period; (2) Liability Insurance Required of Resident Addendum and the Indemnification & Property Damage Liability Addendum in the tenant lease at the Property during the Class Period; and (3) calculation, billing, and/or payment of charges for submetered water and sewer service at the Property during the Class Period.

## **22. What are the released claims?**

The "Released Claims" are defined above. They include any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, restitution, fines, costs, penalties or expenses including attorneys' fees of any kind or nature whatsoever, past or present, ascertained or unascertained, whether or not known, suspected or claimed from the beginning of the Class Period through and including the Effective Date arising from or in any way related to the tenant security deposits, insurance waiver lease addenda, and submetered water/sewer utility charges at the Property.

The full terms of the Release are set forth in Paragraph 24. of the Settlement Agreement available at [www.rg2claims.com/FountainheadArriveSettlement.html](http://www.rg2claims.com/FountainheadArriveSettlement.html).