

DOCKET NO.: X10-UWY-CV-22-6068623-S : SUPERIOR COURT
LATASHA HARRIS, ET AL. : COMPLEX LITIGATION
DOCKET
V. : AT WATERBURY
THE RELATED COMPANIES, INC., ET AL. : February 23, 2024

STIPULATION OF SETTLEMENT

The parties to the above-captioned action (the “**Action**”), by and through their undersigned attorneys, have entered into this Stipulation of Settlement (“**Settlement Agreement**”), subject to the approval of this Court pursuant to Practice Book § 9-9(c).

Recitals

WHEREAS, by complaint dated November 22, 2022 plaintiffs Latasha Harris, Joanne Wright, Christina Tejada, Minerva Ortiz, Fenilda Barreras, Ramonita Ramos, and Felicita Ramos (collectively, the “**Named Plaintiffs**”) brought the Action in Connecticut Superior Court on behalf of themselves, their minor children, and a putative class of current and former residents of the Branford Manor Apartments located in Groton, Connecticut (“**Branford Manor**”) which class was defined to consist of “all persons who live at [Branford Manor] or have lived there during all or part of the past three years . . .”; and

WHEREAS, the claims in the Action are now pending against defendants The Related Companies, Inc. Branford Manor Preservation, Limited Partnership; Branford Manor Preservation GP, LLC; Related Affordable, LLC; and Related Management Corporation (collectively the “**Defendants**” and together with the Named Plaintiffs’ the “**Parties**” and each separately a “**Party**”); and

WHEREAS, the Named Plaintiffs allege that they and others who lived at Branford Manor at any time from November 23, 2019 through November 22, 2022 (the “**Class Period**”) suffered, by reason of conditions that existed, or conduct of Defendants occurring, in whole or in part, during their residence at Branford Manor, injuries consisting of financial loss, costs and expenses, interference with tenancy rights, emotional distress, property loss and damage, physical injuries and symptoms, and illness (collectively the “**Injuries**”), which claims for Injuries are set forth with more particularity in Named Plaintiffs’ current operative First Amended Class Action Complaint (the “**Complaint**”); and

WHEREAS, Defendants deny and have contested Named Plaintiffs’ allegations; and

WHEREAS, the Parties agreed to engage in mediation in order to attempt to

compromise all of their disputes in the Action; and

WHEREAS, the mediation has culminated in an agreement to settle and resolve the claims in the Action, as detailed herein on behalf of a proposed class consisting of all persons who lived at Branford Manor as authorized residents during all or part of the Class Period (all such persons to be, collectively, the “**Class**,” each person who is included within the Class to be, individually, a “**Class Member**”); and

WHEREAS, based upon their investigation and extensive interaction with the Named Plaintiffs and more than 100 other families in the Class, counsel for Named Plaintiffs (and putative Class counsel) have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate as to Named Plaintiffs and the Class, and in the best interests of Named Plaintiffs and the Class, after considering (1) the substantial benefits that Named Plaintiffs and the Class Members will receive from settlement of the Action, (2) the attendant delay and risks of continued litigation and the uncertainty of the outcome of the Action, and (3) the desirability of permitting a settlement to be consummated as provided by the terms of this Settlement Agreement; and

WHEREAS, Defendants have at all times denied, and continue to deny, all allegations whatsoever of any wrongdoing, negligence, fault, or liability, and assert that their actions have been lawful and proper in all respects and in compliance with all applicable legal duties, but in order to avoid the uncertainties, risks and expense of further litigation, Defendants have agreed to settle and terminate all existing or potential claims existing as of the date of this Settlement Agreement; provided, however, that in agreeing to settle this Action, Defendants in no way acknowledge or admit any wrongdoing, negligence, fault or liability to the Named Plaintiffs or any Class Members, and no inference of any such liability is to be drawn from the participation in this settlement by Defendants, and assert their intention, absent a settlement, to continue to oppose certification of the Class, and otherwise to continue with a vigorous defense and proceed to further litigation of this Action; and

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and among the Parties, through their respective attorneys, subject to approval of the Court pursuant to Practice Book § 9-9(c), that in consideration of the benefits flowing to the Parties, all Settled Claims as against all Released Parties (as those terms are defined in Appendix 1) shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions (collectively hereinafter referred to as the “**Settlement**”):

Definitions

1. **Definitions.** As used in this Settlement Agreement, capitalized terms will have the meanings set forth below or in Appendix 1.

Settlement Consideration

2. **Settlement Consideration.** In consideration for the Settlement of the Action on

the terms and conditions set forth in this Settlement Agreement, the Defendants agree to pay, when and as specified in this Settlement Agreement, the sum of \$12,250,000.00 (the “**Settlement Consideration**”) to be deposited on the **Settlement Funding Date** into a court-ordered qualified settlement fund established pursuant to Section 468B of the Internal Revenue Code (the “**Settlement Fund**”), to be disbursed by the Settlement Administrator as follows:

- (i) **Base Payments** to Class Members in the following amounts for residency during the Class Period, with a year defined to equal 365 days:
 - a. For adults with three years of residency, \$6,000; with at least two but less than three years of residency, \$4,000; and with less than two years of residency, \$2,000.
 - b. **For minors** with three years of residency, \$3,000; with at least two but less than three years of residency, \$2,000; and with less than two years of residency, \$1,000.

Years of residency will be calculated based on Related Management Companies’ records of authorized tenancy (with the exception for infants described in paragraph 22(a)(2)). Treatment as an adult or minor is based on age attained while residing at Branford Manor during the Class Period.

- (ii) After deducting **Class Counsel Fees and expenses**, any **Opt-Out Refund**, and costs of administering the settlement), the balance shall be placed into an **Enhanced Payment Fund** to fund **Enhanced Payments** to Class Members as determined by the Special Masters as set forth in this Settlement Agreement; as well as additional costs of settlement administration

Notwithstanding the foregoing, the Settlement Consideration, but not Base Payments or counsel fees and expenses, shall be reduced by the aggregate amount of compensation paid to Class Members by or on behalf of Defendants between December 1, 2023 and the date of execution of this Settlement Agreement to settle claims for property damage allegedly caused by mold.

No part of the Settlement Consideration constitutes a fine or penalty under any law or a payment to settle any actual or potential liability for a fine or penalty under any law or a disgorgement of any wrongfully obtained or retained amount.

3. **Defendants' Payment Obligations to the Class and Class Counsel.** The Settlement Consideration shall constitute the sole and entire obligation of any kind of Defendants to make any payments to or for the benefit of the Class and/or Class Counsel in connection with the Settlement.

Sequence of Settlement Events

4. **Preliminary Approval Proceedings.** After execution of this Settlement Agreement, Class Counsel will submit the Settlement Agreement together with its Exhibits to the **Superior Court** and will apply for entry of a **Preliminary Approval Order** substantially in the form attached hereto as Exhibit D, requesting, *inter alia*:

- (a) Preliminary approval of the Settlement;
- (b) Approval of the **Notice** in the form attached hereto as Exhibit A;
- (c) Entry of a **Qualified Protective Order** in the form attached hereto as Exhibit E;
- (d) Establishment of (1) a deadline for delivery of Notice to Class Members; (2) the **Opt-Out or Objection Deadline**; (3) the **Base Payment Claim Form Deadline**; (4) the **Enhanced Payment Claim Form Deadline**; (5) the **Termination of Rights Deadline**; and (6) the date for the **Final Approval Hearing**.
- (e) Appointment of the **Settlement Administrator**;
- (f) Appointment of the **Special Masters**;
- (g) Appointment of the **Guardian Ad Litem** to make findings concerning the reasonableness of the Settlement with respect to the interests of **Minor, Incompetent, or Deceased Class Members**; and
- (h) Approval of the establishment of the **Trusts** pursuant to the **Trust Agreement** to protect the interests of **Trust Beneficiary Class Members**, and appointment of the **Trustee** of the **Trusts**.

5. **Lien Resolution.** Upon appointment of the Settlement Administrator and entry of the Qualified Protective Order, the Settlement Administrator shall promptly begin to perform its duties pursuant to this Settlement to resolve **Government Liens**.

6. **Claims.** Any Class Member who wishes to obtain any type of **Payment** available under this Settlement must submit to the Settlement Administrator either individually or through a parent, guardian, or representative acting on behalf of a Trust Beneficiary Class Member, the appropriate **Claim Form** for the type of Payment sought. The Claim Form must be submitted within the time and substantially in the manner specified in the Notice.

Notwithstanding any other provision of this Settlement Agreement to the contrary, Claim Forms erroneously sent to the Superior Court before the submission deadlines specified herein will be deemed timely and shall be considered by the Settlement Administrator as set forth in Paragraph 22 below. If it is brought to the attention of the Guardian ad Litem that a deceased class member does not have an executor or administrator, the Guardian ad Litem will request the Probate Court to appoint an administrator, and the time for submitting a Claim Form shall be tolled until the Court acts on the request. Class counsel may arrange to receive claim forms to forward to the Settlement Administrator on the Class Members' behalf, but class counsel shall have no responsibility or liability in connection with any claim that claim forms not timely submitted were delivered to class counsel.

7. **Objections.** Any Class Member who does not opt-out from the Class may object to the Settlement by submitting a written objection to the Superior Court prior to the **Opt-Out or Objection Deadline** in the manner and to the addressee specified in the Preliminary Approval Order. Class Members who object to the Settlement may appear and speak at the Final Approval Hearing, either individually through the Class Member appearing on her or his own behalf, or through counsel retained and compensated individually by the objecting Class Member.

8. **Opt-Outs.** Any Class Member who wishes to be excluded from the Settlement (to "**Opt-Out**") may do so by submitting an **Opt-Out Request** to the Claims Administrator in the manner prescribed in the Notice. No Opt-Out Request will be valid unless submitted on or before the Opt-Out or Objection Deadline. In the event that the Court approves the Settlement and the Settlement becomes Final, Class Members who failed to submit an Opt-Out Request, or who submitted an Opt-Out Request after the Opt-Out or Objection Deadline, will be bound by the terms of the Settlement, including the Releases of claims against Defendants that are set forth in this Settlement Agreement. The Claims Administrator will keep and maintain a list of all Class Members who timely opt-out from the Class, and will provide the final list of such Class Members to Class Counsel and Defendants no later than three business days after the Opt-Out or Objection Deadline and shall make a then-current list of Class Members who opt-out available to Class Counsel and Defendants on request at any time. Subject to any restrictions pursuant to Rule 4.2 of the Connecticut Rules of Professional Conduct concerning communications with persons known to be represented by counsel, at any time before the Opt-Out or Objection Deadline, Class Counsel or counsel for any Defendant may, but shall not be required to, contact any Class Member who is not known to be represented by counsel other than Class Counsel who submits an Opt-Out Request, for the purpose of explaining the consequences of requesting to Opt-Out of the Class to the Class Member. Any Opt-Out Request may be rescinded (a) at any time before the Opt-Out or Objection Deadline by written submission mailed, emailed, or delivered to the Claims Administrator; or (b) if rescinded after the Opt-Out or Objection Deadline, with the permission of the Court upon a written request to rescind that is submitted to the Court on or before the Base Payment Claim Form Deadline. Any Class Member who timely submits an Opt-Out Request to the Claims Administrator which is not thereafter rescinded will not receive any payment of any kind from the Settlement and will not be eligible for any other benefits of the Settlement. The Parties make no representation of any kind concerning what rights, if any, will be retained by any Class Member who Opts-Out of the Settlement.

Further, while nothing in this Settlement Agreement is, or will be, intended to operate as a "restriction" on the right of any Class Counsel to practice law, or to violate any ethical requirements; if any Class Member disregards the recommendation of Class Counsel regarding acceptance of the Settlement, or for any other reason elects to Opt-Out, such Class Counsel shall, on or before the 30th day after the Effective Date of this Agreement, to the extent permitted by applicable ethical rules, take (or have taken, as the case may be) all necessary steps to disengage and withdraw from the representation of such Opt-Out Class Member in connection with any claims against any of the Released Parties and to forgo any interest in such Opt-Out Class Member's claim, including obtaining court approval where required.

9. **Proceedings for Benefit of Trust Beneficiary Class Members.**

(a) As soon as practicable, the Guardian ad Litem will make an independent determination on behalf of all Trust Beneficiary Class Members whether the Settlement, considered in the aggregate, is in the best interest of Trust Beneficiary Class Members and is fair, reasonable and adequate as to such Class Members. In making such determination, the Guardian ad Litem will not make individualized findings for any Trust Beneficiary Class Members whether the specific amounts that may be awarded to such Class Members under the Settlement, which include Base Payments plus any Enhanced Payments that may be awarded to each such class member by the Panel of Special Masters, are fair, reasonable, or adequate in light of facts and circumstances specific to such Class Members, but instead will evaluate whether the treatment of Trust Beneficiary Class Members under the Settlement (including, without limitation, (1) provisions for awarding Base Payments to such Class Members; (2) processes and procedures for presenting and resolving claims for Enhanced Payments that are submitted on their behalf; and (3) establishment of the Trusts described below for the benefit of Trust Beneficiary Class Members) provides fair, reasonable, and adequate consideration for the resolution and compromise of the Trust Beneficiary Class Members that were advanced in the Action.

(b) Promptly upon the conclusion of the determination required under Paragraph 9(a), the Guardian ad Litem will report her or his findings to the Superior Court. If such determination is that the Settlement is fair, reasonable and adequate as to Trust Beneficiary Class Members, the Guardian ad Litem will, on the same date as her or his report to the Superior Court, make an appropriate application to the Probate Court or Probate Courts that have jurisdiction over the Settlement to approve this Settlement and the procedures for obtaining awards contained herein. Such application shall request a hearing in the Probate Court on such application on a date no later than ten business days before the Final Approval Hearing.

(c) If the Probate Court schedules a hearing to approve the Settlement with respect to the interests of Trust Beneficiary Class Members, the Guardian ad Litem will submit her or his findings and recommendations to the Probate Court no later than ten business days prior to the date established for such hearing, or at such other time ordered by the Probate Court, together with a request for an order of the Probate Court

accepting such recommendations and approving a request on behalf of the Trust Beneficiary Class Members that the Superior Court approve the Settlement.

(d) The Parties may, if they so elect, make an application no later than ten days before the Final Approval Hearing requesting that that Superior Court and the Probate Court assent to conduct their respective hearings concerning approval of this Settlement pursuant to Paragraphs 9 and 10 of this Settlement Agreement jointly or concurrently. Whether or not such application is made, any proceedings before the Superior Court and Probate Court concerning the Settlement will proceed in whatever sequence and in whatever manner the Superior Court and Probate Court shall order.

(e) The Parties may move the Superior Court for a continuance of the Final Approval Hearing if necessary to allow the Probate Court to rule on the Guardian ad Litem's application.

(f) The Parties recognize that the provisions of this Paragraph 9 may be subject to change in consultation with the Superior Court, the appropriate Probate Court officials and the Chief Probate Court Administrator of the State of Connecticut, and, accordingly will, if necessary to accommodate requirements imposed by the Superior Court or the Probate Court, reasonably cooperate in good faith to amend this Settlement Agreement prior to submitting it to the Superior Court; provided, however, that nothing in this Paragraph 9(f) shall be construed to limit or abridge in any respect the right of any Party to exercise any of the termination rights set forth in Paragraph 26 of this Settlement Agreement.

10. **Final Approval Proceedings.** Following the expiration of the Opt-Out or Objection Deadline and the Termination of Rights Deadline (but before the Base Payment Claim Form Deadline), the Superior Court will hold the Final Approval Hearing. At the Final Approval Hearing, Class Counsel will request entry of an order granting final approval of this Settlement Agreement, substantially in the form of the **Proposed Final Order and Judgment** in the form attached hereto as Exhibit F.

11. **Effective Date.** The Effective Date of the Settlement shall be the first business day following: (a) entry of a final order of the Superior Court approving the Settlement substantially in the form of the Proposed Final Order and Judgment (the "**Court-Approved Final Order and Judgment**"); and (b) expiration of the period in which to appeal from the Court-Approved Final Order and Judgment without an appeal having been filed. In the event an appeal is filed, the Parties will cooperate in seeking to have any such appeal(s) resolved as promptly as possible, and the Effective Date shall become the first business day following the expiration of the time for further appellate review of any appellate order affirming the Court-Approved Final Order and Judgment.

12. **Settlement Funding Date.** The Settlement Funding Date shall be 10 days after the Effective Date.

13. **Base Payments.** As soon as practicable after the Settlement Funding Date, the Settlement Administrator will, in accordance with the procedures required under this

Settlement Agreement, pay Base Payments to Class Members who have completed and submitted Claim Forms in the manner specified in the Notice.

14. **Determination and Payment of Enhanced Payment Awards.** The Special Masters shall begin determining the **Enhanced Payment Awards** promptly after the Enhanced Payment Claim Form Deadline in accordance with the procedures described in Paragraph 22 of this Settlement Agreement.

15. **Payment of Class Counsel Fees.** The Settlement Administrator will pay the Class Counsel Fees to Embry, Neusner, Arscott, & Shafner, LLC and David Rosen & Associates, P.C., as Class Counsel, no later than 30 days after the Effective Date unless Embry, Neusner, Arscott, & Shafner and David Rosen & Associates, P.C., as Class Counsel and Defendants agree or the Superior Court, in its sole discretion, directs that payment be delayed in whole or in part.

Liens

16. **Role of Settlement Administrator.**

(a) The Parties have selected the Settlement Administrator to administer the process to identify and resolve potential **Liens** pertaining to obligations owed to **Governmental Payors** or Medicare Part C and D Program sponsors including, without limitation, amounts payable pursuant to Conn. Gen. Stat. § 18-85a, or amounts attributable to medical treatment or public assistance provided or funded by any governmental entity on behalf of a Class Member, but expressly excluding any Liens arising from any privately-funded health plan or insurance covering any care or treatment provided to Class Members (such Liens to be referred to collectively as “**Government Liens**”). The Settlement Administrator will determine from information provided directly to the Settlement Administrator, under the terms of the Qualified Protective Order, whether there is a potential repayment obligation related to this Settlement asserted against a Class Member; provided, however, that this obligation shall not extend to identifying potential Liens under Medicare Part C and D or Conn. Gen. Stat. § 18-85a, which potential Liens shall be identified by Class Members on any Claim Forms they submit in connection with the Settlement. Promptly upon appointment, the Settlement Administrator will satisfy, either globally or on an individual basis, any such Government Liens out of a Class Member’s award in advance of payment to that Class Member or, upon notice of a final lien total, hold funds equal to the amount of the Government Lien without distributing the held funds to the Class Member until the Government Lien has been satisfied or waived. Class Counsel may but are not required to assist or consult with the Settlement Administrator in connection with the resolution of liens. All costs and fees incurred to resolve Government Liens including, without limitation, fees and expenses charged by the Settlement Administrator to resolve Government Liens on behalf of Class Members (all such costs and expenses, by whomever incurred, to be referred to as the “**Lien Resolution Costs**”) shall be paid from the Settlement Fund.

(b) The Parties recognize that the procedures set forth in Paragraphs 16-19 are subject to change in consultation with the Settlement Administrator and/or any lien resolution vendors who may be engaged to administer such Paragraphs, and, accordingly, agree that they will reasonably cooperate in good faith to amend Paragraphs 16-19 at the request of the Settlement Administrator to the extent reasonably required to facilitate lien resolution activities; provided, however, that nothing in this Paragraph 18(b) shall be construed to require or permit amendment or modification of (1) the first sentence of Paragraph 18; (2) the prohibition in Paragraph 19 on the distribution to Class Members of any amounts that are subject to Liens as to which the Settlement Administrator has prior written notice; or (3) any other provision anywhere else in this Settlement Agreement outside of Paragraphs 16-19, nor may this Paragraph 16(b) be construed to limit or abridge in any respect the right of any Party to exercise any of the termination rights set forth in Paragraph 26 of this Settlement Agreement.

17. **Procedure for Government Lien Resolution and Reporting.**

(a) The Settlement Administrator may not disburse any Base Payments or Enhanced Payments to any Class Member who is subject to a Government Lien unless the Settlement Administrator has previously obtained documentation from any applicable Government Lien holders confirming that such Class Member's Government Liens have been resolved, either globally or otherwise, and whether through payment or otherwise. The Settlement Administrator will provide to Class Counsel or the Special Masters, upon request, information received for the purposes of verifying compliance and repayment satisfaction.

(b) The Settlement Administrator shall provide any information requested by the Defendants' insurers, in a form that is acceptable to the insurers, that they may need to comply with reporting obligations applicable to them under Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("**Section 111**"); and Conn. Gen. Stat. § 38a-318a ("**Section 38a-318**") including, without limitation, the names, addresses, and dates of birth of any Class Members who (1) are identified on a Base Payment Claim Form as being either (A) over 65 years of age; (B) a recipient of disability-related Medicare benefits; or (C) a recipient of Medicare benefits for treatment of end stage renal disease; or (2) are listed on an Enhanced Payment Claim Form as a Class Member seeking an Enhanced Payment under the Settlement. Defendants' insurers are authorized to disclose all Class Member information required under Section 111 and Section 38a-318 including, without limitation, reporting to the State of Connecticut the names and addresses of all Class Members who seek an Enhanced Payment under this Settlement.

(c) The Settlement Administrator will also satisfy Class Members' reporting obligations, if any, with respect to any Government Liens.

18. **Responsibility for Liens.** Although the Settlement Administrator will perform the tasks described in Paragraph 16 above, each Class Member will be solely responsible for

the satisfaction and discharge of all Lien obligations. These obligations include any potential notice obligation required by statute or otherwise when making a claim for and/or receiving compensation under this Settlement. Every Class Member who receives a Payment pursuant to this Settlement Agreement shall be obligated to defend, indemnify, and hold harmless Defendants and their insurers of and from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, losses, restitution, fines, costs, penalties, or expenses (including attorneys' fees) of any kind or nature whatsoever, arising from or in any way related to any Lien that is or may be asserted against any Payment made to such Class Member, or with respect to any obligations owed by such Class Members with respect to such Liens. Notwithstanding Class Members' sole responsibility to satisfy and discharge any Liens, the Settlement Administrator will perform the duties outlined herein upon authorization by the Superior Court.

The Settlement Administrator, through Class Counsel, will seek the Qualified Protective Order from the Superior Court authorizing the Settlement Administrator to receive and send information that is or may be protected under HIPAA to fulfill these duties described herein on behalf of Class Members.

19. **Procedure Upon Notice of Unknown or Unresolved Third-Party Liens.** If, prior to the disbursement to Class Members of any amounts due under the Settlement, the Settlement Administrator receives written notice of any third-party Lien asserted against a Class Member by any governmental or private Lien holder of any kind that has not been the subject of Government Lien resolution activities pursuant to Paragraph 17, the Settlement Administrator will, pending the resolution of such Lien, retain in the Settlement Fund the lesser of the amount of the Lien or the amount due to be paid to that Class Member. The Settlement Administrator will not be obligated to verify or contest the validity of any written Lien notice before retaining amounts specified in this Paragraph 19 in the Settlement Fund. The Settlement Administrator may only disburse any amounts retained in the Settlement Fund pursuant to this Paragraph 19 upon receipt of any of (a) a final court order resolving the claim of the Lien holder and ordering the disposition of amounts held in the Settlement Fund subject to that Lien; (b) a written statement or notice, executed by the Lien holder, releasing or relinquishing the Lien; or (c) a written agreement executed by or on behalf of the Lien holder and the Class Member who is subject to the Lien specifying how and to whom the withheld amounts must be disbursed.

Notice Program

20. **Delivery of Notice.** No later than 10 days after entry of the Preliminary Approval Order (unless extended by the Superior Court by petition of the Settlement Administrator), Defendants will furnish all information reasonably available to them to assist in the identification of all Class Members for whom Defendants have current or past contact information. No later than 14 days after entry of the Preliminary Approval Order, unless the Settlement Administrator informs the Court that additional time is required, in which case the Court may extend the time period, the Settlement Administrator shall begin to cause copies of the Notice and Claim Forms to be delivered to the Class in accordance with the Notice Program Summary attached as Exhibit C. Class Counsel will reasonably cooperate with the

Settlement Administrator's attempts to provide Class Members copies of the Notice and any other notices issued pursuant to the terms of this Settlement Agreement and will notify the Settlement Administrator whenever they become aware that receipt has been accomplished or confirmed, but Class Counsel's efforts are purely for the assistance and convenience of the Settlement Administrator, and Class Counsel shall have no duty to search for any Class Members.

Claims Process and Special Masters

21. **Claims Administration.**

(a) The Settlement Administrator will receive and process all Base Payment Claim Forms and distribute the Base Payment Awards described in this Settlement Agreement and will receive all Enhanced Payment Claim Forms and forward them to the Special Masters for processing. Once Enhanced Payment Awards have been determined by the Special Masters, the Settlement Administrator will distribute the Enhanced Payment awards as provided in this Settlement Agreement.

(b) The Parties recognize that the claims administration procedures set forth in Paragraphs 21-25 are subject to change in consultation with the Settlement Administrator and, accordingly, agree that they will reasonably cooperate in good faith to amend Paragraphs 21-25 at the request of the Settlement Administrator to the extent reasonably required to facilitate claims administration activities; provided, however, that nothing in this Paragraph 21(b) shall be construed to require or permit amendment or modification of (1) the provisions in Paragraph 22(a) specifying the documentation required to establish that an individual submitting a Claim Form is a Class Member; (2) the entitlement of all Class Members to receive a Base Payment as specified in Paragraph 22(b); (3) any provisions in Paragraph 23; or (4) any other provision anywhere else in this Settlement Agreement outside of Paragraphs 21-25, nor may this Paragraph 21(b) be construed to limit or abridge in any respect the right of any Party to exercise any of the termination rights set forth in Paragraph 26 of this Settlement Agreement.

22. **Claims Process.** The Claims Process will distribute Payments to Class Members or the Trustee on behalf of the Trust Beneficiary Class Members to settle and resolve claims for Injuries that Class Members allege they sustained at any time during the Class Period. The Settlement Administrator will be responsible for overseeing and distributing Base Payments as soon as practicable after the Settlement Funding Date. The Special Masters will be responsible for determining the scores that will be the basis for the Enhanced Payment Awards. After the completion of the Special Masters' evaluation of requests for Enhanced Payments, the Settlement Administrator will disburse Enhanced Payments from the Enhanced Payment Fund to such Class Members or the Trustee and in such ratios as are finally determined by the Special Masters. Defendants will have no direct role in determining individual awards. More specifically, the determination and disbursement of Payments to Class Members or the Trustee on behalf of Class Members shall be as follows:

- (a) Every Class Member who does not Opt-Out of the Settlement is eligible to receive a Base Payment and, in addition, to make an Enhanced Payment claim. In order to receive any Payment under this Settlement, a Class Member must submit a Base Payment Claim Form or document accepted by the Settlement Administrator in its sole discretion as substantially equivalent, to the Settlement Administrator before the Base Payment Claim Form Deadline (except that late Base Payment Claim forms may be accepted in accordance with Paragraph **Error! Reference source not found.** below), and in addition the Settlement Administrator must determine in its reasonable judgment that the individual satisfies at least one of the following criteria (each Class Member who is determined to satisfy those criteria to be a “**Base Payment Eligible Class Member**”):
- (1) The individual is on the **Identified Tenant List**, meaning that the individual lived at BRANFORD MANOR during the Class Period and was listed as a resident of BRANFORD MANOR on a Form HUD-50059 applicable to a time during the Class Period (each such form to be a “**HUD Form**”) or in the records maintained by Related Management Company (“**Management Records**”) during the Class Period;
 - (2) The individual was born during the Class Period and (i) is the child or dependent of any Class Member who satisfies the requirements of Paragraph 22(a)(1), and (ii) from and after her or his date of birth, lived at BRANFORD MANOR with a Class Member, whether or not that child was thereafter listed on a HUD Form or Management Records; and
 - (3) Promptly after the Settlement Funding Date, the Settlement Administrator will deliver to each Base Payment Eligible Class Member who submits a Claim Form or, if applicable, to the Trustee, a Base Payment distribution (“**Base Payment Distribution**”) in a manner to be determined by the Settlement Administrator; provided, however, that any Base Payment Distribution shall be subject to the provisions of this Settlement Agreement regarding (i) Probate Court approval, (ii) Lien verification and resolution, and (iii) disbursement of Payments to Trust Beneficiary Class Members pursuant to Paragraph 25(c) below.
- (b) Each Base Payment Eligible Class Member may also elect to request an Enhanced Payment by submitting an Enhanced Payment Claim Form before the Enhanced Payment Claim Form Deadline. Each Base Payment Eligible Class Member will have the option to submit an Enhanced Payment Claim Form documenting a claimed entitlement to receive an

Enhanced Payment based on the Base Payment Eligible Class Member's allegation that she or he has sustained uncompensated substantial property damage or significant personal injury or bodily injury (including, without limitation, injury, illness, pain, suffering, emotional distress, and anxiety) claimed to be associated with conditions at Branford Manor during the Class Period. Each Enhanced Payment Claim Form submitted by a Base Payment Eligible Class Member must identify the nature of the Injuries allegedly suffered by the Base Payment Eligible Class Member and should provide the then-available documentation for those alleged Injuries. The Settlement Administrator will help Base Payment Eligible Class Members obtain medical and other contemporaneous records by providing appropriate request forms on request and may, upon demonstrated need, pay statutory fees on behalf of Class Members to obtain medical reports. Claimants may request an interview with the Special Masters on the Enhanced Payment Claim Form.

- (c) Each Enhanced Payment Claim Form will be reviewed by the Special Masters in such manner as they select. Each Class Member claiming Enhanced Payments may submit additional material when and as allowed by the Special Masters, and the Special Masters may make requests for additional information or documents beyond that submitted with an Enhanced Payment Claim Form to support an Enhanced Payment Claim. If, in the opinion of the Special Masters, the Class Member is entitled to an Enhanced Payment, the Special Masters will assess the severity of the Class Member's alleged or claimed Injuries on a 15-point scale. The Special Masters will base their assessment solely on the severity of injuries and not on medical treatment or expenses, although medical records may be examined for evidence of the severity of injury. The method for the Special Masters to assess severity is set forth in Exhibit B to this Settlement Agreement. Failure to submit documentation to support a claim as to the existence or severity of claimed injuries may affect the Special Masters' determination, but documentation is not required. Class Members who seek the assistance of the Settlement Administrator to retrieve medical records to support their claim will be required to provide to the Settlement Administrator a **HIPAA Authorization** that authorizes such retrieval. The HIPAA Authorization form will be delivered to Class Members with the Notice and will be substantially in the form included in Exhibit A hereto. One or more Special Masters will interview each applicant for an Enhanced Payment who requests such an interview, but failure to request an interview will not prejudice the Class Member's claim.
- (d) No later than five business days after the Special Masters have completed all their assessments, the Settlement Administrator will mail or email written notice of each Class Member's assessment to the Class Members who have applied for enhanced awards. The notice will disclose to Class Members (1) the Special Masters' severity assessment for the Class Member on the scale of 1-15 or report that their demonstrated Injuries were

determined not to warrant an enhanced payment; and (2) that they have the right to request that the Special Masters reconsider, for any reason, the Special Masters' assessment. The Special Masters may but are not required to include a brief explanation of their assessment. The notice will inform Class Members how to request reconsideration by telephone, email, or mail. A request for reconsideration must be made within ten days of the Class Member's receipt of the notice of the Special Masters' assessment. The Special Masters will decide the appeal based on all the material and information the Class Member has provided. The Special Masters may identify and limit the type of material and information to be provided. The Special Masters' ultimate determination is final and cannot be appealed.

- (e) After the Special Masters determine that they have obtained all information they determine is necessary and appropriate to make final Enhanced Payment determinations, the Special Masters will file a report with the Settlement Administrator with the final assessments, expressed for each Class Member on a 15-point scale or stating that the Class Member has not demonstrated an entitlement to an Enhanced Payment. The Special Masters may but are not required to make a written statement explaining the bases of their final decisions. Ten business days after receipt of the Special Masters' final assessment (the "**Enhanced Payment Distribution Date**"), the Settlement Administrator will be authorized to disburse amounts then on deposit in the Enhanced Payment Fund to Class Members in accordance with the Special Masters' assessments, subject to the requirements for Lien verification and resolution in Paragraphs 16-19 and the procedures for resolving claims of Trust Beneficiary Class Members' claims in Paragraph 25, leaving no undistributed residue. If the Settlement Administrator determines in consultation with the Special Masters and Class Counsel that additional funds are needed to pay all excess administration costs, any such additional funds will be deducted from the Enhanced Payment Fund before the payment amounts from the Fund are computed.
- (f) No person will have any claim against Named Plaintiffs, Class Counsel, the Special Masters, the Settlement Administrator, or Defendants or their counsel, from or relating to determinations or distributions made substantially in accordance with this Settlement and any further orders of the Probate Court or Superior Court. Class Counsel may provide assistance to Class Members in completing and submitting Claim Forms insofar as that assistance is made available to any Class Member who requests it.

23. **Uncashed Checks.** Should any checks issued to Class Members for any Payments required under this Settlement Agreement remain uncashed more than 90 days after having been issued, the Settlement Administrator will promptly inform Class Counsel, who will then promptly apply to the Court for an order to approve disposal of the unclaimed amounts to or for the benefit of Class Members.

24. **Late Claims.** The Parties recognize that in class action settlements, despite best efforts, late claims may be filed. The Special Masters, during the period where timely claims are being evaluated, may, for good cause, allow a late claim for Enhanced Payments; provided, however, that no late claims may be accepted at any time after the Special Masters have determined the scores, before reconsideration, for Enhanced Payments.

25. **Claims of Trust Beneficiary Class Members.**

- (a) The Settlement Administrator shall not disburse any Payments to or for the benefit of any Trust Beneficiary Class Member in violation of Conn. Gen. Stat. §§ 45a-151, 45a-233 *et. seq.*, 45a-631 *et seq.* and 45a-655. Except as ordered by the Superior Court or the Probate Court, the Settlement Administrator shall reject as invalid any Base Payment Claim Form or Enhanced Payment Claim Form submitted on behalf of a Trust Beneficiary Class Member that lacks written verification that the person submitting the claim is, as applicable (1) the parent or authorized guardian of a Minor Class Member; (2) the duly-appointed conservator of an **Incapable Class Member**; or (3) the executor or administrator of the estate of a **Deceased Class Member**. Unless otherwise ordered by the Superior Court or the Probate Court, the signed verification of a purported parent, guardian, conservator, executor, or administrator (as applicable), on a Base Payment Claim Form or Enhanced Payment Claim Form or otherwise, shall be sufficient verification of their authority to submit the Claim Form or other supporting documentation on behalf of any Trust Beneficiary Class Member. If it is brought to the attention of the Guardian ad Litem that a deceased class member does not have an executor or administrator, the Guardian ad Litem will request the Probate Court to appoint an administrator, and the time for submitting a Claim Form shall be tolled until the Court acts on the request.
- (b) Upon final determination of the Basic or Enhanced Payments due to a Trust Beneficiary Class Member, the total amount of that Payment shall be immediately disbursed through the Settlement Administrator to the Trustee, to be administered as set forth in the Trust Agreement, subject to the requirements for Lien verification and resolution pursuant to Paragraphs 16-19 above. When making Payments into the Trust under this Sub-Paragraph 25(b), the Settlement Administrator will provide a written record to the Trustee of the amounts and recipients of all Payments then made, specifying for each recipient whether the payment is being made to them as a Minor Class Member, an Incapable Class Member, or a Deceased Class Member. The written record accompanying the Final Base Payment Distributions paid into the Trust will also itemize for each Trust Beneficiary Class Member the total amount of all Payments made into the Trust under this Settlement.

- (c) The following provisions govern the Settlement Administrator's obligations upon final determination of all Basic or Enhanced Payments due to a Minor Class Member under the Settlement:
- (1) In the event that a final determination of Basic or Enhanced Payment has occurred and the amount of basic or enhanced Payment due to a Minor Class Member is \$10,000 or less, the Settlement Administrator shall immediately disburse such amount directly to such Minor Class Member's parent or guardian (as applicable), subject to the requirements for Lien verification and resolution pursuant to Paragraphs 16-19 above.
 - (2) In the event that a final determination of Basic or Enhanced Payments has occurred and the Basic or Enhanced Payment due to a Minor Class Member is greater than \$10,000, the Settlement Administrator shall make payment to the Trustee.

Termination of the Settlement

26. **Termination of the Settlement.**

(a) Named Plaintiffs or any Defendant may terminate the Settlement and this Settlement Agreement by providing written notice of their election to do so ("**Termination Notice**") to all other Parties within ten days of the occurrence of any of the following:

- (1) The refusal of the Superior Court to enter the Preliminary Approval Order in any material respect;
- (2) The refusal of the Superior Court to approve this Settlement Agreement or any material part of it;
- (3) The entry of an order pursuant to Paragraph 20 of this Settlement Agreement obligating Defendants to pay amounts to Class Counsel in excess of the maximum amount of Class Counsel Fees and Expenses notwithstanding Class Counsel's request in accordance with Paragraph 15 of this Settlement Agreement, unless the increased amounts are diverted from the Enhanced Payment Fund to fund Class Counsel Fees;
- (4) The refusal of the Probate Court to approve in any material respect the Settlement as it pertains to or affects the interests of Trust Beneficiary Class Members;
- (5) The refusal of the Court to enter the Proposed Final Order and Judgment in any material respect; or

(6) The modification or reversal of the Court-Approved Final Order and Judgment in any material respect by the Connecticut Appellate Court or Supreme Court (other than any adjustment to Class Counsel Fees and Expenses that might be ordered by the Appellate Court or Supreme Court).

(b) The Defendants may terminate the Settlement by providing a Termination Notice to all other Parties within ten business days after the Defendants receive notice from the Settlement Administrator that forty-two (42) or more individual Class Members have timely requested exclusion from the Class pursuant to Practice Book § 9-9(a)(2)(B)(v) and Paragraph 8 of this Settlement Agreement (“**Opt-Out Termination Right**”).

(c) Regardless of whether the Defendants exercise their Opt-Out Termination Right, Defendants shall be entitled to a refund of the Settlement Consideration equal to the product of \$9,000 multiplied by the number of Class Members in excess of 8 who timely Opt-Out of the Settlement (the “**Opt-Out Refund**”). The Opt-Out Refund shall be paid from the Enhanced Payment Fund no later than five days prior to the Enhanced Payment Distribution Date.

27. **Effect of Termination.** In the event the Settlement is terminated, the Parties shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Settlement Agreement and any related orders had not been entered.

Class Counsel Fees and Expenses

28. **Application for Class Counsel Fees and Expenses.** At the time of the Motion for Preliminary Approval, Class Counsel will apply to the Court for an award of Class Counsel Fees and expenses in the amount of and not to exceed \$2,695,000. Class Counsel may supplement their application solely in order to provide further information, without increasing the amount requested, at any time set by the Court prior to the Court-Approved Final Order and Judgment. Defendants will not comment upon a request that complies with the requirements of this Paragraph of the Settlement Agreement. The Court-Approved Final Order and Judgment shall specify the total amount, if any, to be awarded to Class Counsel for Class Counsel Fees and expenses. The Parties agree not to seek appellate review of the award of Class Counsel Fees and expenses specified in the Court-Approved Final Order and Judgment.

29. **Limitation on Defendants’ Obligation to Pay Class Counsel Fees and Expenses.** To the extent that the Court-Approved Final Order and Judgment awards Class Counsel Fees and expenses in amounts that are less than the requests of Class Counsel set forth in Paragraph 28 of this Settlement Agreement, neither the Class, nor Defendants, nor any of the Released Parties shall have any obligation or liability to compensate Class Counsel or Plaintiffs for the amount by which the amount(s) requested exceed the amount(s) awarded by

the Court.

Release and Compromise of Disputed Claims

30. **Release of Settled Claims.** Upon fulfillment by Defendants of their obligations under this Settlement Agreement, Named Plaintiffs, and all Class Members who do not timely submit an Opt-Out Request pursuant to Paragraph 8 of this Settlement Agreements or otherwise obtain exclusion from the Class pursuant to Practice Book § 9-9(c)(4) (all Class Members who do not Opt-Out or obtain exclusion, including the Named Plaintiffs, to be the “**Bound Class Members**”), shall be deemed to have released and discharged the **Released Parties** of and from **Settled Claims** and shall forever be enjoined from prosecuting any Settled Claims against any of the Released Parties. The Bound Class Members and Defendants consent to the jurisdiction of the Connecticut Superior Court for purposes of enforcing such injunction. As used in this Paragraph, the terms Bound Class Members and Defendants shall include the past or present respective executors, administrators, personal representatives, agents, heirs, beneficiaries, legatees, attorneys and all persons acting for Bound Class Members and Defendants.

31. **Acknowledgement of Effect of Release of Settled Claims.** With respect to the claims released in this Settlement Agreement, Defendants, Named Plaintiffs, and all Bound Class Members agree that they are expressly waiving and relinquishing to the fullest extent permitted by law:

(a) The provisions rights and benefits conferred by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

and

(b) Any law of any state of the United States, federal law or principle of common law which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

32. **Scope of Settlement.** The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition of the Action and any and all Settled Claims as against all Parties to this Settlement Agreement and all Bound Class Members.

33. **Effect of Settlement as to Bound Class Members’ Claims and Liabilities.**

(a) On the Effective Date, this Settlement shall be deemed final and

conclusive against all Bound Class Members and Defendants. Whether or not a Bound Class Member submits a Settlement Claim or has a Class Member Payment Amount paid on his or her behalf, each Bound Class Member shall be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for herein. The Settlement shall remain final and conclusive against all Class Members and all Defendants regardless of any changes to the allocation of payments to Class Members made by the Court-Approved Final Order and Judgment.

(b) The failure of any Bound Class Member to claim or obtain any Payment made available under this Settlement Agreement shall not affect the validity, scope, or enforcement of the releases herein, and all Bound Class Members shall remain bound by said releases whether or not they submit a Claim pursuant to Paragraph 6 of this Settlement Agreement or are awarded an Enhanced Payment in the amount sought. As to any Bound Class Member who otherwise would be entitled to submit a Claim under this Settlement Agreement and who for any reason fails to submit a timely Claim, all rights of such Bound Class Member to receive a cash distribution in this Action or under this Settlement Agreement shall lapse and shall be deemed voluntarily, irrevocably, and permanently waived and forfeited. Defendants shall not be required to remit any additional consideration to any Bound Class Members following or on account of such forfeiture by any Bound Class Member.

(c) All Bound Class Members will be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, participating in as Class Members or otherwise, or receiving any benefits or other relief from any other lawsuit in any state, territorial or federal court, or any arbitration or administrative or regulatory or other proceeding in any jurisdiction, which asserts claims based on or in any way related to the Settled Claims, and the Court shall retain exclusive continuing jurisdiction to enforce said injunction.

(d) Named Plaintiffs and Defendants hereby expressly agree that all provisions of this Paragraph, together and separately, constitute essential terms of this Settlement Agreement.

Miscellaneous Provisions

34. **No Admission of Wrongdoing.** This Settlement, whether or not consummated, and any proceedings taken pursuant to it:

(a) Shall not be offered or received against Defendants as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any fact alleged by Named Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action in any litigation, or of any liability, negligence, fault, or

wrongdoing of Defendants;

(b) Shall not be offered or received against Defendants as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendants;

(c) Shall not be offered or received against Defendants as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against Defendants, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement; provided, however, that if this Settlement is approved by the Court, Defendants may refer to it to effectuate the liability protection granted them hereunder;

(d) Shall not be offered or received against Defendants as evidence establishing that conditions alleged to exist at BRANFORD MANOR caused injury to Class Members, or that the alleged presence of mold in any apartment at BRANFORD MANOR or a Class Members' purported exposure to mold alleged to be present in BRANFORD MANOR are sufficient to establish causation of medical conditions that Class Members claim to have suffered at any time after the beginning of the Class Period;

(e) Shall not be offered or received against Defendants as evidence of a presumption, concession or admission that the Class is appropriately certified for trial;

(f) Shall not be construed against Defendants as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(g) Shall not be construed as or received in evidence as an admission, concession or presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or that any defense asserted by Defendants has any merit, or that damages recoverable under the Complaint would not have exceeded the Settlement Consideration.

This Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendants with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted. The provision in the Settlement Agreement for procedures to determine Class Members' entitlement to Enhanced Class Member Payments represents a compromise of disputed issues of duty, breach, causation, and injury, and are not and may not be construed to be admissions by Defendants that any alleged mold conditions (i) were present in Class Members' apartments; (ii) were caused by any wrongdoing by Defendants; or (iii) caused or resulted in Class Members' alleged injuries. The Parties to this Settlement Agreement recognize that the Action has been filed by Plaintiffs and defended by Defendants

in good faith and with adequate basis in fact under Practice Book § 4-2(b), that the Action is being voluntarily settled after advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable. This Settlement Agreement shall not be construed or deemed to be a concession by any Plaintiff of any infirmity in the claims asserted in the Action.

35. **Non-Disparagement.** The Parties and, insofar as is consistent with Rule 5.6 of the Connecticut Rules of Professional Conduct, Class Counsel and Defendants' counsel, agree that they will not publish or utter in any print, audio, video, online, or any other media (including social media) any statements that accuse any Party of wrongdoing or disparage the competency, qualifications, character, honesty, business reputation, trustworthiness, or integrity of any Party.

36. **Joint Media Advisory.** The Parties have agreed to the joint media advisory attached hereto as Exhibit G.

37. **Exhibits Incorporated by Reference.** All of the exhibits attached to this Settlement Agreement are hereby incorporated by reference as though fully set forth herein.

38. **Authorization.** Each Party represents and warrants that execution and delivery of this Settlement Agreement have been duly authorized by all necessary actions and that the execution and delivery of this Settlement Agreement constitutes a legal, valid and binding obligation of that Party. The persons signing this Settlement Agreement represent and warrant by their signatures that they have authority to sign the Settlement Agreement on behalf of the Party for whom they are signing.

39. **Parties Bound.** This Settlement Agreement shall be binding upon and inure to the benefit of (i) Defendants and their respective present and former officers, directors and employees, shareholders, members any parent, subsidiary or affiliate corporations or limited liability companies of Defendants and (ii) the Class Members, and their respective heirs, administrators, executors, conservators, successors and assigns.

40. **Representation by Counsel.** Each Party has been represented in the negotiation of this Settlement Agreement by independent counsel and has had the Settlement Agreement fully explained by its own counsel and are aware that the Settlement set forth in the Settlement Agreement (a) provides for payment of Settlement Consideration to and on behalf of the Class only as set forth in this Settlement Agreement; and (b) will terminate any and all rights of Named Plaintiffs and the Bound Class Members to pursue the Settled Claims.

41. **No Reliance; Independent Investigation.** Each Party in entering into this Settlement Agreement relies upon its own investigation and judgment in regard to all matters herein contained and has not relied on any representations made by other Parties. This Settlement Agreement is made and entered into by each of the Parties of its own volition and each of the Parties warrants that this Settlement Agreement was made and entered into free of any duress, coercion, or undue influence from any source whatsoever.

42. **Jointly Drafted.** Each Party has participated in the drafting and negotiation of

this Settlement Agreement. For all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the Parties. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Settlement Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Settlement Agreement shall be interpreted in a reasonable manner so as to effectuate the intent of the Parties, and no rule of strict construction shall be applied against any Party to this Settlement Agreement.

43. **Entire Agreement; Amendments; Construction With Other Agreements.** This Settlement Agreement constitutes the only existing and binding agreement between the Parties concerning the Settlement and supersedes any prior oral or written agreements concerning the Settlement including, without limitation, the Initial Settlement Agreement. The Parties acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the Parties have relied in entering into this Settlement Agreement, unless expressly set forth herein. This Settlement Agreement, including the provisions of this Paragraph, may not be modified, amended or altered in any way except by written agreement signed by each of the Parties.

44. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any of the Parties may execute this Settlement Agreement by signing any such counterpart.

45. **Effect of Headings.** The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

46. **Settlement Subject to Judicial Supervision and Approval.** The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of Class Counsel Fees and Expenses, and enforcing the terms of this Settlement Agreement.

47. **Non-Waiver.** The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

48. **Governing Law.** The construction, interpretation, operation, effect and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of Connecticut without regard to conflicts of laws, except to the extent that federal law requires that federal law governs.


49. **Cooperation.** Plaintiffs' Counsel, Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of (a) the Preliminary Approval Order, (b) the Settlement Agreement and the Settlement, and (c) any amendments to the Settlement Agreement contemplated by and entered into pursuant to Paragraphs 9(f), 16(b), and 21(b) of this Settlement Agreement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain Final approval of the Settlement.

Stipulated and agreed to this 23rd day of February, 2024.

PLAINTIFFS LATASHA HARRIS, ET AL.

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APPENDIX 1

DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the following meanings:

“**Action**” has the meaning set forth in the introductory Paragraph of this Settlement Agreement.

“**Base Payment**” means a distribution from the Base Payment Fund, which every Class Member is entitled to claim under the Settlement.

“**Base Payment Amount**” has the meaning set forth in Paragraph 2(i) of this Settlement Agreement.

“**Base Payment Claim Form**” means a Superior Court-approved form for the purpose of allowing a Class Member to seek a Base Payment under the Settlement in substantially the form incorporated into the Notice hereto as Exhibit A.

“**Base Payment Claim Form Deadline**” means the deadline for Class Members to submit Base Payment Claim Forms to the Settlement Administrator set forth in the Preliminary Approval Order to be entered by the Superior Court.

“**Base Payment Eligible Class Member**” has the meaning set forth in Paragraph 22(a) of this Settlement Agreement.

“**Base Payment Formula**” has the meaning set forth in Paragraph 2(i) of this Settlement Agreement.

“**Base Payment Fund**” has the meaning set forth in Paragraph 2(i)(a) of this Settlement Agreement.

“**Bound Class Members**” has the meaning set forth in Paragraph 30 of this Settlement Agreement.

“**Claim**” means a claim for a Base Payment or an Enhanced Payment.

“**Claim Form**” means either a Base Payment Claim Form or an Enhanced Payment Claim Form.

“**Class**” has the meaning set forth in the sixth paragraph of the Recitals.

“**Class Counsel**” means David Rosen & Associates, P.C., and its attorneys, David N. Rosen and Kalind Parish; and Embry Neusner Arscott & Shafner, LLC, and its attorney, Amity L. Arscott.

“**Class Counsel Fees**” means the reasonable legal fees and expenses of Class Counsel, to be determined and awarded by the Court pursuant to this Settlement Agreement, for both the prosecution of this Action and for work by the attorneys in connection with the administration of this Agreement.

“**Class Member**” has the meaning set forth in the sixth paragraph of the Recitals.

“**Class Period**” has the meaning set forth in the third paragraph of the Recitals.

“**Complaint**” has the meaning set forth in the second paragraph of the Recitals to this Settlement Agreement.

“**Court-Approved Final Order and Judgment**” has the meaning set forth in Paragraph 11 of this Settlement Agreement.

“**Branford Manor**” has the meaning set forth in the first paragraph of the Recitals to this Settlement Agreement.

“**Deceased Class Member**” means any Class Member who is deceased on the date on which any Base Payment or Enhanced Payment under this Settlement is due to be distributed to or on behalf of that Class Member.

“**Defendants**” has the meaning set forth in the second Paragraph of the Recitals to this Settlement Agreement.

“**Effective Date**” has the meaning set forth in Paragraph 11 of this Settlement Agreement.

“**Enhanced Payment Award**” means the final determination by the Settlement Administrator based on the final ratings assessed by the Special Masters pursuant to Paragraph 22 of this Settlement Agreement that a Class Member is entitled to receive a distribution in a specified amount from the Enhanced Payment Fund.

“**Enhanced Payment**” means a distribution to be made from the Enhanced Payment Fund to a Class Member.

“**Enhanced Payment Claim Form**” means a Superior Court-approved form for the purpose of allowing a Class Member to seek an Enhanced Payment under the Settlement in substantially the form attached hereto as Exhibit B.

“**Enhanced Payment Claim Form Deadline**” means the deadline for Class Members to submit Enhanced Payment Claim Forms to the Settlement Administrator set forth in the Preliminary Approval Order to be entered by the Superior Court.

“**Enhanced Payment Distribution Date**” has the meaning set forth in Paragraph

22(e) of this Settlement Agreement.

“**Enhanced Payment Fund**” has the meaning set forth in Paragraph 2(ii) of this Settlement Agreement.

“**Final Approval Hearing**” means a hearing on a date certain at which the Superior Court will be asked to enter an order approving the Settlement in the form of the Proposed Final Judgment Order and Judgment.

“**Government Lien**” has the meaning set forth in Paragraph 17 of this Settlement Agreement.

“**Governmental Payor**” means any department, agency, or instrumentality of (1) the United States; (2) any State (including, without limitation, the State of Connecticut); or (3) any county, municipality, or political subdivision of any State, that has made payments to or on behalf of any Class Member in connection with any public health or welfare benefit program.

“**Guardian ad Litem**” means an individual appointed to represent the interests of Minor, Incompetent, or Deceased Class Members, as set forth more fully in Paragraph 9 of the Settlement Agreement.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996.

“**HIPAA Authorization**” means an authorization form satisfying the requirements set forth in the HIPAA Privacy Rule, 45 CFR Part 164.

“**HUD**” means the United States Department of Housing and Urban Development.

“**HUD Form**” has the meaning set forth in Paragraph 22(a)(1) of this Settlement Agreement.

“**Incompetent Class Member**” means any Class Member for whom a conservator has been appointed because such Class Member, by reason of age or infirmity, lacks capacity to represent her or his own legal or financial interests.

“**Identified Tenant List**” means a list of Class Members who satisfy the requirements of Paragraph 22(a)(1), which list will state the Years of Residency Qualified Tenancy Years applicable to each listed Class Member.

“**Injuries**” has the meaning set forth in the third paragraph of the Recitals to this Settlement Agreement and is intended to bring within its scope all “injuries and damages” alleged in the Complaint.

“**Initial Settlement Agreement**” has the meaning set forth in the final paragraph of the Recitals to this Settlement Agreement.

“Lease Signatory Tenants” means individuals who signed a HUD Form in their capacity as the named lease holder tenant of a unit at BRANFORD MANOR during the Class Period.

“Lien” means (1) any Governmental Lien; or (2) any private mortgage, reimbursement claim, pledge, charge, security interest, judgment, execution, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Claim Award, or some portion thereof, to a Class Member under applicable federal or state law.

“Lien Resolution Costs” has the meaning set forth in Paragraph 16 of this Settlement Agreement and shall be paid from the Base Payment Fund, and if it is exhausted, the Enhanced Payment Fund.

“Minor Class Member” means any Class Member who will be under eighteen years of age on the date on which any Base Payment or Enhanced Payment under this Settlement is due to be distributed to or on behalf of that Class Member.

“Minor, Incompetent, or Deceased Class Member” means any Minor Class Member, Incompetent Class Member, or Deceased Class Member.

“Named Plaintiffs” has the meaning set forth in the first paragraph of the Recitals to this Settlement Agreement.

“Notice” means a Superior Court-approved notice to the Class pursuant to Practice Book § 9-9(a)(2)(B), in substantially the form attached hereto as Exhibit A.

“Opt-Out” means a Class Member’s exercise, as provided in Paragraph 8 of this Settlement Agreement, of her or his right under Practice Book § 9-9(a)(2)(B)(v) to be excluded from the Class.

“Opt-Out or Objection Deadline” shall mean the deadline for submitting, in the manner provided by the Preliminary Approval Order, a notice to the Claims Administrator that a Class Member is opting out of this Settlement Agreement or an objection to the Settlement to the Court.

“Opt-Out Refund” has the meaning set forth in Paragraph 26(c) of this Settlement Agreement.

“Opt-Out Request” shall mean a written request to opt-out of the settlement as described in the Notice.

“Parties” has the meaning set forth in the second Whereas clause of this Settlement Agreement.

“**Party**” has the meaning set forth in the second Whereas clause of this Settlement Agreement.

“**Payment**” means a Base Payment or an Enhanced Payment.

“**Preliminary Approval Order**” means an order to be entered by the Superior Court in substantially the form attached hereto as Exhibit D for purposes of addressing the items set forth in Paragraph 4 of the Settlement Agreement.

“**Proposed Final Order and Judgment**” means the proposed order in the form attached hereto as Exhibit F.

“**Qualified Protective Order**” means a Superior Court-approved order, in substantially the form attached hereto as Exhibit E, which will be entered in accordance with the requirements of HIPAA, in order to permit the Settlement Administrator to receive and access protected health information of Class Members for purposes of facilitating resolution of their Governmental Liens.

“**Released Parties**” means Defendants, Class Counsel, Defendants’ counsel, and Defendants’ past and present members, shareholders, principals, parent corporations, affiliates (including, without limitation The Related Companies, L.P. and Related Management Company, L.P.) and their respective employees, officers, directors, members, partners, contractors and consultants and all persons acting for, by or through any of the foregoing, past or present in respect of Branford Manor and the Defendant’s insurers, including, without limitation, Chubb.

“**Section 38a-318**” has the meaning set forth in Paragraph 17(b) of this Settlement Agreement.

“**Section 111**” has the meaning set forth in Paragraph 17(b) of this Settlement Agreement.

“**Settled Claims**” means any and all claims in law or in equity arising from or in any way related to the Class Members’ occupancy of apartments at Branford Manor, or presence at Branford Manor (including presence on the public areas of Branford Manor) including, without limitation, claims for personal injury, bodily injury, diminution of rental value, interference with tenancy rights, economic loss, property damage, injunctive or declaratory relief including those claims asserted or which could have been asserted in the Action. For avoidance of doubt, Settled Claims include and 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 during the Class Period arising from or in any way related to the Class Members’ occupancy of apartments at Branford Manor, or presence at Branford Manor. For the avoidance of doubt, and notwithstanding any language to the contrary in any other provision, nothing in this Settlement Agreement shall be deemed to waive, release or diminish any rights or claims of any nature that Defendants or any

of their respective subsidiaries, predecessors, successors, officers, directors, owners, shareholders, principals, members, partners, employees, contractors, agents or attorneys may have against any of their respective insurers, including without limitation any rights or claims relating in any way to Branford Manor and/or any matters addressed in this Settlement Agreement.

“**Settlement**” means the mutually agreed upon undertakings, terms, and conditions contemplated by this Settlement Agreement.

“**Settlement Administration Costs**” means all costs, fees, and expenses, other than fees of counsel for any Party to this Action or their insurers, associated with or arising out of the administration of the Settlement. It does not include costs of administering trusts for minors, incompetents, or the estates of deceased class members.

“**Settlement Administrator**” means JND Class Administration, 1100 2nd Avenue, Suite 300, Seattle, WA 98101.

“**Settlement Agreement**” has the meaning set forth in the introductory Paragraph above, and includes this document and all attached Exhibits.

“**Settlement Consideration**” has the meaning set forth in Paragraph 2 of this Settlement Agreement.

“**Settlement Fund**” has the meaning set forth in Paragraph 2 of this Settlement Agreement.

“**Settlement Funding Date**” has the meaning set forth in Paragraph 12 of this Settlement Agreement.

“**Special Masters**” means individuals who, upon application by Plaintiffs, shall be approved and appointed by the Superior Court to review Settlement Claims of Class Members who seek Enhanced Payments and, based on that review, determine as set forth in Exhibit B to the Settlement Agreement what amount, if any, Class Members may recover as Enhanced Payments.

“**Superior Court**” means the Connecticut Superior Court for the Judicial District of Waterbury, Complex Litigation Docket (X10).

“**Termination Notice**” has the meaning set forth in Paragraph 26 of this Settlement Agreement.

Schedule of Exhibits to Settlement Agreement

Exhibit A: Form of Notice and Base Payment Claim Form

Exhibit B: Form of Enhanced Payment Form and Enhanced Payment Criteria

Exhibit C: Notice Program Summary

Exhibit D: Form of Preliminary Approval Order for Notice and Hearing

Exhibit E: Form of Proposed Qualified Protective Order

Exhibit F: Form of Proposed Final Order and Judgment

Exhibit G: Joint Media Advisory

Exhibit H: Form of Branford Manor Settlement Trust Agreement

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT

Dear _____.

This Notice has been approved by the Hon. Glen Pierson of the Connecticut Superior Court.

You are NOT being sued.

Deadline For Action:

We are writing to let you know that because you [and _____ family members' names] lived at Branford Manor during some or all of the time period between November 23, 2019 and November 22, 2022 **you may be entitled to money in connection with the settlement of a class action lawsuit.** The lawsuit was brought by current and former BRANFORD MANOR tenants to address complaints about the living conditions at BRANFORD MANOR.

If you return **the attached Claim Form #1**, and if the Judge gives final approval to the settlement, then you and the family members who lived with you and were on the lease during any time from November 23, 2019 to November 22, 2022 will get money from the settlement without **having to pay attorneys' fees or costs** to the attorneys who brought the class action lawsuit and negotiated the settlement. They are being paid separately in addition to the payments to you.

The settlement includes a **Base Payment of between \$2,000 and \$6,000 for each adult and between \$1,000 and \$3,000 for each child.**

1. The Base Payment amount is determined by your length of authorized residency – meaning you are listed on the rental forms - at Branford Manor during the Class Period. The Class Period runs from November 23, 2019 to November 22, 2022. The payment amounts are determined as follows:

For residency during the Class Period (11/23/2019 – 11/22/2022), with a year defined to equal 365 days:

- i. **For adults** with three years of residency during the Class Period, \$6,000;
- ii. For adults with at least two but less than three years of residency during the Class Period, \$4,000; and
- iii. For adults with less than two years of residency during the Class Period, \$2,000.

- iv. **For minors (birth to 18 years old)** with three years of residency during the Class Period, \$3,000;
- v. **For minors** with at least two but less than three years of residency during the Class Period, \$2,000; and
- vi. **For minors** with less than two years of residency during the Class Period, \$1,000.

Years of residency will be calculated based on Related Management Companies' records of authorized tenancy (with the exception for infants as described in the Settlement Agreement). Treatment as an adult or minor is based on age attained while residing at Branford Manor during the class period.

You may also be eligible to receive:

- 2. An **Enhanced Payment** of money—in addition to the Base Payment—if you or your family members claim serious injuries or uncompensated property damage that you believe were caused by conditions at BRANFORD MANOR.
- 3. **No additional attorneys' fees.** You will not have to pay any attorneys' fees out of any Enhanced Payments you receive.

If you want to participate in the settlement so that you and your family members are eligible to receive money from the settlement, you must send in Claim Form #1 or notify the Settlement Administrator in writing.

(see pages ___ of this information packet)

If you also want to make a claim for serious injuries or damage, you must also send in Claim Form #2 by [date].

(See pages ___ of this information packet)

FOR QUESTIONS, MORE INFORMATION, AND ASSISTANCE:

- Send an email with your question to [email address for settlement]; or
- Call toll free 1-8XX-XXX-XXXX to speak with a customer service representative.
- Call Embry, Neusner, Arscott & Shafner at (860)449-0341.

Please read the attached pages of information:

A brief description of the lawsuit and the settlement (pages ___).

What are my options? (pages ___)

How do I participate in the settlement? (pages ___)

Where can I get help/ask questions? (pages ___)

Where can I get a copy of the lawsuit/proposed settlement? (pages ___)

Claim Form #1 (Base Payment) (pages ___)

Claim Form #2 (Enhanced Payment) (pages ___)

A Brief Description of the Lawsuit and the Settlement

What is the lawsuit that is being settled?

This class action lawsuit was brought by people who lived at BRANFORD MANOR on behalf of everyone who lived at BRANFORD MANOR during some or all of the “time period” against, among others, the owner of BRANFORD MANOR and the companies who managed the BRANFORD MANOR apartments “Defendants”, during the “time period” from November 23, 2019 to November 22, 2022.

In the lawsuit, the Plaintiffs (the BRANFORD MANOR tenants bringing the lawsuit) claim that the Defendants (the owner and the management companies) failed, among other things, to properly maintain the tenants’ apartments at BRANFORD MANOR during the time period and, as a result, that the tenants suffered injuries and financial loss. The Defendants deny that the apartments were improperly maintained during that period, and deny that tenants suffered injuries and financial loss as a result of the condition of the apartments.

The settlement resolves these disputes by providing money to people who lived at BRANFORD MANOR during some or all of the “time period.”

Who is eligible to participate in the settlement?

Any person who was listed on the rental forms at BRANFORD MANOR for some or all of the “time period” is a Class Member who can participate in the settlement. Infants born during the time period are also included even if they were not on a rental form.

What money will class members receive as part of the settlement?

If the Judge approves the settlement, then class members who choose to participate in the settlement by sending in Claim Form #1 (the Base Payment Claim Form) will receive:

1. **Base Payments.** As a class member, if you choose to participate in the settlement, you and your family members who are also class members will receive Base Payments, calculated as follows:

Base Payments to Class Members in the following amounts for authorized residency during the Class Period, with a year defined to equal 365 days:

The **Base Payment** amount is determined by your length of authorized residency – meaning you are listed on the rental forms - at Branford Manor during the Class Period. The Class Period runs from November 23, 2019 to November 22, 2022. The payment amounts are determined as follows:

For residency during the Class Period (11/23/2019 – 11/22/2022), with a year defined to equal 365 days:

- a. **For adults** with three years of residency during the Class Period, \$6,000;

- b. For adults with at least two but less than three years of residency during the Class Period, \$4,000; and
- c. For adults with less than two years of residency during the Class Period, \$2,000.
- d. **For minors (birth to 18 years old)** with three years of residency during the Class Period, \$3,000;
- e. **For minors** with at least two but less than three years of residency during the Class Period, \$2,000; and
- f. **For minors** with less than two years of residency during the Class Period, \$1,000.

Years of residency will be calculated based on Related Management Companies' records of authorized tenancy (with the exception for infants as described in in paragraph 22(a)(2) of the Settlement Agreement). Treatment as an adult or minor is based on age attained while residing at Branford Manor during the class period.

Settlement payments to children less than 18 years old may be subject to the supervision of the Probate Court. See discussion below.

Claims for now-deceased individuals must be made by a Probate Court-appointed representative.

Class Members who received benefits from Medicare for health care, disability, or treatment of end stage kidney failure may need to pay liens to the Medicare program, which is run by the federal government. The Settlement Administrator will help Class Members who received Medicare benefits to confirm whether they will have to pay Medicare liens and to resolve incarceration liens.

2. **Enhanced Payments.** If you believe that you or your children suffered serious illness or injuries or serious property damage at BRANFORD MANOR after November 23, 2019 and before November 22, 2022, you or your family members may be eligible to receive additional money to compensate you or your family members for the injuries or property damage. If the Judge approves the settlement, then he will appoint a panel of three qualified people called "Special Masters" who will review claims for Enhanced Payments and determine the amounts, if any, that you or your family members will receive as an Enhanced Payment award.

In addition to Base Payments and Attorneys' fees, nearly \$4 million has been set aside for these payments and some other expenses involved in the lawsuit, so the amount each person gets will depend on how many people receive awards and how severe the Special Masters consider each person's illness, injuries, or property damage to be.

In order to be eligible to receive Enhanced Payments, **you must fill out and send in both Claim Form #1 (the Base Payment Claim Form) for your family, and a Claim Form #2 (the Enhanced Payment Claim Form) for EACH family member claiming these injuries.**

You may have to pay liens for public assistance or incarceration costs out of any Payment you receive.

Settlement payments to children less than 18 years old may be subject to the supervision of the Probate Court. See discussion below.

3. **The Enhanced Payments described above are not reduced by attorneys' fees.** As part of the settlement, Defendants are responsible for separately paying class members' attorneys' fees. The Judge will determine the amount of the payment.

Requirements under state law for settlement payments to children under the age of 18.

Under Connecticut state law, all payments to Class Members under the age of 18 are subject to approval of the Settlement by both the Superior Court and the Probate Court.

Enhanced Payments to Class Members under the age of 18 may be subject to state liens for health care and other support provided by the State of Connecticut. If so, the Settlement Administrator will assist in resolving those liens. No amounts will be paid until any state liens are resolved.

If a Class Member under the age of 18 is going to receive an Enhanced Payment of \$10,000 or less, the payment will be made directly to that under-age Class Member's parent or guardian.

If a Class Member under the age of 18 is going to receive an Enhanced Payment of more than \$10,000, Connecticut state law does not allow that payment to be made directly to that Class Member or the Class Member's parent or guardian. Instead, the amount due to the under-age Class Member is put into a trustee account supervised by the Probate Court, and is kept in that account until the Class Member's 18th birthday.

When will the Settlement become final?

To become final, the Settlement must be approved by the Court after a Final Approval Hearing, which is currently scheduled for [INSERT], but can be moved by the Court. Class Members should confirm the Final Approval Hearing date by contacting the Settlement Administrator or checking the Court schedule at the following web address:

[https://civilinquiry.jud.ct.gov/CaseDetail/PublicCaseDetail.aspx?
DocketNo=UWYCV226068623S](https://civilinquiry.jud.ct.gov/CaseDetail/PublicCaseDetail.aspx?DocketNo=UWYCV226068623S)

The current date for the Final Approval Hearing will be shown under the heading "Scheduled Court Dates."

The Court will decide after the Final Approval Hearing whether to approve the Settlement. If the Settlement is approved, and no one appeals the approval, it will become final 21 days later. Claim forms for Base Payments are then due seven days after the Settlement becomes final, and Base Payments will be made as promptly as possible after the claim form deadline.

Who is the Settlement Administrator and what is its role:

The Settlement Administrator is:

**JND Legal Administration,
1100 2nd Ave., Suite 300
Seattle, WA 98101**

Its role is to process claim forms and distribute settlement payments in accordance with the terms of the class action settlement.

WHAT ARE MY OPTIONS?	
Submit Claim Form #1 to the Settlement Administrator at any time before [INSERT DATE]. This deadline could be extended if final approval of the Settlement is delayed.	This is the only way to get money and other benefits from the settlement.
Submit Claim Forms #1 and #2 to the Settlement Administrator at any time before [INSERT DATE]. This deadline could be extended if final approval of the Settlement is delayed.	Submitting Claim Form #2 is the only way to be eligible to get additional money for serious illness or injuries or damage to your property or possessions that you believe were caused by living at BRANFORD MANOR during the time period covered by this case.
Submit an Opt-Out Request to the Settlement Administrator by [INSERT DATE] to exclude yourself from the settlement.	You will receive no payment or benefits from the settlement. If you do this, you will have the right to pursue on your own whatever individual claims you may still have against Defendants.
Object to the class action settlement by [INSERT DATE]. Objections must be in writing sent and to the court as follows: Jonathan Stuckal, Esq., Court Officer X10, Complex Litigation Docket, 400 Grand Street, Waterbury, CT 06702.”	You may write to the Court about why you think the settlement is unfair, inadequate, or unreasonable.
Go to a hearing on [INSERT DATE]	Ask to speak in Court about the fairness of the settlement. This hearing date could change. If you want to go the hearing, confirm the hearing date by calling the Settlement Administrator or checking the “Scheduled Court Dates” for this case on the web at https://civilinquiry.jud.ct.gov/CaseDetail/PublicCaseDetail.aspx?DocketNo=UWY CV226068623S .
Do nothing	Get no payment. You will give up your rights to ever sue the Defendants about the legal claims in this case.

Explanation of your options in the chart

You and your family members who are class members have several options in connection with the settlement.

Participate in the settlement. To get money and other benefits from the settlement, **send in Claim Form #1, or notify the Court in writing that you want to participate in the settlement any time before [INSERT DATE]**. This deadline could be extended if final approval of the Settlement is delayed.

If the Judge approves the settlement, and you choose this option, then you and your children who are class members will receive Base Payments (without having to pay attorneys' fees).

If you believe that you or your children suffered serious illness, injuries, or property damage caused by living at BRANFORD MANOR during the time period from November 23, 2019 to November 22, 2022, you may also **make a claim as part of the settlement for Enhanced Payments for this kind of injury by sending in Claim Form #2 for each injured family member.** (You will not have to pay attorneys' fees, but you may have to pay government liens for public assistance or incarceration costs out of Enhanced Payments you receive.)

If you choose this option to participate in the settlement, then you will not be able to be part of any other lawsuit against the Defendants.

Object to the settlement. If you feel the proposed settlement is unfair, inadequate, or unreasonable, you may write to the court explaining why you object to the settlement.

Instead of or in addition to sending in a written statement, you may also ask to be heard by the judge at a hearing that will be held on **[INSERT DATE]**.

You may hire a lawyer at your own expense to do this, or you can represent yourself.

The date of this hearing may change. If you want to go the hearing, confirm the hearing date by calling the Settlement Administrator or checking the "Scheduled Court Dates" for this case on the web at <https://civilinquiry.jud.ct.gov/CaseDetail/PublicCaseDetail.aspx?DocketNo=UWYCV226068623S>.

To be valid, a written objection **must:**

- Be in writing;
- Be signed by you or your lawyer (if you hire one – but you aren't required to hire a lawyer to object);
- Include your name, address, and telephone number;
- Identify this case by Docket No. and case caption;
- Say the reason for your objection;
- Say whether it applies only to you, or to a particular group of class members, or to all class members;
- Say whether the you plan on personally appearing at the Final Approval Hearing;

- State the name of any and all lawyers representing, advising, or assisting you and whether the lawyer will appear on your behalf at the Final Approval Hearing;
- Mail your objection to the following address:

Jonathan Stuckal, Esq.
Court Officer X10, Complex Litigation Docket 400
Grand Street, Waterbury, CT 06702.

The Court must receive your objection before [INSERT DATE]. You can object to the settlement even if you decide to participate in the settlement.

Exclude yourself, your minor children, and/or your ward from the settlement. You may choose not to participate in the settlement. To do that—to “Opt-Out”—you must notify the Settlement Administrator in writing by a letter or message postmarked, or received via email, no later than [INSERT DATE].

To be valid, your written Opt-Out Request **must**:

- Include your full name, address, telephone number;
- You must sign the notice;
- The notice must state the following:

“I want to be excluded from the Settlement and understand that by excluding myself, I will not be able to get any money or other benefits from the settlement.”

- Your Opt-Out Request must be mailed or emailed to the Settlement Administrator at the following address:

Branford Manor Settlement
[INSERT FULL ADDRESS]

IMPORTANT: If you Opt-Out, you will not get any payment or other benefit from the settlement.

This is the only option that allows you to bring a separate lawsuit against the Defendants, at your own expense. If you choose to Opt-Out, you may not object to the settlement.

Do nothing. If you do not send in Claim Form #1 (the Base Payment form) or the Opt-Out Request:

You will not get any payment or other benefit from the settlement AND you may not be able to bring a private lawsuit against BRANFORD MANOR.

Doing nothing is different from opting out, because if you Opt-Out you may still hire a lawyer

at your own expense to bring a separate lawsuit against BRANFORD MANOR. If you do nothing, you will give up all legal claims against BRANFORD MANOR for illness, injuries or property damage sustained during the Class Period and you will receive nothing from the settlement.

How Do I Participate in the Settlement?

To participate in the settlement, you **MUST** do one of the following:

1. **Fill out, sign, and send in claim form #1 by [INSERT DATE]. This deadline could be extended if final approval of the Settlement is delayed.**

How to send in your claim form:

By email: Take a photo of your filled out and signed claim form, and email the photo to [address] OR Scan your filled out and signed claim form, and email the scan to [address].

By mail: Mail your claim form no later than [INSERT DATE] to [address], using the pre-paid envelope attached to this packet (no need to add postage), or your own envelope (you'll have to pay for the postage).

In person: Take the filled out and signed claim form to the law office of Embry, Neusner, Arscott, & Shafner, which is located at 118 Poquonnock Road, Groton CT 06340. For your form to be valid, you must receive a receipt from the law offices showing that they received your form.

Or

2. **Send an email saying you want to participate in the settlement by [INSERT DATE]. This deadline could be extended if final approval of the Settlement is delayed.**

In your email, include your name, address, and the following unique code that has been assigned to you: #####

Where Can I Get Help/Ask Questions?

If you have questions about the settlement or need assistance with the Forms:

- Send an email with your question to [email address for settlement];
- Call toll free 1-8XX-XXX-XXXX to speak with a customer service representative; or
- Call the law office of Embry, Neusner, Arscott, & Shafner at 1-860-449-

0341.

How Can I Get a Copy of the Lawsuit/Proposed Settlement?

- View or download a copy from the Superior Court web site at the following Web address: [specific Superior Court web address to follow after filing of agreement];
- Send an email asking for a copy of the Settlement Agreement to [email address for settlement];
- Call toll free 1-8XX-XXX-XXXX to speak with a customer service representative; or
- Call the law office of Embry, Neusner, Arscott, & Shafner at 1-860-449-0341.

CLAIM FORM #1 – BASE PAYMENT

1. Name	First	Middle Initial	Last
2. Mailing Address	Street Address		
	Apt. No.		
	City		
	State		Zip
3. Phone Number			
4. Email Address			
5. Date of Birth			
6. Social Security Number (if known)			
7. Medicare Health Insurance Claim No. (if known)			
8. Medicare Advantage Health Plan (if any)	Plan or Provider Name		
	Your Member ID Number		
9. Medicare Part D Drug Plan (if any)	Plan or Provider Name		
	Your Member ID Number		
10. Tricare DoD Benefits Number (if any)			

For each family member who lived with you at BRANFORD MANOR during some or all of the “time period” (November 23, 2019 to November 22, 2022), please provide the following information:

Name	Date of Birth	Social Security Number	Medicare Number/HICN (If Applicable)	Additional States Treated/Lived in since time at BRANFORD MANOR

If any of family members listed on this form (including yourself) were ever incarcerated in the State of Connecticut, please list their names here:

Name

SIGNATURE:

I want to participate in the proposed class action settlement. I understand that if the class action settlement is approved, my children and I will be eligible for the benefits described in the Notice.

Sign here: _____

Print your name here: _____

Date: _____

SEND IN:

Mail this form in the enclosed envelope (you do not have to add postage)

OR

Take a photo of or scan this form and email to [address]

If you have questions or need help with filling out this form:

- Send an email with your question to [email address for settlement];
- Call toll free 1-8XX-XXX-XXXX to speak with a customer service representative; or
- Call Embry, Neusner, Arscott, & Shafner, LLC at 1-860-449-0341.

CLAIM FORM #2 – ENHANCED PAYMENT

Who should fill out this form:

If you believe that you or one or more of your family members who lived with you during the Class Period (November 23, 2019 to November 22, 2022) suffered physical or emotional injuries or property damage caused by living at BRANFORD MANOR, then you should send in a Claim Form #2 (Enhanced Payment) for each injured family member **by [INSERT DATE]. This deadline could be extended if final approval of the Settlement is delayed.**

You must send in a **separate Claim Form #2 for each family member** who you believe suffered these injuries.

You do NOT have to fill in Claim Form #2 to receive Base Payments. Claim Form #2 is only for claims of serious injuries or property damage caused by mold at BRANFORD MANOR.

Instructions for submitting this form:

1. Fill out, sign, and send in Claim Form #1, the Base Payment form. Only one Base Payment form is required per family.
2. Decide whether or not you or one or more of your family members, suffered serious physical or emotional injuries or property damage caused by living at BRANFORD MANOR during some or all of the Class Period (November 23, 2019 to November 22, 2022).
3. If you believe you or one of your family members suffered this kind of injury or property damage, then fill out a Claim Form #2 for EACH family member you believe suffered this kind of injury, and send in **by [INSERT DATE]. This deadline could be extended if final approval of the Settlement is delayed.** You must fill in a separate form for EACH family member you believe suffered this kind of injury. (If you need extra forms, you can make a copy of a blank form, or call toll free at 1-8XX-XXX-XXXX to have extra forms mailed to you.)
4. Collect all the evidence you have (including medical records, employment records, receipts, or other documents or emails/texts) that you believe support your claim that the family member suffered serious injuries from conditions at BRANFORD MANOR during the Class Period. **You do not need this kind of evidence to make an Enhanced Payment claim** (but you must still submit Claim Form #2).
5. If you need help with the forms or with gathering supporting documents, call toll-free at 1-8XX-XXX-XXXX, call the law offices of Embry, Neusner, Arscott, & Shafner at 1-860-449-0341, or email [**INSERT address**].

6. Sign each Claim Form #2 (Enhanced Payment). Adults (over the age of 18) must sign their own forms. The forms for children under the age of 18 must be signed by a parent or legal guardian. The forms for adults who have conservators to take care of their legal affairs must be signed by the conservator.

The person signing the form is certifying that the information provided is true and accurate to the best of the person's knowledge.

7. Send in the filled out and signed form by **[INSERT DATE]**. **This deadline could be extended if final approval of the Settlement is delayed.**

By mail: Mail your claim form(s) to **[INSERT address]**, using the pre-paid envelope attached to this packet (no need to add postage), or your own envelope (you'll have to pay for the postage).

By email: Take a photo of your filled out and signed claim form(s), and email the photo(s) to **[INSERT address]** OR Scan your filled out and signed claim form(s) and email the scan to **[INSERT address]**.

In Person: Take your filled out and signed claim form(s) to the law offices of Embry, Neusner, Arscott, & Shafner, located at 118 Poquonnock Road, Groton CT 06340 and receive a receipt proving that you brought in the form.

8. Send in the evidence you have collected, if any. The Settlement Administrator will provide the deadline for submitting this information to every Class Member who submits a timely Enhanced Payment Claim Form.

By mail: Mail your evidence to:

Branford Manor Settlement
[insert rest of address]

using the pre-paid envelope attached to this packet (no need to add postage), or your own envelope (you'll have to pay for the postage).

By email: Take photos of each page of each document and email the photo(s) to **[INSERT address]**. OR Scan the documents and email the scan to **[INSERT address]**.

FOR QUESTIONS ABOUT OR HELP WITH ENHANCED PAYMENT CLAIMS,

- Send an email with your question to **[email address for settlement]**;
- Call toll free 1-8XX-XXX-XXXX to speak with a customer service representative;

- Call Embry, Neusner, Arscott, & Shafner, LLC at 1-860-449-0341.

EXHIBIT B

1. Personal information: To make your Enhanced Payment claim, please provide the information requested below:

A. Name	First	Middle Initial	Last
B. Current Mailing Address	Street Address		
	Apt. No.		
	City		
	State		Zip
C. Phone Number			
D. Email Address			
E. Date of Birth			
F. Social Security Number (if known)			
G. Medicare Health Insurance Claim No. (if known)			
H. Health Insurer or Plan Providing Medicare Advantage Health Coverage (if any)			
I. Health Insurer or Plan Providing Medicare Part D Drug Coverage (if any)			
J. Tricare DoD Benefits Number (if any)			
K. Cities Lived in Since Leaving BRANFORD MANOR	City	State	
	City	State	
	City	State	
	City	State	

If you are submitting an Enhanced Payment claim for any family member under the age of 18, or for any person who has died or for whom you are a conservator, please provide the following information:

Name	Date of Birth	Social Security Number	Medicare Number / HICN (if Applicable)	Additional States Treated / Lived in Since Time at BRANFORD MANOR

2. Injuries you claim: Check off boxes and describe injuries that you claim that you suffered at Branford Manor:

Check all that apply	Claimed injuries or conditions
<input type="checkbox"/>	<p>E. Lost wages: Do you claim that exposure to mold in your apartment at CSS caused physical or emotional injury that that resulted in lost work and lost wages? If so, please check the box, provide a description here, and attach any documents that support your claim.</p> <p>Name of Employer or Employers: _____</p> <p>_____</p> <p>Approximate Dates of Employment: _____</p> <p>_____</p> <p>Approximate Lost Income: \$ _____</p> <p><i>You may send additional documents after submitting the form at any time before the Supporting Document Deadline. The Settlement Administrator is available to help you get records to support your claim.</i></p>
<input type="checkbox"/>	<p>F. Destruction of Personal Property: Do you claim that due to dangerous conditions in your apartment, you suffered major property damage such as extensive destruction of furniture? If so, please check the box, provide a description here, and attach any documents that support your claim, such as photos, receipts, or bills. If you have previously been paid for any property damage at Branford Manor, please explain those circumstances and the amount of payment.</p> <p><i>You may send additional documents after submitting the form at any time before the Supporting Document Deadline. The Settlement Administrator is available to help you get records to support your claim.</i></p>

2. Injuries you claim: Check off boxes and describe injuries that you claim that you suffered at Branford Manor:

Check all that apply	Claimed injuries or conditions
<input type="checkbox"/>	<p>G. Unique circumstances: Do you claim that exposure to dangerous conditions in your apartment at BRANFORD MANOR resulted in severe harms or injuries not in items A through F above? If so, please check the box, provide a description here, and attach any documents that support your claim.</p> <p><i>You may send additional documents after submitting the form at any time before the Supporting Document Deadline. The Settlement Administrator is available to help you get records to support your claim.</i></p>

3. Proposed Enhanced Payment Criteria. Information submitted will be reviewed by the Special Masters appointed by the Judge. The Special Masters will evaluate what you submit and decide whether or not you have reasonably shown that you had injuries or property damage that you believe were caused or made worse by dangerous conditions while you lived at BRANFORD MANOR. The Special Masters will award from zero to 15 points to each Class Member who makes an Enhanced Payment Claim, based on their assessment of the severity of the claimed injuries and property damage, and in proportion to the claims made by other Class Members. Scores will be based on the relative severity of a Class Member’s injuries or losses, but not on medical expenses for those injuries.

4. Signature.

I want to request an Enhanced Payment. I hereby certify under penalty of perjury that the information that I am providing in and with this Enhanced Payment Claim Form is true and accurate to the best of my knowledge and belief.

Sign here: _____

Print your name here: _____

Complete this section only if you are the parent, legal guardian, representative of the estate of a deceased individual, or conservator of the person making this claim. If you are signing this form for a child under the age of 18 or for a legally incapacitated person, please, print that person's name below and check the box that applies to you.

Person making claim: _____

- I am a parent of the child making this claim**

- I am a legal guardian of the child making this claim**

- I am a legal representative of the estate of a deceased individual, named _____.**

- I am a conservator for the adult making this claim**

[HIPAA/HiTech authorization form to be provided by JMD]

EXHIBIT C
Notice Program Summary

1. The proposed Notice Program is designed to inform Class Members of the proposed class action Settlement between Plaintiffs and the Defendants. In the Settlement Agreement, the Class is defined as all persons who lived at BRANFORD MANOR during all or part of the period extending from November 23, 2019 to November 22, 2022. As used in this Notice Program Summary, all capitalized terms not otherwise defined have the meanings set forth in the Settlement Agreement.

2. The Defendants have created an Identified Tenant List, which includes all Class Members whose identities are known to them based on their inclusion in HUD Forms from the Class Period or other information. The list is confidential and has been filed under seal.

3. The Notice Program to reach these and the other Class Members includes the following components:

- A. Direct Mail Notice: The Settlement Administrator will mail to all Class Members on the Identified Tenant List, at addresses identified through Defendants' and Class Counsel's records and the United States Postal Services' National Change of Address database, a Notice Packet that includes, in English and Spanish, copies of the Notice and Claim Form (including both the Basic Payment Claim Form and Enhanced Payment Claim Form) agreed upon by the Parties and submitted to the Court.

Notice Packets will be mailed in an envelope with call-outs on the front and back of the envelope encouraging Class Members to open and read the notice.

- B. Re-Mail: The Settlement Administrator will promptly re-mail Notice Packets that are returned with a forwarding address.
- C. Address Search: For each Class Member whose Notice Packet is returned as undeliverable the Settlement Administrator shall conduct an address search, using an advanced address search through credit bureaus, for the Class Member, and re-mail the Notice Packet to the Class Member's newly-found address.
- D. Phone Number/Email Search: The Settlement Administrator will also engage an affordable phone number and email search service and attempt to reach Class Members who have not been reached through mail by phone and email notice.
- E. Person Location Service: For each Class Member whose Notice Packet is returned as undeliverable and whose address has not been found using an address search, the Settlement Administrator shall engage a person location service to find the Class Member and personally deliver the Notice.
- F. Toll-Free Hotline: The Settlement Administrator will establish a toll-free telephone number to provide information about the details of the Settlement, including details related to membership, claim recovery,

exclusion, and lien resolution, and identified the Settlement Administrator and Class Counsel.

G. Publication Notice: To reach Class Members who may not be on the Identified Tenant List, the Notice Program includes a Publication Notice in English and Spanish in local newspapers and social media (e.g., Facebook) in accordance with the attached Form of Publication Notice and Publication Notice Schedule.

Additionally, the parties will also take such other and further measures to insure notice as may be directed by the Court.

5. Notice Documents are written in plain language in English and Spanish and comply with the requirements of the Connecticut Practice Book. The Notice Documents will be designed to attract the attention of the recipient to open and read the Notice. The Notice Documents will contain instructions on how to obtain more information about the Settlement by phone, text message, or email.

7. In the opinion of the Parties, the Notice Program described herein is the best notice practicable under the circumstances, consistent with all applicable court rules, and is consistent with or exceeds other similar court-approved best notice practicable notice programs. The Notice Program is designed to reach as many class Members as possible, its goal is to reach all Class Members, and it will provide each Class Member the opportunity to review a plain language notice and easily take the next step to learn more about the Settlement.

EXHIBIT D

DOCKET NO.: X10-UWY-CV-22-6068623-S : **SUPERIOR COURT**
LATASHA HARRIS, ET AL. : **COMPLEX LITIGATION**
V. : **DOCKET**
: **AT WATERBURY**
THE RELATED COMPANIES, INC., ET AL. : **[INSERT DATE]**

Having considered the Plaintiffs' Motion for Preliminary Approval of Class Settlement, the attached Settlement Agreement together with its exhibits and attachments, the record in this matter, and the briefs and arguments of counsel, it is hereby ordered as follows (all capitalized terms herein, unless otherwise defined, have the meanings set forth in the Settlement Agreement):

1. Based on its review of the record and the parties' representation that the settlement was reached in consultation with their jointly-selected mediator, Stephen Bierman, Esq., the Court finds that the Settlement Agreement appears to be the result of intensive, informed, arms-length negotiations conducted with the mediator's assistance.

2. The Settlement does not improperly grant preferential treatment to any individual or segment of the proposed Class; does not exhibit any signs of collusion, explicit or subtle; and falls well within the range of possible approval as fair, reasonable, and adequate and thus is likely to gain approval under Practice Book § 9-9(c)(1)(A).

3. The Court therefore GRANTS preliminary approval of the Settlement.

4. The Court finds that it will likely be able to certify the following Class for purposes of judgment on the proposed Settlement:

All persons who lived at Branford Manor in Groton, Connecticut during all or part of the period extending from November 23,

2019 to November 22, 2022.

A list of what is considered to be all or the vast majority of Class Members has been compiled by the Defendants from their records and filed under seal with this Court, and it is proposed that each Class Member on the list receive an individualized Notice.

5. The Court preliminarily finds, for settlement purposes only, that the requirements of Practice Book § 9-7 are satisfied:

(1) Section 9-7(1) is satisfied because the class consists of at least the approximately Class Members whose identities have been ascertained from the Defendants' records.

(2) Section 9-7(2) is satisfied because there are common issues at the core of all claims settled by the agreement.

(3) Section 9-7(3) is satisfied because the Class Representatives' claims are typical of those of Settlement Class Members and the Class Representatives.

(4) Section 9-7(4) is satisfied because the representative parties have fairly and adequately protected the interests of the Settlement Class as reflected in the Settlement Agreement.

6. The Court additionally preliminarily finds, for settlement purposes only, that the requirements of Practice Book § 9-8(3) are satisfied: the questions of law or fact common to the Settlement Class predominate over individual questions, and a class action is superior to other available methods for the fair and efficient adjudication of this case.

7. The Court hereby approves the Named Plaintiffs as Class Representatives.

8. If for any reason the Court does not finally approve the Settlement, or if the

Effective Date does not occur, the preliminary certification findings contained in this Order shall be deemed null and void without further action of the Court or the parties. In such circumstances each party shall retain all rights to oppose certification of this action as a class action.

9. The Court hereby designates JND Class Action Administration as Settlement Administrator. Upon entry of this Order, the Settlement Administrator shall begin its lien resolution duties as described in the Settlement Agreement and pursuant to the Qualified Protective Order issued by this Court today.

10. The Court hereby appoints Christopher Royston, Esq., Lee-Ann Gomes, and Wanda Green, R.N., as Special Masters, and authorizes them to review Settlement Claims of Class Members who seek Enhanced Class Member Payments and, based on that review, determine as set forth in Exhibit B to the Settlement Agreement what amount, if any, Class Members may recover as Enhanced Class Member Payments.

11. The Court hereby appoints Joane M. Olawale, Esq., as Guardian ad Litem to represent the interests of Trust Beneficiary Class Members, as set forth more fully in Paragraph 9 of the Settlement Agreement.

12. The Court hereby approves the establishment of the Branford Manor Settlement Trust (the "Trust") pursuant to the Trust Agreement attached as Exhibit H to the Settlement Agreement for purposes of receiving, holding, and managing any payments that may be made to Trust Beneficiary Class Members upon this Court's entry of an order finally approving the Settlement. The approval in this Paragraph 12 of the establishment of the trust does not constitute a final determination on the merits whether the proposed Class satisfies the requirements of Practice Book §§ 9-7 and 9-8, or whether the Settlement

contemplated by the Settlement Agreement satisfies the requirements of Practice Book § 9-9(c), which determinations may only occur in the Court's sound discretion after final hearing on the merits, subject further to notice to the Class, the opportunity of Class Members to opt out, and the opportunity of Class Members to object to the Settlement, as further set forth in Paragraphs 13 through **Error! Reference source not found.** of this Order.

13. The Court hereby appoints Ellin M. Grenger, Grenger Law Offices, LLC, as Trustee to administer the Trusts created to administer funds payable to minor, deceased, and incapable class members.

14. The Court finds that giving Class Members notice of the Settlement is justified because the Court will likely be able to certify the Settlement Class and approve the Settlement as described above.

15. The Court finds that the Proposed Notice Program satisfies the requirements of due process and Practice Book § 9-9(a)(2)(b). The proposed notice is the best practicable notice under the circumstances, includes individual notice to all members who can be identified through reasonable effort, and concisely and clearly states in plain, easily understood language: (1) the nature of the case, (2) the definition of the class, (3) the claims being made and the proposed terms on which those claims will be settled, (4) that Class Members may enter an appearance through counsel of their choice if desired, (5) that the court will exclude from the class any Class Member who timely requests to be excluded, and (6) the binding nature of the class judgment if approved.

16. The Court therefore approves the Notice and directs the parties to provide notice pursuant to the terms of the Settlement Agreement.

17. Class Members who wish to opt-out and exclude themselves from the Settlement may do so by notifying the Settlement Administrator in writing postmarked, or received via email, no later than [INSERT DATE]

18. To be valid, the request must include the Class Member's full name, address, telephone number, signature, the statement "I want to be excluded from the Branford Manor Settlement and understand that by excluding myself, I will not be able to get any money or other benefits from the settlement" or a statement substantially similar in clear and unambiguous language, and must be mailed or emailed to the Settlement Administrator at the following address: [INSERT ADDRESS]

19. All Class Members who do not opt-out and exclude themselves from the Settlement Class shall be bound by the terms of the Settlement upon entry of a final approval order and judgment.

20. Class Members who wish to object to the Settlement may do so in a written submission delivered to the Court on or before [INSERT DATE].

21. A written objection must be signed by the Class Member or her or his attorney and include the Class Member's name, address, and telephone number; identify the case by Docket No. and case caption; state the nature of the objection; state whether it applies only to the objector, to a specific subset of the class, or to the entire class; state whether the Class Member intends to personally appear at the Final Approval Hearing; state the name of any and all attorneys representing, advising, or assisting the Class Member, whether any attorney will appear on the Class Member's behalf at the Final Approval Hearing, and if so, the identity of that attorney; and must be submitted to the Court by mail to "Jonathan Stuckal, Esq., Court Officer X10, Complex Litigation Docket, 400 Grand Street, Waterbury, CT 06702."

22. Any Class Member who does not timely submit a written objection in accordance with Section 20 and 21 of this Order shall be deemed to have waived any objection and shall not be permitted to object to the Settlement or seek review of the Settlement or the final approval order and judgment by appeal or other means.

23. The Court will hold a Final Approval Hearing on [INSERT DATE] at the Superior Court, Complex Litigation Docket, 400 Grand Street, Waterbury, CT 06702. The Court may reschedule the Final Approval Hearing to a later date without requirement for formal notice to Class Members; provided, however, that Class Counsel may request that the Settlement Administrator provide notice by email of the changed hearing date to Class Members whose address is then known to the Settlement Administrator. Class Members may also check for the date of the Final Approval Hearing by checking the case schedule online at the following url: <https://civilinquiry.jud.ct.gov/CaseDetail/PublicCaseDetail.aspx?DocketNo=UWYCV226068623S>

The current hearing date will be shown under the heading: “Scheduled Court Dates.” Class Members can also contact the Settlement Administrator by phone or email as specified in the form of Notice.

24. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and should be granted final approval; whether the Settlement Class should be finally certified; whether a final judgment should be entered; and any other matters the Court may deem appropriate.

25. David Rosen & Associates, P.C. and its attorneys, David N. Rosen and Kalind Parish, and Embry Neusner Arscott & Shafner, LLC and its attorney, Amity Arscott, are hereby appointed as Class Counsel. Class Counsel have applied for an award of attorneys’ fees

and reimbursement of expenses and may, but are not required to supplement their application at least 15 days before the Final Approval Hearing. The application is available online at [insert specific url for the filing], or by logging onto the Superior Court website at the following address: <https://civilinquiry.jud.ct.gov/GetDocket.aspx> and searching the Docket No. or case name. Class Counsel have notified the Court that they are requesting an award of \$2,695,000 for all fees past, present, and future and all expenses to date.

26. The Court concludes that this procedure satisfies the requirement of Practice Book § 9-9(f)(1).

27. The parties shall adhere to the following schedule unless otherwise ordered by the Court:

Event	Date
Defendants to provide contact information for known class members to Settlement Administrator	Promptly after entry of the Preliminary Approval Order
Settlement Administrator Sends Notice (“Notice Date”)	No later than 14 days after entry of the Preliminary Approval Order
Opt-Out or Objection Deadline	60 days after entry of the Preliminary Approval Order
Defendants’ Opt-Out Termination Rights Deadline	Within 10 days of event described in Paragraph 26(b)
Motion for Final Settlement Approval Due	Promptly after expiration of opt-out or objection deadline
Final Approval Hearing	Promptly after filing of Motion for Final Settlement Approval
Effective Date	Seven days after expiration of all rights of appeal or review
Settlement Funding Date	Ten days after Effective Date
Base Payment Claim Form Deadline	Seven days after Settlement Funding Date
Base Payments Sent to Class Members Who Submit Forms	Seven days after Base Payment Claim Form Deadline

Payment of Class Counsel Fees	Settlement Funding Date
Special Masters Begins Determining Enhanced Awards	As soon as practicable after the Claim Form Deadline.

For the reasons set forth above, the Court GRANTS Plaintiffs' motion.

IT IS SO ORDERED

EXHIBIT E

DOCKET NO.: X10-UWY-CV-22-6068623-S : **SUPERIOR COURT**
LATASHA HARRIS, ET AL. : **COMPLEX LITIGATION
DOCKET**
V. : **AT WATERBURY**
THE RELATED COMPANIES, INC., ET AL. : **[INSERT DATE]**

Pursuant to the Settlement Agreement in the above-captioned action (the “Action”), the Parties have stipulated and agreed, through their respective counsel, to the entry of an Order pursuant to Practice Book § 13-5 for the protection of protected health information that may be produced or otherwise disclosed during the course of this Settlement. All capitalized terms, unless otherwise defined herein, have the meanings set forth in the Settlement Agreement.

Accordingly, pursuant to Practice Book § 13-5 and 45 C.F.R. § 164.512(e)(1), the Court finds good cause for the issuance of a qualified protective order and ORDERS as follows:

1. JND Class Action Administration is serving as the Settlement Administrator under the Settlement Agreement to resolve Class Members’ Governmental Liens. The Settlement Administrator shall implement and administer the Settlement Agreement regarding Governmental Lien identification and resolution for all Class Members. The Settlement Administrator’s duties and functions include (1) the authority to act as an agent for Class Counsel for the benefit of all Class Members for purposes of lien identification and resolution, (2) the authority to receive and release identifiable health information, and (3) the authority to resolve any and all potential recovery claims, either globally or otherwise, for medical items, services, and/or prescription drugs (“medical treatment”) with, but not limited

to, Governmental Payors and Medicare Part C and/or Part D Program sponsors.

2. The Settlement Administrator shall serve on behalf of Class Counsel and Class Members for purposes of lien identification and resolution associated with the Settlement. The Settlement Administrator shall have exclusive authority to administer a process with the Centers for Medicare and Medicaid Services (“CMS”) for identification and resolution of Medicare Part A and/or Part B recovery claims on behalf of all Class Members, either globally or otherwise, who are or were Medicare entitled. The Settlement Administrator shall resolve any potential Medicare Part A and/or Part B claims related to the Settlement for those Class Members who are or were Medicare beneficiaries. Class Members have been informed that as the agent of their Counsel, the Settlement Administrator has the authority to act in such a capacity for the benefit of all Class Members to resolve any and all Medicare reimbursement obligations, consistent with federal law. The Settlement Administrator shall provide to CMS a final and verified list of qualified Medicare enrolled beneficiaries.

3. This Order shall apply to the use of all information related to Class Members that the Settlement Administrator creates, provides to, or receives from any person that may be protected under applicable federal or state law, including all Protected Health Information as defined in 45 C.F.R. § 160.103. The Settlement Administrator is specifically authorized to provide to and receive from CMS, individual Medicaid agencies, and all other Payors, as well as the Defendants’ insurers, lists of Class Members and related information, which identifies those Payors that have or may have asserted against such Class Members a lien, claim, or right of subrogation for injury-related medical treatment, in lieu of providing copies of individual HIPAA authorizations and information on a case-by-case Member basis. Consistent with 45 C.F.R. § 164.512(e)(1)(i), individual HIPAA authorizations are not

required for any disclosure requested or made pursuant to this Order. Any Payor who receives a request from the Settlement Administrator, in performance of its functions herein, for a Class Member's Protected Health Information is authorized and required to disclose that information to the Settlement Administrator, whether in a list or other form.

4. The Settlement Administrator is also authorized to disclose Class Members' Protected Health Information to Class Counsel, Defendants' insurers, and the Special Master and her or his team in the performance of its functions and duties herein.

5. At the conclusion of the Settlement Administrator's performance of its duties under the Settlement Agreement, the Settlement Administrator shall permanently and irretrievably destroy all data or documents in its possession, custody, or control (whether held or stored in paper or electronic form) containing any Protected Health Information of any Class Member.

6. This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the Parties, and persons and entities made subject to this Order by its terms.

IT IS SO ORDERED

EXHIBIT F

DOCKET NO.: X10-UWY-CV-22-6068623-S : **SUPERIOR COURT**
LATASHA HARRIS, ET AL. : **COMPLEX LITIGATION DOCKET**
V. : **AT WATERBURY**
THE RELATED COMPANIES, INC., ET AL. : **[INSERT DATE]**

Pending before this Court is Plaintiffs’ Motion for Final Approval of the Class Settlement. All capitalized terms herein, unless otherwise defined, have the meanings set forth in the Settlement Agreement.

Having duly considered the Settlement Agreement and the submissions of the Parties, the Court finds that the motion should be GRANTED. Accordingly, it is hereby ordered:

1. On **[INSERT DATE OF PRELIMINARY ORDER]**, pursuant to the Connecticut Practice Book, this Court conditionally certified a Settlement Class in connection with preliminary approval of the settlement embodied in the parties’ Settlement Agreement. The Court now concludes that each element of Practice Book §§ 9-7 - 9-8 is satisfied and that certification is proper as follows:

A. **Numerosity.** The Settlement Class includes approximately 1,400 members and thus satisfies the numerosity requirement in that joinder of such a large group would be impracticable.

B. **Commonality and Predominance.** There are issues of law and fact common to all members of the Settlement Class, which predominate over individualized issues for settlement purposes.

C. **Typicality.** The claims of the Settlement Class satisfy the element of typicality in that the Class Representatives' claims arise from the same events and are based on the same legal theories as the claims of Class Members.

D. **Adequate Representation.** The Named Plaintiffs are adequate representatives for the Settlement Class. There is no evidence that their interests conflict in any way with the interests of other Class Members. The interests of the Class are aligned, as they are all seeking to recover damages. Class Counsel are qualified and experienced in complex litigation, including in representation of plaintiffs in class actions and have demonstrated capability in representing the Named Plaintiffs and the Class.

E. **Superiority.** Given that this is a settlement class, questions of superiority regarding a class trial are no longer germane. A class action settlement is superior to other available methods for the fair and efficient adjudication of the controversy.

2. The Class consists of all persons who lived at Branford Manor in Groton, Connecticut from November 23, 2019 to November 22, 2022 either included on the rent rolls or infants born during that period but not yet included on the rent rolls. In the Preliminary Approval Order, the Court approved the form and substance of the Class Notice and Claim Forms, and approved the terms on which notice was to be provided. Based on the materials submitted in connection with the Final Approval Hearing, I find that the Settlement Administrator, timely disseminated the Class Notice to the Settlement Class in accordance with the Preliminary Approval Order. The best practicable notice was given to all Class Members pursuant to the Notice Program. The Settlement Administrator

established a toll-free telephone number and, email address to provide information about the details of the Settlement, including details related to membership, claim recovery, exclusion, and lien resolution, and identified the Settlement Administrator and Class Counsel. The Court therefore finds that the notice to the Class was fair, adequate, effective, the best notice practicable in the circumstances, and satisfied the requirements of Due Process for all Class Members.

3. The Settlement Administration process, which began with the mailing of the Class Notice, is continuing. I find that the process has been, and continues to be, performed properly, fairly, and in accordance with the terms of the Settlement Agreement and Preliminary Approval Order.

4. The Court finds that the Class Members were given adequate notice and opportunity to opt-out of the Class. The Settlement Administrator received [NUMBER OF OPT-OUTS OR NO OPT-OUTS] on or before the Opt-Out or Objection Deadline. Consequently, all Class Members [EXCEPT FOR: LIST] are bound by the Settlement Agreement, including the Release contained therein and the Judgment and Injunction contained within this Order.

5. The Court finds that Class Members were given adequate notice and opportunity to submit an objection. The Court has received [NUMBER OF OBJECTIONS] on or before the Opt-Out or Objection Deadline. [INSERT REASONS FOR OVERRULING OBJECTIONS OR THAT THERE ARE NO OBJECTIONS]

6. The Court has weighed the *Grinnell* factors as articulated in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), and finds that the following factors each weigh in favor of granting approval of the settlement: (1) the complexity, expense and likely

duration of the litigation; (2) the reaction of the class; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (8) the range of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. The ability of the Defendants to withstand a greater judgment does not preclude granting final approval. Accordingly, the Court GRANTS approval of the Class Settlement.

7. The Court hereby orders that all funds in the Settlement Fund not paid for administrative fees and costs or Class Counsel's fees and expenses will be distributed to Class Members pursuant to the Settlement Agreement.

8. Upon entry of this Order, this shall be a final order and this Court directs that judgment be entered in the Action:

(1) Fully, finally, and conclusively resolving and determining all claims, rights, and defenses in the action of all Class Members who have not timely and properly excluded themselves in accordance with the Settlement Agreement (the "Bound Class Members") and all Defendants; and

(2) Releasing and discharging Defendants, all Bound Class Members, Class Counsel, Defendants' counsel, and their past and present shareholders, principals, parent corporations, affiliates (including, without limitation, Related), subsidiaries, predecessors and successors, and each of their past and present officers, directors, owners, shareholders, principals, members, partners, employees, contractors, agents, attorneys, insurers assigns of any of the foregoing, and all persons acting for, by or through any of the foregoing, past or present (collectively, the "Released Parties") of

and from any and all claims of the Bound Class Members in law or in equity against the Released Parties arising from or in any way related to Class Members' occupancy of apartments at BRANFORD MANOR, or presence at BRANFORD MANOR (including presence on the public areas of BRANFORD MANOR) including, without limitation, claims for personal injury, bodily injury, diminution of rental value, interference with tenancy rights, economic loss, property damage, injunctive or declaratory relief including those claims asserted or which could have been asserted in the Action (collectively, the "Settled Claims"). For avoidance of doubt, Settled Claims include and 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 time through and including the Effective Date arising from or in any way related to the Class Members' occupancy of apartments at BRANFORD MANOR, or presence at BRANFORD MANOR.

9. All Bound Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, participating in as Class Members or otherwise, or receiving any benefits or other relief from any other lawsuit in any state, territorial or federal court, or any arbitration or administrative or regulatory or other proceeding in any jurisdiction, which asserts claims based on or in any way related to the Settled Claims, and the Court shall retain exclusive continuing jurisdiction to enforce said injunction.

10. Neither this Order, the Settlement Agreement, the fact of settlement, the

settlement proceedings, the settlement negotiations, nor any related document shall be construed as, or be deemed to be evidence of, an admission or concession on the part of the Representative Plaintiffs, Class Counsel, any Settlement Class Member, Defendants, or any other person. Further, other than in an action or proceeding to enforce, defend, or otherwise effectuate the terms of the Settlement Agreement and/or this Court's Orders, neither the Settlement, Settlement Agreement, nor any communications relating to the settlement negotiations may be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession of liability or wrongdoing of any nature, nor shall they be used as evidence or concession or admission that any person has or has not suffered any damage.

11. The Parties are instructed to advise the Court when the allocation of the Settlement Fund has been completed and all settlement awards have been paid to Qualifying Settlement Class Members. The Court retains jurisdiction over this Settlement to the extent necessary to implement, effectuate, and administer this Settlement and this Order.

IT IS SO ORDERED.

EXHIBIT G

Joint Media Advisory

*****MEDIA ADVISORY*****

Agreement Reached Over BRANFORD MANOR Housing Complex

Groton, [date] Residents and the owner of Groton’s Branford Manor housing complex have reached a settlement in an ongoing class action case. The settlement does not assign blame, wrongdoing, or liability.

The families who brought the case made multiple allegations concerning conditions at Branford Manor. The owner, an affiliate of the Related Companies, denied each of the allegations. The settlement provides that all of the residents of Branford Manor will have an opportunity to claim compensation from funds contributed by the owner.

Jeff Brodsky, Vice Chairman of the Related Companies issued this statement: “Throughout this process, the number one priority of all parties has been the health, safety, and well-being of Branford Manor residents. We have worked together to prioritize on-site work to ensure both remediation and root causes were thoroughly addressed, while providing substantial resources and programming for residents. We appreciate the hard work that went into reaching an acceptable settlement.”

“The residents of Branford Manor are well served by this settlement,” said Amity Arcscott and David N. Rosen, the plaintiffs’ attorneys. “The plaintiffs believe the settlement is fair and appreciate Related’s willingness to work in good faith to make it possible.”

EXHIBIT H

Form of Branford Manor Settlement Trust Agreement

BRANFORD MANOR SETTLEMENT TRUST

THIS IS A TRUST AGREEMENT dated this _____ day of _____, 2024 and approved as part of a class action settlement by Judge Pierson of the Waterbury Judicial District of the Connecticut Superior Court on _____ 2024; between Joane M. Olawale, Esq., of the Law Office of Joane M. Olawale, LLC, 58 Pennsylvania Avenue, Unit 453, Niantic, CT 06357, acting herein as the GUARDIAN-AD-LITEM on behalf of all minor, incapacitated or disabled, or deceased CLASS MEMBERS (described herein in the first person and sometimes referred to as the "Settlor") and Ellin M. Grenger, Esq. as Trustee (the "Trustee").

WHEREAS, Class Members have received a settlement in the matter of Connecticut Superior Court case docket number UWY-CV-22—6068623-S, *Harris, Latasha Et Al. v. The Related Companies, Inc. Et Al*; and

WHEREAS, the Superior Court, Pierson, J., has determined that it is in the best interests of minor, incapacitated, disabled and deceased Class Members to administer the settlement proceeds of any minor, incapacitated, disabled, and deceased CLASS MEMBERS pursuant to the terms of this trust agreement for reasons of administrative efficiency, minimization of costs, maximization of benefits and flexibility for the Class Members; and

WHEREAS, the Trustee is willing to accept the trust hereby created and covenants to discharge faithfully the duties of a Trustee hereunder;

NOW, THEREFORE, the Connecticut Superior Court hereby approves the transfer of the settlement proceeds of all minor, incapacitated, disabled and deceased Class Members to the Trustee, IN TRUST, subject to the jurisdiction of the [INSERT JURISDICTION] Probate Court pursuant to C.G.S § 45a-175, and the Trustee hereby agrees to accept the trust property and to hold, manage and distribute the property under the terms of this Agreement.

ARTICLE I Trust Allocation

A. **Division into Shares.** Upon initial receipt of the Settlement funds from the Settlement Administrator on behalf of each minor, incapacitated or disabled, or deceased Class Member, including subsequent receipts based on redistribution shares and enhanced settlement benefits, the Trustee shall divide, allocate and distribute the trust proceeds as follows:

1. The Settlement Administrator shall provide a list of each minor, incapacitated,

disabled, or deceased Class Member, and the amount of that Class Member's initial payment distribution, as well as the amount of any subsequent enhanced payment distribution and final base payment distribution.

2. The Trustee shall promptly divide the receipts into separate shares for each such Class Member as provided in Paragraph B below, and as reasonably feasible, shall attempt to learn information relevant to the administration of this trust concerning each Class Member whose shares have been assigned by the Settlement Administrator to this settlement trust.

B. Allocation and Distribution of Shares into Respective Trusts. The Trustee shall thereafter allocate the share of each Class Member, based on the information received from the Settlement Administrator and any additional information received by the Trustee, to the appropriate trust under this instrument in the discretion of the trustee based on the individual circumstances of each Class Member as best known to the Trustee. The Trustee shall retain the ability to re-allocate shares from any trust hereunder to a more appropriate trust based on additional information received or changed circumstances, with the exception of shares allocated to the Special Needs Trust in Article III, which once allocated to that sub-trust, must be administered according to the provisions of Article III and may not be allocated to any other sub-trust herein until the death of the Class Member or the exhaustion of that Class Member's individual trust.

1. The share of any Minor Class Member shall be allocated and distributed to a separate share of the Minor's Trust under Article II hereof and shall be held as a separate share to be disposed of under the terms of the Minors' Trust under this Agreement. Each minor Class Member shall be the Beneficiary of his or her separate share of the Minor's Trust.

2. In the discretion of the Trustee, based on information from the Settlement Administrator and such other information as the Trustee may reasonably acquire, the share of any Class Member whose continued eligibility for Supplemental Security Income (SSI) or Medicaid (Title 19) benefits is contingent on the Class Member utilizing a trust pursuant to 42 U.S.C. Sec. 1396p (d)(4)(A) to hold the Class Member's settlement benefits may be allocated and distributed to the Special Needs Trusts under Article III hereof and shall be held as a separate trust to be administered under the terms of the Special Needs Trust under this Agreement. Each such Class Member shall be the Beneficiary of his or her own separate Special Needs Trust.

3. In the discretion of the Trustee, based on information from the Settlement Administrator and such other information as the Trustee may reasonably acquire, the share of any incapacitated Class Member not needing the provisions of the Article III Special Needs Trust to maintain eligibility for Supplemental Security Income (SSI) or Medicaid (Title 19) may be allocated to the Discretionary Needs Trust under Article IV hereof and shall be held as a separate share to be administered under the terms of the Discretionary Needs Trust under this Agreement. Each such Class Member shall be the Beneficiary of his or her separate share of the Discretionary Needs Trust.

4. The share of any deceased Class Member shall be allocated to the Trust for Deceased Class Members for distribution pursuant to Article V hereof.

ARTICLE II

Minors' Trust

Property that is allocated by the Trustee to the Minors' Trust shall be held under this Article and all references to the "Minor's Trust" or the "Minors' Trusts" shall be to the shares of the trust created and held under this Article, and each Class Member who is a minor at the time of the settlement shall be the "Beneficiary" of his or her own separate share of the Minor's Trust.

A. Definition of Beneficiary. For purposes of this Article, the term "Beneficiary" shall mean the Class Member under the age of eighteen (18) years at the inception of this trust for whose benefit the property was directed to be held in a Minor's Trust Share hereunder.

B. During the Beneficiary's Life. The following provisions shall apply during the Beneficiary's life, until withdrawal or distribution of all trust proceeds from the Beneficiary's share:

1. The Trustee shall pay to or distribute for the benefit of the Beneficiary as much of the net income of and principal of the Beneficiary's share of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select for the Beneficiary's health, education, maintenance or support in his or her accustomed manner of living. The Trustee shall give special consideration to the health, education and current needs of the Beneficiary.

2. The Trustee may, but shall not be required to, distribute to or for the benefit of the Beneficiary as much of the Beneficiary's share of the Minor's Trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for any purpose in the best interests of the Beneficiary.

3. Any net income not so distributed shall be accumulated and annually added to the principal of each Minor's share.

4. Without limiting the Trustee's discretion, the Trustee may consider the current needs of the Beneficiary as more important than preserving funds until the age of majority; and shall consider the needs of the Beneficiary as more important than those of any remainder beneficiaries of the Minor's share.

5. The Beneficiary may withdraw the principal of the Beneficiary's share of the trust, including the right to receive future payments from a structured settlement or other source of future payment, at any time after the Beneficiary has attained the age of eighteen (18) years by notice in writing to the Trustee.

6. The parent or legal guardian of the person of the Beneficiary may withdraw the principal of the Beneficiary's share prior to the minor Beneficiary attaining the age of eighteen years if the individual Beneficiary's Base Payment award or Enhanced Payment award as Class Member, is less than \$10,000 as certified by the Settlement Administrator and communicated to the Trustee.

C. Facility of Payment. The Trustee shall not distribute any portion of the Trust, or any income attributable thereto, that is subject to withdrawal by the Beneficiary to anyone other than the Beneficiary, other than as provided below or in Paragraph D regarding withdrawal.

1. The Trustee may, in the Trustee's sole discretion, distribute the property to a custodian or successor custodian under any state's version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Trustee. The Trustee may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-one (21) years of age if that is permitted, and may designate successor custodians.

2. The Trustee may, in the Trustee's sole discretion, distribute the property to a custodian or manager of a Section 529 College Savings account under the laws of the State of Connecticut or under the laws of any other state as the Trustee may select; provided such account shall be for the sole benefit of the Beneficiary.

3. The Trustee may distribute all or a part of the property to a Guardian of the Minor's estate if one has been so appointed.

4. The Trustee may, in the Trustee's sole discretion, distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity.

5. During any period that the Beneficiary of a trust under this Article is disabled and eligible to receive or is receiving any Government Benefits as defined below, the Trustee may make distribution to an ABL account established in the name of and for the sole benefit of the disabled minor Beneficiary. The Trustee may establish such an account in the Trustee's sole discretion for the benefit of such minor, disabled Beneficiary, and may select the manager of such account on behalf of the Beneficiary.

6. The Trustee shall be free from any responsibility for the subsequent disposition of property following the disposition of such property by the Trustee in one of the ways specified in this Paragraph C.

D. Withdrawals from Minor's Trust.

1. The Beneficiary may withdraw the principal of the Beneficiary's share of the Minor's Trust, including the right to receive future payments from a structured settlement or other source of future payment, at any time after the Beneficiary has attained the age of eighteen (18) years by notice in writing to the Trustee.

2. The parent or legal guardian of the Beneficiary may withdraw the principal of the Beneficiary's share of the Minor's Trust prior to the minor Beneficiary attaining the age of eighteen years by notice in writing to the Trustee if the individual Beneficiary's Base Payment or Enhanced Payment award as Class Member, is \$10,000 or less as certified by the Settlement Administrator to the Trustee. The Trustee shall be free from any responsibility for the subsequent disposition of property following the withdrawal by a parent or guardian pursuant to this paragraph.

E. Upon the Beneficiary's Death if Trust Property Not Withdrawn. Upon the Beneficiary's death prior to the Beneficiary withdrawing all of the funds in his or her trust share, the property then held in the Beneficiary's trust share shall be:

1. distributed to such one or more persons (other than the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors or the creditors of the Beneficiary's estate) on such terms as the Beneficiary may appoint by a Will specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective;

2. distributed as a share to be administered according to the terms of Article V, the trust for deceased Class Members.

F. Termination of Trust. This trust shall terminate upon the distribution or withdrawal of the trust corpus for the benefit of all Beneficiaries of this Minor's Trust or sooner by order of the New Haven Probate Court.

ARTICLE III

Special Needs Trust

Any property disposed of hereunder that is allocated by the Trustee to a Special Needs Trust shall be administered as a separate trust pursuant to the terms of this Article III for the sole benefit of each such Class Member, who shall be the Beneficiary of his or her Special Needs Trust. This trust has been established by court order and each Trust Beneficiary must be under the age of 65 years at the time of the inception of this trust. Such trusts shall be administered as follows:

A. Definition of Beneficiary. For the purpose of this Article, the term "Beneficiary" shall mean any Class Member whose continued eligibility for Supplemental Security Income (SSI) or Medicaid (Title 19) benefits is contingent on the Class Member utilizing a trust pursuant to 42 U.S.C. Sec. 1396p (d)(4)(A) to hold the Class Member's settlement benefits.

B. Material purpose; Intent. The material and primary purpose of each discretionary trust is to provide for the unmet needs, supplemental care, supplemental welfare and sole benefit of each Beneficiary, who is under the age of 65 and disabled as is defined in Sec. 1614(a)(3) of the Social Security Act 42 United States Code Sec. 1382(c)(a)(3), taking into account the assistance the Beneficiary is eligible to receive from all lawful sources. It is the intent in establishing these trusts that they shall comply in all relevant respects with the pertinent

provisions of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93), as that act amends the Social Security Act, 42 U.S.C. Sec 1396p(d)(4)(A) (Medicaid), and with the provisions of 42 U.S.C. Sec. 1382, Supplemental Security Income for the Disabled (SSI), so that the creation and funding of the trust shall not affect the Beneficiary's eligibility for assistance for these programs, and transfers to it shall not subject the Beneficiary to a period of ineligibility for assistance from the above referenced governmental benefit programs.

C. Use of Income and Principal; Discretionary Distributions. The Trustee shall hold, manage, and control the property of each trust and collect the interest, dividends, and other income therefrom (hereinafter referred to as income) and after deducting all proper charges and expenses, may apply all, any, part or none of the annual net income and the principal to or for the benefit of the Beneficiary as the Trustee, in the Trustee's sole and absolute discretion, shall determine appropriate based on the purpose of this trust to provide the greatest non-disqualifying benefit possible to the Beneficiary and based on the best judgment of the Trustee. Any income not so expended shall be accumulated and added to trust principal at least annually.

D. Supplemental Needs. In the event that the Beneficiary, or the legal representative of the Beneficiary, acting on his or her behalf, shall apply for and receive benefits provided by insurance, federal law, including Medicaid and Supplemental Security Income, or their successor equivalent assistance programs to which the Beneficiary may become entitled, the Trustee shall consider the effect of any distribution on the Beneficiary's eligibility for benefits and shall supplement, not reduce or replace, such benefits that he or she is otherwise legally eligible to receive. Any such distributions by the Trustees shall not be of such amounts as to preclude such benefits, if without those benefits, the Beneficiary's future well-being, in the sole discretion of the Trustee, would be materially prejudiced.

E. No Reduction in Benefits. The Settlor recognizes that the Beneficiary may require medical care, institutional or other assistance and that the resulting expenses, if paid by the trust, could exhaust the trust property leaving no funds for the Beneficiary's continuing benefit or for the remainder beneficiaries of the trust. The nature and extent of the distributions for the benefit of the Beneficiary may vary from time to time. Any income not so expended shall be accumulated and added to trust principal at least annually. The Trustee is therefore authorized, in the Trustee's sole and absolute discretion, to:

1. decline to make any distributions of trust property, or
2. decline to provide for the Beneficiary's minimum basic or general support, while making distributions to be used solely to enhance the Beneficiary's comfort in ways excluded from the scope of minimum basic or general support, regardless of whether or not such minimum basic or general support is then available or being provided to the Beneficiary, or
3. expend trust property, including but not limited to improving the living circumstances of Beneficiary due to his or her disability, including making renovations to the Beneficiary's place of residence; purchasing adaptive equipment for the Beneficiary including adaptive transportation; paying for supplemental medical insurance premiums; providing advocacy services for the Beneficiary to secure benefits for which the Beneficiary may be eligible and assessing the Beneficiary's circumstances

and needs; and, in general, expending trust funds to meet the material and primary purpose of the trust, all in the sole discretion of the Trustee.

F. Trustee's Additional Discretion. Notwithstanding the above provisions, the Trustee may make distributions to meet the Beneficiary's need for food, shelter, health care, or other personal needs, even if those distributions will impair or diminish the Beneficiary's receipt or eligibility for government benefits or assistance only if the Trustee determines that the distributions will better meet the Beneficiary's needs and it is in the Beneficiary's best interests, notwithstanding the consequent effect of the Beneficiary's eligibility for or receipt of benefits. However, if the mere existence of this authority to make distributions will result in a reduction or loss of the Beneficiary's entitlement program benefits, regardless of whether the Trustee actually exercises this discretion, then this paragraph shall be null and void and the Trustee's authority to make these distributions shall terminate and the Trustee's authority to make distributions shall be limited to purchasing supplemental goods and services in a manner that will not adversely affect the Beneficiary's government benefits.

G. Consultation. The Trustee may consult directly with the Beneficiary, the family of the Beneficiary; or the guardian or conservator of the person or estate of the Beneficiary, if any; or the representative payee of the Beneficiary; and any of the persons, friends, relatives, or agencies that serve the Beneficiary; in determining the manner and amount of distributions of the Trust to be paid to or for the Beneficiary's benefit or to be accumulated and added to principal.

H. Facility of Payment. Payment of any amount of Trust income or principal shall be made in one or more of the following ways:

1. By payment to any agent under a power of attorney or to a legally appointed guardian or conservator of the Beneficiary; or
2. By payment to any person who, in the Trustee's opinion, is then taking responsibility for the regular payment of the Beneficiary's living expenses; or
3. By payment directly to the seller or provider of such property, goods, or services for the benefit of the Beneficiary.
4. By payment to an ABLE account established in the name of and for the sole benefit of the Beneficiary.

I. Death of Beneficiary; Repayment. Upon the death of the Beneficiary, each Special Needs Trust shall terminate and the Trustee shall first distribute to the State of Connecticut or to any other state which has provided assistance under subchapter XIX of Title 42 of the United States Code to the Beneficiary, such amount up to an amount equal to the total medical assistance paid on behalf of the Beneficiary in the manner required by OBRA 1993, 42 U.S.C Section 1396 p (d)(4)(A), provided such amount has not previously been paid to such state. Should the property remaining in the trust be inadequate to compensate each state fully for the medical assistance rendered to the Beneficiary, the remaining property shall be distributed to each State on a pro rata basis based on the percentages that each state's Medicaid payments on

behalf of the Beneficiary represents to the total Medicaid benefits received by the Beneficiary during his or her lifetime. To the extent that any trust funds remain, after satisfaction of the foregoing payment obligation for such reimbursement for Medicaid, the Trustee shall pay to the State of Connecticut (or other States) an amount equal to any unpaid public assistance from reimbursable programs provided by the State of Connecticut (or other States) for aid, care, treatment, or support of the Beneficiary if such amounts were not previously paid or reimbursed and if the State of Connecticut (or other States) would have a valid claim against the Beneficiary's estate for such amounts, regardless of whether or not a decedent's estate is open or pending.

J. Termination. Upon the death of the Beneficiary, and after repayment is made pursuant to Article I above, any balance of the trust remaining for that Beneficiary shall be distributed as follows:

1. After compliance with the payback provisions set forth in Paragraph I, to the extent Trust funds remain available, the Trustee shall pay over any amounts that the Beneficiary, by Will duly admitted to probate, shall have appointed upon any term and conditions so designated. No exercise of this power of appointment shall be effective unless it shall make specific reference to this provision.

2. If the Beneficiary shall not have effectively exercised this power of appointment as to all of the appointable property of the trust, the Trustee shall distribute the unappointed trust property to the trust for deceased class members pursuant to Article V hereof

K. Limited Power to Amend. The Trustee shall be entitled to amend this Trust only to the extent necessary to establish, maintain or protect the eligibility of the Beneficiary for Medicaid and/or Supplemental Security Income (SSI) during the life of the Beneficiary, and only to the extent allowed by law, to establish or maintain the Beneficiary's eligibility for non-Medicaid and/or non SSI benefit programs that may provide assistance to disabled persons. This includes amending this Trust in order to conform the Trust to current federal or state law. Any expenses in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust. No Trustee shall be liable for any loss of Trust assets by reason of the exercise or failure to exercise the authority under this paragraph.

L. Restriction on Amendment. Notwithstanding any provisions of this Agreement to the contrary, the Trustees shall have no authority to amend this Trust Agreement so as to limit or extinguish the rights of the State of Connecticut (or any other State) to receive, upon the termination of this trust, an amount equal to the total Medicaid assistance paid to or on behalf of the Beneficiary under the State's plan under Title XIX of the Social Security Act (to the extent of Trust funds remaining upon termination) as provided in Paragraph I hereof, or the rights of the State of Connecticut to receive payment for other reimbursable state claims as a result of the death of the Beneficiary, to the extent of unpaid trust net income and trust principal remaining at that time.

ARTICLE IV Discretionary Needs Trust

Any property that is allocated by the Trustee to a Discretionary Needs Trust for the benefit of an incapacitated Class Member shall be allocated to the shares of the trust created and held under the provisions of this Article, and each Class Member whose share is allocated to this trust at the time of the settlement or re-allocated thereafter shall be the "Beneficiary" of his or her own separate share of the Discretionary Needs Trust.

A. Definition of Beneficiary. For purposes of this Article, the term "Beneficiary" shall mean any adult Class Member who is incapacitated but who does not require a trust established pursuant to 42 U.S.C. Sec. 1396p (d)(4)(A) to hold the Class Member's settlement benefits in order to preserve the Class Member's eligibility for government benefit programs such as Supplemental Security Income (SSI) or Medicaid, and for whose benefit the property is directed to be held in a Discretionary Needs Trust Share hereunder.

B. Material Purpose; Intent. It is the purpose of this trust that the assets of each share of the trust be used to supplement and not supplant, impair or diminish, any benefits or assistance of any Federal, state, county, city, or other governmental entity for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving. Consistent with that intent, before expending any amounts from net income and/or principal of the Beneficiary's share of this trust, the Trustee may consider the availability of all benefits from government or private assistance programs for which the Beneficiary may be eligible and that, where appropriate and to the extent possible, the Trustee may endeavor to maximize the collection of such benefits and to facilitate the distribution of such benefits for the benefit of the Beneficiary.

C. No Reduction of Benefits. Subject to the provisions of the paragraph entitled Discretionary Distributions, none of the income or principal of these trust shares shall be applied in such a manner as to supplant, impair or diminish benefits or assistance of any Federal, state, county, city, or other governmental entity for which the Beneficiary may otherwise be eligible or which the Beneficiary may be receiving.

D. No Revocation or Assignment. The Beneficiary does not have, and shall not be deemed to have, the legal authority or power: (i) to revoke or terminate the trust, or (ii) to compel or direct the use or distribution of the trust assets. Additionally, the Beneficiary cannot assign, encumber or sell the Beneficiary's beneficial interest in the trust.

E. Discretionary Distributions. The trust income and principal of each Beneficiary's share may, in the sole discretion of the Trustee, be used to provide the Beneficiary with extra and supplemental care, maintenance, support and education and will not be made available to provide primary support for the Beneficiary, including, but not limited to, basic food, shelter or health care. The Trustee is authorized to make trust distributions to or on the Beneficiary's behalf in such a manner that the Beneficiary's life will be enriched and made more enjoyable consistent with the size of the Beneficiary's share of the trust and the Beneficiary's needs and abilities. The Trustee is authorized to expend the trust property to obtain more sophisticated and/or extensive medical and/or dental treatment than may otherwise be available to the Beneficiary and to seek

private rehabilitative and/or educational training. The Trustee shall exercise the discretionary powers conferred in this Article in such a manner as will provide flexibility in the administration of the trust, and, in exercising such powers, the decision of the Trustee shall be conclusive as to the advisability of any distribution of income and/or principal, and as to the person or persons to or for whom such distribution is to be made.

F. Facility of Payment. Payment of any amount of Trust income or principal from each Beneficiary's trust share shall be made in one or more of the following ways:

1. By payment to any agent under a power of attorney or to a legally appointed guardian or conservator of the Beneficiary; or
2. By payment to any person who in the Trustee's opinion is then taking responsibility for the regular payment of the Beneficiary's living expenses; or
3. By payment directly to the seller or provider of such property, goods, or services for the benefit of the Beneficiary.
4. By payment to an ABLE account established in the name of and for the benefit of the Beneficiary if the Beneficiary has qualified for an ABLE account.

G. Limited Power to Amend. The Trustee may, by an instrument in writing and subject to the approval of the court having jurisdiction over this Trust, amend this Trust in any manner required to protect the Beneficiary's eligibility for public benefits or assistance, or to meet any of my intentions or objectives set forth in this Trust. This includes amending this Trust in order to conform the Trust to current federal or state law. No amendment under this paragraph may increase the class of beneficiaries. Any expenses in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust. No Trustee shall be liable for any loss of Trust assets by reason of the exercise or failure to exercise the authority under this paragraph.

H. Death of Beneficiary. Upon the death of the Beneficiary, the Trustee shall pay over and distribute the principal and undistributed income of such trust share as follows:

1. Distributed to such one or more persons (other than the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors or the creditors of the Beneficiary's estate) on such terms as the Beneficiary may appoint by a Will specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective;
2. Distributed as a share to be administered according to the terms of Article V, the trust for deceased Class Members.

I. Termination. This trust shall terminate upon the distribution or withdrawal of the trust corpus for the benefit of all Beneficiaries of the Discretionary Needs Trust or sooner by order of the New Haven Probate Court.

ARTICLE V
Trust for Deceased Class Members

A. The share of any deceased Class Member, as evidenced by the Settlement Administrator at the time of Settlement, or evidenced by an original death certificate subsequent to that date, shall be allocated to this share. In addition, the balance of a share held under the Article II Minor's Trust upon the death of the Class Member Beneficiary prior to complete withdrawal or distribution; the balance of a trust under the Article III Special Needs Trust upon the death of a Class Member Beneficiary after repayment to the State or States but before complete distribution; and the balance of the share held under the Article IV Discretionary Needs Trust prior to complete distribution shall be administered by the Trustee pursuant to this Article V and the remaining share of any such deceased Class Members shall be distributed in the following manner:

1. **Testate share.** If the deceased Class Member had a will at the time of his or her death which has been admitted to probate on or before the receipt of the share by the Trustee, the Trustee shall pay over and distribute the share of the deceased Class Member to the Executor of his or her estate. If the Trustee has been informed by the deceased Class Member's family or proposed executor that such admission of a will to probate is in process, the Trustee shall either:

a. Wait a reasonable period of time until such process has commenced, and then turn the share of the deceased Class Member to the duly appointed fiduciary; or

b. File a petition in probate court to commence the opening of a decedent's estate or, if appropriate, file a motion for instructions with the court, or take other such action in the court as the Trustee determines appropriate under the circumstances in the discretion of the Trustee.

2. **Intestate share.** If the deceased Class Member did not have a will at the time of his or her death but the Class Member's estate has been opened as an intestate estate and an administrator appointed on or before the receipt of the share by the Trustee, the Trustee shall pay over and distribute the share of the deceased Class Member to the Administrator of the Class Member's estate. If the Trustee has been informed by the deceased Class Member's family or proposed administrator that such an action is in process, the Trustee shall either:

a. wait a reasonable period of time until such process has commenced, and then turn the share of the deceased Class Member to the duly appointed fiduciary; or

b. file a petition in probate court to commence the opening of a decedent's estate or, if appropriate, file a motion for instructions with the court, or take such other action in the court as the Trustee determines appropriate under the circumstances in the discretion of the Trustee.

3. **Small estate share.** If the deceased Class Member's estate is unlikely to result in the opening of a testate or intestate estate proceedings in the probate court, the Trustee may, in his or her sole discretion, based on the facts and circumstances reasonably known to the Trustee:

a. Ascertain the Class Member's heirs at law and prepare and file short form probate proceedings on behalf of the deceased Class Member for the Class Member's allocated share of the settlement; or

b. Take such other steps in the probate process to ensure proper distribution of the funds of the deceased Class Member, including filing one or more motions for instructions to the probate court having jurisdiction of the deceased Class Member's estate as the Trustee determines appropriate in the discretion of the Trustee.

ARTICLE VI

Spendthrift Provision

A. No Assignment. Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a Beneficiary's liabilities or creditor claims, assignment or anticipation. Notwithstanding the foregoing, no provision of this Article shall prevent the appointment of an interest in a trust through the exercise of a power of appointment.

B. Protection from Creditors. If the Trustee shall determine that a Beneficiary would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the Beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the Beneficiary. This direction is intended to enable the Trustee to give the Beneficiary the maximum possible benefit and enjoyment of all the trust income and principal to which the Beneficiary is entitled.

C. Protection from Marital Claims. All benefits granted to a Beneficiary under this instrument shall be the separate and individual property of such Beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such Beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a Beneficiary hereunder shall also be free of any interference from, or control or marital power of, his or her spouse. For purposes of this paragraph, the term "benefits" shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any Beneficiary but also to trust property allocated to a trust in which the Beneficiary possesses an interest hereunder.

D. Limitation of Court's Authority. No court shall have the authority or discretion to direct that there be a distribution or allowance from principal to any income Beneficiary hereunder notwithstanding any applicable state statute.

ARTICLE VII

Payments to Incapacitated Persons

Whenever property becomes distributable under any of the Trusts under this instrument to a person whom the Trustee reasonably and in good faith shall determine is experiencing substantial difficulty in managing financial matters and that such difficulty is not expected to be

short-term (described herein as "an Incapacitated Person" regardless of whether a court of competent jurisdiction has determined such person to be incompetent and regardless of whether a guardian, conservator or other legal representative has been appointed for such person), the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article.

A. Distribution to Trust. The Trustee may hold the property in a separate trust for the Incapacitated Person until the Incapacitated Person is no longer incapacitated as defined above. The Trustee may distribute to the Incapacitated Person as much of the net income and/or principal of the trust as the Trustee may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Incapacitated Person is no longer incapacitated, the Trustee shall distribute the property to the formerly Incapacitated Person. If the Incapacitated Person dies before the property is distributed to him or her, then upon the Incapacitated Person's death, the Trustee shall distribute the property to the Executor of the Incapacitated Person.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Incapacitated Person, but in a manner so that the property then vests in the Incapacitated Person, and the Trustee, in managing the property for the Incapacitated Person, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Incapacitated Person) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of Incapacitated Person's Property. The Trustee may distribute the property to a Guardian of the Incapacitated Person's estate.

D. Distribution to Incapacitated Person's Spouse or Parent. The Trustee may distribute the property to a spouse or parent of the Incapacitated Person even if the spouse or parent does not assume any formal fiduciary capacity concerning the property.

E. Exoneration of Fiduciary for Distributions for Incapacitated Person. The Trustee shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

ARTICLE VIII

Irrevocability and Amendments

This Agreement shall be irrevocable. The Trustee or the Guardian-ad-Litem may, by petition to the probate court and subject to the court's approval, amend this Trust Agreement in any manner required to protect a Class Member or Beneficiary's eligibility for public benefits or assistance, including Medicaid or SSI, or to meet any of the objectives and purposes set forth in this Trust. This includes amending the Trust in order to conform the Trust to current federal or state law. No amendments under this paragraph may increase the class of beneficiaries. Any expenses in this regard, including reasonable attorneys' fees, shall be a proper charge to the Trust. No Trustee shall be liable for any loss of Trust assets by reason of the exercise or failure to

exercise the authority under this paragraph. Notwithstanding the foregoing, the terms of any Special Needs Trusts shall be subject to the Limited Power to Amend and the Restrictions on Amendment set forth in Paragraphs K and L of Article III hereof.

ARTICLE IX

Outright Transfers if Trust Already Terminated in Whole or Part

Where property is directed under this Agreement to be held in trust and the time for termination of such trust has been reached, then the property shall not pass in trust but rather shall pass as the remainder of such trust is directed to be transferred at the time for termination of such trust. In addition, if property is directed under this Agreement to be distributed to a trust, the terms of which direct a partial distribution of the assets of the trust upon the occurrence of a specified date or event (referred to in this Article as the "Distribution Event"), and the Distribution Event has occurred, the portion of such property subject to partial distribution shall not pass in trust but shall instead pass as such property is directed to pass upon the occurrence of the Distribution Event.

ARTICLE X

Trustees

A. Appointment of Trustee. ELLIN M. GRENGER is appointed to serve as Trustee of all trusts established hereunder.

B. Successor Trustees. The Trustee (the "appointing Trustee"), in consultation with the Trust Protector, may appoint one or more successor **Trustees**, subject to the approval of the New Haven Probate Court, in accordance with this paragraph:

1. If only one trustee is serving hereunder and if no successor trustee has been named or identified herein or has been otherwise named pursuant to the provisions hereof, such trustee may in consultation with the Trust Protector, appoint a successor trustee, subject to court approval, to serve when the appointing trustee fails or ceases to serve as trustee.

2. Any appointment of a successor Trustee shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving and to the New Haven Probate Court for its review.

C. Trustee Exclusions. No Beneficiary of any trust hereunder shall ever serve as Trustee under this Agreement.

D. Filling Trustee Vacancies. If there is neither an effectual appointment of a successor Trustee nor any effectual provision otherwise hereunder for the appointment of a successor Trustee, the New Haven Probate Court shall have the right to appoint an individual or, a corporation or other entity with fiduciary powers to replace the Trustee who is no longer serving whenever the office of Trustee becomes vacant.

E. Appointment of Trust Protector. Joane M. Olawale, Esq., the guardian-ad-litem, is appointed to serve as Trust Protector hereunder. The Trust Protector may be one or more individuals, corporations or other entities. Multiple Trust Protectors shall act by majority.

F. Trust Protector Provisions.

1. Anyone serving as Trust Protector may resign by acknowledged instrument delivered to the Trustee then acting hereunder.

2. A Trust Protector may appoint, subject to the approval of the New Haven Probate Court, a successor Trust Protector, who shall also serve as Guardian-ad-Litem for any minor, incapacitated, disabled or deceased Class Members.

3. Each Trust Protector acting hereunder shall be treated as acting under a fiduciary duty on behalf of Class Members, and must, in all events, act in good faith.

G. Trust Protector Powers. The Trust Protector shall have the following powers:

1. The power to recommend successor trustees; the power to recommend modification of this trust, or any part of this trust; and the power to petition the probate court regarding the administration of this trust, including the actions or inactions of the Trustee.

H. Compensation of Trustees, Trust Protector and Their Advisors.

1. It is a material purpose of this trust to maximize efficiency and minimize administrative and legal costs to the extent practicable and reasonable. Each trustee appointed to serve hereunder, as a condition of appointment, shall execute a Schedule of Compensation and shall agree to accept such specified rates and amounts as compensation for serving as trustee hereunder unless modified by the [INSERT Jurisdiction] Probate Court. The Trustee shall attempt to hire legal counsel when necessary whose rates fall within the compensation specified in the Schedule. The Trust Protector shall not be entitled to compensation under this Trust Agreement but rather shall be compensated through his role as Guardian-ad-Litem as provided in the Settlement Agreement.

2. All Trustee compensation and the compensation of counsel or other advisors for the Trustee shall be allocated first to income, until trust income is exhausted. Neither the Trustee nor the Trustee's advisors shall be eligible for compensation from trust principal without approval of the New Haven Probate Court.

**ARTICLE XI
Fiduciary Provisions**

A. General Provisions Regarding Changes in Fiduciaries.

1. To the extent not prohibited by applicable law, any Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Trustee complies with any applicable state law governing the resignation of the Trustee

that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Trustee and delivered to the New Haven Probate Court, and to any other fiduciary (and any Trust Protector) acting hereunder.

2. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee, which responsibility shall be restricted to the authority of the New Haven Probate Court. A successor Trustee may accept the account rendered and the property delivered to the successor Trustee by or on behalf of the predecessor Trustee as a full and complete discharge of the predecessor Trustee without incurring any liability or responsibility for so doing.

3. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall immediately surrender all records maintained by the Trustee with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee.

B. Special Trustee Liability Provision.

1. Because of the unique nature and purpose of this trust, individuals may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of any other Trustee or of a prior Trustee, and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any Trust Beneficiary or trust creditor, except for any claim or demand based on such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries.

2. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, provided the Trustee agrees to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph.

C. Accountings and Other Proceedings.

1. It is a material purpose of this trust to maximize efficiency, minimize administrative and legal costs and thereby to maximize the benefits of Class Members. Accordingly, the trusts hereunder shall be subject to the simplest probate administration and reporting as possible consistent with fairness and accountability, and shall be administered for

probate accounting purposes not as separate shares or separate trusts for each Class Member, but rather as four master trusts, consisting of one Minor's Trust with separate shares for each Class Member; one master Special Needs Trust with separate sub-trusts for each Class Member; one Discretionary Needs Trust with separate shares for each Class Member; and one Trust for Deceased Class Members with separate shares for each Class Member. For administrative efficiency, minimization of costs and maximization of benefits for the Class Members, the Trustee may provide accountings for those four master trusts to the court. The Trustee shall not be required to provide separate account proceedings for each individual Class Member Beneficiary's share unless specifically requested by that Class Member Beneficiary, his or her legal representative or the court. If so requested, the cost of any such separate accounting shall be borne by that Class Member Beneficiary's share of the trust. Instead, to the extent practicable, the trustee shall provide an accounting of the beneficial shares of Class Members as part of one combined accounting for the Minor's Trust; one combined accounting for the Special Needs Trusts; one combined accounting for the Discretionary Needs Trust; and one combined accounting for the Deceased Class Members Trust. The Trustee shall account for the multiple beneficiaries' individual shares within that category of trust to which the Class Member's share has been allocated. Any trust inventory or other related report shall be provided in the same manner, except as may otherwise be required by applicable state or federal law. The Trustee shall take such action for the settlement or approval of the four trust accounts at such times and in such manner as the New Haven Probate Court and the Trustee may determine. The Trustee shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians-ad-litem, out of the income of the trusts, and to the extent approved by the court, out of trust principal, but an important purpose of this trust agreement is to streamline administrative proceedings for efficiency and thereby to maximize the benefit to each Class Member.

2. In any proceeding relating to a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to nonjudicial settlements, releases, and exonerations.

D. Additional General Provisions Regarding Fiduciaries.

1. Under this Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, the separate trusts may, but need not, have the same investments and may, but need not, follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

2. Except to the extent, if any, specifically provided otherwise in this Agreement, references to the Trustee shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustee and, if two Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Trustees are eligible to act on a given matter, they shall act by majority. In no event shall any Trustee hereunder be liable for any matter with

respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments).

3. The Trustee shall be entitled to reimbursement for any out-of-pocket expenditures made or incurred in the proper administration of the trusts under this Agreement or in furtherance of his or her fiduciary duties and obligations.

4. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or any Beneficiary.

5. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation. The Trustee shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification and may invest in a conservative manner; and any such duty of diversification is hereby waived.

6. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay fees for such services to such Trustee or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any Beneficiary, whether or not there is a Trustee to approve such payment, if permitted by applicable state law, provided that such compensation is consistent with the compensation for the Trustee, Trust Protector and any necessary advisors as set forth in Article X, Paragraph H, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Trustee who also renders professional services shall receive compensation for both services as a Trustee and the professional services rendered, as provided in Article X, Paragraph H.

7. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

8. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

E. **Waiver of Bond.** No Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE XII

Governing Law and Trustee Powers

The interpretation and operation of the trust shall be governed by the laws of the State of Connecticut. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement, by common law, or by the Connecticut Uniform Trust Code as set

forth in Section 45a-499nnn or other statute of the State of Connecticut or any other jurisdiction whose law applies to the trust. The Trustee may also exercise, without limitation, all the basic powers contained in the Connecticut Fiduciary Powers Act, subdivisions (1) through (27) of Section 45a-234 of the Act, which are hereby incorporated into this Agreement. The Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property.

A. **Security Interests.** The Trustee may grant security interests and execute all instruments creating such interests upon such terms as the Trustee may deem advisable.

B. **Tax Elections and Allocations.** The Trustee may make all tax elections and allocations the Trustee may consider appropriate; provided, however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

C. **Investment Responsibility.** The Trustee may retain any property originally received by the Trustee and invest and reinvest in all forms of investment grade intangible personal property, whether inside or outside the United States, including, without limitation, common trust funds of a corporate Trustee, mutual funds and other forms of investment (which may but need not be managed by, advised by or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by the Trustee. It is anticipated that the Trustee and any investment advisor will focus on conservative investments to protect trust principal rather than trust growth.

D. **Compromise Claims or Debts.** The Trustee may compromise claims or debts and abandon or demolish any property which the Trustee shall determine to be of little or no value.

E. **Borrowings.** The Trustee may, with the approval of the New Haven Probate Court, borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds borrowed. No Trustee shall be personally liable for any such loan, and such loan shall be payable only out of assets of the trust.

F. **Sale or Exchange of Property.** The Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. The Trustee may give such warranties or indemnifications as the Trustee may deem advisable.

G. **Distributions in Cash or Kind.** The Trustee may, without the consent of any Beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the beneficiaries (including any trust) in such proportions, not necessarily pro rata, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to

which any distribution satisfies a sum or share. The decision of the Trustee in dividing any portion of the trust property between or among multiple beneficiaries shall be binding on all persons.

H. Application of Property. The Trustee may apply to the use or for the benefit of any individual, any property whether principal or income, that otherwise would or could be distributed directly

I. Hold Trusts as Combined Fund. The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

J. Consolidation of Trusts. The Trustee may merge, combine or consolidate any trust with another trust having the same beneficiaries (excluding contingent beneficiaries), the same Trustee, and substantially similar terms (whether or not under this Agreement) and administer the two as one trust under the terms of one of the trusts, provided that each portion of the merged, combined or consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came. Without in any way limiting the discretion of the Trustee granted by this paragraph, I envision that the Trustee will not elect to merge, combine, or consolidate two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

K. Division of Trusts. The Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, if there is a compelling reason to do so.

L. Reliance upon Advice. The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

M. Additions to Trust. The Trustee may accept or decline to accept additions from any source, but shall accept additions from the Settlement Administrator as part of the Settlement Agreement and the settlement process.

N. Custodian Employed. The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

ARTICLE XIII
Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Agreement:

A. **Spouse.** An individual's "spouse" is the person (if any) to whom that individual is married at any given time.

B. **Surviving Spouse.** The "surviving spouse" of an individual is the person (if any) who survives that individual and who is married to and living with that individual as a married couple at the time of his or her death.

C. **Descendants.** References in this Agreement to a person's "children," "grandchildren," and other "descendants" shall refer respectively to that person's children, grandchildren, and descendants, whenever born, including children in gestation at the time this Agreement is funded, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains eighteen (18) years of age (but not after attaining that age) shall be treated under this Agreement as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child's adoptive parent substitutes for the consenting parent under applicable state law.

D. **Minor and Adult.** Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question, except in cases when this Agreement has specifically defined "Minor" to mean a person under twenty-one (21) years of age.

E. **Code and Regulations.** References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" and "Regs." are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Agreement. A similar rule shall apply to references to the Regulations.

F. **Per Stirpes.** Property that is to be divided among an individual's surviving or then living descendants "per stirpes" or in "per stirpital shares" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then living descendants. A share allocated to a deceased child of the individual shall

be divided further among such deceased child's surviving or then living descendants in the same manner.

G. Executor and Administrator. Whenever herein a reference is made to an Executor or Administrator, such reference shall be to those serving as the fiduciary of that person's estate, whether the title Executor, Administrator or a different title applies to such person or persons under applicable state law.

H. Terms Relating to Special and Discretionary Needs Trusts. The technical terms contained in the Supplemental Needs Trust shall be defined as follows:

1. "Government Benefits" refers to any program funded with either local, state, or federal funds which is only available to individuals who meet certain means tested criteria, as a result of having attained a certain age or as a result of a Persistent Disability. This includes, but is not limited to, Medicaid programs, Medicaid waiver programs, and Supplemental Security Income (SSI). The term Government Benefits is not intended to include programs such as Social Security and Medicare but may include Section 8 housing programs. The Trustee shall, in the exercise of sole and absolute discretion, determine whether an individual is receiving or is eligible to receive Government Benefits, and may determine that an individual is eligible to receive Government Benefits regardless of whether the agency or agencies administering such Government Benefits has made a final determination as to such individual's eligibility.

2. "Developmental Disability" means a disability of a person which (a) originates before such person attains age twenty-two (22), (b) has continued or can be expected to continue indefinitely, and (c) results in a substantial impairment in the person's language ability, mobility, ability to learn, or ability to live independently. Such disability may be a result of cerebral palsy, epilepsy, neurological impairment, familial dysautonomia, Fragile X, autism, or any other intellectual disability or condition closely related to intellectual disability which results in similar impairment of general intellectual functioning or adaptive behavior.

3. "Mental Illness" means an affliction with a mental disease or mental condition that is manifested by a disorder or disturbance in behavior, feeling, thinking or judgment to such an extent that the person afflicted requires care, treatment and rehabilitation to live independently.

4. "Persistent Disability" means a Mental Illness, Developmental Disability, or other physical and mental impairment, which is expected to, or does, give rise to a long-term need for social services, specialized health or mental health services, services related to developmental disabilities, or

ARTICLE XIV

Savings Clause

Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Agreement be invalidated, impaired or affected thereby, but that this Agreement be construed as if such invalid

provision or direction had not been contained therein.

IN WITNESS WHEREOF, the Settlor and the Trustee have signed this Agreement, effective the day and year first above written and executed by each of us on the dates set forth below.

Dated: _____, 2024

In the presence of:

Signature of Witness

Print Name

Town/State

STATE OF CONNECTICUT COUNTY OF NEW HAVEN

_____ [INSERT], as
Guardian-ad-Litem and as Settlor

Signature of Witness Print Name Town/State

)
) ss:)

I HEREBY CERTIFY that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public or Commissioner of the Superior Court, personally appeared [INSERT], as Settlor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by [INSERT], as Settlor, for the purposes therein contained.

WITNESS my hand. Dated: _____, 2024

_____ Commissioner of the Superior Court/Notary
Public

Dated: _____, 2024 In the presence of:

Signature of Witness Print Name Town/State

STATE OF CONNECTICUT COUNTY OF NEW HAVEN

_____ [INSERT], Trustee

Signature of Witness Print Name Town/State

)
) ss:)

I HEREBY CERTIFY that on this _____ day of _____, 2024, before me, the subscriber, a Notary Public or Commissioner of the Superior Court, personally appeared [INSERT]., as Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by [INSERT], as Trustee, for the purposes therein contained.

WITNESS my hand. Dated: _____, 2024

_____ Commissioner of the Superior Court/Notary
Public

Branford Manor Settlement Trust Compensation and Expense Schedule

As provided in Article X, Paragraph H of the Branford Manor Settlement Trust Agreement, compensation for the Trustee, counsel for the Trustee, and other representatives of the Trustee from the firm [INSERT] shall be at the following hourly rates: [INSERT]. The Trustee may retain other persons and entities to assist in administration of the Trusts, but the total expenses for Trust administration, including investment management and all other services, shall not exceed \$100,000 without the authorization of the Probate Court.

_____ The Trustee, [INSERT].