

NOTICE

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
C.A. NO.1684-CV-03611-BLS2

MATTHEW PERLOW, on behalf of himself  
and others similarly situated,

Plaintiff,

v.

ABC FINANCIAL SERVICES, INC. and  
SEAS & ASSOCIATES, LLC,

Defendants.

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

WHEREAS, on September 4, 2018, this Court entered a Preliminary Approval Order, which preliminarily approved the class action settlement set forth in the Stipulation and Settlement Agreement dated July 25, 2018 (the "Settlement Agreement") between Plaintiff Matthew Perlow, individually and on behalf of the Settlement Class ("Plaintiff"), and Defendants ABC Financial Services, Inc. and Seas & Associates, LLC (collectively "Defendants"), and

WHEREAS, pursuant to the plan of Notice approved by the Court, the Settlement Class Members were notified of the terms of the proposed Settlement by e-mail or first-class mail and that at the Final Approval Hearing the Court would determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether judgment should enter dismissing this Action with prejudice; (3) whether Class Counsel's Fee

Application should be approved, and (4) whether the Service Award to Plaintiff should be approved;

WHEREAS, the Court finds that the plan of Notice described in the Settlement Agreement and approved by the Court in the Preliminary Approval Order constitutes the best practicable notice, and was fair, reasonable and adequate;

WHEREAS, the Court now finds that notice was given to the Settlement Class Members in the manner ordered by the Court; and

WHEREAS, on December 19, 2018, this Court held a Final Approval Hearing at which the Court considered all of the submissions presented to it with respect to the Settlement.

IT IS HEREBY ORDERED THAT:

1. For purposes of this Order and Judgment, the Court, now adopts all defined terms as set forth in the Settlement Agreement, which are incorporated herein by reference.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised herein and all Parties hereto, including the Settlement Class.
3. On December 13, 2018, Class Counsel filed with the Court an affidavit from the Settlement Administrator attesting to compliance with and completion of the plan of Notice set forth in the Settlement Agreement.
4. The Court finds that the plan of Notice as described in Paragraph 13 of the Settlement Agreement, including the use of email and first-class mail constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Settlement Class. The Court further finds the plan of Notice satisfied the requirements of G.L. c. 93A, §9, the Massachusetts Rules of Civil Procedure and the requirements of Due Process of the Constitution of the United States and the Commonwealth of Massachusetts and any other

applicable law, and that such plan provided due and sufficient notice to all persons entitled thereto.

5. The Settlement set forth in the Settlement Agreement is in all respects fair, reasonable, adequate and in the best interests of the Settlement Class. This Settlement was negotiated at arms'-length by experienced counsel who were fully informed of the legal and factual issues in this Action along with the assistance of mediator John Ryan. The Settlement is hereby approved.

6. The Parties, Class Counsel and Defense Counsel shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

7. On the Effective Date, the Releasing Parties shall be bound by the Settlement Agreement and shall have recourse exclusively to the benefits, rights and remedies provided thereunder. No other action, demand, suit or other claim may be pursued against the Released Parties with respect to the Released Claims by the Releasing Parties.

8. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Final Order and Judgment, shall have fully, and finally and forever released, relinquished and discharged the Released Parties from any and all of the Released Claims.

9. The Court hereby awards Class Counsel attorneys' fees, costs and expenses in the amount of \$ 600,000 to be paid from the Settlement Amount in accordance with the terms of the Settlement Agreement. The Court concludes that the Fee Award is fully justified by, among other things, the papers submitted in support of the Fee Application as well as the exceptional work performed by Class Counsel during the pendency of this Action, the fact that

they have to date received no compensation for that work or any reimbursement of any of the out of pocket expenses that they have made in support of the claims of the Plaintiff and the Settlement Class.

10. The Court hereby approves the payment of a Service Award in the amount of \$ 10,000 to Plaintiff Matthew Perlow to be paid out of the Settlement Amount as provided in the Settlement Agreement. The Court concludes this Service Award is justified in light of the time and effort spent by Plaintiff in the prosecution of this Action, including responding to discovery, conferring with Class Counsel and sitting for his deposition.

11. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

12. As stipulated between the parties, the Court hereby vacates its earlier final judgment of June 15, 2018, which was entered on the docket on June 20, 2018 (Paper No. 17). This Final Order and Judgment shall supersede and replace that prior final judgment.

13. This Final Order and Judgment shall be effective upon its entry. In the event that this Final Order and Judgment is reversed or vacated pursuant to an appeal or the Settlement Agreement is terminated pursuant to its terms, all orders and Releases delivered in connection herewith shall be null and void, and the Parties shall be returned to their status quo ante.

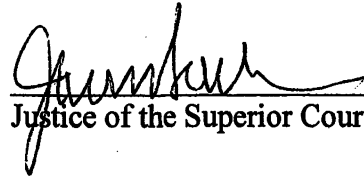
14. This Action is hereby dismissed in its entirety with prejudice. Except as otherwise provided in this Order, the Parties shall bear their own costs and attorneys' fees.

15. Without affecting the finality of the Order and Judgment hereby entered, the Court reserves jurisdiction over the construction, interpretation, consummation, implementation and enforcement of the Settlement Agreement, including jurisdiction to enter such further orders as may be necessary or appropriate.

16. The Clerk of the Court is expressly directed to enter this Final Order and Judgment pursuant to Rule 54 of the Massachusetts Rules of Civil Procedure.

IT IS HEREBY ORDERED.

Dated: 12/19, 2018

  
Justice of the Superior Court