

## SETTLEMENT AGREEMENT & MUTUAL RELEASE

This *Settlement Agreement and Mutual Release* (“Agreement” or “Settlement”) is made and entered into this 21<sup>st</sup> day of July 2023 (“Effective Date”), between and among each of Sheena Marandino, Sean Marandino, Nancy Carrigan, Claire Freda, Kelley Freda, Alice Hart, Robert F. Hart, Torre Mastroianni, and Congregation Beth Israel of Worcester, on behalf of themselves and as the representatives of the *Releasing Class* as that term is defined herein (collectively, the “Plaintiffs”), on the one hand; and Philadelphia Indemnity Insurance Company (“PIIC”), on the other hand. For ease of reference, each of Plaintiffs and PIIC are each individually a “Party” to this Agreement, and are sometimes collectively referred to as the “Parties.”

### RECITALS

**A.** Peterson’s Oil Service, Inc. (“Petersons Oil”) purchased three commercial package insurance policies from PIIC that, subject to all of their terms and conditions, provided certain commercial general liability insurance coverage. Those policies were No. PHPK1518311, which was in force from July 5, 2016, to July 5, 2017; No. PHPK1679071, which was in force from July 5, 2017, to July 5, 2018; and No. PHPK1847494, which was in force from July 5, 2018, to July 5, 2019. Collectively, these three insurance policies are referred to in this Agreement as the “Policies.”

**B.** Petersons Oil also purchased three commercial lines insurance policies from PIIC which, subject to all of their terms and conditions, provide certain umbrella liability insurance coverage. Those insurance policies were No. PHUB547378, which was in force from July 5, 2016, to July 5, 2017; No. PHUB591758, which was in force from July 5, 2017, to July 5, 2018; and No. PHUB637706, which was in force from July 5, 2018, to July 5, 2019. Collectively, these three policies are referred to in this Agreement as the “Umbrellas.”

**C.** Subject to the terms and conditions of the Policies and the Umbrellas, each of the Petersons Oil, Howard Wood Peterson, Jr., Kristen Peterson Halus, and Sharon Peterson qualifies as an “insured” under the Policies and, upon exhaustion of each of the Policies, the corresponding Umbrellas. Collectively, Petersons Oil and the three individuals are referred to in this Agreement as the “Insureds.”

**D.** The Insureds have each been named as defendants in a certain class-action complaint that was filed in the Trial Court of the Commonwealth of Massachusetts – Superior Court Department, styled *Sheena Marandino, Sean Marandino, Nancy Carrigan, Claire Freda, Kelley Freda, Alice Hart, Robert F. Hart, Torre Mastroianni, and Congregation Beth Israel of Worcester, on behalf of themselves and other similarly situated individuals v. Peterson’s Oil Service, Inc. d/b/a Cleghorn Oil by Peterson and d/b/a Peterson Oil, et al.*, Worcester County Docket No. 1985-CV-0792 (the “Underlying Litigation”).

**E.** Plaintiffs have amended the complaint in the Underlying Litigation multiple times, and the currently-operative complaint is the Fifth Amended Complaint (the “*Complaint*”). The Underlying Litigation is still pending.

**F.** Among other things, the *Complaint* alleges that Petersons Oil sold home heating oil that had been blended with high concentrations of biodiesel to the Plaintiffs and *Class* (as that term is defined herein), without disclosing that the fuel was anything other than traditional No. 2 heating oil. The *Complaint*, as amended, alleges that customers of Petersons Oil who burned the fuel that they received experienced damage to their oil storage tanks, heating systems, and other associated heating equipment. The *Complaint*, as amended, also seeks to recover economic damages, including the following claims for damages: (i) the market value of the fuel Petersons Oil delivered was less than the market value of industry-standard heating oil (i.e., #2 heating oil); (ii) the fuel Petersons Oil delivered was worth less than industry-standard heating oil because Petersons Oil's fuel contained less energy content (BTUs); (iii) the fuel Petersons Oil delivered was worth less than industry-standard heating oil because the Plaintiffs' and Class Members' heating equipment could not burn Petersons Oil's fuel as efficiently as their heating equipment could burn industry-standard heating oil; and (iv) Petersons Oil's fuel voided some Class Members' warranties.

**G.** The Insureds have each denied the allegations in the Underlying Litigation.

**H.** The Insureds tendered the Underlying Litigation to PIIC under the Policies and the Umbrellas, as well as to other insurance carriers, demanding a defense and indemnification against the Underlying Litigation.

**I.** PIIC agreed to defend each of the Insureds against the Underlying Litigation, subject to a full reservation of its rights to disclaim coverage under each of the Policies and each of the Umbrellas.

**J.** As early as November 1, 2019, the Plaintiffs wrote to PIIC, demanding that it settle the claims against the Insureds on grounds that liability was reasonably clear, within the meaning of G.L. c. 176D § 3(9)(f). PIIC denied that liability was reasonably clear in a letter dated December 4, 2019.

**K.** The Plaintiffs renewed their demand that PIIC take steps to settle the claims against the Insureds on January 15, 2021. Again, PIIC denied that liability was reasonably clear in a letter to the Plaintiffs dated February 12, 2021.

**L.** PIIC participated in a mediation of the Underlying Litigation that began on April 25, 2021, that the Plaintiffs and the Insureds attended. The mediation did not result in a settlement.

**M.** On December 12, 2022, the Worcester County Superior Court granted the Plaintiffs' motion for class certification in the Underlying Litigation.

**N.** On January 31, 2023, the Plaintiffs again demanded that PIIC settle the claims against the Insureds, consistent with G.L. c. 176D § 3(9)(f). The Plaintiffs supplemented their demand on February 16, 2023.

**O.** On March 2, 2023, PIIC responded to the Plaintiffs' letter, denying that liability was reasonably clear but tendering a sum of money to satisfy all claims.

**P.** On March 3, 2023, PIIC filed a *Complaint for Declaratory Relief* in the United States District Court for the District of Massachusetts styled *Philadelphia Indemnity Insurance Company v. Petersons Oil Service, Inc., at al.*, Docket No. 1:23-cv-10499 (“Declaratory Action”).

**Q.** The *Complaint for Declaratory Relief* alleges that there is no coverage afforded for the Underlying Litigation by the Policies and the Umbrellas.

**R.** PIIC, through counsel, continued to engage with counsel for the Plaintiffs to attempt to effect a settlement of the Underlying Litigation. Despite PIIC’s efforts to secure a general release for its Insureds, the Plaintiffs have declined to give a general release, and instead have insisted that they will only settle those parts of their claims that would fall within the coverage offered by the Policies and the Umbrellas.

**S.** Solely in order to avoid the cost and uncertainty of further litigation at the present time, the Parties now desire to compromise and settle the disputes and claims between them related to the *Released Claims* (as defined in Section 2(d), below) and to the Declaratory Action, as specifically defined in and stated in the terms set forth in this Agreement.

**T.** Therefore, the Parties are entering into this Agreement for good and valuable consideration given by each Party to the other, which each hereby acknowledges.

**U.** This Agreement is a compromise of disputed claims and does not constitute an admission of fault or liability by any Party, each of which denies all of the other’s allegations. This Agreement may not be used for any purpose other than to enforce the specific promises given herein.

**WITNESSETH:**

**Now, therefore,** in light of the foregoing and in consideration of the mutual promises contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

**1. Recitals Incorporated.** Each of the foregoing *Recitals* is incorporated into the substance of this Agreement, with the same force and effect as if set forth at length herein.

**2. Definitions.** In addition to the terms defined in the text of this Agreement, the following terms have the corresponding meanings:

- (a)** *Approval Date* means the thirty-first (31st) calendar day following the date the final Order of Approval of Settlement (“Order of Approval”) is entered by the Court, provided no notice of appeal is filed; or, if a notice of appeal is filed, ten (10) business days after final disposition of such appeal (including any motions or petitions for rehearing or further appellate review) in a manner that has the effect of affirming the Order of Approval.

- (b) *Class* means the class of claimants that was certified at the pretrial stage of the Underlying Litigation by the Worcester County Superior Court (Ritter, J.), in its order entered on December 12, 2022. To the best of the Parties' current knowledge, the *Class* likely consists of approximately 27,000 customers who purchased home-heating fuel containing more than 5% biodiesel from Petersons Oil between 2012 and the present. Each such claimant is a "Class Member."
- (c) *Class Counsel* means Jeffrey S. Strom, Esq., John Regan, Esq., and Christopher L. DeMayo, Esq., counsel to the Plaintiffs and *Class* in the Underlying Litigation.
- (d) *Period* means all days from July 5, 2016, to July 5, 2019, inclusive.
- (e) *Released Claims* means any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses (including attorneys' fees and costs actually incurred), sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, covenants, omissions, duties, agreements, rights, and any and all demands, obligations, and liabilities, of whatever kind and character, whether direct or indirect, whether suspected or unsuspected, whether known or unknown or capable of being known, arising at law or in equity, arising by right of action or otherwise, for property damage, loss of use of property, or both that took place during the *Period* and were or could have been raised in the Underlying Litigation. The *Released Claims* include all such claims, whether pled in contract, in tort, in fraud, in violation of G.L. c. 93A, or in any other theory.

For avoidance of doubt, to the extent the property damage took place during the *Period* and continued after the *Period*, as in the case of the Plaintiffs and Class's claims for corrosion damages to their heating equipment, only claims for the damage that took place during the *Period* are being released. Likewise, to the extent property damage began before the *Period* and continued during the *Period*, only claims for the damage that took place during the *Period* are being released.

The *Released Claims* do ***not*** include claims asserted by the *Class* for economic damages. This exclusion includes the Plaintiffs and *Class*'s claims for damages because: (i) the market value of the fuel Petersons Oil delivered was less than the market value of industry-standard heating oil (i.e., #2 heating oil); (ii) the fuel Petersons Oil delivered was worth less than industry-standard heating oil because Petersons Oil's fuel contained less energy content (BTUs); (iii) the fuel Petersons Oil delivered was worth less than industry-standard heating oil because the Plaintiffs and Class Members' heating equipment could not burn Petersons Oil's fuel as efficiently as their heating equipment could burn industry-standard heating

oil; and (iv) Petersons Oil's fuel voided some Class Members' warranties. For avoidance of doubt, moreover, the *Released Claims* do **not** include claims for Property Damage that occurred outside the *Period*. The foregoing claims are referred to collectively as the "Non-Released Claims." All such claims are excluded from the *Released Claims*, whether pled in contract, in tort, in fraud, in violation of G.L. c. 93A, or in any other theory.

The *Released Claims* also do **not** include any proceedings that may be necessary to enforce the terms of this Agreement.

- (f) *Releasing Class* means the Plaintiffs and all other members of the *Class* that purchased home-heating fuel from Petersons Oil during the *Period*, or used home-heating fuel purchased from Petersons Oil during the *Period*, or received deliveries of home-heating fuel from Petersons Oil at any time during the *Period*, as well as all members of the *Class* who otherwise sustained any type of property damage arising out of either the receipt of a delivery of home-heating fuel from Petersons Oil during the *Period* or the use of said home-heating fuel during the *Period*, including their successors, assigns, subrogees, or any other person who may claim an interest in this matter through a member of the *Releasing Class*.

For the avoidance of doubt, the *Releasing Class* includes any subsequent owners of heating equipment that suffered property damage during the *Period*, as in the case of a homeowner who was not a customer of Peterson Oil during the *Period*, but purchased a home that received deliveries from Petersons Oil during the *Period*.

Each claimant defined in this subparagraph is a "*Releasing Class Member*."

**3. Settlement Payment.** The Parties agree to the following financial consideration for this Agreement, which shall be paid in accordance with the following provisions:

- (a) The Plaintiffs propose to submit this provisional, partial class-action settlement of the Underlying Litigation to the court for approval, pursuant to Mass. R. Civ. P. 23(c). The Parties agree to reasonably cooperate as necessary to obtain timely approval of this Agreement, so that all required payments can be made as soon as practicable, consistent with the requirements of Mass. R. Civ. P. 23. The Parties further agree that if the Court does not approve this Agreement, then for a reasonable period of not less than thirty (30) days after the Court's denial, they shall in good faith attempt to negotiate a substitute agreement with terms that conform as closely to this Agreement as possible but that are otherwise acceptable to the Parties and the Court.
- (b) Should this provisional, partial class-action settlement be approved by the court, and should an order granting such approval become final and non-



appealable, PIIC will pay to the order of the Plaintiffs the sum of Five Million Six Hundred Thousand Dollars exactly (\$5,600,000.00) (the “PIIC Contribution”), which shall be held in escrow by the Settlement Administrator (as defined and described further below in **Section 7**) and disbursed in accordance with the terms set forth below in **Section 7**. The PIIC Contribution shall be final and not subject to any claims for reimbursement by PIIC, and will be made on a non-recourse basis (that is, PIIC will not seek to recoup and will not recoup the payment, or any portion thereof, and no unspent funds will revert back to PIIC). The PIIC Contribution shall be paid by one or more checks made payable to the Settlement Administrator, for the benefit of the *Releasing Class* and *Class Counsel*, and delivered to the Settlement Administrator, as advised in writing by *Class Counsel*, within fourteen (14) days following the *Approval Date*, whereupon the releases stated below in **Section 4** shall become final and irrevocable. Neither the Settlement Administrator, the *Releasing Class*, the *Class*, the Plaintiffs, nor *Class Counsel* shall have any further recourse against PIIC once the PIIC Contribution has been paid.

- (c) If the provisional settlement is, for any reason, not approved (following the parties efforts to negotiate a substitute agreement described in subparagraph (a)), then: (i) this Agreement shall be null and void; (ii) PIIC shall not be obligated to pay the PIIC Contribution; and (iii) the Parties shall be restored to their respective several positions as they existed immediately prior to the date of this Agreement, without prejudice to any of their rights or defenses.

**4. Mutual Releases & Covenants Not to Sue.** In further consideration of the promises given in this Agreement, upon satisfaction of the obligations specified in **Section 3(b)** above, the Parties further give the following releases:

- (a) The *Releasing Class*, and each of them, for each of themselves and for any of their respective successors, directors, officers, employees, agents, legal representatives, spouses, heirs, and assigns, in consideration of all of the promises given herein and performance of the obligations specified in this Agreement, do hereby irrevocably remise, release, acquit, forever discharge, and covenant not to sue any of the Insureds, the Insureds’ related entities, and each of the Insureds’ and the Insureds’ related entities’ respective heirs, past, present, and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, members, managers, insurers, reinsurers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, and assigns, as well as any agent acting or purporting to act for them or on their behalf (collectively, the “Insured Releasees”), from and against any and all *Released Claims*.

As of the Approval Date, the Plaintiffs, as the designated *Releasing Class*

Representatives, and each of the members of the *Releasing Class*, on behalf of themselves and the *Releasing Class*, shall have, and by operation of the Order of Approval shall be deemed to have, completely, voluntarily, knowingly, unconditionally, and forever released, acquitted, and discharged the Insured Releasees from the *Released Claims*.

- (b) The *Releasing Class*, and each of them, for themselves and for each of their respective successors, directors, officers, employees, agents, legal representatives, spouses, heirs, and assigns, in consideration of all of the promises given herein and performance of the obligations specified in this Agreement, do hereby irrevocably remise, release, acquit, forever discharge, and covenant not to sue PIIC and each of its related entities and their respective past, present, and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, members, managers, insurers, reinsurers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, and assigns, as well as any agent acting or purporting to act for them or on their behalf (the “PIIC Releasees”), from and against any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses (including attorneys’ fees and costs actually incurred), sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, covenants, omissions, duties, agreements, rights, and any and all demands, obligations, and liabilities, of whatever kind and character, whether direct or indirect, whether suspected or unsuspected, whether known or unknown or capable of being known, arising at law or in equity, arising by right of action or otherwise, in connection with the *Released Claims* or arising out of or in any way relating to the facts and circumstances alleged in the Underlying Litigation, including without limitation any claims arising under or relating to any alleged breaches of G.L. c. 93A or c. 176D or similar provisions under any applicable law, excepting only any proceedings that may be necessary to enforce the terms of this Agreement.

As of the Approval Date, the Plaintiffs, as the designated *Releasing Class* Representatives, and each of the members of the *Releasing Class*, on behalf of themselves and the *Releasing Class*, shall have, and by operation of the Order of Approval shall be deemed to have, completely, voluntarily, knowingly, unconditionally, and forever released, acquitted, and discharged the PIIC Releasees from the foregoing claims.

For avoidance of doubt, the term “PIIC Releasees” does not include the Insureds and this subparagraph (b) does not release any claims against the Insureds.

**5. Conduct of the Underlying Litigation; Dismissal of the Declaratory Action.**

The Parties make the following agreements with respect to the further conduct of the Underlying Litigation and of the Declaratory Action:

- (a) Approval Process. *Class Counsel* shall prepare a draft motion seeking preliminary approval of this Agreement and of the proposed notice to be sent to the *Releasing Class*. The motion for preliminary approval will seek the setting of dates: (a) to provide objections to this Agreement, which date will be at least forty-five (45) days from the mailing of the Notice to the *Releasing Class Members*, no later than seventy five (75) days from the Preliminary Approval Order, and at least fifteen days before the Fairness Hearing for Final Approval; and (b) for a Fairness Hearing for Final Approval of the terms and conditions of this Agreement before the Court at the earliest practicable date, suggested to the Court to be ninety (90) days from the Preliminary Approval Order. Prior to the Fairness Hearing for Final Approval and upon conditions ordered by the Court, *Class Counsel* will file a motion seeking final approval of this Agreement.
- (b) Notice Process. Within fourteen (14) days of the Court's issuance of a Preliminary Approval Order, the Settlement Administrator (as defined and described further below in **Section 7**) shall send, by first class mail, the approved notice to the *Releasing Class Members* and to certain "current owners" of addresses to which Petersons Oil delivered fuel during the Period. The Settlement Administrator will ascertain *Releasing Class Members'* identities and addresses (as well as the addresses to which Petersons Oil delivered fuel) from the Insureds' delivery records produced in the Underlying Litigation. Before mailing the Notice Package, the Settlement Administrator will perform customary database searches or skip traces to locate the current address for all persons/entities who purchased fuel from Petersons Oil during the Period (based on Petersons Oil's records). If those searches reveal that person/entity that purchased fuel from Peterson Oil during the Period does not receive mail at the delivery address, the Settlement Administrator will mail a notice to both: (i) the person/entity who purchased the fuel at the updated address; and (ii) the "current owner" of the delivery address. Otherwise, the Settlement Administrator will mail one notice to the delivery address and addressed to the person/entity who purchased the fuel.

Unless a Notice Package is returned to the Settlement Administrator by the U.S. Postal Service as undeliverable, each Notice Package shall be deemed received by the *Releasing Class Member* to whom it was sent five (5) business days after it was mailed. With regard to any notice that is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will search any customary databases available to it that were not previously searched to locate a current address and, if a current address is located, shall promptly re-mail the notice. The Settlement Administrator



shall also promptly re-mail, fax and/or email the notices to a member of the *Releasing Class* upon request by that individual or by *Class Counsel* (with provision of updated address, fax number, and/or email address information).

(c) Objections to Settlement.

- (i) *Releasing Class Members* who wish to object to the settlement must do so in writing. To be considered, a written objection must be mailed to the Settlement Administrator via First-Class United States Mail, postage prepaid, and be received by the Settlement Administrator by a date certain at least forty-five (45) days from the mailing of the Notice to the *Releasing Class Member*. The written objection must include the words, "I object to the settlement in the Peterson Oil Partial Class Action Settlement," or something similar as well as all reasons for the objection. The written objection must also include the name, address and telephone number(s) of the *Releasing Class Member*. The Settlement Administrator will stamp the date received on the original and send copies of each objection to *Class Counsel*, Insureds' Counsel and PIIC's Counsel by email and overnight delivery no later than three (3) business days after receipt thereof. The Settlement Administrator will also file the date-stamped originals of any and all objections with the Court at least seven (7) days before the Fairness Hearing for Final Approval.
- (ii) A *Releasing Class Member* who files objections to the settlement ("Objector") also has the right to appear at the Fairness Hearing for Final Approval either in person or through counsel hired by the Objector, at the Objector's sole cost and expense. An Objector who wishes to appear or speak at the Fairness Hearing for Final Approval must state his or her intention to do so in writing on his or her written objections at the time he or she submits his or her written objections by including the words, "I intend to appear and speak at the fairness hearing," or something similar. An Objector may withdraw his or her objections at any time. Except as otherwise permitted by the Court, no *Releasing Class Member* may be heard at the Fairness Hearing for Final Approval unless he or she has filed a timely objection that complies with all procedures provided in this paragraph and the previous paragraph. Except as otherwise permitted by the Court, no *Releasing Class Member* may present an objection at the Fairness Hearing for Final Approval based on a reason not stated in his or her written objections.
- (iii) The Parties may file with the Court written responses to any filed objections no later than three (3) business days before the Fairness Hearing for Final Approval.

- (d) Amending Complaint in Underlying Litigation. Within fourteen (14) days after the receipt and clearance of the PIIC Contribution by the Settlement Administrator, the Plaintiffs shall file a motion for leave to file a further amended complaint that removes, dismisses, and disclaims the *Released Claims* and, should it be allowed, file said amended complaint such that it will become the operative complaint in the Underlying Litigation. It is the express intention of the Plaintiffs that this promise be understood as a representation, intended to induce the reliance of the other Parties thereon. The amendment will not, however, disclaim or release any Non-Released Claims.
- (e) Dismissal of Declaratory Action. Upon the execution of this Agreement, and in full reliance upon each of the promises stated herein, PIIC shall dismiss the Declaratory Action upon written notice, pursuant to *Fed. R. Civ. P. 41*.

6. Confidentiality. The Plaintiffs agree that, apart from their respective legal filings (if any) in connection with the Underlying Litigation or other actions arising out of the same facts and circumstances, neither they nor *Class Counsel* shall give statements to the media about this Settlement or otherwise characterize this Settlement to the media, except: (a) to state that the Settlement represents a fair and reasonable compromise of disputed claims that was presented to the court; (b) respond to questions any member of the media presents to *Class Counsel* regarding the Settlement's fairness to the *Releasing Class*; and/or (c) to describe and/or explain the notice/claim/approval process and/or where *Releasing Class Members* can get more information.

7. Administration of the Settlement and Distribution of Settlement Funds. The Parties agree that the Plaintiffs will propose (and PIIC will not contest) that this Settlement shall be administered, and the PIIC Contribution shall be distributed, as follows:

- (a) Third Party Administrator. Plaintiffs will propose that Optime Administration, LLC be appointed to administer this Settlement. Whatever party is appointed by the Court to administer the settlement will be referred to herein as the "Settlement Administrator." *Class Counsel* shall retain the Settlement Administrator, which will be responsible for, among other things, sending the class notice, researching changed addresses, determining the validity of claims forms, calculating *Releasing Class Member* settlement shares, issuing payments, and any associated responsibilities, all pursuant to this Agreement and as further directed by any Court order. Neither PIIC nor the Insureds shall owe any duties whatsoever to the Settlement Administrator, and the Settlement Administrator shall have no recourse whatsoever against PIIC or the Insureds.
- (b) Qualified Settlement Fund: The PIIC Contribution will be paid into a qualified settlement fund as directed by *Class Counsel*, to be opened and managed by the Settlement Administrator in such a manner as to qualify and maintain the qualification as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1. The Settlement

Administrator shall distribute the PIIC Contribution in the manner approved by the Court.

- (c) Allocation of PIIC Contribution. The Plaintiffs will propose the following allocation of the PIIC Contribution in its motion for approval to be filed with the Court:
- (i) Incentive payments of five thousand dollars (\$5,000.00) to each Plaintiff;
  - (ii) One million, eight hundred and sixty-six thousand, six-hundred and sixty-six dollars and sixty-seven cents (\$1,866,666.67) as attorneys' fees for *Class Counsel*, representing one-third (1/3) of the PIIC Contribution;
  - (iii) Up to forty-five thousand dollars (\$45,000) in reimbursement for reasonable litigation costs incurred by or to be incurred by *Class Counsel* in connection with the Underlying Litigation and with the administration of this Agreement;
  - (iv) Fees paid to the Settlement Administrator not to exceed one hundred and ninety thousand dollars (\$190,000.00) ;
  - (v) A set-off fund of up to twenty thousand dollars (\$20,000.00), which shall be used to resolve any disputes about late-filed claims or other unanticipated issues (the "Dispute Fund"). All such disputes shall be resolved by the Settlement Administrator and *Class Counsel* in their discretion, but subject to review by the Court if requested by any aggrieved party; and
  - (vi) All remaining PIIC Contribution funds, in an amount of at least \$3,433,333.33 (referred to here as the "Class Fund"), to be paid to eligible members of the *Releasing Class*, reasonably in proportion to their alleged property damages based on data provided by the Insureds and/or claims submitted.
- (d) Class Member Settlement Payments. Plaintiffs will propose that the Class Fund be divided into two parts, as follows: (i) 17.33% of the Class Fund, which will amount to at least \$594,996.67 to compensate *Releasing Class Members* for out-of-pocket expenses and inconvenience associated with lost heat episodes (the "Heat Loss Fund"); and (ii) 82.67% of the Class Fund, which will amount to at least \$2,838,336.67, to compensate *Releasing Class Members* for excessive corrosion experienced by their heating equipment (the "Corrosion Fund").
- (i) *Heat Loss Fund Payments.* Plaintiffs will propose that *Releasing Class Members* whose heating equipment shut down during the *Period* will be eligible for payments from the Heat Loss Fund if their heating equipment shut down under one of the following circumstances: (a) the repair to restore their heating equipment was replacing a nozzle and/or filter

within twelve (12) months of having their nozzle and/or filter replaced previously; (b) the repair to restore their heating equipment was an adjustment to air/fuel ratios and/or cad-cell replacement, without other changes; and/or (c) a technician advised the *Releasing Class Member* that their heating equipment shutdown was due to the fuel.

*Releasing Class Members* who experienced a shutdown under one of the foregoing circumstances will be invited to submit a claim for reimbursement by signing an attestation, under penalty of perjury, listing the dates of any/all heat loss episodes they experienced that met the foregoing criteria. Each *Releasing Class Member* who submits such an attestation will be entitled to a maximum payment of \$180 per heating equipment shutdown to compensate them for both their out-of-pocket repair costs and the inconvenience of losing heat. Provided, however, that any *Releasing Class Member* who incurred over \$500 in out-of-pocket losses due to a single heat loss episode may submit a claim, with supporting documentation, for their actual out-of-pocket losses and those out-of-pocket losses will be their maximum payment from the Heat Loss Fund.

The Settlement Administrator shall determine the validity of *Releasing Class Members'* claims for shares of the Heat Loss Fund, in its discretion and (when necessary) in consultation with *Class Counsel*, but subject to review by the Court if requested by any aggrieved party. Each *Releasing Class Member* with a valid claim for a share of the Heat Loss Fund is referred to as a "Heat Loss Claimant."

If the sum of the maximum payments to all Heat Loss Claimants does not exceed 17.33% of the Class Fund, then: (a) each Heat Loss Claimant's share of the Heat Loss Fund will equal the maximum amount for their claim; and (b) any excess in the Heat Loss fund (above the sum of maximum payments to all Heat Loss Claimants) will revert to the Corrosion Fund.

If the sum of the maximum payments to all Heat Loss Claimants does exceed 17.33% of the Class Fund, then each Heat Loss Claimant's share of the Heat Loss Fund will be calculated on a pro rata basis: each Heat Loss Claimant will receive a percentage of the Heat Loss Fund equal to the maximum amount of their claim divided by the sum of the maximum payments to all Heat Loss Claimants.

- (ii) *Corrosion Fund Payments.* Plaintiffs will propose that each *Releasing Class Member's* share of the Corrosion Fund will be calculated on a pro rata basis: each *Releasing Class Member* will receive a percentage of the Corrosion Fund equal to their total gallons of fuel purchased (or delivered to their property) during the Period divided by the combined

total gallons of fuel purchased by all *Releasing Class Members*. These payments are intended to compensate the *Releasing Class Members* for any excessive corrosion their heating equipment experienced during the *Period*.

The Settlement Administrator will calculate each *Releasing Class Member's* share of the Corrosion Fund based on delivery data provided by the Insureds.

(e) Claims and Payment Process:

- (i) *Submitting Claims for Heat Loss Fund Payments.* Only *Releasing Class Members* who timely submit a valid Claim Form and supporting documentation (for *Releasing Class Members* seeking over \$500 in out-of-pocket losses) are eligible to receive a share of the Heat Loss Fund. Along with the Notice described above, the Settlement Administrator will mail a claim form to all *Releasing Class Members* on which they can submit claims for a share of the Heat Loss Fund (the "Heat Loss Fund Claim Form"). Fifty-five (55) days after the Notice Packages are mailed, the Settlement Administrator will mail reminder postcards to any *Releasing Class Members* who have not yet submitted a claim for a share of the Heat Loss Fund. Members of the *Releasing Class* will have ninety (90) calendar days from the date the Notice Packages are mailed by the Settlement Administrator to return their completed Heat Loss Fund Claim Form and, for any Heat Loss Claimants seeking over \$500 in out-of-pocket losses, supporting documentation (the "Claim Deadline.") In order to be valid and effective, a Heat Loss Fund Claim Form must be unaltered, signed, dated, and postmarked or otherwise returned to the Settlement Administrator on or before the Claim Deadline. Upon receipt of an unsigned, untimely, incomplete, altered or not properly supported Heat Loss Fund Claim Form, the Settlement Administrator shall apprise the individual who returned the form of its deficiency and provide such individual with a substitute form that the individual may use to cure the deficiency within seven (7) calendar days or before the Claim Deadline, whichever time period is longer. A Heat Loss Fund Claim Form that remains unsigned, untimely, incomplete or altered after the time period set forth herein shall be void, absent a showing of good cause made more than seven (7) calendar days prior to the date of distributions. The Settlement Administrator, in consultation with *Class Counsel* when necessary, shall have the right to resolve any challenges regarding the validity of any Heat Loss Fund Claim Form made pursuant to this Section and to make a final and binding determination on all issues presented by any such challenges without hearing or right of appeal.



- (ii) *Claims by Owners of Heating Equipment That Received Deliveries, Who Were Not Petersons Oil Customers.* As noted above, the Notice Package (including claims forms) will be mailed to certain “current owners” of properties to which Petersons Oil delivered fuel during the *Period*. The Notice will explain, moreover, that owners of heating equipment that received Petersons Oil’s fuel during the *Period* may have suffered property damage, even if the current owners were not customers of Peterson Oil’s fuel during the *Period*, as in the case, for example, of: (a) landlords who owned a property’s heating equipment, but whose tenants were Petersons Oil customers; and/or (b) persons who purchased a property (along with its heating equipment) from a former Peterson Oil customer.

Along with the Notice described above, the Settlement Administrator will mail a claim form that provides current owners of heating equipment the opportunity to submit a claim for payments from the Heat Loss Fund and/or Corrosion Fund (the “Current Owner Claim Form”). Members of the *Releasing Class* will have until the Claim Deadline to return their completed Current Owner Claim Form.

In order to be valid and effective, a Current Owner Claim Form must be unaltered, signed, dated, and postmarked or otherwise returned to the Settlement Administrator on or before the Claim Deadline. Upon receipt of an unsigned, untimely, incomplete, or altered Current Owner Claim Form, the Settlement Administrator shall apprise the individual who returned the form of its deficiency and provide such individual with a substitute form that the individual may use to cure the deficiency within seven (7) calendar days or before the Claim Deadline, whichever time period is longer. A Current Owner Claim Form that remains unsigned, untimely, incomplete or altered after the time period set forth herein shall be void, absent a showing of good cause made more than seven (7) calendar days prior to the date of distributions. The Settlement Administrator shall have the right to resolve any challenges regarding the validity of any Current Owner Claim Form made pursuant to this Section and to make a final and binding determination on all issues presented by any such challenges without hearing or right of appeal.

Within three (3) days of receipt of a valid Current Owner Claim Form, the Settlement Administrator will mail copies of such Current Owner Claim Form to: (1) *Class Counsel*; and (2) the *Releasing Class Member* who purchased the fuel delivered to the address in question (the “Effected Property”). The *Releasing Class Member* who purchased the fuel delivered to the Effected Property will have thirty (30) days to dispute that the person claiming ownership of the heating equipment is entitled to payments from the Heat Loss and/or Corrosion Funds.

Notice of any such dispute must be provided to the Settlement Administrator in writing and must explain the basis of the dispute.

Within three (3) days of receipt of notice of any such dispute, the Settlement Administrator will notify *Class Counsel*. The Settlement Administrator will also promptly contact both *Releasing Class Members* involved in any such dispute and advise them that they have three options: (i) split the amount(s) in dispute equally; (ii) agree among themselves to an alternate sharing arrangements for the amount(s) in dispute; and/or (iii) submit their dispute to the Court and/or a special master for resolution. If the *Releasing Class Members* agree to a sharing arrangement, they shall notify the Settlement Administrator of that agreement in writing and the Settlement Administrator shall distribute the funds in accordance with that agreement. If the *Releasing Class Members* desire to submit their dispute to the Court, they shall notify the Settlement Administrator of that in writing and the Settlement Administrator shall notify *Class Counsel*, who will notify the Court.

If the Settlement Administrator does not receive notice of such a dispute within thirty-five (35) days of mailing a Current Owner Claim form to the *Releasing Class Member* who purchased fuel for the Effected Property, the share of the Heat Loss and/or Corrosion Funds attributable to the Effected Property will be paid to the individual submitting the Current Owner Claim Form and not the *Releasing Class Member* who purchased the fuel.

If the time for a *Releasing Class Member* to submit a dispute has not passed and/or any dispute has not been resolved prior to the time for *Releasing Class Member Distributions* (described in subparagraph (iii), below), the Settlement Administrator will withhold payment for the share of the Heat Loss and/or Corrosion Funds attributable to the Effected Property until such time as the dispute is resolved. Provided, however, that the foregoing will not in any way effect the timing of payments to other *Releasing Class Members*.

**(iii)** *Releasing Class Member Distributions.*

- (a)** Within ten (10) business days of receiving the settlement payment contemplated by Section **3(b)**, the Settlement Administrator will mail each *Releasing Class Member* their full share of the Class Fund and issue all other payments ordered by the Court (including attorneys' fees, costs, and incentive payments).
- (b)** All checks issued by the Settlement Administrator shall expire one hundred and twenty (120) days after they are issued and shall bear a legend stating same. Eighty-five (85) days after mailing the settlement

checks, the Settlement Administrator shall mail a reminder post card to any *Releasing Class Member* who has not cashed her/his check as of that date. At the close of the 120-day period, the Settlement Administrator shall issue a stop payment order on all uncashed or returned checks.

The Parties and their Counsel shall have no liability for lost or stolen settlement checks, for forged signatures on settlement checks, or for unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a *Releasing Class Member* reports a lost or destroyed check within the 120-day period, the Settlement Administrator shall issue a stop order on the original check and issue a new check. If a check is reported as lost or stolen during the final fifteen (15) days of the 120-day period, the *Releasing Class Member* making such report will receive an additional 15-day grace period to cash a replacement check, but in no event will a check issued remain valid beyond one hundred and thirty-five (135) days after the date the original check was issued.

- (c) After the steps detailed in subparagraphs (a) through (b) immediately above are complete, the Settlement Administrator shall calculate the total value of funds not claimed by *Releasing Class Members* through checks that were not cashed (the “Unclaimed Funds”). In the event the Unclaimed Funds equal or exceed twenty-five thousand dollars (\$25,000.00), the Settlement Administrator shall, within fourteen (14) calendar days of determining that the Unclaimed Funds exceed twenty-five thousand dollars (\$25,000.00), re-distribute those funds to the *Releasing Class Members* who did cash their checks (the “Recouping Releasing Class Member”). Each Recouping Releasing Class Member shall receive an amount that is pro rata to his/her initial distribution from the Corrosion Fund. The Settlement Administrator will send checks representing such amounts via First Class regular U.S. mail, with a cover letter (approved by *Class Counsel*) explaining the reason for the additional distribution. Each Recouping Releasing Class Member will have one hundred and twenty (120) days from the date on which these checks are issued to negotiate his/her check, and each check shall bear a legend stating that the check shall be void after one hundred and twenty (120) days. If any settlement check is not negotiated in that period of time, that settlement check shall be void. The Parties and their Counsel shall have no liability for lost or stolen settlement checks, for forged signatures on settlement checks, or for unauthorized negotiation of settlement checks.
- (d) If any settlement check and/or reminder post card is returned as undeliverable, the Settlement Administrator will perform a customary skip-trace in an effort to obtain updated address information, and a new

check and/or reminder post card will be sent promptly to any updated address.

- (e) Any amount remaining from checks that are not cashed by one hundred and twenty (120) days after the final distribution will be added to the Dispute Fund. For purposes of this subparagraph and the next subparagraph, the initial distribution shall be the “final distribution” if Unclaimed Funds are less than twenty-five thousand dollars (\$25,000.00). The second distribution (re-distributing any Unclaimed Funds) will be the final distribution if Unclaimed Funds from the initial distribution equal or exceed twenty-five thousand dollars (\$25,000.00).
- (f) Any amount remaining in the Dispute Fund following the final distribution shall be held in an interest-bearing escrow account by the Settlement Administrator for three years. The Settlement Administrator will donate any amounts remaining after those three years in a *cy pres* award to the Massachusetts IOLTA Committee to support activities and programs that promote access to the civil justice system for low income residents of the Commonwealth of Massachusetts, consistent with Mass. R. Civ. P. 23(e)(2).
- (f) For the avoidance of doubt, and to reaffirm the foregoing, aside from the PIIC Contribution, the Parties agree that none of the Insureds or PIIC shall have any liability whatsoever to the Settlement Administrator or to any member of the *Releasing Class* for matters arising out of the retention or compensation of the Settlement Administrator, or for matters pertaining to the administration of the settlement, including (without limitation) any determinations made by the Settlement Administrator, in the exercise of its discretion or the powers granted to it above, about the validity of claims or the sums to be paid thereunder. Excepting only the PIIC Contribution, PIIC shall have no financial obligations to the *Releasing Class*, to *Class Counsel*, or to the Settlement Administrator, whatsoever.

**8. Claims Not Assigned.** The Plaintiffs, for themselves and for the *Releasing Class*, each represent and warrant that the members of the *Releasing Class*, respectively, are the sole owners of any and all rights in and to their *Released Claims* referenced herein, and that they have not assigned, transferred, or conveyed their *Released Claims*. Plaintiffs represent, moreover, that they are not currently aware of any *Releasing Class Member* having assigned, transferred or conveyed any *Released Claims*. This Agreement is entered into solely for the benefit of the Parties and the Insureds; it is not intended to, and does not, give or create any rights to or in anyone other than the Parties or the Insureds or their respective heirs, executors, successors, or assigns.

**9. Agreement Effective Notwithstanding Subsequently-Discovered Facts or De-Certification of the Class.** The Parties acknowledge that they may later discover facts different from those now known or believed to be true, and that the *Class* may subsequently be de-certified. The Parties agree that this Agreement and the releases given above shall remain in full force and

effect notwithstanding: (a) any existence of such different or additional facts; and/or (b) any decertification of the Class. In the event the Class is decertified before a final Order of Approval, the Parties agree that Plaintiffs will seek certification of the *Releasing Class* for settlement purposes only, which PIIC will not oppose.

**10. No Admission of Liability.** This Agreement is a compromise of disputed claims. Accordingly, the Parties expressly acknowledge and agree that the execution of this Agreement does not constitute, and cannot be construed as, an admission of liability or wrongdoing, or lack thereof, or an acceptance of any claim or defense on the part of any Party or any of the Insureds.

**11. Successors and Assigns.** Notwithstanding anything to the contrary in Section 8 above, this Agreement shall be binding upon and be deemed to obligate, extend to and inure to the benefit of the Parties, their legal representatives, successors and assigns, transferees, administrators, trustees, indemnitors, insurers, and all parents, subsidiaries, and affiliates of the Parties and their officers, directors, agents, managers, members, general partners, limited partners, principals, employees, and other designees.

**12. Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its choice- or conflict-of-law principles or provisions.

**13. Authority to Sign.** The Parties each represent and warrant that the persons whose signatures appear below have full authority to act on behalf of the Party for whom they sign this Agreement.

**14. Joint Preparation.** This Agreement shall be entered into as if the Parties had jointly drafted it, and any ambiguity or uncertainty herein shall not be interpreted against any Party. The Parties agree that this Agreement is the product of an arm's-length negotiation in which each Party was represented by counsel. Each Party represents that it has read and fully understands the terms of this Agreement, that it has reviewed this Agreement with counsel of its choosing, and that it knowingly and voluntarily agrees to be bound hereby.

**15. Headings.** The Parties agree that the section headings used in this Agreement are for their convenience only, and are not intended to be used in construing or interpreting the terms of this Agreement.

**16. Tax Consequences.** Each Party agrees to be responsible for its own tax obligations arising out of this Agreement. Neither Party has made any representations or warranties to the other or to any third person(s) about the tax consequences of this Agreement.

**17. Collateral Use.** The Parties agree that, except as otherwise provided in this Agreement, this Agreement may not be used as evidence in any proceeding, except if one of the Parties or one or more of the Insureds alleges a breach of this Agreement or elects to use this Agreement as a defense to any claim.

**18. Counterparts.** This Agreement may be executed in any number of counterparts,



each of which shall be deemed an original but all of which together shall constitute one and the same instrument, effective upon the signature of the last Party to sign. A copy of a signature, the image of a signature reproduced by facsimile or computer scan, or an electronic signature verified by a reputable service such as DocuSign shall be effective for all purposes, as if it were an original signature.

**19. Integration.** This Agreement, which consists of twenty-two (22) pages, constitutes the entire agreement among the Parties related to the settlement of the matters described herein. This Agreement supersedes all prior or contemporaneous negotiations, representations, understandings, term sheets or agreements, whether written or oral, related to the settlement of the Action. The terms of this Agreement are contractual and are not mere recitals. No supplement, amendment, modification, waiver, termination, cancellation, revocation, or nullification of this Agreement shall be binding and enforceable unless executed in writing by the Parties, or their respective successors and assigns. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

**20. Severability.** If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remainder of this Agreement (including all of the obligations specified herein) shall continue in full force and effect; and the Parties shall use best efforts to negotiate and abide by alternative terms that most fully approximate the spirit and intent of the invalidated provision(s), or such alternative provision(s) as may be supplied by said court.

**21. Notices.** Any notices that may or that are required to be given under this Agreement may be sent to the following by electronic or first-class mail, with delivery upon the addressee being deemed to be effective three (3) business days after transmittal thereof:

If to Plaintiffs: Jeffrey S. Strom, Esq.  
Law Offices of Jeffrey Strom  
P.O. Box 916  
Boylston, MA 01505  
(508) 925-5525 telephone  
[jeffrey@jeffreystromlaw.com](mailto:jeffrey@jeffreystromlaw.com)

If to the Insureds: Louis M. Ciavarra, Esq.  
Bowditch & Dewey, LLP  
311 Main Street  
P.O. Box 15156  
Worcester, MA 01615  
(508) 791-3511 telephone  
[lcivarra@bowditch.com](mailto:lcivarra@bowditch.com)

-and-

Paul C. Foley, Esq.  
Mirick, O'Connell, DeMallie & Lougee, LLP  
100 Front Street

Worcester, MA 01608-1477  
(508) 929-1628 telephone  
[pfoley@mirickoconnell.com](mailto:pfoley@mirickoconnell.com)

If to PIIC:

Alexander G. Henlin, Esq.  
Sulloway & Hollis, P.L.L.C.  
53 State Street – Suite 1305  
Boston, MA 02109  
(781) 320-5400 telephone  
[ahenlin@sulloway.com](mailto:ahenlin@sulloway.com)

**22. Waivers of Subrogation.** All Parties agree and mutually covenant that they each waive any right of subrogation against the other Party, and will not seek to recoup from the other any claims that are released or sums that are paid pursuant to this Agreement, including without limitation the PIIC Contribution.

\* \* \*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

Date: 7/21/2023

**SHEENA MARANDINO**

DocuSigned by:  
*Sheena Marandino*  
5CDBB78A4477427...

Date: 7/21/2023

**SEAN MARANDINO**

DocuSigned by:  
*Sean Marandino*  
0BD52C0DA126429...

Date: 7/21/2023

**NANCY CARRIGAN**

DocuSigned by:  
*Nancy Carrigan*  
213B60F00FAF480...

Date: 7/21/2023

**CLAIRE FREDA**

DocuSigned by:  
*Claire Freda*  
260B0F550004405...

Date: 7/21/2023

**KELLEY FREDA**

DocuSigned by:  
*Kelley Freda*  
0A952D668DB1407...

Date: Alice Hart  
7F40304EF4924A6...

**ALICE HART**

7/21/2023

Date: 7/21/2023

**ROBERT F. HART**

DocuSigned by:  
*Robert F. Hart*  
69B8184CC21F4DE...

Date: 7/21/2023

**TORRE MASTROIANNI**

DocuSigned by:  
*Torre Mastroianni*  
79A850BF53CB4A0...

Date: \_\_\_\_\_

**CONGREGATION BETH ISRAEL OF WORCESTER**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: July \_\_, 2023

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 7/25/23

**CONGREGATION BETH ISRAËL OF WORCESTER**

By: 

Printed Name: GREGORY S. WEINER

Title: PRESIDENT

Date: July \_\_, 2023

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as follows:

Date: \_\_\_\_\_

**SHEENA MARANDINO**

\_\_\_\_\_

Date: \_\_\_\_\_

**SEAN MARANDINO**

\_\_\_\_\_

Date: \_\_\_\_\_

**NANCY CARRIGAN**

\_\_\_\_\_

Date: \_\_\_\_\_

**CLAIRE FREDA**

\_\_\_\_\_

Date: \_\_\_\_\_

**KELLEY FREDA**

\_\_\_\_\_

Date: 7/21/2023

**ALICE HART**

DocuSigned by:

*Alice Hart*

7F40304EF4924A6...

\_\_\_\_\_

Date: \_\_\_\_\_

**ROBERT F. HART**

\_\_\_\_\_

Date: \_\_\_\_\_

**TORRE MASTROIANNI**

\_\_\_\_\_



Jeffrey Strom <jeffrey@jeffreystromlaw.com>

**Petersons Oil**

1 message

**Alexander G. Henlin** <ahenlin@sulloway.com>

Tue, Jul 25, 2023 at 2:14 PM

To: Jeffrey Strom <jeffrey@jeffreystromlaw.com>, "jregan@maemployeeerights.com" <jregan@maemployeeerights.com>

Cc: "Iryna N. Dore" <idore@sulloway.com>

Hi, Jeff.

Please let this confirm our conversations earlier today that the settlement agreement in the *Marandino* matter has received final approval from Philadelphia, and is fully agreed. I have received the execution copy and have it out for signature, which I expect to receive back from my client shortly. I will forward the same to you immediately upon my receipt.

In the meantime, though, we agree that the rights and obligations of the parties under the agreement have now vested, and the agreement is enforceable according to its terms. As a reminder, I will be out of the country on vacation from August 4-14.

Best regards,

Alex



New Hampshire | Massachusetts | Maine | Rhode Island | Connecticut | Vermont

**Alexander G. Henlin**, *Attorney*

Sulloway & Hollis, P.L.L.C.

9 Capitol Street, Concord, NH 03301-6310

53 State Street, Suite 1305, Boston, MA 02109

Phone: 603-223-2841 | Fax: 603-226-2404 | [ahenlin@sulloway.com](mailto:ahenlin@sulloway.com)

[Web](#) | [Bio](#) | [vCard](#) | [LinkedIn](#)



SULLOWAY & HOLLIS, P.L.L.C.: This message is a PRIVATE communication which may contain attorney / client privileged material. If you are not the intended recipient, please do not read, copy, use, or disclose to others. If you have received this message in error, please reply to sender and delete this message from your system. Thank you.