

Horowitz, Ethan

From: ECFnotice@mad.uscourts.gov
Sent: Tuesday, January 20, 2026 9:36 AM
To: CourtCopy@mad.uscourts.gov
Subject: Activity in Case 4:21-cv-10790-LTS Bartok et al v. Hometown America Management, LLC et al Order on Motion to Amend

Follow Up Flag: Follow up
Flag Status: Flagged

External sender <ecfnotice@mad.uscourts.gov>

Make sure you trust this sender before taking any actions.

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

United States District Court

District of Massachusetts

Notice of Electronic Filing

The following transaction was entered on 1/20/2026 at 9:35 AM EST and filed on 1/20/2026

Case Name: Bartok et al v. Hometown America Management, LLC et al

Case Number: 4:21-cv-10790-LTS

Filer:

Document Number: 247(No document attached)

Docket Text:

District Judge Leo T. Sorokin: ELECTRONIC ORDER entered re: [246] Assented to MOTION to Amend [245] Order.

ALLOWED. (FGD)

4:21-cv-10790-LTS Notice has been electronically mailed to:

Lisa C. Goodheart lcg@fitchlp.com, kat@fitchlp.com

Andrea Studley Knowles ask@fitchlp.com

Lee E. Bains, Jr lbains@maynardnexsen.com

Ethan R. Horowitz ehorowitz@njc-ma.org, erhorowitz18@gmail.com

James C. Lester jlester@MaynardNexsen.com

Thomas W. Thagard, III tthagard@MaynardNexsen.com

W. Scott Simpson wssimpson@smgblawyers.com

Srish Khakurel sk@fitchlp.com, kat@fitchlp.com

Daniel S. Weber dsweber@smgblawyers.com

4:21-cv-10790-LTS Notice will not be electronically mailed to:

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

EDWIN BARTOK, <i>et al.</i> ,	X	
	X	
Plaintiffs,	X	CASE NO: 21-CV-10790-LTS
	X	
vs.	X	
	X	
HOMETOWN AMERICA, LLC, <i>et al.</i> ,	X	
	X	
Defendants.	X	
	X	

**PLAINTIFF ALAN DERNALOWICZ’S
ASSENTED-TO MOTION
TO AMEND CLASS CERTIFICATION ORDER (DOC NO. 245)
AS TO THE MILLER’S WOODS CLASS**

Pursuant to Rule 23(c)(1)(C), Plaintiff Alan Dernalowicz respectfully requests that the Court amend its January 8, 2026 Order on Plaintiffs’ Renewed Motions for Class Certification (“Certification Order”), Doc No. 245, so as to redefine the Miller’s Woods Class as follows:

a Rule 23(b)(3) class of persons who have paid home-site rent to the Miller’s Woods and River Bend Manufactured Housing Community located in Athol, Massachusetts at any time from January 1, 2017 to December 31, 2024.

Mr. Dernalowicz submits that the Miller’s Woods Class which would result from this proposed amended order satisfies both Rule 23(a) as well as Rule 23(b)(3) and that his request is supported by the following good cause:

1. In December of 2020, shortly following the issuance of *Blake v. Hometown America Communities, Inc.*, 158 N.E.3d 18 (Mass. 2020), the 739 Homeowners Assoc., Inc. – which is the homeowners association for the Miller’s Woods and River Bend Manufactured Housing Community (“Miller’s Woods”) – contacted Defendants Hometown America, LLC,

Hometown America Management, LLC, Miller's Woods MHC, LLC and River Bend MHC, LLC ("Miller's Woods Defendants").

2. To give the 739 Homeowners Assoc., Inc. and the Miller's Woods Defendants (collectively, the "Parties") adequate time to discuss the *Blake* decision, the Parties entered into a Tolling Agreement with an effective date of January 1, 2021. A copy of the Tolling Agreement is submitted herewith as **Exhibit 1**.

3. Under the terms of the Tolling Agreement, the claims of all Miller's Woods rent-payers advanced in the above-captioned action did not accrue for the purpose of any applicable statute of limitations between January 1, 2021 and the date on which the above-captioned litigation was commenced, *i.e.*, April 16, 2021.

4. Accordingly, Mr. Dernalowicz asserts that the claims of Miller's Woods rent-payers which arise from rent changes that occurred between January 1, 2017 and April 15, 2017 are not time-barred.

5. Based on the foregoing, Mr. Dernalowicz respectfully reiterates his request that the Court amend the Certification Order, Doc No. 245, so as to redefine the Miller's Woods Class to encompass all persons who have paid home-site rent to the Miller's Woods and River Bend Manufactured Housing Community located in Athol, Massachusetts at any time from January 1, 2017 to December 31, 2024.

Respectfully submitted,
ALAN DERNALOWICZ

This 16th day of January, 2026

By his attorney,

/s/ Ethan R. Horowitz

Ethan R. Horowitz
BBO # 674669
Northeast Justice Center

50 Island Street, Suite 203B
Lawrence, MA 01840
(978) 888-0624
ehorowitz@njc-ma.org

CERTIFICATE OF SERVICE

I hereby certify that on January 16, 2026, the foregoing Motion and the Exhibit referenced therein were electronically filed with the Clerk of the Court through the CM/ECF system, which will send notification of such filing to registered participants, including counsel for the Defendants.

/s/ Ethan Horowitz

Dated: January 16, 2026

Ethan R. Horowitz
BBO # 674669

CERTIFICATE OF LOCAL RULE 7.1(A) COMPLIANCE

I hereby certify that the parties to the above-captioned litigation, through counsel, conferred in good faith concerning the relief sought in the instant Motion and Defendants assented thereto.

/s/ Ethan Horowitz

Dated: January 16, 2026

Ethan R. Horowitz
BBO # 674669

EXHIBIT 1

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is made and entered into, with an effective date of January 1, 2021, by and between the 739 Homeowners Assoc., Inc. (“HOA”) on one hand and Hometown America, LLC, Hometown America Management, LLC, Miller’s Woods MHC, LLC, and River Bend MHC, LLC (collectively, “Hometown”) on the other hand.

RECITALS

WHEREAS, Hometown owns, operates or is otherwise responsible for the operation of the Miller’s Woods and Riverbend manufactured housing community located in Athol, Massachusetts;

WHEREAS, HOA is a lawfully constituted corporation organized for the purpose of representing the interests of the residents of Miller’s Woods and Riverbend;

WHEREAS, HOA and one or more of its members, who are residents of Miller’s Woods and Riverbend, are considering the assertion of claims against Hometown for its failure to charge rents at Miller’s Woods and Riverbend in compliance with G.L. c. 140, § 32L(2) – on behalf of themselves and a putative class of current or former Miller’s Woods and Riverbend residents who have been charged and have paid such rents (“Putative Class”);

WHEREAS, Hometown expressly denies any claims, fault, improper acts or alleged wrongdoing of any kind;

WHEREAS, Hometown and HOA (collectively, the “Parties”) wish to postpone or avoid the inconvenience, expense and distraction of possible litigation by HOA or one or more of its members against Hometown while fully preserving any rights of HOA or members of the Class to commence legal action against Hometown at a future date – claims which, but for this Agreement, might otherwise become time-barred in whole or in part by applicable statutes of limitation, laches or any other possible time-based defense that may be triggered by the passage of time following the execution of this Agreement (“Time Defenses”);

NOW THEREFORE, for the good and valuable consideration outlined below, the sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

TERMS AND CONDITIONS

1. With respect to any and all claims or causes of action, known or unknown, relating to, arising out of or in connection with Hometown’s failure to comply with G.L. c. 140, § 32L(2), at Miller’s Woods and Riverbend – including but not limited to claims under G.L. c. 93A, § 9, the common law of contracts or the common law of equity – (“Claims”), Hometown hereby agrees that any Time Defenses to such Claims belonging to the HOA and/or to any member of the Putative Class residing as Miller’s Woods and Riverbend as of and/or after January 1, 2021 shall be deemed tolled from January 1, 2021 (“Effective Date”) until the earlier of: (a) the expiration of two (2) years from the Effective Date or (b) the termination of this Agreement by the Parties as permitted by Section 3 below (“Tolling Period”). Accordingly, Hometown hereby stipulates and agrees that it will not seek to interpose one or more Time

Defenses – whether raised as defenses or an affirmative lawsuit – challenging the Claims based in whole or in part on the passage of time during the Tolling Period.

2. In exchange for Hometown’s agreement in Section 1, HOA hereby agrees not to file any civil action against Hometown concerning the Claims during the Tolling Period and further agrees that it will encourage the members of the Putative Class residing as Miller’s Woods and Riverbend as of and/or after January 1, 2021, to whom the protections of this Tolling Agreement are extended, not to file any civil action against Hometown concerning the Claims during the Tolling Period.

3. Either HOA or Hometown may unilaterally terminate this Agreement and the Tolling Period by providing the other party – through counsel – with written notice of its intention to terminate no fewer than sixty (60) days in advance of such termination.

4. The Parties further agree that nothing in this Agreement constitutes an admission or waiver by either of the Parties with respect to the substance of the Claims.

5. The Parties further agree that this Agreement may not be amended, modified, supplemented or terminated – except as provided by Section 3 above – in the absence of a writing signed by all Parties that reflects such amendment, modification, supplementation or termination.

6. The Parties further agree that this Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement.

7. The Parties further agree that each has had the opportunity to review the Agreement with counsel and negotiate the terms of the Agreement, such that the Agreement shall not be construed against its drafter.

8. The Parties further agree that the obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. The Parties further agree that this Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement.

10. The Parties further agree that each will take all actions reasonably necessary to effectuate the terms and purpose of the Agreement.

11. The signatory for each of the Parties listed below represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the entity for which he or she has signed.

HOMETOWN AMERICA, LLC
By: Hometown Residential Manager, L.L.C., its sole manager
By: Doug Minahan
Doug Minahan
Title: Chief Investment Officer
Date: ~~January~~ February 17, 2021

Alan Dernalowicz
739 HOMEOWNERS ASSOC., INC.
By: Alan Dernalowicz
Title: President
Date: January 8 2021

HOMETOWN AMERICA MANAGEMENT, LLC
By: Doug Minahan
Doug Minahan
Title: Chief Investment Officer
Date: ~~January~~ February 17, 2021

MILLER'S WOODS MHC, LLC
By: Doug Minahan
Doug Minahan
Title: Chief Investment Officer
Date: ~~January~~ February 17, 2021

RIVER BEND MHC, LLC
By: Doug Minahan
Doug Minahan
Title: Chief Investment Officer
Date: ~~January~~ February 17, 2021