



**CERTIFICATE OF SERVICE**

I hereby certify that on October 2, 2023, I served a true and accurate copy to counsel of record.

/s/ Sergei Lemberg  
Sergei Lemberg



Tel: (203) 653-2250  
Fax: (203) 653-3424

**CERTIFICATE OF SERVICE**

I hereby certify that on October 2, 2023, I served a true and accurate copy to counsel of record.

*/s/ Sergei Lemberg* \_\_\_\_\_  
Sergei Lemberg



Stephen Taylor



**CERTIFICATE OF SERVICE**

I hereby certify that on October 2, 2023, I served a true and accurate copy to all counsel of record.

*/s/ Sergei Lemberg* \_\_\_\_\_  
Sergei Lemberg

# **Exhibit A**

COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT DEPARTMENT  
BRISTOL COUNTY

---

Crystal Rego and Dawn Lepore, <i>on behalf of</i>	)	
<i>themselves and all others similarly situated,</i>	)	
	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 2073CV00703
	)	
Midland Credit Management, Inc.,	)	
	)	
	)	
Defendant.	)	

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**[PROPOSED] FINAL APPROVAL ORDER**

**WHEREAS**, on May 23, 2023, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Class Action Settlement Agreement between Plaintiffs Crystal Rego and Dawn Lepore and Defendant Midland Credit Management, Inc., and directing that notice be given to the Settlement Class;

**WHEREAS**, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, inter alia: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action with prejudice;

**WHEREAS**, declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as prescribed in the Preliminary Approval Order. Class Members were therefore notified of their right to appear at the

Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of Attorney's Fees and Costs to Class Counsel, and the payment of Incentive Awards.

**NOW, THEREFORE,** the Court having heard the presentation of Class Counsel and counsel for MCM, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate and reasonable, having considered the Attorney's Fees and Cost application made by Class Counsel and the application for Incentive Awards to the Settlement Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

**THIS COURT FINDS AND ORDERS AS FOLLOWS:**

1. The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.

2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class.

3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class Members in light of the complexity, expense and duration of litigation and the risks involved in establishing liability and damages, and in maintaining the class action through trial and appeal. The settlement as set forth in the Settlement Agreement was arrived at as a result of arms-length negotiations conducted in good faith by counsel for the parties and is supported by the Class Representatives. Furthermore, the relief provided under the Settlement Agreement constitutes fair value given in exchange for the releases of claims against the Released Parties. In approving the Settlement, the Court has also considered the submissions and arguments of the Parties.

4. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

5. The Court has considered the “Motion to Object to Settlement Offer” by Jason Kapinos and dated August 18, 2023. The Court finds this submission does not counsel against Settlement approval and is hereby overrules the objection and denies the motion in all respects.

6. The Settlement Class, which will be bound by this Final Approval Order and Judgment hereon, shall include all members of the Settlement.

7. In this order, the term “Class Period” means the period from October 13, 2016, through January 31, 2023.

8. For purposes of the Settlement and this Final Approval Order, the Court certifies the following Settlement Class:

All persons residing in the Commonwealth of Massachusetts to whom, between October 13, 2016, through January 31, 2023, MCM made calls that exceeded the call limitations set forth in 940 C.M.R. 7.04(1)(f) as reflected on the Class List.

9. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes again that because this certification of the Class is in connection with the Settlement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement.

10. For purposes of Settlement only, Plaintiffs are certified as representative of the Settlement Class and Class Counsel is appointed counsel to the Settlement Class. The Court concludes that Class Counsel and the Class Representatives have fairly and adequately represented the Settlement Class with respect to the Settlement.

11. Notwithstanding the certification of the foregoing Settlement Class and appointment of the Class Representatives for purposes of effecting the Settlement, if this Order is reversed on appeal or the Settlement is terminated or is not consummated for any reason, the foregoing certification of the Settlement Class and appointment of the Class Representatives shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the

status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

12. The Court finds that the plan for Notice, set forth in Article IV, section 3 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and of their right to object and to appear at the Final Approval Hearing, and satisfied the requirements of the Massachusetts Rules of Civil Procedure, the United States Constitution, and other applicable law.

13. The Court deems as valid: (1) the 27 potentially untimely claims which were otherwise complete and valid, (2) the 13 unsigned claims which were otherwise timely and valid and which the administrator matched to Settlement Class Members, and (3) the 1 unsigned and potentially untimely claim which lacked a postmarked date but was otherwise complete and valid and which the administrator matched to Settlement Class Members. (*See* October 3, 2023, Declaration of Frank Cordova par. 9).

14. The Settlement Agreement is, in all respects, fair, reasonable and adequate, is in the best interests of the Settlement Class, and is therefore approved.

15. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

16. Within the time period set forth in Article III, Section 4, of the Settlement Agreement, the cash distributions provided for in the Settlement Agreement shall be paid to the various Settlement Class members submitting Valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Upon the Effective Date, members of the Settlement Class, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged the

Released Parties from the Released Claims as specified in the Release set forth in Article V of the Settlement Agreement.

18. Plaintiffs and each Settlement Class Member are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action and/or as a result of or in addition to those provided by the Settlement Agreement. In addition, Plaintiffs and each Settlement Class Member are hereby enjoined from asserting as a defense, including as a setoff or for any other purpose, any argument that if raised as an independent claim would be a Released Claim.

19. The terms of the Settlement Agreement, this Final Approval Order and the Judgment to be entered hereon shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Action or are in any way related to the calls at issue in the Action.

20. The Final Approval Order, the Judgment to be entered hereon, the Settlement Agreement, the Settlement which it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, used as, or be deemed to be evidence of, an admission by or against MCM of any fault, wrongdoing, or liability on the part of MCM or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action. This Order, the Settlement or any such communications shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that

the Settlement, this Order and the Judgment to be entered hereon may be filed in any action by MCM or Settlement Class Members seeking to enforce the Settlement or the Judgment by injunctive or other relief, or to assert defenses including, but not limited to, res judicata, collateral estoppel, release, good faith settlement, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Order that are maintained by, or on behalf of, the Settlement Class Members or any other person subject to the provisions of this Order.

21. The above-captioned Action is hereby dismissed in its entirety with prejudice. Without affecting the finality of this Final Order in any way, the Court reserves jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

***Let judgment be entered accordingly.***

DATED: \_\_\_\_\_, 2023                      By: \_\_\_\_\_



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Plaintiffs Crystal Rego and Dawn LePore (by their respective surnames or, together, “Plaintiffs”) respectfully submit this Memorandum of Law in Support of Plaintiffs’ Unopposed Motion for Final Approval of the Parties’ Class Action Settlement. Defendant Midland Credit Management, Inc. (“Midland” or “MCM”) does not oppose the relief sought in this motion, the entry of the Parties proposed final approval order. However, MCM (1) does not join in all the factual and legal statements herein and (2) does oppose the requested incentive awards to the Plaintiffs as addressed in the separate briefing on that issue.<sup>1</sup>

Pursuant to the Preliminary Approval Order, notice was sent to the Settlement Class detailing the terms of the Settlement Agreement and inviting members to submit claims.<sup>2</sup> The response from the class has been very positive. There have been 2,597 claims submitted which the Parties ask the Court to approve. There has been one objection (the “Kapinos Objection” attached as Exhibit A) which the Court should disregard.<sup>3</sup> If the settlement is approved with these claims, each claiming member will recover approximately \$147.94 as their *pro rata* share of the Settlement Fund. (Cordova Decl. ¶ 9).<sup>4</sup>

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<sup>1</sup> The ultimate awards to Plaintiffs, counsel, and the class members will conform to how much the Court awards. For practicality’s sake, this memorandum presumes the Court approves Plaintiffs’ requested amounts.

<sup>2</sup> The notice and claims process is detailed in the October 3, 2023, Declaration of Frank Cordova (“Cordova Decl.”) from KCC Class Actions Services, LLC (“KCC”) attached hereto.

<sup>3</sup> As addressed in Point III below, the Kapinos Objection, filed with the Court on August 18, 2023, does not address the settlement at all, is not coherent and should be disregarded or overruled.

<sup>4</sup> The response represents a 16.4% claims rate (2,597 claims/15,800 class members). The \$147.94 per claimant recovery figure is =calculated as follows:

Gross fund:	\$725,000.00
Awards & Admin:	\$340,800.56 (\$241,666.66 (fees and expenses) + \$30,000.00 (incentive awards) + \$ 69,133.90 (estimate of administrative costs))
Net fund:	\$384,199.44 (Gross fund minus Awards & Admin costs)
Claimant Recovery:	\$147.94 (Net fund/ 2,597 claims)

This is an outstanding result for claims under Mass. Gen. Laws ch. 93A, § 2, and 940 CMR § 7.04(1)(f) (2012) (the “Debt Collection Regulation”), and merits final approval because:

- This is an excellent settlement to the Class, providing substantial benefits to the Class, particularly in light of the available damages and the risks of further litigation;
- Not a penny of the \$725,000.00 fund will revert to the Midland ; all funds will go to the claimants, to cover fees or costs, or *cy pres* to the Massachusetts IOLTA Committee pursuant to Mass. R. Civ. P. 23(e)(2) “to support activities and programs that promote access to the civil justice system for low-income residents of the Commonwealth of Massachusetts”; and
- The settlement was agreed to only after substantial discovery, motion practice, and a mediation before a neutral.

As set forth herein, Plaintiffs respectfully request the Court (1) approve the Class Action Settlement Agreement (the “Settlement Agreement”) as fair and reasonable; and (2) enter the final approval order in the form submitted as Exhibit A to the Motion for Final Approval of the Parties’ Class Action Settlement Agreement.

## **BACKGROUND**

### **I. The Regulation and M.G.L. ch. 93A**

M.G.L. ch. 93A, the Massachusetts Consumer Protection Law, prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” M.G.L. ch. 93A, § 2(a).

In 2012, the Attorney General of Massachusetts invoked her power to implement rules and regulations interpreting M.G.L. ch. 93A, § 2(a) to provide ““It shall constitute an unfair or deceptive act or practice for a creditor to contact a debtor . . . [by] initiating a communication with any debtor via telephone, either in person or via text messaging or recorded audio message, in excess of two such communications in each seven-day period to either the debtor’s residence, cellular telephone, or other telephone number provided by the debtor as his or her personal telephone number . . . .”” *Armata v. Target Corp.*, 480 Mass. 14, 17-18 (2018) (quoting 940 C.M.R. 7.04(1)(f)) (emphasis in original).

M.G.L. ch. 93A, § 9(1) provides that any person “who has been injured by another person’s use or employment of any method, act or practice declared to be unlawful by section two or any rule or regulation issued thereunder . . . may bring an action in the superior court . . . whether by way of original complaint, counterclaim, cross-claim or third party action, for damages and such equitable relief, including an injunction, as the court deems to be necessary and proper.”

Section 9(2) provides that such persons may bring claims as a class action. M.G.L. ch. 93A, § 9(2).

Section 9(3) provides that “if the court finds for the petitioner, recovery shall be in the amount of actual damages or twenty-five dollars, whichever is greater; or up to three but not less than two times such amount if the court finds that the use or employment of the act or practice was a willful or knowing violation of said section two . . . .” M.G.L. ch. 93A, § 9(3).

## **II. This Litigation**

On or about October 13, 2020, Plaintiffs filed their Class Action Complaint in Bristol Superior Court. On or about December 24, 2020, Midland filed its Answer denying the material allegations in the Complaint, denying liability, and asserting affirmative defenses.

On March 26, 2021, Midland served three motions to stay proceedings and to compel each Plaintiff to submit their claims to private arbitration. On April 15, 2021, Plaintiffs opposed the motions on several grounds including the need to conduct discovery and, Plaintiffs argued the Plaintiffs and their claims were not bound by the arbitration clauses. Following Midland’s replies and a hearing before the Court, the Court denied the motions to compel arbitration on June 25, 2021.

On January 26, 2021, Plaintiffs served their initial written discovery requests regarding all aspects of their claims; merits, class and damages. After negotiation and entry of a protective order, Defendant produced hundreds of pages of documents related to Plaintiffs’ claim, Midland’s policies and class aspects. Plaintiffs also responded to interrogatories and production demands served by

Midland. Ultimately, the Parties conferred regarding Defendant's discovery demands and Plaintiffs served a motion to compel further response in May of 2022. Simultaneous with discovery, Midland moved to dismiss for lack of standing and for judgment on the pleadings as to Plaintiff Rego only. Plaintiffs opposed the motion which was heard on May 19, 2022.

On September 30, 2022, the Parties jointly moved to stay proceedings because they had agreed to seek a mediated resolution through a neutral. On October 25, 2022, the Parties attended an all-day mediation session before the Honorable Edward P. Leibensperger (Ret.). Declaration of Stephen Taylor ¶ 8. The Parties provided Judge Leibensperger with detailed mediation briefs addressing all aspects of this case: claims in chief, defenses, class certification and the defenses or objections thereto, damages, and settlement. *Id.* The mediation was adversarial and conducted at arm's-length. *Id.* Following the mediation, further discussion resulted in an agreement to settle the matter. *Id.*

The Parties' drafted and executed a class settlement agreement and, on May 23, 2023, the Court granted preliminary approval.

## **II. Notice Process**

### *I. Notice*

On June 6, 2023, KCC received the Class List. (Cordova Decl. ¶ 2). On June 22, 2023, KCC mailed the Postcard Notice and Claim Form to 15,780 class members. *Id.* ¶ 3.

Under the direction of the Parties, KCC established the settlement website, [www.regomcm.com](http://www.regomcm.com), to provide potential Settlement Class Members with access to the Website Notice and other settlement-related documents, as well as the ability to submit a claim form online. (Cordova Decl. ¶ 7). Under the direction of the Parties, KCC also established a toll-free telephone number at which persons could get information regarding the settlement. *Id.* ¶ 8.

Further, following mailing of the Notice, KCC provided the Parties weekly updates regarding claims and/or correspondence received. Pursuant to directions provided by the Parties, on August 1,

2023, KCC sent a Reminder Notice (the “Reminder Notice”) to be printed and mailed to 14,537 Class Members who had not yet submitted a claim. *Id.* ¶ 6.

## *II. Claims and Objections*

There were 2,556 timely, complete, valid and signed claim forms. *Id.* ¶ 9(A).

There were 27 claim forms received after the August 21, 2023, deadline but which were otherwise complete, valid and signed. *Id.* ¶ 9(B)(2). Plaintiffs respectfully request that the Court excuse the late submission as in the best interest of Settlement Class Members and accept these 27 claim forms as valid.

In addition, there were 13 additional claim forms which lacked a signature but were otherwise complete, timely and KCC matched the persons submitting the claims to persons on the class list. *Id.* ¶ 9(B)(1). There was also 1 additional claim form that was received after the August 21, 2023 deadline and lacked a signature and a postmarked date but was otherwise complete and KCC matched the person submitting the claim to a person on the class list. *Id.* ¶ 9(B)(4). As the administrator has matched these claims to persons on the Class List, Plaintiffs request that the Court accept these 14 claim forms as valid for a total valid claim number of 2,597.

## **IV. Terms of the Settlement**

### 1. Benefits to the Class

The Settlement Class preliminarily approved is:

All persons residing in the Commonwealth of Massachusetts to whom, between October 13, 2016, and January 31, 2023, MCM made calls that exceeded the call limitations set forth in 940 C.M.R. 7.04(1)(f) as reflected on the Class List.

(Preliminary Approval Order ¶ 5).

Under the terms of the Settlement Agreement, each Class Member can claim an equal share of a \$725,000.00, non-reversionary, Settlement Fund. *See Settlement Agreement*, Art III(1)(a)&(d). Settlement Class Members who timely submit a valid claim form will receive an equal pro-rata

distribution from the Settlement Fund, after the Fee Award to Class Counsel, the Incentive Award to Plaintiff, and Settlement Administration Costs are deducted from the Settlement Fund. *Id.*

As detailed above, there are 2,597 confirmed claims from class members who, if the settlement is approved, will each receive \$147.94.

If money remains in the Settlement Fund from un-cashed benefit checks, the Parties will confer concerning whether a second distribution is feasible. *See Settlement Agreement*, Art III(1)(f). If the Parties, or one of the Parties, do not petition the Court to approve a second distribution, or at the conclusion of such distribution if unclaimed funds still remain, the remaining in the fund should be directed to the to the Massachusetts IOLTA Committee pursuant to Mass. R. Civ. P. 23(e)(2) as detailed below. *Id.*

## 2. Releases

In exchange for the benefits of the Settlement, Plaintiffs have agreed to dismiss this Action with prejudice as to themselves and all Settlement Class Members. As provided in the Settlement Agreement, Plaintiffs and all members of the Settlement Class shall release Defendant and the Released Parties (*Settlement Agreement* Art V(1)) from all claims “arising out of the calls by MCM that exceeded the call limitations set forth in 940 C.M.R. 7.04(1)(f) to Settlement Class Members regarding a debt between October 13, 2016, and January 31, 2023” (*Settlement Agreement*, Art V(1)(c)).

# **POINT I** **THE SETTLEMENT AGREEMENT** **SHOULD BE GRANTED FINAL APPROVAL**

## **I. STANDARD FOR FINAL APPROVAL OF A CLASS ACTION SETTLEMENT**

A class action may not be “settled or compromised without the approval of the court.” M.G.L. ch. 93A, § 9(2); *accord* Mass. R. Civ. P. 23(c). A court may not grant approval unless it finds that a class action settlement is “fair, reasonable and adequate.” *Sniffin v. Prudential Ins. Co. of America*,

395 Mass. 415, 421 (1985) (quoting *Armstrong v. Board of School Directors of Milwaukee*, 616 F.2d 305, 313 (7th Cir. 1980)); *accord*, *Voss v. Rolland*, 592 F.3d 242, 251 (1st Cir. 2010).

Public policy favors the settlement of class actions. *See Hill v. State St. Corp.*, No. 09-12146, 2015 WL 127728, at \*6 (D. Mass. Jan. 8, 2015) (determination of whether settlement is fair, reasonable and adequate should be conducted “within the context of the public policy favoring settlement”). Final approval of any proposed class settlement ultimately requires the Court to balance “the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement.” *Nat’l Ass’n of Chain Drug Stores v. New England Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009).

Neither Chapter 93A nor Rule 23(c) list the considerations the Court must evaluate in the “fair, reasonable and adequate” inquiry. However, courts often consider the so-called *Grinnell* factors. *See Bezdek v. Vibram USA Inc.*, 79 F. Supp. 3d 324, 343-44 (D. Mass. 2015) (applying factors set forth in *Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974); *New Eng. Carpenters Health Benefits Fund v. First DataBank, Inc.*, 602 F.Supp.2d 277, 281 (D. Mass. 2009); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 72 (D. Mass. 2005); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 93–94 (D. Mass. 2005). These factors include: “(1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (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; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.” *Grinnell*, 495 F.2d at 463.

**II. THE SETTLEMENT AGREEMENT IS FAIR, REASONABLE AND ADEQUATE PURSUANT TO THE GRINNELL FACTORS**

**a. The Complexity, Expense, and Likely Duration of the Litigation Favor Approval**

This factor weighs in favor of approval. This case involves the allegedly unlawful collection practices of Midland, a sophisticated entity. The claims and defenses, and the certification question, are complex, and expensive and time-consuming to resolve.

This case involves M.G.L. ch. 93A, the Massachusetts Consumer Protection Law, which prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” M.G.L. c. 93A, § 2(a). Deceptive acts or practices include conduct in contravention of the Massachusetts Debt Collection Regulations. Those regulations were amended in 2012 to make it “an unfair or deceptive act or practice for a creditor to contact a debtor . . . [by] initiating a communication with any debtor via telephone, either in person or via text messaging or recorded audio message, in excess of two such communications in each seven-day period to either the debtor's residence, cellular telephone, or other telephone number provided by the debtor as his or her personal telephone number . . . .” *Armata v. Target Corp.*, 480 Mass. 14, 17-18 (2018) (quoting 940 C.M.R. 7.04(1)(f)) (emphasis in original).

The regulation defines “communication” as “conveying information directly or indirectly to any person through any medium. . . .” 940 C.M.R. § 7.03. A creditor is liable under M.G.L. c. 93A, § 2 and 940 C.M.R. 7.04(1)(f) if it initiates more than two calls within a seven-day period to a debtor so long as the creditor is either able to reach the debtor or able to leave a voicemail message, regardless of whether the creditor actually does so. *See Armata*, 480 Mass. at 25; *see also Harrington v. Wells Fargo Bank, N.A.*, 2019 WL 3818299, at \*3 (D. Mass. Aug. 14, 2019); *Alper v. Select Portfolio Servicing, Inc.*, 2019 WL 3281129, at \*4 (D. Mass. July 19, 2019).

Class Counsels' investigation and discovery demonstrated, they believe, that Midland was attempting to collect debt from Plaintiffs and others and at times called more than permitted by the Debt Collection Regulation. Moreover, Class Counsel believes that the evidence supported certification of a class under the Chapter 93A: the size of the class is in the thousands; there are questions of law and fact common to all members of the class (including whether the practice of calling Massachusetts consumers more than twice within a seven-day period regarding delinquent debt violates 940 C.M.R. 7.04(1)(f) and M.G.L. c. 93A, § 2, and the validity of Midland's defenses); Plaintiffs are typical of the class as Midland placed more than two calls in a seven-day period to them and the class regarding debts and Plaintiffs and the class were damaged in the same way based on this alleged uniform conduct; and Plaintiffs and their counsel were adequate representatives.

However, Midland hotly disputed Plaintiffs' claims and the sufficiency of class adjudication. For example, on March 26, 2021, Midland served three motions to compel arbitration arguing that both Plaintiffs were bound by arbitration clauses and could not pursue class relief or relief in the Superior Court. Plaintiffs opposed the motions which were denied on June 25, 2021.

Defendant also moved to dismiss Rego's claims for lack of standing and for judgment on the pleadings. Plaintiffs opposed that motion as well which was *sub judice* when the Parties agreed to mediate their dispute.

Further, Midland opposed class certification on several grounds in discovery, through conferrals and at the mediation. Specifically, Midland argued that individualized inquiries into the calls to class members would defeat commonality and that typicality and adequacy could not be met.

Plaintiffs do not believe any of these arguments would defeat class certification, or that whether the existence of purported individual issues would predominate over common issues is even relevant to the analysis under Chapter 93A, but here too Midland's positions establish that the case was complex and involved many discrete factual and legal issues which potentially could have

doomed Plaintiffs' claims, in addition to complicated issues concerning the interpretation of Defendant's business records and how damages can be calculated under Chapter 93A.

The above disputes need not be resolved (or resolved on a final appeal) in light of the settlement. However, the complexity and breadth of the above issues, and the time and expense the litigation and appeals would expend, supports approval of the settlement.

**b. The Reaction of the Class to the Settlement Favors Approval**

The reaction to the settlement has been overwhelmingly positive. There have been 2,597 claims from 15,780 class members, equaling a participation rate of over 14%. *Forcellati v. Hyland's, Inc.*, 2014 WL 1410264, at \*6 (C.D. Cal. Apr. 9, 2014) (“[T]he prevailing rule of thumb with respect to consumer class actions is [a claims rate of] 3-5 percent.”); *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 72 (D. Mass. 2005) (reaction to settlement was positive with 5,489 claims (out of class in the millions), and 10 objections); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005) (reaction to settlement was positive with 10,614 consumer claims (out of class in the tens or hundreds of thousands) and 10 objectors).

This strong participation with no serious objections demonstrates that the class reacted favorable to the settlement.

**c. The Stage of the Proceedings and the Amount of Discovery Completed Favors Approval**

This case settled at an appropriate time after development of the issues and discovery.

As detailed above, there was extensive motion practice; three motions to compel arbitration, a motion to dismiss for lack of standing as to Plaintiff Rego, and Plaintiffs' motion to compel discovery. Further, discovery was advanced. Plaintiffs took and responded to discovery and Plaintiffs reviewed extensive internal documentation from Midland regarding individual and class related issues. The Parties conferred regarding Midland's discovery response and Plaintiffs served a motion

to compel further responses. When the Parties settled each had sufficient information to form a significant appraisal of the strengths and weaknesses in the case. Thus, the stage of the proceedings and the amount of discovery completed favors approval.

**d. The Risks of Establishing Liability**

“[A] significant element of risk adheres to any litigation taken to binary adjudication.” *Lupron*, 228 F.R.D. at 97. Although Plaintiffs believe their arguments in support of liability to be strong, Defendant disputed Plaintiffs’ claims and believed it would prevail on summary judgment, trial and class certification. Further, Midland is represented by very able counsel, and can and has put forth a vigorous defense. There is, therefore, great risk that the issues on liability and certification will not go in Plaintiffs’ favor in this Court or on any appeal. Thus, the risks of establishing liability favor approval of the settlement.

**e. The Risks of Establishing Damages and the Ability of the Defendant to Withstand a Greater Judgment**

Midland’s ability to pay is a neutral factor here. Its ability to pay was not a factor in settlement discussions or in determining the settlement amount.

There is risk in establishing damages. Damages for violations of Chapter 93A are twenty-five dollars or actual damages, whichever is greater, with the prospect of trebling the same for willful or knowing violations. M.G.L. ch. 93A, § 9(3). Whether Plaintiffs could recover the \$25 statutory penalty for each separate violation of the Debt Collection Regulation (*i.e.* for each instance Midland called in excess of two times in a seven day period), as opposed to \$25 dollars per action, is an issue. No court has firmly held either way in the context of the Debt Collection Regulation. However, Courts addressing other claims under Chapter 93A demonstrate the hurdles Plaintiffs could face in recovering multiple statutory damages under Chapter 93A. *See Aspinall v. Philip Morris Companies, Inc.*, 2013 WL 7863290, at \*8-10 (Mass. Super. Feb. 7, 2013). Further, establishing actual damages

on a class or individual basis entails risks both on the merits (how much would this Court or a jury award for actual damages for receipt of too many telephone calls?) and to class certification. To be clear, Plaintiffs believe these risks could be dealt with, but Midland disagrees, and the risks are real and weigh in favor of approval.

**f. The Risks of Maintaining the Class Action through Trial Favor Approval**

As noted, Plaintiffs faced risks on class certification. Although this Court certified a class for settlement purposes, “[t]he requirements for class certification are more readily satisfied in the settlement context than when a class has been proposed for the actual conduct of the litigation.” *White v. Nat’l Football League*, 822 F. Supp. 1389, 1402 (D. Minn. 1993) (citations omitted); *see also Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620, 117 S. Ct. 2231 (1997) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.”); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 303 (3d Cir. 2011) (*en banc*). Thus, there is no guarantee that a class would have been certified for litigation purposes in this case.

If the Court had rejected certification, there would have been no relief for any class member except the named Plaintiffs *if* they prevailed, regardless of the merits of underlying class claims. Because of this risk, this factor also favors approval of the Settlement.

**g. The Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and of all the Attendant Risks of Litigation**

The final two factors weigh strongly in favor of approval.

Settlement Class Members will recover approximately \$147.94 as their *pro rata* share of the net Settlement Fund. This is a very good result for violations of Chapter 93A and the Debt Collection Regulation.

Comparison to class action settlements under the Telephone Consumer Protection Act (“TCPA”), the federal statute that prohibits certain robocalls, is instructive. Compared to Chapter 93A, with its minimum award of \$25 which may be limited to just that amount no matter the number of violations, damages under the TCPA are *at least* \$500 per each and every violation of the that act. 47 U.S.C. § 227(c)(5)(B). However, TCPA class settlements worth far less than the settlement here are frequently approved as fair, reasonable, and adequate. *See, e.g., In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 789 (N.D. Ill. 2015) (per claimant recovery of \$34.60 with a participation rate of 7.8%); *In Gehrich v. Chase Bank USA, N.A.*, 2016 WL 806549 (N.D. Ill. Mar. 2, 2016) (per claimant recovery of \$52.50 with participation rate of 1.08%); *Ott v. Mortgage Inv’rs Corp. of Ohio, Inc.*, 2016 WL 54678, (D. Or. Jan. 5, 2016) (per claimant recovery of \$140.86 with participation rate of .08%); *Rose v. Bank of Am. Corp.*, 2014 WL 4273358 (N.D. Cal. Aug. 29, 2014) (\$20.00 to \$40.00 per class member with 3% claims rate). In comparison, the settlement value here is very high and is more than reasonable in light of the best possible recovery and of all the attendant risks of litigation.

For all the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval to the Settlement Agreement.

**POINT II**  
**THE COURT SHOULD APPROVE THE MASSACHUSETTS IOLTA COMMITTEE AS**  
**RECIPIENT FOR ANY RESIDUAL FUNDS**

Mass. R. Civ. P. 23(e)(2) provides that, as part of “any order, judgment or approved compromise in a class action . . . that establishes a process for identifying and compensating members of the class may provide for the disbursement of residual funds. In matters where the claims process has been exhausted and residual funds remain, the residual funds shall be disbursed to one or more nonprofit organizations or foundations [ . . ] or 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.”

The expectation in this case is that any *cy pres* distribution of residual funds will be low. The entire net settlement fund will be dispersed to claiming Settlement Class Members in the first instance. To the extent Settlement Checks are not cashed, the Parties will confer to determine if there is sufficient amounts remaining to recommend a second distribution if either or both Parties wish to make that recommendation. Given the face value of the settlement checks will be substantial, it is not expected that many class members will forgo their claimed share. Nevertheless, it is reasonable to assume that some amount may remain. Rule 23(e) provides for dispersal to the IOLTA committee and the Parties request the Court approve such dispersal.

**POINT III**  
**THE KAPINOS OBJECTION SHOULD BE DISREGARDED**

The Kapinos Objection (Exhibit A) largely speaks for itself as to why it is improper. Regarding this settlement, no specific settlement term is addressed. The objection does not state what is insufficient about the settlement, what the objector believes would be sufficient, why it would be sufficient or why this negotiated resolution which provides significant relief for thousands is unfair. “[O]bjectors bear the burden of proving any assertions they raise challenging the reasonableness of [the] class action settlement.” *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) (internal citation omitted and collecting cases). The Kapinos Objection does not attempt to meet this burden nor does it appear to object to any part of the settlement.

The Court has an obligation and duty to absent class members and meritorious objections can be “immense help to a [court] in evaluating the fairness of a settlement.” *Bezdek v. Vibram USA, Inc.*, 809 F.3d 78, 84 n.3 (1st Cir. 2015). “Of course, it is also important for [courts] to screen out improper objections.” *Id.* (citing *Newberg on Class Actions* § 13:21 (5th ed.)). Here, the Kapinos Objection

does not raise any substantive issues, stands against the thousands of members who submitted claims, and should be overruled and disregarded.

**CONCLUSION**

For the reasons set forth above, the Plaintiffs respectfully request that the Court enter the proposed Final Approval Order.

Dated: October 2, 2023

LEMBERG LAW, LLC  
/s/ Sergei Lemberg  
Sergei Lemberg (BBO#650671)  
Stephen Taylor (PHV)  
Lemberg Law, LLC  
43 Danbury Road  
Wilton, CT 06897  
Tel: (203) 653-2250  
Attorneys for Plaintiffs

# EXHIBIT A

AUG 18 2023

**MOTION TO OBJECT TO SETTLEMENT OFFER for**JENNIFER A. SULLIVAN, ESQ.  
CLERK / MAGISTRATE  
**Crystal Rego and Dawn Lepore v. Midland Credit Management, Inc.****Bristol County Superior Court-New Bedford**

Providence Behavioral Health Hospital could have and should have resolved nearly all if not all of these problems back in January 2017 when the Westfield Police ( <https://www.cityofwestfield.org/563/Detective-Bureau> ) abused a psychiatric section 12. Victim's full name is Jason Ernest Kapinos. Victim's current address is 96 Hawks Circle, Westfield, Massachusetts 01085-1576. Victim's telephone numbers are 413-642-3587 (Comcast Landline) and 413-562-7351 (Verizon Landline). Victim, Jason Kapinos, objects to the class settlement in whole and if his objection in whole is not allowed, then in part. This 24-page document "set[s] forth the complete legal and factual basis for the Objection." Because of tortious interference by malicious prosecutions before the Westfield District Court ( <https://www.mass.gov/locations/westfield-district-court> ) known as Westfield Court Associates, LLC as owned by Paul C. Picknelly, Victim, Jason Kapinos may not be able to provide copies of documents that he would have otherwise provided like the (#1) 176 or so page packet that Jason Kapinos had sent to The Vanguard Group ( <https://investor.vanguard.com/investor-resources-education/news/who-owns-vanguard> ) in December 2016 or so concerning *Patriot's Day* that aired in the Communist-run Chinese AMC Theaters, in support of his position. Victim, Jason Kapinos, would have wanted to include a printout of his (#2) exclusion document for Capital One before the Federal Court in Virginia ( <https://www.capitalonesettlement.com/> ), a document proving how (#3) the plaintiff in Docket # 2044-RO-0330 before the Westfield District Court known as *E.J.M.* is a Nazi-era war criminal who should be sentenced to death for crimes against humanity as he supports Doctor Mengele-style twinning experiments by murdering Tamerlan Tsarnaev to "make an example" out of Jason Kapinos. Victim, Jason Kapinos, would have wanted to include his (#4) exclusion documents that were filed before the Hampden County Superior Court for *Joyner versus Behavioral Health Network* ( <http://www.behavioralhealthsettlement.com/case-documents.aspx> ) as well as (#5) a staged arson hate crime packet. Victim, Jason Kapinos intends to attend the Final Approval Hearing *pro se* to offer testimony at the Final Approval Hearing. Refer to: <https://regomcm.com/frequently-asked-questions.aspx#a1>

Westfield Court Associates, LLC is represented by Murphy & McCoubrey's ( <http://www.murphymccoubrey.com/attorneys/> ) Jason Levine ( <https://jasonlevine.com/> ) to whom Jason Kapinos was referred by ARAG as represented by Allen & Overy that merged with Sherman & Sterling ( <https://www.shearman.com/en/news-and-events/news/2023/05/allen-and-overy-and-shearman-abd-sterling-to-create-fully-integrated-global-elite-law-firm> ) and Hogan Lovells ( <https://www.hoganlovells.com/en/global-careers/careers-in-the-united-states/career-pods/our-locations> ) to dispute Banco Santander Credit Card debt bank in January 2019. Allen & Overy was assigned to the KPMG inquiry (

<https://www.law.com/international-edition/2019/04/02/ao-consulting-arm-secures-role-on-big-four-inquiry/> ). Westfield Court Associates, LLC is also represented by Bacon & Wilson ( <https://www.baconwilson.com/attorney/dialessi-lafley-julie-a/> ) with outside counsel of Morrison & Mahoney ( <https://www.morrisonmahoney.com/locations> ) ; Cain Hibbard, & Myers (where Judge Rota worked) ( <https://cainhibbard.com/contact/> ) ; and Robinson & Donovan ( <https://robinsondonovan.com/the-firm/> ) .

This Motion to Object to Settlement Offer is being sent from the Holyoke Mall as represented by Resnic, Beauregard, Waite and Driscoll who represent Holyoke Medical Center ( <https://www.holyokehealth.com/services-specialities/> ) that abused a psychiatric section 12 in December 2021 so that Jason Kapinos could not attend *Joyner versus Behavioral Health Network* before the Hampden County Superior Court. Moreover Resnic, Beauregard, Waite and Driscoll represent Clinical Support Options ( <https://www.csoinc.org/locations> ) (as also represented by Cooley Shrair) that harbors the pre-meditated murderers of Tamerlan Tsarnaev by bone saw. The City of Holyoke, Massachusetts ( <https://www.holyoke.org/solicitor-staff/> ) is represented by Brooks, Sanborn & Mulcahy, LLP and Sullivan, Hayes & Quinn, LLC ( <https://www.sullivanandhayes.com/> ) as well as Robert W. Shute and Peter F. Brady. Providence Behavioral Health Hospital that was acquired by Miravesta Behavioral Health ( <https://www.masslive.com/news/2021/02/new-owners-of-providence-behavioral-health-hospital-in-holyoke-plan-to-resume-inpatient-psychiatric-care.html> ) as allowed by Cooley Shrair/Halloran & Sage ( <https://halloransage.com/news/halloran-sage-expands-into-massachusetts-welcomes-cooley-shrair/> ) ; Thomas Marrion from Hinckley Allen ( <https://www.hinckleyallen.com/people/thomas-s-marrion/> ) ; and Peter T. Lane from Fierst Bloomberg ( <https://www.fierstbloomberg.com/lane> ) harbor the pre-meditated murderers of Tamerlan Tsarnaev by bone saw. Holyoke Medical Center is also represented by Skoler, Abbott, and Presser ( <https://www.skoler-abbott.com/attorneys> ) who racketeer with their client, Baystate Franklin, and The Royal Law Firm (that is a front for Skoler, Abbott, and Presser) to stage an arson attack against 39 Hawks Circle on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST. Holyoke Gas & Electric is represented by Lyon & Fitzpatrick ( <https://www.lyonfitzpatrick.com/attorneys> ) who represent The Dowd Agencies ( <https://www.dowd.com/the-dowd-agencies-acquires-wilcox-insurance-agency/> ) and while Holyoke Gas & Electric ( <https://www.hged.com/services/electric-service/default.aspx> ) is the Internet Service Provider for Bulkley, Richardson, & Gelinias who racketeer with Murphy & Riley ( <https://www.murphyriley.com/professionals> ) to abuse psychiatric section 12s for Parker & O'Grady ( <https://www.parkerandogrady.com/> ) for the Westfield Police and Barclay's Bank that enabled Jeffrey Epstein ( <https://nypost.com/2023/08/03/jamie-dimon-says-hes-so-sorry-jpmorgan-did-business-with-jeffrey-epstein/> ) . Ferriter & Ferriter also represent Holyoke Gas & Electric and Toronto Dominion Bank, a white collar criminal ( <https://www.fbi.gov/investigate/white-collar-crime> ) behind "The One Fund" and "Boston Strong". Bulkley, Richardson, & Gelinias abuse this Holyoke Gas & Electric IP address - hge29-18,hge.net (216,19,252,18:22017) - from the Town of Ludlow, Massachusetts where the Hampden

County Jail ( <https://www.mass.gov/locations/hampden-county-jail-and-house-of-correction> ) is located to harbor the pre-meditated murderers of Tamerlan Tsarnaev by bone saw. The Town of Ludlow, Massachusetts is represented by Cooley Shrair/Halloran & Sage and Doherty, Wallace, Pillsbury, & Murphy ( <https://dwpm.com/members/> ) with outside counsel of Arent Fox LLP ( <https://www.afslaw.com/attorneys> ) and Posternak Blankstein & Lund LLP ( <https://www.afslaw.com/perspectives/press-releases/arent-fox-continues-national-expansion-merges-bostons-posternak> ) whose counsel is Foley Lardner ( <https://www.foley.com/en/people> ) who represent Morrison & Foerster ( <https://www.mofo.com/offices> ) who represent both TARGET and Bank of America that both framed Tamerlan Tsarnaev for terrorism at the Boston Marathon of the 15<sup>th</sup> of April 2013. Most notably, the City of Holyoke Law Department is represented by Morrison & Mahoney who represent the Department of Corrections for the Commonwealth of Massachusetts that illegally detained Jason Kapinos at the Shirley State Prison ( <https://www.mass.gov/locations/mci-shirley> ) on the 24<sup>th</sup> of March 2023 in revenge against Jason Kapinos for his efforts to punish the Westfield Police Officers who are accessories before the fact to Tamerlan Tsarnaev's pre-meditated murder. Bulkley, Richardson, & Gelinis also abuse an IP address from the City of San Francisco in the County of San Francisco as represented by Munger, Tolles, and Olson ( <https://www.mto.com/lawyers> ) who represent Bank of America, Bill Gates, Jeff Bezos, and Jahar Tsarnaev while Attorney Ginger D. Anders ( <https://www.mto.com/lawyers/ginger-d-anders> ) was ineffective assistance of counsel for Jahar Tsarnaev before the United States Supreme Court. Bulkley, Richardson, & Gelinis also abuse an IP address from the City of Los Angeles where the administrator for this class action has a PO Box. Morrison & Mahoney not only represent the City of Holyoke Law Department and the Department of Corrections for the Commonwealth of Massachusetts but also Bacon & Wilson who represent Behavioral Health Network, accessories before the fact to Tamerlan Tsarnaev's pre-meditated murder. Morrison & Mahoney also represent American Airlines that allowed 9/11/2001. Refer to: <https://www.ae911truth.org/evidence/videos>

Jason Kapinos' court appointed counsel from the Committee for Public Counsel Services (CPCS), Mr. Lawrence Madden, and his conniver, Sam Rosenberg, before the Westfield District Court both support Jason Kapinos' neighbors making credible death threats against him for the benefit of CPCS' Skadden Arps Fellowship, and both could have murdered Jason Kapinos on the 2<sup>nd</sup> of March 2023 at Baystate Noble through what could have been a fatal overdose of Ketamine and two other tranquilizers that were prescribed illegally by Westfield Emergency Physicians (Bulkley, Richardson, & Gelinis), Baystate Noble, and Behavioral Health Network's Crisis Services ( Murphy & Riley). Lawrence Madden wants to murder Jason Kapinos as a "Nazi" for Jeff Bezos for Cravath, Swaine, & Moore ( <https://www.cravath.com/news/amazons-dollar845-billion-acquisition-of-mgm.html> ) ; Paul Weiss ( <https://www.paulweiss.com/practices/transactional/mergers-acquisitions/news/mgm-completes-845-billion-sale-to-amazon?id=42614> ) ; and Latham & Watkins (

<https://www.lw.com/en/news/2021/05/latham-watkins-advises-mgm-acquisition-amazon> ) for “Nazi” Hunters on Amazon for Ms. Deana Ahn from Davis, Wright, & Tremaine ( <https://www.dwt.com/people/a/ahn-deana> ) along with her manager, Lynn Loacker ( <https://www.dwt.com/people/l/loacker-lynn-j> ) , Zachary Beetham ( <https://www.linkedin.com/in/zachary-beetham-a9a454156> ) , and others at Davis, Wright, & Tremaine as Davis, Wright, & Tremaine harbor the pre-meditated murderers of Tamerlan Tsarnaev by bone saw on the Westfield Police as represented by Parker & O’Grady. Amazon rewarded Tel Aviv with a \$7.2 billion dollar data center for framing Tamerlan Tsarnaev for terrorism and murdering him: <https://www.timesofisrael.com/amazon-to-invest-7-2b-in-israel-as-tech-giant-rolls-out-local-cloud-data-region/> Davis, Wright, & Tremaine are also arsonists against 39 Hawks Circle who want Jason Kapinos “put down” like a “filthy dog” as an “enemy of Israel”.

LambergLaw is adverse to Jason Kapinos as a client of LambergLaw who should be prosecuted for obstruction of justice harbors the pre-meditated murderers of Tamerlan Tsarnaev (across Hawks Circle) as well as the Westfield Police who, in violation of the Anti-KKK Act ( <https://harvardlawreview.org/forum/vol-136/the-anti-klan-act-in-the-twenty-first-century/> ) , are yet more pre-meditated murderers of Tamerlan Tsarnaev. The Westfield Police are represented by Parker & O’Grady who remind Jason Kapinos of Alex Murdaugh: <https://www.thedailybeast.com/how-alex-murdaughs-murder-trial-was-derailed-by-a-bomb-threat> Jason Kapinos did not know about the pre-meditated murder weapon until after the pre-meditated murder. More than 1,110 people have been charged over January 6th per this report (<https://www.npr.org/2021/02/09/965472049/the-capitol-siege-the-arrested-and-their-stories> ) from NPR. But why not the 264 crisis actors ( <https://www.justice.gov/opa/pr/national-health-care-fraud-and-opioid-takedown-results-charges-against-345-defendants> ) at the Boston Marathon of the 15<sup>th</sup> of April 2013? Please advise whether Class Member, Jason Kapinos, “failed to object in the manner set forth herein ( <https://regomcm.com/frequently-asked-questions.aspx#a9> ) .” Jason Kapinos’ counsel, Matthew S. Hutchinson (who was a prosecutor for Hampden County for a weapons possession case that was dismissed in the year 2017 before the Westfield District Court) anticipates law firms involved in these matters adverse to Jason Kapinos will be out of business.

Chief Justice Groce does not care that it is illegal to practice medicine but without a license: <https://www.justice.gov/usao-ut/pr/three-year-manhunt-alleged-fake-doctor-selling-unproven-coronavirus-cure-ends-utah> Chief Justice Groce cannot human traffic ( <https://www.justice.gov/crt/involuntary-servitude-forced-labor-and-sex-trafficking-statutes-enforced> ) Jason Kapinos as any sort of medical provider or hospital worker. Jason Kapinos is being human trafficked by Westfield Court Associates, LLC. Chief Justice Groce allows Murphy & Riley (<https://www.murphyriley.com/post/christopher-g-perillo-has-been-elected-a-member-of-the-firm> ) for Behavioral Health Network’s Crisis Services ( <https://www.bhninc.org/services-and-programs/emergency-services/crisis-intervention> ) and David Parke from Bulkley, Richardson, & Gelinis

(<https://bulkley.com/professionals/parke-david/>) for Westfield Emergency Physicians to ongoingly abuse psychiatric sectioning to punish Jason Kapinos for his rationale beliefs that the blood at the Boston Marathon of the 15<sup>th</sup> of April 2013 was not real blood per the reports of Doctor Lorraine Jeanette Day as publicly known here ([https://goodnewsaboutgod.com/studies/political/newworld\\_order/boston\\_marathon.htm](https://goodnewsaboutgod.com/studies/political/newworld_order/boston_marathon.htm)) ; Doctor Stanley Kimball Monteith ([https://www.reddit.com/r/conspiracy/comments/339a93/dr\\_stan\\_monteith\\_a\\_35year\\_ort\\_hopedic\\_surgeon\\_on/](https://www.reddit.com/r/conspiracy/comments/339a93/dr_stan_monteith_a_35year_ort_hopedic_surgeon_on/)) ; Doctor Cesar Luis Baruja Baquer (<https://gumshoenews.com/open-letter-president-trump-concerning-jahar/>) who Jason Kapinos personally knows; and others. Baystate Noble (<https://www.baystatehealth.org/locations/noble-hospital>) , Providence Behavioral Health Hospital as acquired by MiraVesta Behavioral Health (<https://www.miravistabhc.care/contact/>) , Baystate Franklin (<https://www.baystatehealth.org/locations/franklin-medical-center>) , Baystate Springfield (<https://www.baystatehealth.org/locations/baystate-medical-center>) , Holyoke Medical Center (<https://www.holyokehealth.com/contact-us/>) , The Arbour Hospital (<https://arbourhospital.com/about-us/our-facilities/>) , and Worcester Recovery Center (<https://www.mass.gov/locations/worcester-recovery-center-and-hospital-wrch>) and Hospital should all be civilly and criminally prosecuted for racketeering between 2017 through 2023 and ongoing.

Here is the precedent against the Westfield Police like Captain Michael McCabe as represented by Parker & O'Grady who ran in the Boston Marathon of the 15<sup>th</sup> of April 2013 as publicly known here ([https://www.masslive.com/news/2013/04/westfield\\_police\\_capt\\_michael.html](https://www.masslive.com/news/2013/04/westfield_police_capt_michael.html)) to rig the mayoral race in Westfield, Massachusetts for himself through hoax bombing the Boston Marathon of the 15<sup>th</sup> of April 2013: Georgia indicts Trump and 18 allies on charges in election interference case — former president's 4th criminal indictment (<https://www.cbsnews.com/news/trump-charges-fulton-county-georgia-election-investigation/>) Credibly violent nut-cases like Westfield "Police" Captain Michael McCabe who is now the "Mayor" of Westfield, Massachusetts (<https://www.cityofwestfield.org/182/Mayor>) under color of office ([https://www.law.cornell.edu/wex/color\\_of\\_office](https://www.law.cornell.edu/wex/color_of_office)) and color of law (<https://www.justice.gov/crt/deprivation-rights-under-color-law>) as represented and harbored by Judge O'Grady from Parker & O'Grady (who was rewarded by Governor Charlie Baker with a job on the Westfield District Court for murdering Tamerlan Tsarnaev) have been punished by the FBI before: Long Beach Man Found Guilty of Federal Charges for Bombing of Aliso Viejo Spa That Killed Ex-Girlfriend and Severely Injured 2 Others (<https://www.justice.gov/usao-cdca/pr/long-beach-man-found-guilty-federal-charges-bombing-aliso-viejo-spa-killed-ex>)

The settlement should be REJECTED as a private client of LambergLaw (<https://lamberglaw.com/about/where/>) as located at 43 Danbury Rd. Wilton, CT 06897; 406 Paradise Road, Suite 3G, Swampscott MA, 01907; and 188 Grand Street, Floor 2

New York, NY 10013 who maliciously prosecuted ( [https://www.law.cornell.edu/wex/malicious\\_prosecution](https://www.law.cornell.edu/wex/malicious_prosecution)) Jason Kapinos both civilly though an ex parte civil harassment prevention order hearing with a Docket # of 2144-RO-000210 and criminally before the Westfield District Court (<https://www.mass.gov/locations/westfield-district-court> ) as located at 224 Elm Street, Westfield, Massachusetts 01085 and as allowed by the Westfield Police (<https://www.cityofwestfield.org/563/Detective-Bureau> ) , Massachusetts Police ( <https://www.mass.gov/state-police-detective-unit> ) , Boston FBI ( <https://www.fbi.gov/contact-us/field-offices/boston/about> ) , and Sheriff's Office for Hampden County (<https://hampdencountysheriff.com/home> ) , through a complaint of "criminal harassment" violently racketeers with 53 State Street ( <https://beaconcapital.com/property/53-state-street> ) that harbors ( <https://www.justice.gov/archives/jm/criminal-resource-manual-1827-harboring-applicable-statutes> ) Hinshaw & Culbertson LLP who support kidnapping Tamerlan Tsarnaev instead of Jason Kapinos as a pre-meditated murder, torturing Tamerlan Tsarnaev instead of Jason Kapinos as a pre-meditated murder, crushing Tamerlan Tsarnaev instead of Jason Kapinos underneath a motor vehicle as a pre-meditated murder to produce "speed bump" magnets for Howie Carr from WRKO as can be seen here ( <https://wrko.iheart.com/featured/the-howie-carr-show>) as located at 1 Cabot Road, Suite 320, Medford, MA 02155 as allowed by the Medford, Massachusetts Police ( <https://medfordpolice.com/contact-info/> while Tamerlan Tsarnaev's pre-meditated murder was foreshadowed in an episode of *Family Guy* known as "Turban Cowboy" as allowed by Fuzzy Door Productions with a principal address of 2121 Avenue of the Stars #1300 Los Angeles, CA 90067 ( <https://www.lapdonline.org/file-a-police-report/> ) and a mailing address of 1925 Century Park E 22ND FLOOR Los Angeles, CA 90067 ( <https://www.lapdonline.org/file-a-police-report/> ) as well as an agent of Jackoway Austen Tyerman Wertheimer Mandelbaum Morris Bernstein Trattner & Klein, PC as located at 1925 Century Park E # 2200, Los Angeles, CA 90067 ( <https://www.lapdonline.org/file-a-police-report/> ) who can be reached by telephone at 310-553-0305 that was a derivative work of Jason Kapinos' stolen intellectual property ( <https://www.fbi.gov/file-repository/intellectual-property-protection-brochure.pdf/view> ) of which the Westfield Police as represented by Parker & O'Grady ( <https://www.parkerandogrady.com/> ) as located at 124 College Hwy, Southamptn, MA 01073 were aware of on the 10<sup>th</sup> of January 2013 , lynching Tamerlan Tsarnaev instead of Jason Kapinos with wires as a pre-meditated murder in violation of The Matthew Shepard And James Byrd, Jr., Hate Crimes Prevention Act Of 2009 (<https://www.justice.gov/crt/matthew-shepard-and-james-byrd-jr-hate-crimes-prevention-act-2009-0> ) and Emmett Till Antilynching Act 117th Congress (2021-2022) ( <https://www.vox.com/22995013/anti-lynching-act-emmett-till> ) as well as vivisection and dismembering Tamerlan Tsarnaev instead of Jason Kapinos with apparently a bone saw as a kidnapping and torture plot for which this case ( <https://www.justice.gov/usao-edpa/pr/queens-ny-man-found-guilty-kidnapping-torture-plot-which-resulted-death-two-brothers>) can be the precedent against the Westfield Police as this pre-meditated

murder was for Detective Scott Phelon, an eco-terrorist and animal welfare extremist, on the Westfield Police ( <https://www.cityofwestfield.org/563/Detective-Bureau> ) as located at 15 Washington Street Westfield, MA 01085 as represented by Parker & O'Grady for "animal welfare advocates" ( <https://www.fbi.gov/news/testimony/animal-rights-extremism-and-ecoterrorism> ) and for an Evangelical Church as a removal program against Jason Kapinos from January 2017 and ongoing. Police Officers have been sentenced to death before, and here is the precedent against the Westfield Police: Texas executes former Missouri City public safety officer for 1994 murder of estranged wife <https://www.click2houston.com/news/local/2023/01/11/former-missouri-city-safety-officer-executed-for-masterminding-murder-for-hire-plot-that-killed-wife-nearly-30-years-ago/>

The Westfield Police as represented by Parker & O'Grady and the Sheriff's Office for Hampden County as represented by Theresa S Finnegan, Esq.; Edward J McDonough, Jr., Esq., Joseph M Pacella, Esq.; Michael P Sheridan, Esq., Thomas E. Day, Esq allow these murders. Egan, Flanagan, & Cohen for their private clients of Ropes & Gray who represent The Vanguard Group (whom Jason Kapinos complained in the year 2016) are involved in a larceny scheme against 96 Hawks Circle, that is to say, LARCENY BY STEALING FROM A (PERSON [JULIA and ERNEST KAPINOS] 60 YEARS OF AGE OR OLDER) (DISABLED PERSON [JASON, JULIA, and ERNEST KAPINOS]) ( <https://www.mass.gov/doc/8525-larceny-by-stealing-from-a-person-60-or-olderdisabled/download> ) for JP Morgan Chase; Bank of America, CitiGroup; TD Bank; Capital One; American Express; Citizens Bank; Barclay's; Banco Santander; DISCOVER Financial; Synchrony Financial; and likely others. Every Prosecutor, Magistrate, or Judge who has ever been involved in Jason Kapinos' matters should be criminally prosecuted under: 18 U.S. Code § 373 - Solicitation to commit a crime of violence as they support credible threats of violence against victim, Jason Kapinos, to kidnap, torture, crush, lynch along with vivisect and dismember Jason Kapinos by bone saw for "animal welfare advocates". <https://www.law.cornell.edu/uscode/text/18/373>

The lawyers at LambergLaw should be sentenced to death if LambergLaw supports Tamerlan Tsarnaev's pre-meditated murder by bone saw. Here is the precedent against LambergLaw if LambergLaw supports murdering Tamerlan Tsarnaev by bone saw and dumping his corpse into the Beth Israel Deaconess Medical Center: Lawyer sentenced to death for racist murders <https://www.irishexaminer.com/world/arid-30012479.html> Hinshaw & Culbertson LLP supports Tamerlan Tsarnaev's pre-meditated murder for Midland Credit Management ( <https://www.midlandcredit.com/contact/> ) since Midland Credit Management as located at P.O. Box 939069, San Diego, CA 92193 never blocked or punished the transactions to the 264 crisis actors at the Boston Marathon of the 15<sup>th</sup> of April 2013 for private clients like Capital One Bank North America that failed to block the fraudulent credit card transactions to the 264 or so crisis actors ( <https://www.justice.gov/opa/pr/national-health-care-fraud-and-opioid-takedown-results-charges-against-345-defendants> ) at the Boston Marathon of the 15<sup>th</sup> of April 2013 who ran a racketeering enterprise ( <https://www.justice.gov/jm/jm-9-110000-organized->

crime-and-racketeering ) as allowed by Skadden, Arps, Slate, Meagher, & Flom as located at 500 Boylston St, Boston, MA 02116 and Sugarman, Rogers, Barshak & Cohen, P.C. as was located at 101 Merrimac St, Boston, MA 02114 as well as a cartel of about 90 lawyers ( [https://www.shefflaw.com/wp-content/uploads/2017/06/boston\\_business\\_journal-one\\_fund-6-20-14.pdf](https://www.shefflaw.com/wp-content/uploads/2017/06/boston_business_journal-one_fund-6-20-14.pdf) ) while Sugarman, Rogers, Barshak & Cohen, P.C. ( who are now out of business likely because of the Boston Hoax Bombings) never appeared for *Joyner versus Behavioral Health Network*. Nor did Cohen & Malad ( <https://www.cohenandmalad.com/contact-us/> ) as located at One Indiana Square, N Pennsylvania St #1400, Indianapolis, IN 46204; Mullen & Coughlin ( <https://www.mullen.law/contact/> ) as located at 426 W Lancaster Ave, Devon, PA 19333 ; Yurko Partners ( <https://yurkopartners.com/contact> ) as located at 1 Washington St # 1102, Boston, MA 02108 ; or Branstetter, Stranch & Jennings ( <https://www.bsifirm.com/> ) as was or is located at 223 Rosa L Parks Ave #200, Nashville, TN 37203 who all harbor the pre-meditated murderers of Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot ( <https://www.justice.gov/usao-edpa/pr/queens-ny-man-found-guilty-kidnapping-torture-plot-which-resulted-death-two-brothers> ) for Jessen ( <https://deathpenaltyinfo.org/state-and-federal-info/federal-death-penalty> ) & Mitchell ( <https://deathpenaltyinfo.org/state-and-federal-info/federal-death-penalty> ) torture doctors from Guantanamo Bay who should both be sentenced to death for their conniving at Tamerlan Tsarnaev's pre-meditated murder for Blanke & Rome ( <https://www.blankrome.com/attorneys> ) who represent Trump Towers, Hotels, and Casinos as headquartered at 725 5th Ave, New York, NY 10022. Midland Credit Management is owned by Encore Capital Group ( <https://www.encorecapital.com/careers-locations/> ) as located at 350 Camino de la Reina, Suite 100. San Diego, CA 92108.

Chief Justice Groce's behavior is not consistent that Jason Kapinos, a white-skinned male, has equal protection under the law ( [https://www.law.cornell.edu/wex/equal\\_protection#:](https://www.law.cornell.edu/wex/equal_protection#:) ) to African Americans, women, or non-human animals. That's why Chief Justice Groce supports the Westfield Police who threaten to kidnap Jason Kapinos, torture Jason Kapinos, crush Jason Kapinos underneath a motor vehicle along with lynch in addition to vivisect and dismember Jason Kapinos by bone saw for "animal welfare advocates" ( <https://www.fbi.gov/news/testimony/animal-rights-extremism-and-ecoterrorism> ) and harvest Jason Kapinos' human organs because the Chief Justice does operate as if Jason Kapinos has equal protection under the law ( [https://www.law.cornell.edu/wex/equal\\_protection#:](https://www.law.cornell.edu/wex/equal_protection#:) ) to non-human animals: The 14th Amendment's Requirement of Equality Under Law Is a Dead Letter Constitutional Guarantee <https://www.paulcraigroberts.org/2023/08/13/the-14th-amendments-requirement-of-equality-under-law-is-a-dead-letter-constitutional-guarantee/> Refer to: 18 U.S. Code § 48 - Animal crushing <https://www.law.cornell.edu/uscode/text/18/48> It was the prosecutor, Jamie Spinella's choice, to have her colon removed. However, Jamie Spinella believe that Jason Kapinos' neighbors are the "victims" if they cannot dismember Tamerlan Tsarnaev by bone saw instead of Jason Kapinos. Refer to:

<https://lauraspinella.net/2018/05/18/the-unlikeliness-of-today/> Jahar Tsarnaev was wrongfully convicted by Newspaper on the 15<sup>th</sup> of April 2013 (as would have happened to Jason Kapinos or nearly if not anybody else on Boylston Street as allowed by Morgan, Brown, and Joy as located at 200 State Street, 11th Floor Boston, Massachusetts 02109 and Stoneman, Chandler, & Miller as located at 99 High St # 1601, Boston, MA 02110 who represent both the City of Boston, Massachusetts and the Beth Israel Deaconess Medical Center as located at 330 Brookline Avenue, Boston, MA 02215. Special Counsel Jack Smith should be criminally prosecuted for wire fraud (<https://www.law.cornell.edu/uscode/text/18/1343>) .

**WE DON'T WANT TO LIVE IN A SOCIETY WHERE SOMEBODY** [*like Jahar Tsarnaev* (<https://www.paulcraigroberts.org/2015/08/17/fbi-evidence-proves-innocence-accused-boston-marathon-bomber-dzhokhar-tsarnaev/>) , *Tamerlan Tsarnaev* (<https://www.arlingtoncardinal.com/2013/04/zubeidat-tsarnaeva-mother-of-boston-bombers-america-took-my-kids-away-from-me/>) , *Ibragim Todashev* (<https://www.thedailybeast.com/articles/2015/03/02/fbi-faces-30m-lawsuit-for-killing-tsarnaev-s-friend-ibragim-todashev>) , and similarly situated persons are] **CONVICTED BASED ON THE NEWSPAPERS** [*like The Boston Globe that was sold at a billion dollar loss* (<https://www.nbcnews.com/businessmain/boston-globe-once-bought-1-1-billion-sells-70-million-6c10835491>) by *The New York Times* as represented by *Day Pitney for State Street, Matthew Fontaine (FBI), and TD Bank that underwrote "The One Fund"* (<https://www.uschamberfoundation.org/corporate-citizenship-center/boston-marathon-response-corporate-aid-tracker>) after the *Boston Hoax Bombings while State Street racketeers with Bacon & Wilson for Behavioral Health Network* (<http://www.behavioralhealthsettlement.com/case-documents.aspx>)] . **I CAN TELL YOU VERY OFTEN WE HAVE CASES WE INVESTIGATED WHERE THERE'S ALLEGATIONS IN THE NEWSPAPERS WHICH, IF THOSE ALLEGATIONS WERE TRUE, AND IF THOSE ALLEGATIONS WERE THE COMPLETE STORY. I CAN SEE WHY THE AVERAGE AMERICAN WOULD THINK THAT IS CORRUPT, BUT WE DON'T WANT TO LIVE IN A SOCIETY OF A FORM OF MOB RULE WHERE WE GET A FEW ALLEGATIONS WITHOUT ANY PROCESS** [*as the Emergency Departments across Boston, Massachusetts did not expose the "victims" as crisis actors*] **AND** [*the Westfield Police*] **CONVICT SOMEBODY. I THINK THAT'S THE ROLE OF THE PROSECUTOR** [*like Jamie Spinella from the District Attorney's Office for Hampden County*] **TO TAKE ALLEGATIONS LIKE THAT WHEN THEY ARE PUBLIC INVESTIGATE, AND SEE IF THE FACTS ACTUALLY BACK UP WHAT'S THERE. IS THE ALLEGATION IN THE SOURCE CREDIBLE? IS THERE INFORMATION ON THE OTHER SIDE** [*as known here* (<https://gumshoenews.com/open-letter-president-trump-concerning-jahar/>)] ? **JACK SMITH from Defining Corruption** <https://www.c-span.org/video/?c5042025/jack-smith>

18 U.S. Code § 1343 - Fraud by wire, radio, or television

**Whoever** [*like Special Counsel Jack Smith from Hospital Corporation of America as represented by Skadden, Arps, Slate, Meagher, & Flom; Robert Hurr from Gibson, Dunn, and Crutcher; United States Attorney General Merrick Garland from Arnold & Porter*] , **having devised or intending to devise any scheme or artifice to defraud** [*Jason*

Kapinos, Julia Kapinos, and Ernest Kapinos ], or for obtaining money [like for Bank of America versus Jason Kapinos before the Westfield District Court in which Mr. Canzano from Blumsack and Canzano was retained by Mr. Kapinos and Suttle and Hammer were retained by Bank of America and for obtaining money for Capital One Bank North America versus Jason Kapinos before the Westfield District Court in which Capital One was represented by Rubin & Rothman] or property [like 96 Hawks Circle] by means of false or fraudulent pretenses [that John Remington Graham of the Minnesota Bar (#3664X) would punish the 264 or so crisis actors at the Boston Marathon of the 15<sup>th</sup> of April 2013, be available to expose the lies of Sandy Hook per Doctor James H. Fetzer's claims as known here ( [https://books.google.com/books/about/Nobody\\_Died\\_at\\_Sandy\\_Hook.html?id=IFuKswEACAAJ](https://books.google.com/books/about/Nobody_Died_at_Sandy_Hook.html?id=IFuKswEACAAJ) ) and 9/11/2001 as known here ( <https://www.ae911truth.org/> ) ], representations, or promises [to be available to represent Jason Kapinos and to seek a wrongful death lawsuit concerning Tamerlan Tsarnaev and Ibragim Todashev], transmits or causes to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce, any writings [as can be seen here ( <https://hbr.org/2016/01/lessons-from-bostons-experiment-with-the-one-fund> )], signs, signals, pictures, or sounds for the purpose of executing such scheme or artifice, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution [like Capital One and Bank of America], such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.

And yet here is the testimony creating the presumption of perjury by E.J.M. as depicted here ([https://southpark.fandom.com/wiki/Big\\_Mesquite\\_Murph](https://southpark.fandom.com/wiki/Big_Mesquite_Murph) ) and here ([https://www.youtube.com/results?search\\_query=REALTOR.COM+TROLLS](https://www.youtube.com/results?search_query=REALTOR.COM+TROLLS) ) for E.J.M. versus Jason Kapinos with a Docket # of 2044-RO-0330 before the Westfield District Court before Judge William J. O'Grady from Parker & O'Grady and Judge John P. McKenna who is a relative of a Plaintiff on Hawks Circle who obstructed justice.

**HOW HE [JASON KAPINOS] WAS BUILDING BOMBS IN HIS BASEMENT. ALL THAT KIND OF STUFF. AND THE [CLUSTER] MUNITION MONITOR THAT HE [JASON KAPINOS] USED AT THE [BOSTON] MARATHON BOMBING. AND HE THOUGHT THAT THE FBI WAS AFTER HIM, AND THAT HE WAS GOING, YOU KNOW, USE THOSE [HOAX] BOMBS AND THAT KIND OF STUFF.**

As far as Jason Kapinos can tell, these court cases have been fixed by Judge Lewis Kaplan from the Southern District of New York (<https://www.nysd.uscourts.gov/hon-lewis-kaplan> ) who supports kidnapping, torturing, and crushing along with lynching in addition to vivisection and dismembering Tamerlan Tsarnaev by bone saw and harvesting his human organs for Blank & Rome who represent Jessen ( <https://deathpenaltyinfo.org/state-and-federal-info/federal-death-penalty> ) & Mitchell ( <https://deathpenaltyinfo.org/state-and-federal-info/federal-death-penalty> ) torture

doctors from Guantanamo Bay as well as for Skadden, Arps, Slate, Meagher, & Flom for Harvard University; Bank of America; NewsCorporation. Tamerlan Tsarnaev was murdered for United States Attorney General Loretta Lynch from Paul Weiss ( <https://www.paulweiss.com/about-the-firm/firm-news/former-us-attorney-general-loretta-lynch-joins-paul-weiss?id=28797> ) and Mark Pomerantz from Paul Weiss ( <https://www.paulweiss.com/practices/litigation/white-collar-regulatory-defense/awards-and-rankings/mark-pomerantz-named-the-am-law-litigator-of-the-week?id=19110> ) while Paul Weiss represent not only Bank of America but also CBS/VIACOM ( <https://news.bloomberglaw.com/us-law-week/cbs-viacom-tap-stable-of-prestigious-law-firms-for-mega-merger> ) that burnt down 39 Hawks Circle on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST. Jewish Lewis Kaplan is a Jewish Jurist who supported “putting down” Tamerlan Tsarnaev like a “filthy dog” as an “enemy of Israel” for Attorney Brian Mahany for Cerberus Capital Management as located at 875 3rd Ave, New York, NY 10022 that owns Frontier Communications, the Internet Service Provider for the Westfield Police (as represented by Parker & O’Grady) while Cerberus Capital Management is as represented by Skadden Arps. Judge Lewis A. Kaplan would “put down” Tamerlan Tsarnaev like a “filthy dog” as an “enemy of Israel” for Robert Hur from Gibson, Dunn, and Crutcher for Comcast, Verizon, Bank of America, and Capital One Bank North America. However, strangely enough, Paul Weiss intervened as a friend of the court in favor of Jahar Tsarnaev.

As far as Jason Kapinos suspects, a Federal Grand Jury, likely for Federated Hermes out of Pittsburg, Pennsylvania for Western New England Bancorp as represented by Hogan Lovells must have wanted to portray Jason Kapinos as a white nationalist and have him sentenced to death concerning the pre-meditated murder weapon, a bone saw, that Jason Kapinos was not aware of until after the pre-meditated murder. Since DLA Piper represent George Soros through Scott Horton, FOX News through Eric. J. Wallach, Esq., Joseph A. Piesco, Esq., Garrett D. Kennedy, Esq from DLA Piper; and the Beth Israel Deaconess Medical Center through Geoff Howell from DLA Piper, through tortious interference, Westfield Fire & Paramedics can “put down” residents of Westfield, Massachusetts like “filthy dogs” as “enemies of Israel”, especially since Frederick D. Royal works at Western New England University School of Law as represented by Attorney Paul H. Rothschild from Bacon & Wilson who also represent Westfield Bank, Toronto Dominion Bank, Cardiac Science, and Behavioral Health Network. The Islamic Society of Boston as located at 204 Prospect St, Cambridge, MA 02139 concerning Tamerlan Tsarnaev is involved in organized crime ( <https://www.fbi.gov/about/faqs/how-is-the-fbi-fighting-organized-crime-particularly-international-organized-crime> ) with the Beth Israel Deaconess Medical Center as a racketeering enterprise ( <https://www.justice.gov/jm/jm-9-110000-organized-crime-and-racketeering> ) at the Boston Marathon of the 15<sup>th</sup> of April 2013. Both the Islamic Society of Boston and the Beth Israel Deaconess Medical Center are maintained as public nuisances and hijacked 96 Hawks Circle to run a hoax bombing through the Westfield Police, purported Roman Catholics, as allowed by an Evangelical Church member who visits 109 Hawks Circle. 25 CFR § 11.447 - Maintaining a public nuisance.

<https://www.law.cornell.edu/cfr/text/25/11.447> The same can be said for the “militant degenerates” at EntertainmentOne out of Toronto in the Country of Canada. President Trump should be criminally prosecuted for wire fraud. 18 U.S. Code § 1343 - Fraud by wire, radio, or television <https://www.law.cornell.edu/uscode/text/18/1343>. President Trump claims “Fake News is the Enemy of the people” as publicly known here ( <https://www.cbsnews.com/news/trump-says-only-the-fake-news-are-the-enemy-of-the-people> ) and yet President Trump harbors the 264 or so crisis actors (per the reports of Doctor Lorraine Jeanette Day; Doctor Stanley Kimbell Monteith; Doctor Cesar Luis Baruja Bacquer; Doctor Jason Peter Pujo as well as Metlife (as represented by Doherty, Wallace, Pillsbury, & Murphy), **Guardian Life (as represented by Halloran & Sage who also represent Chief Justice Groce while it was Halloran & Sage for TARGET that framed Tamerlan Tsarnaev for terrorism as allowed by Munger, Tolles, and Olson who represent both Jahar Tsarnaev and TARGET)**, and Berkshire Life (as represented by Egan, Flanagan, & Cohen also represent the Sheriff’s Office for Hampden County) concerning Doctor Scott Weisberg ( <https://www.courtlistener.com/docket/6208388/weisberg-v-metropolitan-life-insurance-company/> ) , at the Boston Marathon of the 15<sup>th</sup> of April 2013 who framed the two Chechen Muslims for terrorism at the Boston Marathon of the 15<sup>th</sup> of April 2013 as publicly known here (<https://www.paulcraigroberts.org/2015/08/17/fbi-evidence-proves-innocence-accused-boston-marathon-bomber-dzhokhar-tsarnaev/> ) , here (<https://www.paulcraigroberts.org/2018/07/20/the-false-prosecution-of-dzhokhar-tsarnaev/> ) , here ( <https://www.paulcraigroberts.org/2017/10/26/case-judicial-murder/> ) , here ( <https://www.paulcraigroberts.org/2017/01/05/murdering-the-innocent-in-order-to-support-the-lie-paul-craig-roberts/> ) .

President Trump also harbors the pre-meditated murderers of Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot. President Trump has protected the parties from Cleary Gottlieb; Skadden Arps; Hogan Lovells; Day Pitney; and Updike Kelly & Spellacy Law Firm behind the apparent lies of the DHS and FEMA Capstone Event of Sandy Hook for Matthew Fontaine from the Springfield, Massachusetts FBI as located at 1441 Main Street as harbored by Day Pitney for State Street that racketeers with Bacon & Wilson for Westfield Bank, Toronto Dominion Bank, and Behavioral Health Network. Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897 cannot represent the class as Lamberg Law is, most certainly adverse to Jason Kapinos because LambergLaw represents the so-called victim for *Commonwealth of Massachusetts versus Jason Kapinos* with a Docket # of 2344-CR-0284 before the Westfield District Court (<https://www.mass.gov/locations/westfield-district-court> ) who connived at kidnapping Tamerlan Tsarnaev as a pre-meditated murder, torturing Tamerlan Tsarnaev as a pre-meditated murder for Judge Jeanine Pirro from FOX News, crushing Tamerlan Tsarnaev underneath a motor vehicle as a pre-meditated murder, lynching Tamerlan Tsarnaev with wires as a pre-meditated murder as well as vivisecting and dismembering Tamerlan Tsarnaev by bone saw and harvesting Tamerlan Tsarnaev’s human organs to “put down” Tamerlan Tsarnaev like a “filthy dog” as an “enemy of Israel” as Jason Kapinos has yet to encounter a single Westfield District Court Justice who is not an

unregistered Israeli agent. Here is the precedent against all Westfield District Court employees who Jason Kapinos ever had the misfortune to encounter: A dual U.S.-Israeli citizen who serves as the co-director of a Maryland-based think tank was indicted today for allegedly engaging in multiple international criminal schemes.

<https://www.justice.gov/opa/pr/co-director-think-tank-indicted-acting-unregistered-foreign-agent-trafficking-arms-violating>

Jason Kapinos was and still is human trafficked by John Remington Graham of the Minnesota Bar (#3664X) against his own free will as a non-certified paralegal assistant. Refer to: 18 U.S. Code Chapter 77 - PEONAGE, SLAVERY, AND TRAFFICKING IN PERSONS <https://www.law.cornell.edu/uscode/text/18/part-1/chapter-77> Jason Kapinos

has also been human trafficked by every law firm who represent Jahar Tsarnaev like Clarke Johnston Thorp & Rice ( <https://cjtrlaw.com/judy-clarke/> ) ; Fick & Marx LLP ( [http://www.fickmarx.com/who\\_we\\_are\\_fick.html](http://www.fickmarx.com/who_we_are_fick.html) ) ; or any that intervened in favor of Jahar Tsarnaev. Jason Kapinos has even been human trafficked by the law firms that are adverse to Jason Kapinos since the prosecution was malicious (

[https://www.law.cornell.edu/wex/malicious\\_prosecution](https://www.law.cornell.edu/wex/malicious_prosecution) ) as neither of the two brothers should have been criminal suspects on Boylston Street in Boston, Massachusetts on the 15<sup>th</sup> of April 2013. The Westfield Police can refer to the *Bailey* case: NECESSITY DEFENSE TO PRISON ESCAPE AFTER UNITED STATES V BAILEY

<https://www.ojp.gov/ncjrs/virtual-library/abstracts/necessity-defense-prison-escape-after-united-states-v-bailey> This means that the Westfield Police cannot threaten to kidnap,

torture, crush, lynch, vivisect, dismember Jason Kapinos or harvest his human organs for “animal welfare advocates” as far as Jason Kapinos can tell for *Within The Ruins* to promote “Feeding Frenzy” for Entertainment One from Toronto, Canada. Nor can the Westfield Police threaten to light Jason Kapinos on fire as they burnt down 39 Hawks Circle instead of 96 Hawks Circle as Jason Kapinos is a “filthy dog” and an “enemy of Israel” for Attorney Brian Mahany ***and yet, oddly enough, the private clients of Skadden, Arps, Slate, Meagher, and Flom want to do business with Jason Kapinos.*** So, who chose the pre-meditated murder weapon of apparently a bone saw concerning Tamerlan Tsarnaev as it was not Jason Kapinos. *Commonwealth of Massachusetts versus Jason Kapinos* with a Docket # of 2344-CR-0284 before the Westfield District Court (<https://www.mass.gov/locations/westfield-district-court> ) is,

most certainly, a malicious prosecution ( [https://www.law.cornell.edu/wex/malicious\\_prosecution](https://www.law.cornell.edu/wex/malicious_prosecution) ) by Assistant District Attorney Jamie Spinella, Esq. ( <https://www.linkedin.com/in/jamie-spinella-esq-0ab35226> ) who supports torturing Tamerlan Tsarnaev as can be seen here

(<https://twitter.com/howiecarrshow/status/337026878021984257> ) for Howie Carr, crushing Tamerlan Tsarnaev, lynching Tamerlan Tsarnaev, vivisectioning Tamerlan Tsarnaev, dismembering Tamerlan Tsarnaev, and harvesting the human organs of Muslims like Tamerlan Tsarnaev to have Tamerlan Tsarnaev “put down” like a “filthy dog” as an “enemy of Israel” for Attorney Brian Mahany and for Skadden, Arps, Slate,

Meagher, & Flom who represent Cerberus Capital Management, the Internet Service Provider for the Westfield Police who abused this ( (208,199,31,11:52126),50-48-57-

46\_dr05\_nrwcnycfrontiernetnet (209,222,82,177:25)) IP address to murder Tamerlan Tsarnaev for Jason Kapinos' court appointed counsel, Mr. Shea from Morisi & O'Connell who was rewarded with a job as a prosecutor for Hampden County for murdering Tamerlan Tsarnaev. Westfield Police then burnt down 39 Hawks Circle on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST as publicly known here (<https://www.westernmassnews.com/2022/03/21/westfield-fire-crews-respond-house-fire/>) and here (<https://www.wvlp.com/news/westfield-house-fire-forced-out-two-residents/>) since the Westfield Police are unregistered Israeli agents and domestic enemies.

HUSHMAIL (<https://www.hushmail.com/about/>) as located at 580 Hornby St, Vancouver, BC V6C 3B6, Canada ; the Westfield Police as located at 15 Washington Street Westfield, MA 01085; Boston Police as located at One Schroeder Plaza. Roxbury Crossing, MA 02120 ; the Beth Israel Deaconess Medical Center as located at 330 Brookline Avenue, Boston, MA 02115; and Alex Jones with a mailing address of PO Box 19549 Austin, Texas 78760-9549 and a Registered Office Street Address 1100 Guadalupe Street, Austin, TX 78701 connived to murder Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot for which this case (<https://www.justice.gov/usao-edpa/pr/queens-ny-man-found-guilty-kidnapping-torture-plot-which-resulted-death-two-brothers>) can be the precedent against all connivers like Attorney Richard Sypek from Ross & Ross and now Sypek Law who should be criminally prosecuted, found guilty, and sentenced to death for the pre-meditated murder that he was behind for the Westfield Police Commission and for Chick Fil-A as headquartered at 5200 Buffington Road, Atlanta, Georgia 30349 while Magistrate Byrnes worked for Ross & Ross and was rewarded with a job on the Westfield District Court by Governor Charlie Baker for harboring the pre-meditated murderers of Tamerlan Tsarnaev. In fact, lawyers have been sentenced to death before. **Doctor Michael Stamm, an accessory after the fact (<https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter274/Section4>) in May 2013 to Tamerlan Tsarnaev's pre-meditated murder by bone saw as a kidnapping and torture plot (<https://www.justice.gov/usao-edpa/pr/queens-ny-man-found-guilty-kidnapping-torture-plot-which-resulted-death-two-brothers>) is harbored by Cain, Hibbard, & Myers (<https://cainhibbard.com/attorneys/>) who represent Bacon & Wilson as harbored by the towns of Westfield, Massachusetts; Springfield, Massachusetts; Northampton, Massachusetts; Amherst, Massachusetts; and Hadley, Massachusetts who represent Behavioral Health Network and by Judge Rota from Boston College since Cain, Hibbard, & Myers represents Berkshire Health Systems.** Michael Stamm should be sentenced to death for harboring the pre-meditated murderers of Tamerlan Tsarnaev: Former doctor sentenced to death for killing 4 people in Nebraska <https://chicago.suntimes.com/2018/9/14/18482726/former-doctor-sentenced-to-death-for-killing-4-people-in-nebraska>

The private client of LambergLaw banned Jason Kapinos from his private residence of 96 Hawks Circle in March 2023 through Judge Tina Cafaro from Western New England

University School of Law with an address of 1215 Wilbraham Rd, Springfield, MA 01119 as allowed by the City of Springfield, Massachusetts Police ( <https://springfieldmapolice.com/contact/> ) while Western New England University School of Law is represented by Attorney Paul H. Rothschild from Bacon & Wilson ( <https://www.baconwilson.com/attorney/rothschild-paul-h/> ) as located at 33 State St Springfield MA 01103 so that Judge Tina Cafaro from Western New England University School of Law could connive at Tamerlan Tsarnaev's pre-meditated murder with Judge William J. O'Grady from Parker & O'Grady ( <https://www.parkerandogrady.com/> ) as located at 124 College Highway, Southamptn, MA 01073 for Parker & O'Grady who represent the Westfield Police, Crane Company; Barclay's American Bank; City of Chicopee; Hartford Steam Boiler Inspection and Insurance Co.; Interstate National Insurance Co.; Elm Electrical, Inc.; D.J.P. Masonry, Inc.; Denver Beef Packing Co, Inc. Easthampton Savings Bank; Judge John P. McKenna who has a relative from Hawks Circle; Judge William A. Rota from Boston College; Judge Charles Groce, III as harbored by Attorney Susan McCoy from Cooley Shrair ( <https://halloransage.com/attorney/susan-a-mccoy> ) as located at 1380 Main St #500, Springfield, MA 01103 that was acquired by Halloran & Sage ( <https://halloransage.com/news/halloran-sage-expands-into-massachusetts-welcomes-cooley-shrair> ) on the 1<sup>st</sup> of July 2021, that is to say, the same day as *Bank of America* versus *Jason Kapinos* before Chief Justice Groce; Judge Mark J Pasquariello; Judge Danielle Williams from Fierst Bloomberg as located at 64 Gothic St, Northampton, MA 01060 and as allowed by the City of Northampton, Massachusetts Police ( <https://www.northamptonpd.com/> ); and others who harbored the pre-meditated murderers of Tamerlan Tsarnaev since May 2013 for Peter T. Lane who Jason Kapinos had retained for \$3,500 in January 2017 and harbored the pre-meditated murderers of Tamerlan Tsarnaev like Lorettajo Kapinos ( <https://deathpenaltyinfo.org/stories/federal-laws-providing-death-penalty> ) in January 2017. Judges have been sentenced to death before, and that is what ought to happen to every Judge who harbors pre-meditated murderers. Refer to: Egyptian judge sentenced to death for killing his TV presenter wife <https://www.africanews.com/2022/08/17/egyptian-judge-sentenced-to-death-for-killing-his-tv-presenter-wife/> Also, refer to: Ex-judge sentenced to death in Texas revenge plot <https://www.usatoday.com/story/news/nation/2014/12/17/texas-prosecutors-murder-sentence/20537451/> And, Former judge sentenced to death in murder case <https://www.brecorder.com/news/4637740/former-judge-sentenced-to-death-in-murder-case-20180930411564>

Dr. Michael Stamm ( <https://www.berkshirehealthsystems.org/provider/michael-a-stamm-md-facs-ear-nose-and-throat> ) has been harboring the pre-meditated murderers of Tamerlan Tsarnaev since May 2013. So too has David Ericson from Pioneer Valley Ear Nose & Throat Associates that was located at 15 Straw Ave # 4, Florence, MA 01062. If the Bristol County Superior Court or anyone who ever reads this motion, Jason Kapinos, if he chooses, can sign a release form so that any medical mental health care provider, current, former, or future of Jason Kapinos' can be contacted. Jason Kapinos received mental healthcare from the following providers on the

outpatient basis in chronological order concerning the Boston Hoax Bombings of the 15<sup>th</sup> of April 2013: (#1) Annie Hotchkiss perhaps in the year 2014 or so while Annie Hotchkiss, LICSW is located at 5 Noble Ave 1st Floor, Westfield, MA 01085 and can be contacted here ( <https://westfieldcounselingservices.com/>) and abuses [www.therapyportal.com](http://www.therapyportal.com) and [www.therapynotes.com](http://www.therapynotes.com) to harbor the pre-meditated murderers of Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot for “animal welfare advocates” ; (#2) Cynthia Hartdegen perhaps in the year 2014 or so; (#3) Doctor Carl E. Skeene perhaps in the year 2014 or so; (#4) Doctor Angela Peterson perhaps in the year 2020 to 2022 or so; (#5) Amanda Haluch (as ordered by the Westfield District Court) from Behavioral Health Network in the year 2023; (#6) Doctor Renee Simon as located at 71 Mary Street, Chicopee, MA 01020 with a phone number of 413-536-1918 and fax number of 413-315-8068 and an email address of [info@changehappensinc.com](mailto:info@changehappensinc.com) as well as a website of (<https://changehappensinc.com/contact-us/> ) ; (#7) Taylor Reynolds from Behavioral Health Network in the year 2023; (#8) ServiceNet in Northampton; (#9) Dr. Gregory Petrosky; (#10) Sarah Bleichfeld

**One can only surmise, based upon the photo, that the psychopaths [like President Barack Obama; Vice President Joe Biden; President Donald J. Trump; Vice President Kamala Harris; Special Counsel Jack Smith ( <https://www.justice.gov/sco-smith> ) ; Special Counsel Robert Hur ( <https://www.justice.gov/sco-hur> ) ; United States Attorney General Merrick Garland ( <https://www.justice.gov/ag/staff-profile/meet-attorney-general> ) ; Fulton County District Attorney Fani Willis ( <https://fultoncountyga.gov/districtattorney> ) ; Manhattan District Attorney Alvin Bragg ( <https://manhattanda.org/meet-alvin-bragg/>) from Morvillo Abramowitz Grand Iason & Anello PC ( <http://www.maglaw.com/contact> ) ; Steve Breslow (from Northampton, Massachusetts), Assistant United States Attorney at United States Attorney's Office ( <https://www.linkedin.com/in/steve-breslow-37640189> ) ; the Westfield, Massachusetts Police ( <https://www.cityofwestfield.org/563/Detective-Bureau>) as located at 15 Washington Street Westfield, MA 01085.; Watertown, Massachusetts Police ( <https://www.watertownpd.org/35/Contact-Us> ) as located at 552 Main St, Watertown, MA 02472 ; Boston, Massachusetts Police ( <https://www.boston.gov/departments/police> ) as headquartered at One Schroeder Plaza, Roxbury Crossing, MA 02120; and elsewhere] who were responsible for murdering this man [Tamerlan Tsarnaev] while he was in their custody [as allowed by the Westfield Police; Watertown Police; and Boston Police], may also have subjected him to a Satanic ritual in which his heart may have been removed from his chest. This is a well known element of Satanic human "sacrifice" rituals [as indicated by the criminal street gangs ( <https://www.justice.gov/criminal-ocgs/gallery/criminal-street-gangs> ) across Hawks Circle of “Satanic Ritualistic Abusers” and “Snuff Film Makers” to produce a snuff film as can be seen here (<https://educate-yourself.org/cn/tszopjdbw02may13.shtml> ) for cardiac science as acquired by Zoll ( <https://www.zoll.com/news-releases/2019/08/27/zoll-medical-completes-acquisition-of-cardiac-science> ) that criminally interferes with Jason Kapinos' fair housing rights ( <https://www.justice.gov/crt/criminal-interference-fair-housing-rights> ), violates the Anti-KKK act ( <https://harvardlawreview.org/forum/vol-136/the-anti-klan-act-in-the-twenty-first-century/> ) ; violates The Matthew Shepard And James Byrd, Jr., Hate Crimes Prevention**

Act Of 2009 (<https://www.justice.gov/crt/matthew-shepard-and-james-byrd-jr-hate-crimes-prevention-act-2009-0>); and violates the Emmett Till Antilynching Act 117th Congress (2021-2022) (<https://www.collins.senate.gov/newsroom/anti-lynching-bill-co-sponsored-by-senator-collins-signed-into-law>) while the murderers of Tamerlan Tsarnaev are harbored by Vuthy Chhum from the Hampshire County Jail (<https://www.hampshiresheriffs.com/contact-us/employee-directory>) who criminally trespassed (<https://malegislature.gov/Laws/GeneralLaws/PartIV/TitleI/Chapter266/Section120>) into 33 Hawks Circle in the year 2016 likely to seek a wrongful conviction and wrongful execution against Jason Kapinos while Vuthy Chhum is harbored (<https://www.justice.gov/archives/jm/criminal-resource-manual-1827-harboring-applicable-statutes>) by Morisi & O'Connell (<http://www.morisi-oconnell.com/our-attorneys.html>) who were Jason Kapinos' court appointed counsel and Welch, Campbell, and Barba for Whip City Fiber. The pre-meditated murderers of Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot are harbored by Michael S. Kuta from the Fowler Unit at Baystate Noble (<https://www.baystatehealth.org/locations/noble-hospital>) at 109 Hawks Circle who criminally trespassed into Hawks Circle in the year 2017; Jeffrey P. McDonald from the Massachusetts State Police at 82 Hawks Circle who criminally trespassed into Hawks Circle in the year 2003 or so; Jeffrey S. Cahill from the Northwestern District Attorney's Office (<https://www.northwesternda.org/prosecution/state-police-detectives>) at 97 Hawks Circle as well as two municipal police officers on Hawks Circle as harbored by Ms. Deana Ahn from Davis, Wright, & Tremaine (<https://www.dwt.com/people/a/ahn-deana>) who supports murdering Tamerlan Tsarnaev by bone saw for her manager, Ms. Lynn Loacker from Davis, Wright, & Tremaine (<https://www.dwt.com/people/l/loacker-lynn-j>) and their connivers at Davis, Wright, & Tremaine like Zachary Beetham (<https://www.linkedin.com/in/zachary-beetham-a9a454156>) and Marianne Santiago (Rivero) (<https://www.linkedin.com/in/marianne-santiago-rivero-1b327681>) ] Tamerlan, Captured Alive & Uninjured, Was Mortally Wounded in Custody, Then Delivered to Hospital, Claiming Mortal Injuries Were Due to Concocted SUV "Runover" & "Shootout" Fable <https://educate-yourself.org/cn/tszopjdbw02may13.shtml>

Victim, Jason Kapinos, receives plenty of "SPAM" phone calls from "AT&T"; "Charter Internet"; "Comcast"; "Bank of America"; and others on his Verizon (413-562-7351) and Comcast (413-642-3587) phone lines who pose as businesses or even Medicare/Medicaid and yet none of these businesses are ever, to Jason Kapinos' knowledge, held responsible for their identities being stolen if parties have their information stolen by these phishing schemes. As far as Jason Kapinos can tell, the Westfield Police are violent sexual predators and wanted to kidnap Jason Kapinos, strip Jason Kapinos naked, rape Jason Kapinos, perform sex acts on Jason Kapinos, crush Jason Kapinos underneath a motor vehicle as a bizarre sexual act tantamount to animal crushing, murder Jason Kapinos, and then dump his body at a local morgue. Refer to: <https://www.boynapped.com/ultimatekink/movies/newest> Most notably, 167 appears to be a "bait house" in law enforcement represent the pre-school that Jason Kapinos had attended, The Creative Kids, while The Creative Kids is represented by Attorney Philip R. Smith from Bacon & Wilson (<https://www.baconwilson.com/attorney/smith-philip-r/>)

while Attorney Justin Dion from both Bacon & Wilson ( <https://www.baconwilson.com/attorney/dion-justin-h/> ) and Western New England University School of Law represent Toronto Dominion Bank that enabled Jeffrey Epstein: <https://www.justice.gov/usao-sdny/pr/jeffrey-epstein-charged-manhattan-federal-court-sex-trafficking-minors> Western New England University School of Law is represented by Attorney Paul H. Rothschild from Bacon & Wilson ( <https://www.baconwilson.com/attorney/rothschild-paul-h/> ) who also represents cardiac science and Behavioral Health Network. The Creative Kids was a vile and vulgar pre-school. Most alarmingly, Parker & O'Grady ( <https://www.parkerandogrady.com/> ) represent both the Westfield Police and Barclay's Bank that enabled Jeffrey Epstein: <https://www.wsj.com/articles/emails-reveal-deep-ties-between-jeffrey-epstein-former-barclays-ceo-jes-staley-d0af17e5> After Jason Kapinos complained to the Department of Public Utilities ( <https://www.mass.gov/info-details/dpu-divisions-contact-information> ) about the wires from the telephone pole at 167 Prospect Street Extension, Ghislaine Maxwell was arrested: <https://www.justice.gov/usao-sdny/pr/ghislaine-maxwell-sentenced-20-years-prison-conspiring-jeffrey-epstein-sexually-abuse> Seth MacFarlane should be criminally prosecuted for his running some sort of "art fraud scheme" ( <https://www.justice.gov/usao-ct/pr/wilton-man-admits-operating-art-fraud-scheme> ) against Jason Kapinos as what later became "Turban Cowboy" on *Family Guy* is a derivative work of Jason Kapinos' stolen intellectual property of the 10<sup>th</sup> of January 2013. Taylor Reynolds from Behavioral Health Network who can be reached at 413-266-0432 is aware that Jason Kapinos is a victim of intellectual property theft. The Westfield District Court is scapegoating Jason Kapinos for the sins of Hollywood, California. Oddly enough, John Remington Graham of the Minnesota Bar (#3664X); Maret Tsarnaev; Frau Ritter-Blaser; Doctor Cesar Luis Baruja Baquer; Doctor Loraine Jeanette Day; Doctor Paul Craig Roberts; Lynn from *WritingTheWrongforJahar* ( <https://writingthewrongforjahar.wordpress.com/> ) ; Elena Teyer; Doctor James H. Fetzer harbor the pre-meditated murderers on the Westfield Police of Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot and the above-mentioned parties should be criminally prosecuted for 18 U.S. Code § 373 - Solicitation to commit a crime of violence against Jason Kapinos. Victim, Jason Kapinos, never would have worked with John Remington Graham of the Minnesota Bar (#3664X); Maret Tsarnaev; Frau Ritter-Blaser; Doctor Cesar Luis Baruja Baquer; Doctor Paul Craig Roberts; Doctor James H. Fetzer; Lynn from *WritingTheWrongforJahar*; Elena Teyer; Veritatem Quaerens ( <https://veritatemquaerens.weebly.com/> ) had then been honest that they would have harbored the pre-meditated murderers of Tamerlan Tsarnaev. Although Jason Kapinos' intellectual property of the 10<sup>th</sup> of January 2013 of which the Westfield Police were aware on the 10<sup>th</sup> of January 2013 was abused to murder Tamerlan Tsarnaev, victim, Jason Kapinos, was not aware that the murder was pre-meditated until after the 19<sup>th</sup> of April 2013. Victim, Jason Kapinos, reported the pre-meditated murderers of Tamerlan Tsarnaev by bone saw as a kidnapping and torture plot to Peter T. Lane from Fierst Bloomberg in January 2017 when a psychiatric section 12 had been abused against Jason Kapinos. However, Peter T. Lane refused to put any of this information in his

motions concerning a TASER possession complaint against Jason Kapinos that was dismissed. Neither would Matthew S. Hutchinson who had the TASER possession complaint dismissed. Every psychiatric section 12 that Jason Kapinos underwent violated Jason Kapinos' right to due process as there was not a single occasion during which Westfield Police could not have summoned Jason Kapinos to the Westfield District Court for a psychiatric evaluation just as Judge Tina Cafaro had ordered a psychiatric evaluation of Jason Kapinos in March 2023 and Jason Kapinos was returned home in April 2023 by Worcester Recovery Center and Hospital ( <https://www.mass.gov/locations/worcester-recovery-center-and-hospital-wrch> ) as located at 309 Belmont St, Worcester, MA 01604 . All workers at every mental institution that Jason Kapinos was ever falsely imprisoned at should face at least twelve criminal prosecutions for conniving at the offense of kidnapping Jason Kapinos with the intent to drug Jason Kapinos, extort money from Jason Kapinos, and extort labor from Jason Kapinos by means of the abuse of a psychiatric section 12. Baystate Noble ( <https://www.baystatehealth.org/locations/noble-hospital> ) as located at 115 W Silver St, Westfield, MA 01085 abused a psychiatric section 12 once in January 2017; twice in April 2020; once in September 2020; once in May 2021; once in December 2021; and once in March 2023. Providence Behavioral Health Hospital abused a psychiatric section 12 in January 2017, Baystate Franklin, in April 2020; Baystate Springfield, in May 2021; Holyoke Medical Center, in December 2021; and Worcester Recovery Center, in March 2023.

The party as depicted here ( <https://www.linkedin.com/in/xxxx-yyyyyy-156237167> ) known as "156237167" was rewarded with a job at the Sheriff's Office for Hampden County for conniving at kidnapping Tamerlan Tsarnaev, torturing Tamerlan Tsarnaev, crushing Tamerlan Tsarnaev underneath a motor vehicle, lynching Tamerlan Tsarnaev with wires as well as vivisectioning and dismembering Tamerlan Tsarnaev by bone saw and harvesting Tamerlan Tsarnaev's human organs to produce a snuff film for Attorney William J. O'Grady from Parker & O'Grady for cardiac science as acquired by Zoll for Attorney Kick Sullivan from Crevier & Ryan who left for Lyon & Fitzpatrick who represent The Dowd Agencies that acquired The Wilcox Insurance Agency as represented by Anderson & Lee. "156237167" left Hawks Circle and moved elsewhere in Westfield, Massachusetts and supports murdering prisoners/detainees like Tamerlan Tsarnaev per Satanic/Freemasonic rituals and removing human organs. In lieu of "156237167" murdering Jason Kapinos, "156237167" murdered Tamerlan Tsarnaev instead to "make an example" out of Jason Kapinos. "156237167" also burnt down 39 Hawks Circle on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST. "156237167" should be criminally prosecuted for 18 U.S. Code § 373 - Solicitation to commit a crime of violence <https://www.law.cornell.edu/uscode/text/18/373> The plaintiff in Docket # 2044-RO-0330 before the Westfield District Court concerning Tamerlan Tsarnaev's pre-meditated murder by bone saw as a kidnapping and torture plot ( <https://www.justice.gov/usao-edpa/pr/queens-ny-man-found-guilty-kidnapping-torture-plot-which-resulted-death-two-brothers> ) is known as *E.J.M. versus Jason Kapinos* and is depicted here ( [https://southpark.fandom.com/wiki/Big\\_Mesquite\\_Murph](https://southpark.fandom.com/wiki/Big_Mesquite_Murph) ) in cartoon form and here (

[https://www.youtube.com/results?search\\_query=REALTOR.COM+TROLLS](https://www.youtube.com/results?search_query=REALTOR.COM+TROLLS) ) as well whose wife is as depicted here ([https://www.youtube.com/results?search\\_query=SADDER+BADDER+COOLER](https://www.youtube.com/results?search_query=SADDER+BADDER+COOLER) ) in cartoon form and as well as here([https://www.youtube.com/results?search\\_query=REVEALING+ATHENA+STONE+THE+HUNT+2020](https://www.youtube.com/results?search_query=REVEALING+ATHENA+STONE+THE+HUNT+2020) ) and their son is as depicted here (<https://www.linkedin.com/in/xxxx-yyyyyy-156237167> ) as well as their connivers ( <https://code.dccouncil.gov/us/dc/council/code/sections/22-1805#> ) across Hawks Circle who are serial perjurers and file false police reports for the Westfield Police as represented by Parker & O'Grady. Here is the precedent against Barack Obama and Joe Biden: Judge Who Said Presidents Aren't Kings to Handle New Trump Case <https://news.bloomberglaw.com/us-law-week/judge-who-said-presidents-arent-kings-to-handle-new-trump-case> The plaintiff in Docket # 2044-RO-0330 along with his wife and two children staged a house fire against 39 Hawks Circle on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST as publicly known here ( <https://www.wwlp.com/news/westfield-house-fire-forced-out-two-residents/> ) and here (<https://www.westernmassnews.com/2022/03/21/westfield-fire-crews-respond-house-fire/> ) .

Floyd from INSTACART delivered an order from Table & Vine as owned by Big Y (as represented by Cooley Shrair) on the 9th of August 2023 but Chief Justice Groce does not believe that Jason Kapinos has equal protection under the law to Floyd, an African American Instacart Shopper who visited 96 Hawks Circle. This, however, is the mindset and philosophy of Chief Justice Groce as he criminally interfered with Jason Kapinos' fair housing rights for Jewish BigLaw firms: The Torture Murders Of White South African Farmers And Entire Farm Families Is Censored By The Western Media - The Killings Continue As Anti-White Hatred Grows - SA Is Dying Under Black Rule - Rense Video <https://rumble.com/embed/v30wzsi/?pub=jj93z> Also, refer to: White Genocide: MSM Celebrates "Last Generation" Of White Majority <https://www.infowars.com/posts/white-genocide-msm-celebrates-last-generation-of-white-majority/> Chief Justice Groce would deny equal protection under the law to Jason Kapinos as Chief Justice Groce despises actual or suspect LGBTQ persons and their allies, disabled people, Eastern Europeans, Middle Easterners, persons who are critical of Zionism, persons who follow special diets. Chief Justice Groce is a black male Judge who is a black mailer. 18 U.S. Code § 873 – Blackmail <https://casetext.com/statute/united-states-code/title-18-crimes-and-criminal-procedure/part-i-crimes/chapter-41-extortion-and-threats/section-873-blackmail> Since Halloran & Sage represent TARGET and TARGET was behind Tamerlan Tsarnaev's pre-meditated murder, TARGET should be criminally prosecuted for corporate manslaughter. The Westfield Police Officers do not operate as a police department but rather as a mafia and organized crime. INSTACART is owned by Maplebear, Inc in the City of San Francisco as represented by Munger, Tolles, & Olson who represent Bank of America, Jahar Tsarnaev, Bill Gates, and Jeff Bezos while Attorney Ginger D. Anders from Munger, Tolles, & Olson ( <https://www.mto.com/lawyers/ginger-d-anders>) was ineffective assistance of counsel

concerning Jahar Tsarnaev before the United States Supreme Court as Ginger D. Anders harbors a criminal street gang of about 264 crisis actors at the Boston Marathon of the 15<sup>th</sup> of April 2013. Khosla Ventures Acquisition Co. as represented by Attorney Gregg A. Noel from Skadden, Arps, Slate, Meagher, & Flom (and Michael J. Schwartz from Skadden, Arps, Slate, Meagher & Flom, and Ryan J. Maierson ( <https://www.lw.com/en/people/ryan-maierson> ) ; Jim Morrone ( <https://www.lw.com/en/people/jim-morrone> ) ; Sarah Axtell ( <https://www.lw.com/en/people/sarah-axtell> ) ; and Brian Paulson ( <https://www.lw.com/en/people/brian-paulson> ) from Latham & Watkins have vested financial interests in INSTACART. Victim, Jason Kapinos, argues that the plaintiff in Docket # 2044-RO-0330 before the Westfield District Court as depicted here in cartoon form ( [https://southpark.fandom.com/wiki/Big\\_Mesquite\\_Murph](https://southpark.fandom.com/wiki/Big_Mesquite_Murph) ) and here ( [https://www.youtube.com/results?search\\_query=REALTOR.COM+TROLLS](https://www.youtube.com/results?search_query=REALTOR.COM+TROLLS) ) along with his son as depicted here ( <https://www.linkedin.com/in/xxxx-yyyyyy-156237167> ) and his wife in cartoon form as depicted here ( <https://www.youtube.com/watch?v=wBwFLzxOIDk> ) murdered Tamerlan Tsarnaev to punish Jason Kapinos for actual or suspected genetic disorders like Celiac Disease, Crohn's Disease, and Autism as well as an unfinished form of familial dysautonomia as seen in Polish Ashkenazi Jews.

The plaintiff in Docket # 2044-RO-0330 along with his wife and children would murder Tamerlan Tsarnaev for Crevier & Ryan for CIGNA, the insurance company that connived at genocide against Jason Kapinos. So, it's cheaper for Attorney Susan Abbott from Goodwin Procter ( <https://www.goodwinlaw.com/en/people/a/abbott-susan> ) that was located at 53 State Street ( <https://beaconcapital.com/property/53-state-street> ) where Hinshaw & Culbertson LLP ( <https://www.hinshawlaw.com/locations-offices-Boston.html> ) is located to murder the victims (like Jason Kapinos) of tortfeasors. Katy Tur for *Katy Tur Reports* on MSNBC on Comcast said on the 9<sup>th</sup> of August 2023 around 3:35 pm EST, "The FBI does not kill people just for saying things". However, the FBI as allowed by Matthew Fontaine from the Springfield FBI threatened to connive ( <https://code.dccouncil.gov/us/dc/council/code/sections/22-1805#> ) at kidnapping, torturing, crushing, lynching in addition to vivisectioning and dismembering Jason Kapinos by bone saw for "animal welfare advocates" ( <https://www.fbi.gov/news/testimony/animal-rights-extremism-and-ecoterrorism> ) . These most heinous crimes are allowed by Matthew Fontaine from the Springfield, Massachusetts Federal Bureau of Investigations as harbored by Day Pitney who staged a "Reichstag Fire" against Jason Kapinos on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST for the private clients of The Royal Law Firm ( <https://www.theroyallawfirm.com/contact> ) as located at 33 Elliot St, Springfield, MA 01105 like Google, L-3 Communications, Verizon, Westfield Fire & Paramedics, and the Beth Israel Deaconess Medical Center, accessories before the fact ( <https://www.mass.gov/doc/4100-accessory-before-the-fact-gl-c-274-s-2/download#:> ) to Tamerlan Tsarnaev's pre-meditated murder by bone saw as a kidnapping and torture plot. Matthew Fontaine from the Springfield, Massachusetts FBI harbors (

<https://www.justice.gov/archives/jm/criminal-resource-manual-1827-harboring-applicable-statutes> ) criminal street gangs ( <https://www.justice.gov/criminal-ocgs/gallery/criminal-street-gangs> ) of “Satanic Ritualistic Abusers” and “Snuff Film Makers” across Hawks Circle to produce a snuff film as can be seen here (<https://educate-yourself.org/cn/tszopjdbw02may13.shtml> ) for cardiac science as acquired by Zoll ( <https://www.zoll.com/news-releases/2019/08/27/zoll-medical-completes-acquisition-of-cardiac-science>) of Tamerlan Tsarnaev instead of Jason Kapinos. Refer to: Senate overwhelmingly bans torture across US government <https://www.cnn.com/2015/06/16/politics/senate-torture-bill-cia/index.html> Even Barack Obama admits that he tortures people: Obama: 'We tortured some folks' <https://www.politico.com/story/2014/08/john-brennan-torture-cia-109654> FBI agents have been charged with crimes before: May 3, 2023 — Former FBI Agent Charged With Egging On Jan. 6 Mob at Capitol. Prosecutors say Jared Wise urged Trump supporters to kill police. <https://www.wsj.com/articles/former-fbi-agent-charged-with-egging-on-jan-6-mob-at-capitol-86764bb7> Former FBI agent charged with aiding Russian oligarch <https://www.pbs.org/newshour/politics/former-fbi-agent-charged-with-aiding-russian-oligarch> Here is what ought to happen to Attorney David B. Crevier ( <https://deathpenaltyinfo.org/stories/federal-laws-providing-death-penalty>) from Crevier & Ryan for 22 News WWLP:

**Former Media Producer** [*for 22 News WWLP as represented by Attorney David B. Crevier ( <https://deathpenaltyinfo.org/stories/federal-laws-providing-death-penalty>) from Crevier & Ryan; Hill & Barlow; Mass Mutual; Covington & Burling*] **Sentenced for Extortion** [*of Jason Kapinos for Bank of America versus Jason Kapinos and Capital One Bank North America versus Jason Kapinos before the Westfield District Court*] **and Obstruction of Justice** [*concerning Tamerlan Tsarnaev's pre-meditated murder by bone saw as a kidnapping and torture plot ( <https://www.justice.gov/usao-edpa/pr/queens-ny-man-found-guilty-kidnapping-torture-plot-which-resulted-death-two-brothers> ) for Attorney Kick Sullivan ( <https://deathpenaltyinfo.org/stories/federal-laws-providing-death-penalty>) from Crevier & Ryan for the party as depicted here ( <https://www.linkedin.com/in/xxxx-yyyyyy-156237167> ) and Michael S. Kuta ( <https://deathpenaltyinfo.org/stories/federal-laws-providing-death-penalty> ) from the Fowler Unit at Baystate Noble who harbors the pre-meditated murderers of Tamerlan Tsarnaev by bone saw*] <https://www.justice.gov/usao-pr/pr/former-media-producer-sentenced-extortion-and-obstruction-justice>

Again, lawyers have been sentenced to death before. Refer to: Lawyer sentenced to death for racist murders <https://www.irishexaminer.com/world/arid-30012479.html> If Jason Kapinos were an animal abuser (which he is not), then Westfield Police as represented by Parker & O'Grady could have brought criminal charges against Jason Kapinos instead of threatening to kidnap Jason Kapinos, torture Jason Kapinos, crush underneath a motor vehicle as a pre-meditated murder along with lynch in addition to vivisect and dismember Jason Kapinos by bone saw as a kidnapping and torture plot for “animal welfare advocates” ( <https://www.fbi.gov/news/testimony/animal-rights-extremism-and-ecoterrorism> ) . Refer to: Utah Resident Pleads Guilty to Animal

Crushing and Posting the Torture on YouTube <https://www.justice.gov/usao-ut/pr/utah-resident-pleads-guilty-animal-crushing-and-posting-torture-youtube> Here is the precedent against the Sheriff's Officer who used excessive force against Tamerlan Tsarnaev: Former Erie County Deputy Sheriff Sentenced for Using Excessive Force <https://www.justice.gov/usao-ndoh/pr/former-erie-county-deputy-sheriff-sentenced-using-excessive-force> The Sheriff's Office for Hampden County as represented by Egan, Flanagan, & Cohen was behind a staged arson attack against 39 Hawks Circle on the 20<sup>th</sup> of March 2022 at around 7:00 pm EST as publicly known here ( <https://www.wvlp.com/news/westfield-house-fire-forced-out-two-residents/> ) and here ( <https://www.westernmassnews.com/2022/03/21/westfield-fire-crews-respond-house-fire/> ) .

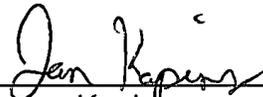
It was a private client of LambergLaw who connived with Detective Scott Phelon to kidnap Tamerlan Tsarnaev, torture Tamerlan Tsarnaev, crush Tamerlan Tsarnaev underneath a motor vehicle, lynch Tamerlan Tsarnaev with wires as well as vivisect and dismember Tamerlan Tsarnaev by bone saw to crucify him for an Evangelical Church and for animal welfare advocates. A private client of LambergLaw supports crucifying Tamerlan Tsarnaev by bone saw for Detective Scott Phelon who is also an arsonist, and the private client of LambergLaw supports removing Tamerlan Tsarnaev's human organs for Magistrate Byrnes from Ross & Ross as located at 121 State St Suite 201, Springfield, MA 01103 which is where Attorney Richard Sypek worked before he left Ross & Ross for Sypek Law as located at 60 Court St Ste 201, Westfield, MA 01085. Here is the precedent for Attorney Richard Sypek: Lawyer sentenced to death for racially motivated rampage <https://www.chicagotribune.com/news/ct-xpm-2001-05-12-0105120127-story.html>

Attorney Richard Sypek should be sentenced to death for his racially motivated, Anti-Semitic, Islamophobic, elitist and anti-LGBTQ rampage against the Beth Israel Deaconess Medical Center. Instead of the plaintiff in Docket # 2044-RO-0330 known as *E.J.M. versus Jason Kapinos* before the Westfield District Court determining whether victim, Jason Kapinos, had bombs inside of his basement for the Boston Marathon of the 15<sup>th</sup> of April 2013, the Plaintiff in Docket # 2044-RO-0330 connived at planting two non-injurious hoax devices at the Boston Marathon of the 15<sup>th</sup> of April 2013 and framed two Chechen Muslims, Tamerlan Tsarnaev and Jahar Tsarnaev, for the largest act of terrorism at the time since 9/11/2001 ( <https://www.ae911truth.org/> ) for a flash mob of about 264 crisis actors for which this case ( <https://www.justice.gov/opa/pr/national-health-care-fraud-and-opioid-takedown-results-charges-against-345-defendants> ) can be the precedent against the 264 or so crisis actors who feigned their injuries and their deaths as allowed by Skadden, Arps, Slate, Meagher, & Flom and Sugarman, Rogers, Barshak, and Cohen who ran a racketeering enterprise ( <https://www.justice.gov/jm/jm-9-110000-organized-crime-and-racketeering> ) with about 90 lawyers for the Boston Marathon of the 15<sup>th</sup> of April 2013 as allowed by Attorney Susan Abbott from Goodwin Procter that was located at 53 State Street in the City of Boston, Massachusetts. This racketeering enterprise was also allowed by Brian Moynihan, the CEO of Bank of

America. Sugarman, Rogers, Barshak, and Cohen also racketeered with Behavioral Health Network for *Joyner versus Behavioral Health Network*. Sugarman, Rogers, Barshak, and Cohen never appeared for the hearing on or around the 14<sup>th</sup> of December 2021 before the Hampden County Superior Court ( <https://www.mass.gov/locations/hampden-county-superior-court> ) for *Joyner versus Behavioral Health Network*. Neither did Cohen & Malad; Mullen & Coughlin; Yurko Partners; or Branstetter, Stranch & Jennings appear for *Joyner versus Behavioral Health Network* before the Hampden County Superior Court as harbored by Egan, Flanagan, & Cohen who represent the Sheriff's Office for Hampden County.

Dated the 17<sup>th</sup> of August 2023:

Respectfully submitted,



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Jason Kapinos  
96 Hawks Circle  
Westfield, Massachusetts 01085-1576  
United States of America  
413-642-3587 (Comcast Landline)  
413-562-7351 (Verizon Landline)  
[jasonkapinos@gmail.com](mailto:jasonkapinos@gmail.com)



District of Connecticut. I am a member in good standing in both Connecticut and New York and appear in this matter *pro hac vice*.

4. I have extensive experience in consumer rights litigation including matters brought under the Telephone Consumer Protection Act (“TCPA”), the Fair Debt Collection Practices Act (“FDCPA”) the Magnuson Moss Warranty Act, the Truth in Lending Act, and a variety of state consumer protection statutes including Massachusetts General Law 93A.

5. I have extensive experience in class action litigation and have been certified as class counsel in numerous cases. *See, e.g., Horton v. Navient Solutions, Inc.*, 17-1855-BLS2 (Mass. Sup.) (settlement of Ch. 93A and 940 Code Mass. Regs. § 7.06 action on class-wide basis for \$4.5MM); *Lavigne v. First Community Bancshares, Inc., et al.*, 2018 WL 2694457, at \*5 (D.N.M. June 5, 2018) (certifying TCPA class action and appointing undersigned as class counsel); *Munday v. Navy Federal Credit Union*, ECF No. 60, 15-cv-01629 (C.D. Cal., July 14, 2017) (final approval of class settlement of \$2.75MM in TCPA action); *Brown v. Rita’s Water Ice Franchise Co. LLC*, No. CV 15-3509, 2017 WL 1021025, at \*1 (E.D. Pa. Mar. 16, 2017) (final approval of class settlement of \$3MM common fund in TCPA action); *Vinas v. Credit Bureau of Napa County Inc.*, Dkt. No. 112, 14-cv-3270 (D. Md. February 22, 2017) (order granting final approval of FDCPA class action settlement); *Duchene v. Westlake Servs., LLC*, No. 2:13-CV-01577-MRH, 2016 WL 6916734 (W.D. Pa. July 14, 2016) (final approval of class settlement of \$10MM in TCPA action); *Oberther v. Midland Credit Management*, Doc. No. 90, 14-cv-30014 (D. Ma. July 13, 2016) (order granting final approval of FDCPA class action settlement); *Butto v. Collecto, Inc.*, 290 F.R.D. 372 (E.D.N.Y. 2013) (certifying FDCPA class action); *Seekamp v. It’s Huge, Inc.*, 2012 WL 860364 (N.D.N.Y. Mar. 13, 2012) (certifying auto fraud class action); *Zimmerman v. Portfolio Recovery Assoc., LLC*, 276 F.R.D. 174 (S.D.N.Y. 2011) (certifying FDCPA class action).

6. We have litigated this case on behalf of Plaintiffs and the proposed class since October

2020.

7. The litigation has been hard fought and adversarial. We engaged in substantial discovery including written discovery and depositions on merits and class issues.

8. On October 25, 2022, we participated in an all-day mediation session before the Honorable Edward P. Leibensperger (Ret.). The Parties provided Judge Leibensperger with detailed mediation briefs addressing all aspects of this case: claims in chief, defenses, class certification and the defenses or objections thereto, damages, and settlement. The mediation was adversarial and conducted at arm's-length. Further discussions resulted in an agreement to settle this matter on a class basis which I recommend that the Court approve as fair reasonable and adequate.

I declare under penalty of perjury that the above is true and correct.

Dated: October 2, 2023

*/s/ Stephen Taylor*

Stephen Taylor

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COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT DEPARTMENT  
BRISTOL COUNTY

Crystal Rego and Dawn Lepore, on behalf  
of themselves and all others similarly  
situated,

Plaintiff,

vs.

Midland Credit Management, INC.,

Defendant.

Case No. C.A. No. 2073CV00703

CLASS ACTION

**DECLARATION OF FRANK CORDOVA  
RE: NOTICE PROCEDURES**

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I, Frank Cordova, declare and state as follows:

1. I am a Senior Case Manager with KCC Class Action Services, LLC (“KCC”), located at El Segundo, CA. Pursuant to the Order Preliminarily Approving Settlement; Certifying Settlement Class; Approving Notice; And Setting Date For Final Approval Hearing (the “Preliminary Approval Order”) dated May 23, 2023, the Court appointed KCC as the Claims Administrator in connection with the proposed Settlement of the above-captioned Action.<sup>1</sup> I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

**CLASS LIST**

2. On June 6, 2023, KCC received from Hale Yazicioglu Lake, Hinshaw & Culbertson LLP a list of 15,843 persons identified as the Class List. The Class List included first and last names, addresses, and phone numbers. KCC formatted the list for mailing purposes, removed duplicate records, and processed the names and addresses through the National Change of Address Database (“NCOA”) to update any addresses on file with the United States Postal Service (“USPS”). A total of 1,457 addresses were found and updated via NCOA. KCC updated its proprietary database with the Class List.

**MAILING OF THE NOTICE PACKET**

3. On June 22, 2023, KCC caused the Short Form/Postcard (collectively, the “Notice Packet”) to be printed and mailed to the 15,780 names and mailing addresses in the Class List. A true and correct copy of the Notice Packet is attached hereto as Exhibit A.

4. Since mailing the Notice Packets to the Class Members, KCC has received 152 Notice Packets returned by the USPS with forwarding addresses. KCC immediately caused Notice Packets to be re-mailed to the forwarding addresses supplied by the USPS.

5. Since mailing the Notice Packets to the Class Members, KCC has received 2,360 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement [Stipulation], and/or the Preliminary Approval Order.

1 other public source databases, KCC performed address searches for these undeliverable Notice  
2 Packets and was able to find updated addresses for 130 Class Members. KCC promptly re-mailed  
3 Notice Packets to the found new addresses.

4 6. On August 1, 2023, and at the direction of the Parties, KCC caused a Reminder  
5 Postcard to be printed and mailed to the 14,537 names and mailing addresses in the Class List who  
6 had not yet submitted a Claim Form. A true and correct copy of the Reminder Postcard is attached  
7 hereto as Exhibit B.

8 **SETTLEMENT WEBSITE**

9 7. On or about June 22, 2023, KCC established a website [www.Regomcm.com](http://www.Regomcm.com)  
10 dedicated to this matter to provide information to the Class Members and to answer frequently  
11 asked questions. The website URL was set forth in the Long Form Notice, Short Form/Postcard,  
12 and Claim Form. Visitors of the website can download copies of the Plaintiffs' Complaint,  
13 Settlement Agreement, Preliminary Approval Order, Claim Form, and other case-related  
14 documents. A true and correct copy of the Long Form Notice and Claim Form is attached hereto  
15 as Exhibits C and D. As of September 27, 2023, there have been 5,368 users, 7,007, session/hits  
16 (active visits to the website), and 19,311 page views of the website.

17 **TELEPHONE HOTLINE**

18 8. KCC established and continues to maintain a toll-free telephone number 1-888-886-  
19 7173 for potential Class Members to call and obtain information about the Settlement, request a  
20 Notice Packet, and/or seek assistance from a live operator during regular business hours. The  
21 telephone hotline became operational on June 22, 2023 and is accessible Monday through Friday  
22 from 8 a.m. to 8 p.m. EST. As of September 29, 2023, KCC has received a total of 42 calls to the  
23 telephone hotline.  
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1 **CLAIM FORMS**

2 9. The postmark deadline for Class Members to file claims in this matter was August  
3 21, 2023

4 A. 2,556 Claim Forms are complete, valid and timely.

5 B. Additionally:

6 (1) 13 Claim Forms were missing a signature but were otherwise valid,  
7 timely and matched persons on the Class List.

8 (2) 27 Claim Forms were postmarked and received past the deadline (August  
9 21, 2023), which are otherwise complete, valid and signed.

10 (3) 1 untimely submission from a Class Member which was neither a Claim  
11 Form nor an objection to the settlement. The Class Member advised that  
12 they had mail transmission issues, and it did not appear from the  
13 submission that the member was aware of their rights. KCC will send  
14 this member correspondence asking for clarification of the class  
15 members intentions.

16 (4) 1 Claim Form is missing a postmarked date, missing a signature, and was  
17 received past the deadline (August 21, 2023).

18 C. 47 Claim Forms which have been denied as either duplicates or from non-class  
19 members.

20 10. These numbers are subject to change as KCC continues to process incoming mail.  
21 Any updated figures will be immediately provided to counsel.

22 **OBJECTIONS TO THE SETTLEMENT**

23 11. The postmark deadline for Class Members to object to the settlement was August  
24 21, 2023. As of the date of this declaration, KCC has received 1 correspondence related to the  
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1 settlement which is stylized as a motion to object. KCC has provided this correspondence to  
2 counsel to the Parties and understands the same document was filed with the Court.

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4 **ADMINISTRATION COSTS**

5 12. KCC has incurred \$45,682.68 in costs through the end of August 2023. KCC  
6 estimates its total cost of administration will be \$69,133.90. This amount includes costs to date as  
7 well as through the completion of this matter.

8 13. KCC's estimated fees and charges are based on certain information provided to KCC  
9 by the parties as well as significant assumptions. Accordingly, the estimate is not intended to limit  
10 KCC's actual fees and charges, which may be less or more than estimated due to the scope of actual  
11 services or changes to the underlying facts or assumptions.

12  
13 I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct.

15 Executed on October 3, 2023 at El Segundo, CA

16 *Frank Cordova*

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18 Frank Cordova  
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# **Exhibit A**

NOTICE FROM  
SUPERIOR COURT OF BRISTOL COUNTY OF THE  
COMMONWEALTH OF MASSACHUSETTS  
(not a lawyer solicitation)

Rego v. Midland Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

A Settlement Agreement has been reached in a class action lawsuit alleging that Midland Credit Management, Inc. ("Midland" or "MCM") violated the law by placing calls in excess of the call limitations set forth in 940 C.M.R. 7.04(1)(f) to Massachusetts consumers to collect a debt. MCM's records show that you may be a Class Member and may be entitled to payment under the Settlement Agreement reached in the case.

A Settlement Fund of \$725,000 has been established to pay valid claims, attorneys' fees, costs, any incentive awards to the Class Representatives and settlement administration costs. Each Class Member is entitled to one equal share of the fund. The final cash payment for Class Members will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don't act, so read this Notice carefully.

This Postcard Notice contains limited information about the Settlement. For more information or to submit an online Claim Form, visit [www.RegoMCM.com](http://www.RegoMCM.com).



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**MDRL**

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

MDRL «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

**Claim Form**

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE):

Name:

Primary Address:

City:

State:

ZIP:

Current Phone Number (optional):

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

Email (optional):

If you wish to participate in the Settlement, please complete, sign, and return this **Settlement Claim Form** or submit an Online Claim Form.

You must complete and submit a Claim Form by August 21, 2023. You may submit a Claim Form online at [www.RegoMCM.com](http://www.RegoMCM.com) or by completing and submitting this Claim Form to receive your share. The final amount per Class Member will depend on the total number of valid Claim Forms received. To complete this form, provide the information below and execute the certification.

**Certification:** By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund.

Signature \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_

«3of9 barcode »



VISIT THE SETTLEMENT  
WEBSITE BY SCANNING  
THE PROVIDED  
QR CODE

<<BARCODE>>

THIS CARD PROVIDES LIMITED INFORMATION ABOUT THE SETTLEMENT  
VISIT [WWW.REGOMCM.COM](http://WWW.REGOMCM.COM) FOR MORE INFORMATION

In the lawsuit, the Plaintiffs allege that MCM violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiffs and other Massachusetts consumers. Midland denies any wrongdoing, denies that it violated the MCPA, the MDCR or any other law. The Parties have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation. You can read Plaintiffs’ Amended Complaint, the Settlement Agreement, other case documents, and submit a Claim Form at [www.RegoMCM.com](http://www.RegoMCM.com).

**Who’s Included in the Settlement Class?** All persons residing in the Commonwealth of Massachusetts to whom, between October 13, 2016 and January 31, 2023, MCM made calls that exceeded the call limitations set forth in 940 C.M.R. 7.04(1)(f) as reflected on the Class List.

**What Can You Get?** Class Members who submit a valid and timely Claim Form are entitled to one share from the Settlement Fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund (\$725,000) after deductions from the fund for administrative costs, attorneys’ fees and expenses, and any incentive awards to the Class Representatives. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members, and the fees, costs and incentive awards approved by the Court. The Settlement is explained in detail in the Full Notice and in the Settlement Agreement available at [www.RegoMCM.com](http://www.RegoMCM.com).

**How to Get Money?** To qualify for payment, you must submit a valid Claim Form to *Rego v. Midland* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130 or submit an Online Claim Form by August 21, 2023.

**Your Other Rights.** You may object to the Settlement by **August 21, 2023**. The Full Notice, located at the website listed below, explains how to object to the Settlement. The Court will hold a Final Approval Hearing in this case on **October 17, 2023, at 2:00 p.m.** to consider whether to approve the Settlement, Plan of Allocation, a request for an incentive awards of up to \$15,000 for each of the named Plaintiffs and a request by the lawyers representing all Class Members for fees of up to 33% of the Settlement Fund and for reimbursement of expenses for litigating the case. You may attend the hearing and ask to be heard by the Court, but you do not have to. **If you do not take any action, you will be legally bound by the Settlement and any orders or Judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute Released Claims.**

For more information or a Claim Form, call 1-888-886-7173 or visit [www.RegoMCM.com](http://www.RegoMCM.com).  
**Do not contact the Court, Defendant or its counsel with questions.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PLACE  
STAMP  
HERE

**REGO V MIDLAND  
SETTLEMENT ADMINISTRATOR  
PO BOX 301130  
LOS ANGELES CA 90030-1130**



# **Exhibit B**

*Rego v. Midland*  
Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

**August 21, 2023**  
**Deadline Approaching.**  
File your Claim  
[www.RegoMCM.com](http://www.RegoMCM.com).



VISIT THE  
SETTLEMENT  
WEBSITE BY  
SCANNING  
THE PROVIDED  
QR CODE

**MDRL**

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

Claim Number: «Claim Number»

MDRL «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

## **CLASS ACTION REMINDER**

On June 22, 2023, we sent you a Notice of Class Action Settlement and a Claim Form regarding the class action case *Rego v. Midland Credit Management*, pending in the Superior Court of the Commonwealth of Massachusetts, Civil Docket No. 2073CV00703.

All Settlement Class Members have a right to recover from the \$725,000 Settlement Fund.

Our records show you did not submit a Claim Form.

If you wish to make a claim in this Settlement, you must mail the Claim Form we sent you **or** submit a claim online through the Settlement website, [www.RegoMCM.com](http://www.RegoMCM.com), **no later than August 21, 2023**. This is the only way to recover from the Settlement Fund.

Your **Claim ID** is **«Claim Number»**.

You may submit a claim online at [www.RegoMCM.com](http://www.RegoMCM.com) or review other case documents.

# **Exhibit C**

COMMONWEALTH OF MASSACHUSETTS  
SUPERIOR COURT DEPARTMENT  
BRISTOL COUNTY

Crystal Rego and Dawn Lepore, <i>on behalf of themselves and all others similarly situated,</i>	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 2073CV00703
	)	
Midland Credit Management, Inc.,	)	
	)	
Defendant.	)	

**NOTICE REGARDING RIGHT TO BENEFIT FROM  
CLASS ACTION SETTLEMENT**

A Settlement Agreement has been reached in a class action lawsuit alleging that Midland Credit Management, Inc. (“Midland” or “MCM”) violated the law by placing in excess of two telephone calls in a seven-day period to Massachusetts consumers to collect a debt. MCM’s records show that you may be a Class Member under the Settlement Agreement reached in the case.

A Settlement Fund of \$725,000 has been established to pay valid claims, attorneys’ fees, costs, any incentive award to the Class Representatives (Crystal Rego and Dawn Lepore) and settlement administration costs. You may be entitled to receive an equal share of the fund. The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Your legal rights are affected whether you act or don’t act, so read this Notice carefully.

YOUR OPTIONS	
<b>Option 1: Submit a Claim Form</b> <b>Deadline: August 21, 2023</b>	<b>Complete and submit a Claim Form and receive an equal share of the Settlement Fund.</b> By completing and submitting a Claim Form, you may recover an equal share of the Settlement Fund. This is the only way to claim and receive payment from the Fund.
<b>Option 2: Object</b> <b>Deadline: August 21, 2023</b>	<b>Object to the terms of the Settlement Agreement.</b> You may object to the terms of the Settlement Agreement and have your objections heard at the October 17, 2023, at 2:00 p.m. Final Approval Hearing.

1. What is this lawsuit about?

In the lawsuit, the Plaintiffs allege that MCM violated the Massachusetts Consumer Protection Act, M.G.L. c. 93A § 2, *et seq.* (“MCPA”), and the Massachusetts Debt Collection Regulations, 940 CMR § 7.00, *et seq.* (“MDCR”), by placing in excess of two calls regarding a debt within a seven-day period to Plaintiffs and other Massachusetts consumers.

MCM denies any wrongdoing, denies that that it violated the MCPA, the MDCR or any other law.

Both sides have agreed to settle the lawsuit to avoid the cost, delay, and uncertainty of further litigation.

You can read Plaintiffs’ Complaint, the Settlement Agreement, other case documents, and submit a Claim Form at [www.RegoMCM.com](http://www.RegoMCM.com).

2. Why is this a class action?

In a class action, a Class Representative sues on behalf of a group (or a “Class”) of people. Here, the Class Representatives sued on behalf of people who have similar claims regarding allegedly excessive debt collection calls.

3. Why is there a settlement?

To avoid the cost, risk, and delay of litigation, the Parties reached a settlement agreement as to Plaintiffs’ and the Class’s claims.

4. How do I know if I am a part of the Settlement?

For settlement purposes, the Court has certified a Class consisting of all people who meet the following definition:

All persons residing in the Commonwealth of Massachusetts to whom, between October 13, 2016 and January 31, 2023, MCM made calls that exceeded the call limitations set forth in 940 C.M.R. 7.04(1)(f) as reflected on the Class List.

5. How do I recover?

Submit a Claim Form. This is the only way to get a payment. You have the right as a member of the Settlement Class to receive an equal share of the Settlement Fund.

The final cash payment will depend on the total number of valid and timely claims filed by all Class Members. Each claiming Class Member will be entitled to an equal share of the Settlement Fund, after deductions from the fund for administrative costs, attorneys' fees and expenses, and any incentive awards to the Plaintiffs.

You can submit a Claim Form online at [www.RegoMCM.com](http://www.RegoMCM.com)

Or, you can download the Claim Form online and mail it to:

*Rego v. Midland* Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

All Claim Forms must be postmarked or filed online no later than August 21, 2023.

After all valid Claim Forms are counted, and the Settlement is given final approval by the Court, the Settlement Administrator will provide each claiming Settlement Class Member their share of the Settlement Fund after the deductions above. Any excess settlement funds or benefit checks not cashed by Settlement Class Members will be provided to a charitable organization.

6. What am I giving up to receive these benefits?

By staying in the Class, all of the Court's orders will apply to you, and you give a "release" for any claims arising from allegedly excessive telephone calls to you. A release means you cannot sue or be part of any other lawsuit against MCM and the Released Parties about the claims or issues in this lawsuit, and you will be bound by the Settlement Agreement.

7. How much will the Class Representatives receive?

The Class Representatives will receive their portion of the Settlement as a Class Member and an incentive award for having pursued this action. Any incentive payment is subject to Court Approval. The Class Representatives may request an Incentive Award of \$15,000 each.

8. Do I have a lawyer in this case?

To represent the class, the Court has appointed attorneys with the law firm of Lemberg Law, LLC, 43 Danbury Road, Wilton, CT 06897 as "Class Counsel."

Class Counsel will request an award of attorneys' fees of up to 33% of the Settlement Fund and for reimbursement of expenses. Any attorneys' fee and expense award is subject to Court Approval. You may hire your own attorney, but only at your own expense.

9. How do I object?

Any Settlement Class Member may object to the Settlement. In order to exercise this right, you must submit your objection to the Court by the Objection Deadline. Your objection must (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth the complete legal and factual bases for the Objection; (v) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vi) state whether the objecting Settlement Class Member intends on appearing at the Final Approval Hearing either *pro se* or through counsel and whether the objecting Settlement Class Member plans on offering testimony at the Final Approval Hearing. Any Class Member that fails to object in the manner set forth herein shall be foreclosed from making such objection or opposition, by appeal, collateral attack, or otherwise and shall be bound by all of the terms of this Settlement upon Final Approval and by all proceedings, orders and judgments, including but not limited to the Release in the Action.

Objections must be filed with the Clerk of the Court, and delivered or postmarked no later than August 21, 2023.

The Court's address is: *Clerk of the Court, 441 County St., New Bedford, MA 02740.*

**The Final Approval Hearing**

The Court will hold a Final Approval Hearing on **October 17, 2023, at 2:00 p.m.** in Bristol County Superior Court, 441 County St., New Bedford, MA 02740. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and to rule on applications for compensation for Class Counsel and an incentive award for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement.

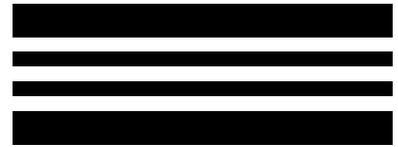
YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

**FOR MORE INFORMATION**

Additional information and documents, including case documents, are available at [www.RegoMCM.com](http://www.RegoMCM.com), or you can call **1-888-886-7173**.

# **Exhibit D**

Rego v. Midland Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130



# MDRL

VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

«3of9 barcode »

«BARCODE»

Postal Service: Please do not mark barcode

MDRL «Claim Number»

«FIRST1» «LAST1»

«ADDRESS LINE 1» «ADDRESS LINE 2»

«CITY», «STATE»«PROVINCE» «POSTALCODE»

«COUNTRY»

*Crystal Rego and Dawn Lepore v.  
Midland Credit Management, Inc.*

SUPERIOR COURT FOR THE  
COUNTY OF BRISTOL OF  
THE COMMONWEALTH  
OF MASSACHUSETTS

Case No. 2073CV00703

**Must Be Postmarked  
No Later Than August 21, 2023**

Claim ID: <<ClaimNumber>>

## Claim Form

### CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

First Name			M.I.	Last Name		
Primary Address						
Primary Address Continued						
City				State	ZIP Code	
Foreign Province		Foreign Postal Code		Foreign Country Name/Abbreviation		

If you wish to participate in the Settlement, please complete, sign, and return this Settlement Claim Form or submit an Online Claim Form. You must complete and submit a Claim Form by **August 21, 2023**. You may submit a Claim Form online at [www.RegoMCM.com](http://www.RegoMCM.com) or by completing and submitting this Claim Form to receive your share. The final amount per Class Member will depend on the total number of valid Claim Forms received. To complete this form, provide the information below and execute (sign) the certification.

Claim ID
Current Phone Number (optional)
Email address (optional)

### Certification

By signing and submitting this Claim Form, I certify and affirm that the information I am providing is true and correct to the best of my knowledge and belief, I am over the age of 18 and I wish to claim my share of the Settlement Fund.

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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