

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO. 2584CV2435

COMMONWEALTH OF MASSACHUSETTS,
Plaintiff,

v.

SCHWEB PARTNERS LLC, SCHWEB
MANAGEMENT LLC, SCHWEB PARTNERS-
SPRINGFIELD LLC, JACQUES SCHMIDT,
ABRAHAM WEBER, SPRINGFIELD GARDENS 12-
20 LP, SPRINGFIELD GARDENS 238-262 LP,
SPRINGFIELD GARDENS 41-49 LP, SPRINGFIELD
GARDENS 49-59 LP, SPRINGFIELD GARDENS 56-
60 LP, SPRINGFIELD GARDENS 66 LP,
SPRINGFIELD GARDENS 66-68 120-122 LP,
SPRINGFIELD GARDENS 69 LP, SPRINGFIELD
GARDENS 70-78 LP, SPRINGFIELD GARDENS 99-
103 LP, SPRINGFIELD GARDENS II LP,
SPRINGFIELD GARDENS LP, SPRINGFIELD
GARDENS MA HOLDINGS LP, SPRINGFIELD
PORTFOLIO HOLDINGS LLC a/k/a SPRINGFIELD
GARDENS SPK, SPRINGFIELD MAINTENANCE
LLC

Defendants.



JOINT MOTION FOR ENTRY OF FINAL JUDGMENT BY CONSENT

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney General,
Andrea Joy Campbell, and Defendants Schweb Partners, LLC, Schweb Management, LLC,
Schweb Partners-Springfield, LLC, Jacques Schmidt, Abraham Weber, Springfield Gardens 12-
20 LP, Springfield Gardens 238-262 LP, Springfield Gardens 41-49 LP, Springfield Gardens 49-
59 LP, Springfield Gardens 56-60 LP, Springfield Gardens 66 LP, Springfield Gardens 66-68
120-122 LP, Springfield Gardens 69 LP, Springfield Gardens 70-78 LP, Springfield Gardens 99-

103 LP, Springfield Gardens II LP, Springfield Gardens LP, Springfield Gardens MA Holdings LP, Springfield Portfolio Holdings a/k/a Springfield Gardens SPK, and Springfield Maintenance, LLC (collectively "Defendants") jointly ask the Court for entry of the proposed Final Judgment by Consent ("Final Judgment") pursuant to Rule 58(a) of the Massachusetts Rules of Civil Procedure. The proposed Final Judgment is attached as Exhibit A and the Stipulation and Consent of Defendants Schmidt and Weber are attached as Exhibit B. In support of this motion, the Parties assert that there is no just cause for delay and that, in order to resolve this litigation, Defendants stipulate and consent to the entry of final judgment, waiving all rights of appeal and the requirements of Mass. R. Civ. P. 52.

Respectfully Submitted,

COMMONWEALTH OF MASSACHUSETTS

ANDREA JOY CAMPBELL,
ATTORNEY GENERAL

DANIEL BAHLS

Daniel Bahls (BBO # 601060)
Richard M. Dohoney (BBO # 648126)
Assistant Attorneys General
Consumer Protection Division
1441 Main Street, Suite 1200
Springfield, MA 01103
Daniel.Bahls@Mass.gov
Richard.Dohoney@Mass.gov
(413)523-7787

Ellen Peterson (BBO # 710158)
Yael Shavit (BBO # 695333)
Assistant Attorneys General
Consumer Protection Division
One Ashburton Place
Boston, MA 02108
Ellen.Peterson@mass.gov
(617) 963-2784

SCHWEB PARTNERS LLC, JACQUES
SCHMIDT, ABRAHAM WEBER, SCHWEB
MANAGEMENT LLC, SCHWEB PARTNERS-
SPRINGFIELD LLC, SPRINGFIELD GARDENS
12-20 LP, SPRINGFIELD GARDENS 238-262 LP,
SPRINGFIELD GARDENS 41-49 LP,
SPRINGFIELD GARDENS 49-59 LP,
SPRINGFIELD GARDENS 56-60 LP,
SPRINGFIELD GARDENS 66 LP, SPRINGFIELD
GARDENS 66-68 120-122 LP, SPRINGFIELD
GARDENS 69 LP, SPRINGFIELD GARDENS 70-
78 LP, SPRINGFIELD GARDENS 99-103 LP,
SPRINGFIELD GARDENS II LP, SPRINGFIELD
GARDENS LP, SPRINGFIELD GARDENS MA
HOLDINGS LP, SPRINGFIELD PORTFOLIO
HOLDINGS LLC a/k/a SPRINGFIELD
GARDENS SPK, AND SPRINGFIELD
MAINTENANCE LLC,



Andrew London (BBO #690782)
Caroline Donovan (BBO #683274)
Rachel Kerner (BBO #703341)
Foley Hoag LLP
155 Seaport Blvd
Boston, MA 02210
alondon@foleyhoag.com
cdonovan@foleyhoag.com
rkerner@foleyhoag.com
617-832-1000

Date: August 28, 2025

Exhibit A

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

CIVIL ACTION NO. _____

COMMONWEALTH OF MASSACHUSETTS,
Plaintiff,

v.

SCHWEB PARTNERS LLC, SCHWEB
MANAGEMENT LLC, SCHWEB PARTNERS-
SPRINGFIELD LLC, JACQUES SCHMIDT,
ABRAHAM WEBER, SPRINGFIELD GARDENS 12-
20 LP, SPRINGFIELD GARDENS 238-262 LP,
SPRINGFIELD GARDENS 41-49 LP, SPRINGFIELD
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GARDENS 70-78 LP, SPRINGFIELD GARDENS 99-
103 LP, SPRINGFIELD GARDENS II LP,
SPRINGFIELD GARDENS LP, SPRINGFIELD
GARDENS MA HOLDINGS LP, SPRINGFIELD
PORTFOLIO HOLDINGS LLC a/k/a SPRINGFIELD
GARDENS SPK, SPRINGFIELD MAINTENANCE
LLC,

Defendants.

CIVIL ACTION NO.

FINAL JUDGMENT BY CONSENT

The Commonwealth of Massachusetts, by and through its Attorney General, Andrea Joy Campbell, has commenced this consumer protection action against Schweb Partners, LLC, Schweb Management, LLC, Schweb Partners-Springfield, LLC, Jacques Schmidt, Abraham Weber, Springfield Gardens 12-20 LP, Springfield Gardens 238-262, Springfield Gardens 41-49 LP, Springfield Gardens 49-59 LP, Springfield Gardens 56-60 LP, Springfield Gardens 66 LP, Springfield Gardens 66-68 120-122 LP, Springfield Gardens 69 LP, Springfield Gardens 70-78

LP, Springfield Gardens 99-103 LP, Springfield Gardens II LP, Springfield Gardens LP, Springfield Gardens MA Holdings LP, Springfield Portfolio Holdings a/k/a Springfield Gardens SPK, and Springfield Maintenance, LLC. The Commonwealth alleges in its Complaint that the Defendants engaged in unfair and deceptive acts and practices in violation of the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2 in connection with their ownership, control, and management of residential properties in Springfield, Massachusetts. The Commonwealth seeks injunctive relief, restitution, civil penalties, and reasonable fees and costs, including attorneys' fees.

1. The Commonwealth and the Defendants consent to the entry of this Final Judgment by Consent ("Final Judgment") in order to resolve the amount of restitution, civil penalties, and fees and costs to be paid by the Defendants as well as the terms of injunctive relief, without further trial or adjudication. By entering into the Final Judgment, the Defendants do not admit to the validity of any of the allegations in the Complaint or to any wrongdoing, fault, violations of any law, damages, or liability to the Attorney General or any other person or entity. Defendants stipulate that in any subsequent civil litigation by or on behalf of the Massachusetts Attorney General's Office to enforce its right to any payment pursuant to this Final Judgment, including a non-dischargeability complaint in any bankruptcy proceeding, the payment required by this Final Judgment constitutes, without need for further proof by the Commonwealth, a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit as the term is used in 11 U.S.C. § 523(a)(7). The Defendants acknowledge and stipulate that this Court has subject matter jurisdiction over this action and personal jurisdiction over them. The Defendants waive all rights of appeal and also waive the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

I. Parties

2. The Plaintiff is the Commonwealth of Massachusetts, represented by Attorney General Andrea Joy Campbell, who brings this action in the public interest.

3. Schweb Partners, LLC is a New Jersey limited liability company with a principal place of business at 2110 W. County Line Road, Jackson, New Jersey. Schweb Partners LLC is the sole owner of Schweb Partners – Springfield LLC.

4. Schweb Management, LLC is a New Jersey limited liability company with a principal place of business at 2110 W. County Line Road, Jackson, New Jersey.

5. Springfield Maintenance LLC is a Massachusetts limited liability company with a principal place of business at 2110 W. County Line Road, Jackson, New Jersey.

6. Schweb Partners – Springfield, LLC is a New Jersey limited liability company with a principal place of business at 2110 W. County Line Road, Jackson, New Jersey. Schweb Partners – Springfield LLC is the General Partner of Springfield Gardens MA Holdings LP and the individual Real Estate Holding Companies listed in paragraphs 10 through 22 below (“Real Estate Holding Companies”).

7. Springfield Gardens MA Holdings LP is a Delaware limited partnership that owns a 99.99% interest in the Real Estate Holding Companies listed in paragraphs 10 through 22.

8. Jacques Schmidt is an individual with an address of 135 E. 4th Street, Lakewood, New Jersey. Mr. Schmidt is a managing member and 50% owner of Schweb Partners, LLC and Schweb Management, LLC.

9. Abraham Weber is an individual with an address of 4 Windsor Court, Lakewood, New Jersey. Mr. Weber is a managing member and 50% owner of Schweb Partners LLC and Schweb Management LLC.

10. Springfield Gardens 12-20 LP is a Delaware limited partnership and the former owner of real property known as 12-20 Mattoon Street, Springfield, Massachusetts.

11. Springfield Gardens 238-262 LP is a Delaware limited partnership and the former owner of real property known as 238-240 Union Street and 246-262 Union Street, Springfield, Massachusetts.

12. Springfield Gardens 41-49 LP is a Delaware limited partnership and the former owner of real property known as 41-49 School Street, Springfield, Massachusetts.

13. Springfield Gardens 49-59 LP is a Delaware limited partnership and the former owner of real property known as 49-51 Fort Pleasant Avenue and 59 Fort Pleasant Avenue (a/k/a 8 Blake Hill Street) in Springfield, Massachusetts.

14. Springfield Gardens 56-60 LP is a Delaware limited partnership and the former owner of real property known as 56-60 Fort Pleasant Avenue in Springfield, Massachusetts.

15. Springfield Gardens 66 LP is a Delaware limited partnership and the former owner of real property known as 66 Mattoon Street in Springfield, Massachusetts.

16. Springfield Gardens 66-68 120-122 LP is a Delaware limited partnership and the former owner of real property known as 66-68 Fort Pleasant Avenue and 120-122 Central Street in Springfield, Massachusetts.

17. Springfield Gardens 69 LP is a Delaware limited partnership and the former owner of real property known as 69 Winter Street, 226 Fort Pleasant Avenue, and 126-128 Belmont Avenue in Springfield, Massachusetts.

18. Springfield Gardens 70-78 LP is a Delaware limited partnership and the former owner of real property known as 70-78.5 Belmont Avenue in Springfield, Massachusetts.

19. Springfield Gardens 99-103 LP is a Delaware limited partnership and the former owner of real property known as 99-103 Federal Street in Springfield, Massachusetts.

20. Springfield Gardens II LP is a Delaware limited partnership and the former owner of real property known as 130-132 Belmont Avenue, 140 Belmont Avenue, 143-147 Belmont Avenue, 155 Belmont Avenue, 176-182 Oakland Street & 199-203 Dickinson Street, 18-24 Coomes Street, 197-205 Belmont Street & 10 Marengo Park, 230 Fort Pleasant Avenue & 62 Warner Street, 64-74 Mill Street, and 92 Woodside Terrace in Springfield, Massachusetts.

21. Springfield Gardens LP is a Delaware limited partnership and the former owner of real property known as 103-107 Spring Street, 104 Spring Street, 109 Oakland Street, 112-116 Spring Street, 125-127 Belmont Avenue, 127 Spring Street (a/k/a 94 Pearl Street), 131-135 Spring Street, 135 Belmont Avenue, 15-21 Salem Street, 170 Central Street, 228 Locust Street (a/k/a 183 Woodside Terrace), 244-250 Centre Street (a/k/a 13 Cedar Street), 2477 Main Street (a/k/a 3-9 Osgood Street), 31-33 Fort Pleasant Avenue, 33 Salem Street, 33-37 Longhill Street, 334-360 Boston Road, 34 Salem Street, 34-36 Belmont Avenue, 356-364 Belmont Avenue, 45 Pearl Street (a/k/a 70 Mattoon Street), 52 Pearl Street, 582-586 Chicopee Street, 58-62 Pearl Street, 64-68 Osgood Street, 653-663 State Street (a/k/a 8 Terrence Street), 72 Pearl Street, 82-86 Pearl Street, 85-87 Elliot Street, 85-91 Woodside Terrace, 88-96 Maple Street, 90 Westminster Street (a/k/a 155 Bay Street), 93 East Park Street, and 97 Spring Street in Springfield, Massachusetts.

22. Springfield Portfolio Holdings LLC a/k/a Springfield Gardens SPK Owner LLC is a Maryland limited liability company and the former owner of real property known as 202-212 Pearl Street, 41-49 Belmont Avenue (a/k/a 4-8 Leyfred Terrace), and 683-685 State Street in Springfield, Massachusetts.

II. Jurisdiction and Venue

23. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 93A, § 4.

24. This Court has personal jurisdiction over Defendants in this action pursuant to G.L. c. 223A, § 3.

25. Venue is proper in Suffolk County pursuant to G.L. c. 93A, § 4.

26. The Attorney General is authorized to bring this action under G. L. c. 93A, § 4.

III. Definitions

27. “Defendants” or “Schweb Partners” shall mean Jacques Schmidt, Abraham Weber, and Schweb Partners, LLC, its subsidiaries, affiliates, predecessors, successors, and assigns including Schweb Management, LLC, Schweb Partners-Springfield, LLC, Springfield Gardens 12-20 LP, Springfield Gardens 238-262, Springfield Gardens 41-49 LP, Springfield Gardens 49-59 LP, Springfield Gardens 56-60 LP, Springfield Gardens 66 LP, Springfield Gardens 66-68 120-122 LP, Springfield Gardens 69 LP, Springfield Gardens 70-78 LP, Springfield Gardens 99-103 LP, Springfield Gardens II LP, Springfield Gardens LP, Springfield Gardens MA Holdings LP, Springfield Portfolio Holdings a/k/a Springfield Gardens SPK, and Springfield Maintenance, LLC.

28. “Individual Defendants” shall mean Jacques Schmidt and Abraham Weber.

29. “Residential Real Estate” shall refer to real estate occupied or intended to be occupied, in whole or in part, by a non-commercial tenant, but shall not extend to real estate that the Individual Defendants or their families personally live in.

30. “Subject Properties” shall refer to all Residential Real Estate in Massachusetts Owned by one or more Defendants between January 1, 2020 and December 31, 2024.

31. "Owning" Residential Real Estate shall refer to direct ownership or ownership of any portion of a company that directly or through subsidiaries owns any portion of Residential Real Estate in Massachusetts, but does not include incidental ownership akin to ownership of less than 1% of the shares of a publicly traded corporation that owns Residential Real Estate in Massachusetts.

32. "Control" of Residential Real Estate shall refer to the ability to direct or influence the management and/or policies of Residential Real Estate in Massachusetts through ownership interests, contractual rights, or other agreements that confer such authority. For the avoidance of doubt, an individual does not Control Residential Real Estate by and through the individual's ownership of public stock.

33. "Final Judgment" shall mean this Final Judgment by Consent.

34. "Manage," "Managing, or "Management" of Residential Real Estate refers to the act of directing the operations of Residential Real Estate in Massachusetts, including responsibility for collecting rent, making repairs, screening tenants, entering leases, or otherwise interacting with tenants on behalf of a property owner regarding Residential Real Estate in Massachusetts. For the avoidance of doubt, an individual does not Manage Residential Real Estate by and through the individual's ownership of public stock.

35. The "Massachusetts Attorney General's Office" shall refer to the Massachusetts Attorney General's Office and any of its attorneys, agents, employees, or principals acting on its behalf.

36. "Renting" Residential Real Estate, in the context used in this Final Judgment, shall refer to contracting with a residential, consumer tenant for consideration in exchange for the right

to use and occupy such Residential Real Estate. For the avoidance of doubt, an individual does not Rent Residential Real Estate by and through the individual's ownership of public stock.

37. "Tenant Balances" refers to any and all unpaid monetary amounts owed or alleged to be owed by or on behalf of any tenant of the Subject Properties in connection with a tenancy in the Subject Properties. For the avoidance of doubt, this includes all such tenants and such amounts whether or not the balance is payable directly by a tenant, payable by a voucher administrator, or payable in any other manner.

38. "Effective Date" shall refer to the date upon which this Judgment is entered by the Court.

IV. Stipulated Facts

39. For purposes of this Consent Judgment only, Defendants stipulate that the following facts will be taken as true. Defendants further stipulate that in any subsequent civil litigation by or on behalf of the Massachusetts Attorney General's Office to enforce its right to any payment pursuant to this Final Judgment, including a non-dischargeability complaint in any bankruptcy proceeding, the payment required by this Final Judgment constitutes, without need for further proof by the Commonwealth, a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit as the term is used in 11 U.S.C. § 523(a)(7).

40. In late November 2020, Defendants purchased 38 multi-unit residential apartment buildings in Springfield, Massachusetts, and then purchased an additional 24 buildings in January 2021. At that time, Defendants were one of Springfield's largest landlords, with almost 1,300 rental apartment units.

41. The Commonwealth has alleged that the Defendants, collectively and individually, violated G.L. c. 93A in connection with their ownership, management, and control of these

properties by failing to timely repair known unsafe and unsanitary conditions and failing to comply with Massachusetts law related to the taking, holding, and returning of security deposits.

42. Between August 2023 and October 2024, Defendants sold their Residential Real Estate in Massachusetts to bona fide third-party purchasers and no longer Own Residential Real Estate in the Commonwealth.

43. Defendants represent that they no longer Own, Control, Manage, or Rent any Residential Real Estate in Massachusetts.

44. Defendants represent that to the best of their knowledge the total of the Tenant Balances subject to this Judgment exceeds \$7,500,000. Defendants further represent that no Tenant Balance has been transferred or assigned to any third party, and Defendants to the best of their knowledge, information, and belief and based on all facts known at this time after reasonable investigation and due diligence attest that they are the sole owners of these Tenant Balances.

45. After an investigation by the Attorney General's Office, the parties reached agreement to resolve the matter through this Final Judgment.

ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED:

46. This Final Judgment shall enter against Schweb Partners, LLC, Schweb Management, LLC, Schweb Partners-Springfield, LLC, Jacques Schmidt, Abraham Weber, Springfield Gardens 12-20 LP, Springfield Gardens 238-262, Springfield Gardens 41-49 LP, Springfield Gardens 49-59 LP, Springfield Gardens 56-60 LP, Springfield Gardens 66 LP, Springfield Gardens 66-68 120-122 LP, Springfield Gardens 69 LP, Springfield Gardens 70-78 LP, Springfield Gardens 99-103 LP, Springfield Gardens II LP, Springfield Gardens LP, Springfield Gardens MA Holdings LP, Springfield Portfolio Holdings a/k/a Springfield Gardens

SPK, and Springfield Maintenance, LLC, as well as to those persons set forth in Mass. R. Civ. P. 65(d) and it shall constitute a continuing obligation.

V. Injunctive Relief

47. The injunctive terms in Paragraphs 48 through 52 shall apply to all Defendants.

48. Defendants, whether acting directly or indirectly, individually or through employees, officers, subsidiaries, agents, representatives, affiliates, successors, and/or assigns or through other corporate or other device are hereby permanently enjoined from Owning, Controlling, Managing, or Renting Residential Real Estate in Massachusetts.

49. Defendants shall not assign, transfer, or make any effort to collect, directly or indirectly, the Tenant Balances, and shall inform all successor owners of the Subject Properties of this provision within three (3) business days of the Effective Date.

50. Defendants shall, within sixty (60) days of the Effective Date, file an Acknowledgment of Satisfaction in each concluded or active action in which it obtained, as of the Effective Date, a monetary judgment against a tenant associated with the Tenant Balances.

51. Should Defendants be paid or tendered any amount of the Tenant Balances on or after the Effective Date, directly or indirectly, Defendants shall have an affirmative obligation to effectuate the return of this amount within seven (7) days of notice of receipt of the funds. If reasonable efforts fail to effectuate the return of the amount, Defendants shall deliver all unreturned funds to the Massachusetts Unclaimed Property Division in accordance with G.L. c. 200A.

52. Defendants shall not use or employ any third party to engage in any activity that Defendants themselves would be prohibited from engaging in pursuant to this Final Judgment.

VI. Monetary Relief

53. Defendants, jointly and severally, shall pay Two Million Five Hundred Thousand Dollars (\$2,500,000) to the Commonwealth in accordance with the terms of paragraphs 54-59 of this Final Judgment.

54. This payment shall be made in ten quarterly installments with the first payment of Two Hundred and Fifty Thousand Dollars (\$250,000) due within three (3) business days of receiving notice of the Effective Date and all subsequent payments of Two Hundred and Fifty Thousand Dollars (\$250,000) due on or before the dates reflected in the following table:

Date	Amount	Total Remaining Payment
Within 3 Business Days of the Effective Date	\$250,000	\$2,250,000
12/1/2025	\$250,000	\$2,000,000
3/1/2026	\$250,000	\$1,750,000
6/1/2026	\$250,000	\$1,500,000
9/1/2026	\$250,000	\$1,250,000
12/1/2026	\$250,000	\$1,000,000
3/1/2027	\$250,000	\$750,000
6/1/2027	\$250,000	\$500,000
9/1/2027	\$250,000	\$250,000
12/1/2027	\$250,000	\$0

55. These payments shall be made by wire transfer to the Commonwealth of Massachusetts, Office of the Attorney General. Each such payment shall include the caption and case number of this action. The Attorney General's Office shall provide Defendants with wire instructions to make these payments on or before the Effective Date.

56. To the extent Defendants, in their sole discretion, elect to pay more than the required installment amount, any amount over the installment amount shall be applied as a credit and deducted from the next outstanding installment amount.

57. At her sole discretion, the Attorney General may distribute the payment described in the foregoing paragraphs in any amount, allocation or apportionment and for any purpose

permitted by law, including but not limited to: (a) payments to or for consumers and for the facilitation of this Final Judgment; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; or (d) for programs or initiatives in furtherance of the protection of the people of the Commonwealth.

58. Defendants shall have no right to direct the use or application of funds by the Massachusetts Attorney General's Office.

59. In the event that Defendants fail to make any payment when due, all amounts then outstanding shall be immediately due and payable without notice.

VII. Reporting and Compliance

60. On or before ninety (90) days after the Effective Date, Defendants shall provide the Commonwealth with the following information in Defendants' possession, custody, or control as of the Effective Date:

A. A list of all tenants in the Subject Properties during Defendants' Ownership.

- 1) The last known address, phone number, and email address for each tenant identified where known.
- 2) The amount of any security deposit paid by each tenant.
- 3) A description of the amount of any such security deposit that was returned to the tenant, transferred to a new owner or for which a new owner affirmatively agreed to take responsibility, and/or the amount released by the tenant pursuant to a written and signed settlement agreement entered in connection with litigation.
- 4) The dates of any such return, transfer, or release.

B. Copies of any and all signed settlement agreements entered into in connection with a litigation or a formal demand letter, through which tenants have released their interest in a security deposit.

C. A copy of the complete tenant ledger for each tenant.

61. On or before seventy-five (75) days after the Effective Date, Defendants shall provide the Commonwealth with a list identifying all court actions in which it filed Acknowledgments of Satisfaction pursuant to paragraph 50 of this agreement and a statement under the pains and penalties of perjury that to the best of its knowledge following a diligent investigation these cases reflect the totality of the judgments to be acknowledged as satisfied pursuant to this Final Judgment.

62. Upon the reasonable request of the Attorney General or her representative, Defendants shall further cooperate with information requests necessary to implement or confirm compliance with the injunctive terms of this agreement.

VIII. Other Provisions

63. Continuing Jurisdiction. The parties to this Final Judgment assent to the continuing jurisdiction of the Suffolk County Superior Court for the purpose of enforcing or modifying the terms of this Final Judgment or for granting such further relief as the Court deems just and proper. The injunctive relief provisions of this Final Judgment place the Defendants under the restraint of a direct order of the Court. Any violation of Final Judgment may result in the Defendants being adjudged in contempt of court and, pursuant to G.L. c. 93A, § 4, subject to a civil penalty of not more than Ten Thousand Dollars (\$10,000) for each violation, as well as other penalties permitted by law.

64. Governing Law. The provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

65. Appeals. Defendants waive all rights of appeal.

66. Waiver: Defendants waive any claim(s) or defenses they may have or ever have, including but not limited to: statutorily required notice associated with the commencement of this action, any defect concerning service of the Plaintiff's Complaint, and issuance of a summons or service of process. The Commonwealth will provide Defendants' Counsel an electronic copy of the complaint upon filing.

67. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

68. Conduct Not Condoned. Consent to this Final Judgment does not constitute an approval by the Commonwealth of any of the Defendants' acts or practices, and the Defendants shall make no representations to the contrary.

69. No Admissions. Nothing contained in this Final Judgment shall be construed as an admission by Defendants or any of its affiliates, predecessors, or successors of any liability, wrongdoing, or legal or factual issue or allegation or constitute evidence of liability. Notwithstanding the foregoing, the Attorney General retains the right to enforce this Final Judgment, and Defendants stipulate that in any subsequent civil litigation by or on behalf of the Massachusetts Attorney General's Office to enforce its right to any payment pursuant to this Final Judgment, including a non-dischargeability complaint in any bankruptcy proceeding, the payment required by this Final Judgment constitutes, without need for further proof by the Commonwealth,

a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit as the term is used in 11 U.S.C. 523(a)(7).

70. Entire Agreement. This Final Judgment contains the complete agreement between the Commonwealth and the Defendants regarding the amount of restitution, civil penalties, and fees and costs to be paid by the Defendants as well as the terms of the injunctive relief. No promises, representations, or warranties other than those set forth in this Final Judgment have been made between the Commonwealth and the Defendants. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, between the Commonwealth and the Defendants, whether oral or in writing.

71. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

72. Effectivity. This Final Judgment becomes effective upon entry by the Court, which shall be the Effective Date.

73. Requirements Maintained. It is the intention of the parties that the provisions of this Final Judgment do not contravene the Defendants' obligation to comply with all applicable existing or future state and federal laws and regulations.

74. Non-Circumvention. Defendants shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Final Judgment or for any other purpose that would otherwise circumvent any term of this Final Judgment.

75. Notices. All notices and documents required by this Final Judgment shall be provided in writing, by email and first-class mail, to the parties as follows:

To the Massachusetts Attorney General's Office:

Consumer Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200

and by email to:

yael.shavit@mass.gov
daniel.bahls@mass.gov
richard.dohoney@mass.gov
ellen.peterson@mass.gov

To the Defendants:

Schweb Partners LLC
2110 W. County Line Road
Jackson, New Jersey 08527
and by email to:

alondon@foleyhoag.com
cdonovan@foleyhoag.com
rkerner@foleyhoag.com

76. Release. Entry of this Final Judgment by the Court resolves, releases, and forever discharges the Defendants and their current or former employees, officers, directors, agents, subsidiaries, affiliates, predecessors, successors, and assigns for all civil liability of the Defendants to the Attorney General's Office for all consumer protection claims arising from, relating to, concerning, or based on 1) Defendants' acts or practices related to making repairs or otherwise maintaining the Subject Properties, 2) Defendants' acts or practices related to the taking, keeping, retaining, or return of security deposits for tenants in the Subject Properties, 3) Defendants acts or practices related to marketing, leasing, charging or accepting rent, or charging or accepting other sums to tenants of the Subject Properties, 4) the quiet enjoyment of tenants of the Subject Properties, 5) the habitability of the subject properties, and 6) the physical conditions of the Subject Properties.. Nothing in this Final Judgment releases or discharges any actual or potential civil

liability of any parties not named or incorporated in this release, including, any and all third parties with whom the Defendants have contracted or may contract in the future. Notwithstanding the foregoing, if Defendants do not materially comply with the terms of this agreement found in Paragraphs 47-54, this release shall be void as to all Defendants.

77. Nothing in this Final Judgment shall be construed to settle, release, or resolve any other claim or action, including private rights of action.

78. The Final Judgment is not intended to nor shall it be construed to provide any third party with any rights concerning this Final Judgment. Only the Attorney General shall have the right to enforce the relief provisions herein. Notwithstanding the foregoing, in any action or effort by any entity to attempt to collect any Tenant Balance, the Parties intend that the provisions of Paragraphs 49-51 may be asserted as a defense to any such collection effort.

79. The Court has determined that there is no just reason for delay and, pursuant to Mass. R. Civ. P. 54(b), directs the clerk is ordered to enter this Judgment forthwith.

SO ORDERED:

Dated: _____

Exhibit B

CONSENT OF JACQUES SCHMIDT
TO FINAL JUDGMENT

Jacques Schmidt (Schmidt), a natural person residing in Ocean County in New Jersey, hereby stipulates and consents to the entry of the Final Judgment by Consent as to himself, Defendant Jacques Schmidt ("Final Judgment"). Schmidt states that he has personally read and understands the terms of the Final Judgment, has consulted with counsel concerning the terms of the Final Judgment, and: 1) understands the provisions of the Final Judgment apply to him; 2) understands that it is a violation of the Final Judgment to participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by the Final Judgment or for any other purpose that would otherwise circumvent any term of the Final Judgment; 3) understands any violation of the provisions of the Final Judgment is punishable under G.L. 93A, § 4, and by civil or criminal contempt sanctions; 4) waives all rights of appeal; 5) waives the requirement for Court findings under Mass. R. Civ. P. 52; and 6) voluntarily consents to the immediate entry of the Final Judgment.

CONSENTED TO, WAIVING ALL RIGHTS OF APPEAL:

By: 

Jacques Schmidt

Dated: 8/25/2025


Notary Public

Commission Expires:



CONSENT OF ABRAHAM WEBER
TO FINAL JUDGMENT

Abraham Weber (Weber), a natural person residing in Ocean County in New Jersey, hereby stipulates and consents to the entry of the Final Judgment by Consent as to himself, Defendant Abraham Weber ("Final Judgment"). Weber states that he has personally read and understands the terms of the Final Judgment, has consulted with counsel concerning the terms of the Final Judgment, and 1) understands the provisions of the Final Judgment apply to him; 2) understands that it is a violation of the Final Judgment to participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by the Final Judgment or for any other purpose that would otherwise circumvent any term of the Final Judgment; 3) understands any violation of the provisions of the Final Judgment is punishable under G.L. 93A, § 4, and by civil or criminal contempt sanctions; 4) waives all rights of appeal; 5) waives the requirement for Court findings under Mass. R. Civ. P. 52; and 6) voluntarily consents to the immediate entry of the Final Judgment.

CONSENTED TO, WAIVING ALL RIGHTS OF APPEAL:

By: _____

Abraham Weber

Dated: 8/28/2025

Notary Public

Commission Expires:

CHAIM FELDMAN
Notary Public, State of New Jersey
Comm. # 50220785
My Commission Expires 4/9/2029