

08/16/21

NOTIFY

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08/16

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

COMMONWEALTH OF MASSACHUSETTS,  
 Plaintiff,  
 v.  
 HICHAM ALI HASSAN,  
 Defendant.

CIVIL ACTION NO. 18-2285E

8/12/2021

e-filed KG

RECEIVED

AUG 24 2021

OFFICE OF MA. ATTORNEY GENERAL  
CENTRAL MASSACHUSETTS DIVISION

8-13-21 Joint Motion For Entry of Final Judgment Allowed.  
 Clerk's Office to Separately Docket ex A - Final Judgment by Consent  
 and Ex B - Consent to Final Judgment.

JOINT MOTION FOR ENTRY OF FINAL JUDGMENT BY CONSENT

Pursuant to Rule 58 of the Massachusetts Rules of Civil Procedure, the Commonwealth of Massachusetts and Hicham Ali Hassan respectfully move this Court to enter the Final Judgment by Consent attached as Exhibit A. In support of this motion, the parties state that Defendant has agreed to entry of the Final Judgment by Consent (see Exhibit B) and there is no reason to delay resolution of this action.

Judgment to enter  
 The Commonwealth of  
 Massachusetts,  
 (Mulligan, J).

Notices sent  
 08.18.21  
 PCM G.N.  
 DFC P.D.  
 MLPC C.A.  
 ELS C/PRO  
 SHH  
 JTB MA  
 AAG

[Signatures on Following Page]

1884CV02285

Jonathan T Burke, Esq.  
Attorney General's Office  
10 Mechanic St  
Worcester, MA 01608

**NOTIFY**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

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COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

HICHAM ALI HASSAN,

Defendant.

CIVIL ACTION NO. 18-2285E

**FINAL JUDGMENT BY CONSENT**

The plaintiff, the Commonwealth of Massachusetts, and the defendant, Hicham Ali Hassan, (collectively the "Parties) consent to the entry of this Final Judgment without trial or adjudication in order to resolve the claims at issue in this case, specifically:

The Commonwealth filed a complaint in September 2018 asserting claims against Mr. Hassan under the Massachusetts Public Accommodation Law (G.L. c. 272, §§ 92A and 98) and Consumer Protection Law (G.L. c. 93A, §§ 2 and 4). The Commonwealth alleges, *inter alia*, that Mr. Hassan systematically discriminated against customers on the basis of race, color, and national origin at two retail stores he operated called The Tannery and The Tannery Outlet.

Mr. Hassan acknowledges that the Court has jurisdiction over this case and his person. He consents to the entry of this Final Judgment as a full and final resolution of the claims asserted against him by the Commonwealth.

It is therefore ordered as follows:

JUDGMENT ENTERED ON DOCKET  
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)  
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-  
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

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JTB  
32321  
60  
PD  
CA  
CHRC  
DC PM  
MLC  
ECS  
+N

Handwritten date: Aug 23 21

## **I. Injunctive Relief**

- A. Compliance with the Massachusetts Public Accommodations Law: Defendant is permanently enjoined from engaging in any conduct, or directing or encouraging others to engage in any conduct, that violates, or contributes to the violation of, the Massachusetts Public Accommodations Law (G.L. c. 272, §§ 92A and 98).
- B. Compliance with the Massachusetts Consumer Protection Law: Defendant is permanently enjoined from engaging in any conduct related to the operation of a public accommodation, or directing or encouraging others to engage in any conduct related to the operation of a public accommodation, that violates, or contributes to the violation of, the Massachusetts Consumer Protection Law (G.L. c. 93A, § 2).<sup>1</sup>
- C. No Further Business Activities: Defendant is permanently enjoined from operating any public accommodation within the Commonwealth of Massachusetts.<sup>2</sup>

## **II. Monetary Relief**

Defendant shall pay the Commonwealth a total of TWO HUNDRED AND TWENTY THOUSAND dollars (\$220,000.00) structured as follows:

- A. Immediate Payment: Within five (5) business days of the date this Final Judgment is entered, Defendant shall pay ONE HUNDRED AND TEN THOUSAND dollars (\$110,000.00) to the Attorney General of the Commonwealth of Massachusetts. Payment shall be made by delivering a check payable to the Commonwealth of Massachusetts to the Office of the Attorney General, Attn: Civil Rights Division, One Ashburton Place, Boston, Massachusetts 02108; or by such other method as is approved

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<sup>1</sup> "Public accommodation" is defined at G.L. c. 272, § 92A.

<sup>2</sup> For the purposes of this term ("No Further Business Activity"), "operating" shall mean to exercise any control over, or participate in any way in, business activities that involve or relate to interactions with customers or potential customers.

by the Attorney General. The funds shall be allocated and used by the Attorney General in her sole discretion to pay costs associated with this proceeding; to pay restitution to the named plaintiffs and any other individuals she determines have been harmed by Defendant; and/or to fund programs, activities, or other resources intended to combat discrimination and promote equity and inclusion in the Commonwealth.

- B. Suspended Payment: Payment of ONE HUNDRED AND TEN THOUSAND dollars (\$110,000.00) shall be suspended to secure Defendant's compliance with the terms of this Final Judgment. If at any time the Office of the Attorney General ("AGO") determines that Defendant has failed to comply with any term of this Final Judgment, it shall provide written notice reasonably describing the non-compliance and demanding payment of the Suspended Payment. Defendant shall then have ten (10) days to make the Suspended Payment or answer the AGO's allegation of non-compliance. If, after the expiration of the ten (10) day period, the AGO determines that there has been non-compliance, and Defendant has failed to make the Suspended Payment, the AGO may take such action as it determines is appropriate to enforce the payment obligation, including by filing any appropriate motion with this Court. The AGO's right to seek payment of the Suspended Payment shall not limit, and shall be in addition to, its right to seek any other available damages, penalties, or remedies.

### **III. Compliance and Reporting**

- A. Record Keeping: Defendant shall maintain, and shall not destroy or dispose of, any document<sup>3</sup> that relates to his compliance with the terms of this Final Judgment.

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<sup>3</sup> The term "document" shall mean any document, electronically stored information, or other tangible thing as those terms are used and defined in Rule 34(a) of the Massachusetts Rules of Civil Procedure.

- B. Production of Records: Upon request, Defendant shall produce to the AGO all documents that relate to his compliance with the terms of this Final Judgment. Defendant shall complete production of documents within thirty (30) days from the date of the request or such other time period as the AGO may approve.
- C. Continuing Jurisdiction: Defendant acknowledges and agrees to the continuing jurisdiction of this Court to enforce the terms of the Final Judgment and grant the Commonwealth such other relief as may be necessary or appropriate.
- D. Contempt of Court: The provisions of this Final Judgment place Defendant under the restraint of a direct order of the Court to do, or refrain from doing, certain acts. Failure to comply with the terms of this Final Judgment may result in Defendant being held in criminal or civil contempt of court in addition to any other available remedy or penalty.
- E. AGO Authority: The AGO shall have the authority to enforce each term of this Final Judgment, including by filing an appropriate motion with the Court. If Defendant fails to comply with any term of this Final Judgment, the AGO may recover the costs and attorney's fees associated with any resulting investigation, enforcement action, and/or litigation.
- F. Waiver of Right to Contest: Defendant waives any right to challenge the terms of this Final Judgment, or the AGO's enforcement authority, in any action or proceeding.
- G. No Limitation of Remedies: The AGO's right to enforce the terms of this Final Judgment shall not limit, and shall be in addition to, its right to take any other action, and seek any other damages, penalties, sanctions, or remedies, available under the law.

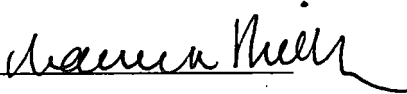
#### **IV. Additional Terms**

- A. Waiver of Adjudication and Appeal: The parties waive the entry of findings of fact and conclusions of law as well as their respective rights of appeal.
- B. Capacity and Consent: Defendant represents that he has the capacity to consent to this Final Judgment and that he has read, understood, consulted with counsel concerning, and voluntarily agreed to each of its terms.
- C. Governing Law: The provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
- D. Severability: The provisions of this Final Judgment shall be severable. Should any provision be declared by any court of competent jurisdiction to be unenforceable the other provisions of this Final Judgment shall remain in full force and effect.
- E. Conduct Not Condoned: Consent to this Final Judgment does not constitute an approval by the Commonwealth of any of Defendant's acts or practices and Defendant shall make no representation to the contrary.
- F. Evidentiary Use: Defendant has consented to this Final Judgment without trial or adjudication of any issue of fact or law in order to avoid the costs and inconvenience of litigation. Except for the purpose of enforcement of its terms by the AGO, no part of this Final Judgment shall constitute evidence against Defendant with respect to any issue of fact or law. This Final Judgment does not constitute, and no part of it may be offered, received, used, treated, or construed as, an admission or evidence of any liability or wrongdoing by Defendant in any other proceeding.
- G. Complete Agreement: This Final Judgment contains the complete agreement between the Commonwealth and Defendant. No promises, representations, or warranties other than

those set forth in this Final Judgment have been made between the Commonwealth and Defendant. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, between the Commonwealth and Defendant, whether oral or in writing.

- H. Modification: This Final Judgment may not be changed, altered, or modified, except by further order of the Court.
- I. Effective Date: This Final Judgment becomes effective upon execution and entry by the Court.

So ordered,



Justice of the Superior Court

Date: August 13, 2021



# Exhibit B

CONSENT TO FINAL JUDGMENT


The defendant, Hicham Ali Hassan, admits to the personal and subject matter jurisdiction of this Court and agrees to the entry of the Final Judgment by Consent.

Defendant acknowledges that he has the capacity to consent to the Final Judgment and that he has read, understood, consulted with counsel concerning, and voluntarily agreed to each of its terms.

Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rule of Civil Procedure.

Defendant also waives the right to challenge the Final Judgment of Consent in any future action or proceeding.

CONSENTED TO, WAIVING ALL RIGHTS OF APPEAL:

  
\_\_\_\_\_  
Hicham Ali Hassan

Dated: 08/04/21