

Docketed 04/17/2026

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
Civil Action No. 2382CV00389

BETH MATERNA and all others similarly situated,

Plaintiffs,

v.

MARINA BAY RESIDENCES, LLC, BOZZUTO
MANAGEMENT CO., and DELANEY BARRETT,

Defendants,

**DEFENDANT MARINA BAY RESIDENCES, LLC'S ANSWER TO PLAINTIFF'S
FOURTH AMENDED CLASS ACTION COMPLAINT**

The Defendant, Marina Bay Residences, LLC (hereinafter "**Owner**" or "**Marina Bay**"), files this Answer (the "**Answer**") to the Fourth Amended Class Action Complaint and Demand for Jury Trial (the "**Complaint**") filed by Plaintiff Beth Materna ("**Plaintiff**"), brought individually and putatively on behalf of all others similarly situated against Marina Bay and Defendants Bozzuto Management Co. ("**Bozzuto**") and Delaney Barrett, and states as follows:

A. PLAINTIFF'S "INTRODUCTION"

The portion of the Complaint entitled "Introduction" purports to characterize this action, constitutes legal conclusions, or both, and thus requires no response. If or to the extent that a response is required, Marina Bay denies any allegations in the "Introduction" other than those alleging that the Property is owned by Marina Bay; consists of 352 units; experienced serious, repeated water intrusions and widespread leaks to the exterior of the Property beginning in 2018 as a result of construction and design defects; and that the repair and remediation project Marina

Bay undertook has, at various times, and in varying ways, affected all of the units.¹

B. RESPONSES

“PARTIES”

1. Marina Bay is without knowledge or sufficient information to form a belief as to the truth of the allegations in Paragraph 1.²

2. Marina Bay admits the allegations in Paragraph 2.

3. Marina Bay admits the allegations in Paragraph 3, upon information and belief.

4. Marina Bay is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 4.

5. With respect to Paragraph 5, Marina Bay admits that Delaney Barrett was and, upon information and belief, remains employed by Bozzuto and that her responsibilities on its behalf involved leasing and management of the Property and interfacing with prospective and current tenants. Marina Bay is without knowledge or information, sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6 and, on that basis, denies all such allegations.

6. Marina Bay admits the allegations in Paragraph 6.

7. Marina Bay admits the allegations in Paragraph 7.

8. With respect to Paragraph 8, Marina Bay admits that Hines Interests Limited Partnership is a privately held company that operates in the United States and in other countries and was involved in the development of the Property. Marina Bay is without knowledge or information, sufficient to form a belief as to the truth of the remaining allegations of Paragraph 8 and on that basis denies all such allegations.

¹ Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Fourth Amended Complaint.

² All references to “Paragraphs” in this Answer refer to the paragraphs in the Fourth Amended Complaint.

9. The allegations in Paragraph 9 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations

“JURISDICTION AND VENUE”

10. The allegations in Paragraph 10 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

11. The allegations in Paragraph 11 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

12. The allegations in Paragraph 12 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

13. The allegations in Paragraph 13 constitute legal conclusions and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

“FACTUAL ALLEGATIONS”

14. Marina Bay admits the allegations in Paragraph 14.

15. Marina Bay admits the allegations in Paragraph 15.

16. Marina Bay admits the allegations in Paragraph 16.

17. With respect to Paragraph 17, Marina Bay admits that the units at the Property have been marketed and leased to prospective and existing tenants. Because the remaining allegations in Paragraph 17 conflate the roles of Marina Bay and Bozzuto, and it is impracticable to attempt to distinguish them, Marina Bay denies the remaining allegations in Paragraph 17.

18. With respect to Paragraph 18, Marina Bay admits that water intrusion in various areas of the Property was discovered, generally near the roof edge, air water barriers, flashing, and related wall cladding, and denies the remaining allegations in Paragraph 18.

19. Marina Bay denies the allegations in Paragraph 19 and states that it became aware of some water intrusion in the winter of 2018, and its understanding of the scope of the issue

developed over time. Marina Bay further states that the water intrusion and widespread leaks have caused extensive structural damage to portions of the Property and to certain apartment units. The remaining allegations in Paragraph 19 purport to characterize this action, constitute legal conclusions, or both and thus require no response. If or to the extent that a response is required, Marina Bay denies the remaining allegations in Paragraph 19.

20. With respect to Paragraph 20, Marina Bay admits that it investigated the cause of the leaks and determined that the leaks and related water intrusion result from construction and design defects, and otherwise denies the remaining allegations therein.

21. Marina Bay admits the allegations in Paragraph 21.

22. Marina Bay admits the allegations in Paragraph 22.

23. Marina Bay admits the allegations in Paragraph 23.

24. Marina Bay admits the allegations in Paragraph 24.

25. With respect to Paragraph 25, Marina Bay admits that during the course of building envelope repair in the fall of 2020, microbial growth in certain areas of the Property caused by the water intrusion resulting from construction and design defects was discovered, and that such microbial growth affected materials comprising the building envelope of the Property. Because the remaining allegations in Paragraph 25 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt to distinguish them, Marina Bay denies the remaining allegations in Paragraph 25.

26. With respect to Paragraph 26, Marina Bay admits that its investigation of the water intrusion issues at the Property came to include independent air sampling, thermal imaging, and moisture readings, and that these investigative measures and others revealed that microbial growth had in fact developed in the areas where work to repair the construction and design defects already

was underway, and otherwise denies the remaining allegations therein.

27. With respect to the allegations in Paragraph 27, Marina Bay admits that it subsequently was required to undertake urgent additional repair and remediation work in order to avoid any potential health hazards for residents presented by such microbial growth, and otherwise denies the remaining allegations therein.

28. With respect to the allegations in Paragraph 28, Marina Bay admits that, in or around May 2021, during the performance of repairs to the building envelope at the 27-unit stack of the South Building, it uncovered previously unknown damage to the exterior wall structure to which the balcony is attached, and otherwise denies the remaining allegations therein.

29. Marina Bay admits the allegations in Paragraph 29.

30. With respect to the allegations in Paragraph 30, Marina Bay admits that its subsequent investigation of the structural condition of the balconies uncovered additional previously unknown structural deficiencies, including incomplete fastening at the top and bottom of wood balcony support posts, and otherwise denies the remaining allegations therein.

31. Marina Bay admits the allegations in Paragraph 31.

32. With respect to Paragraph 32, Marina Bay admits that it engaged design professionals and a contractor to carry out remediation and repairs of the Property involving all exterior facades and replacement of irreparably damaged structural components, that such work was carried out in phases, and that it engaged other consultants to address the substantially more limited water damage to unit interiors and, on those occasions when necessary, microbial growth. Marina Bay otherwise denies the remaining allegations in Paragraph 32.

33. With respect to Paragraph 33, Marina Bay admits that the exterior repair and remediation project began in or around November 2022 and was completed in 2024. Marina Bay

otherwise denies the remaining allegations in Paragraph 33.

34. With respect to the allegations in Paragraph 34, Marina Bay denies that the photograph therein is an “exemplar.” Marina Bay further states that because the allegations in Paragraph 34 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 34 and on that basis denies all such allegations.

35. With respect to the allegations in Paragraph 35, Marina Bay denies that the photograph therein is an “exemplar.” Marina Bay further states that because the allegations in Paragraph 35 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 35 and on that basis denies all such allegations.

36. With respect to the allegations in Paragraph 36, Marina Bay denies that the photograph therein is an “exemplar.” Marina Bay further states that because the allegations in Paragraph 36 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 36 and on that basis denies all such allegations.

37. With respect to the allegations in Paragraph 37, Marina Bay denies that the photograph therein is an “exemplar.” Marina Bay further states that because the allegations in Paragraph 37 fail to identify the unit at the Property that the image therein purports to depict (the conditions of which unit have now been repaired and remedied), Marina Bay lacks knowledge or

information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 37 and on that basis denies all such allegations.

38. With respect to Paragraph 38, Marina Bay admits that it has engaged appropriately trained and experienced consultants to conduct air tests and other inspections and observations of certain units in the Property; that such tests, inspections, and observations have indicated elevated moisture readings and/or elevated levels of microbial growth relative to outdoor air samples in a small minority of the Property's 352 units and states that any such conditions were quickly remediated. Marina Bay otherwise denies the remaining allegations in Paragraph 38.

39. With respect to Paragraph 39, Marina Bay admits that a handful of violation notices have been received from the municipal health inspector for the City of Quincy, Massachusetts during the time period relevant to the Complaint, which notices have related to different issues, including smoke alarms. Marina Bay otherwise denies the remaining allegations in Paragraph 39.

40. With respect to Paragraph 40, Marina Bay admits that the photograph reflects some of the work that was performed in one area of the Property in connection with the Property's repair and remediation project, which involved (among other things) replacing the cladding of the building envelope. Marina Bay otherwise denies the remaining allegations in Paragraph 40.

41. Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41 and on that basis denies all such allegations.

42. The allegations in Paragraph 42 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations and notes that Marina Bay coordinated with its work crews to restrict and limit work hours and thereby limit the impact on residents, and made alternative workspaces available to residents who work from home during work hours.

43. With respect to Paragraph 43, Marina Bay admits that from time to time, the remediation and repair project for the Property temporarily limited certain tenants' access to their balconies, in exchange for which affected tenants received rent concessions. The remaining allegations in Paragraph 43 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

44. With respect to Paragraph 44, Marina Bay admits that the remediation and repair project for the Property has temporarily limited certain tenants' access to certain common areas, in exchange for which affected tenants have received rent concessions but specifically states that the fitness center was only closed for a period of two days. The remaining allegations in Paragraph 44 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

45. With respect to Paragraph 45, Marina Bay admits that every day since its inception the work involved in the repair and remediation project impacted every one of the units in the Property and the tenants in those units in various ways to different degrees, but not all units or all tenants were impacted for the duration of the project. Marina Bay otherwise denies the allegations in Paragraph 45.

46. The allegations in Paragraph 46 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

47. With respect to Paragraph 47, Marina Bay admits that a limited number of tenants have complained about issues related to water intrusion at the Property. The remaining allegations in Paragraph 47 purport to characterize this action, constitute legal conclusions, or both and thus

require no response. To the extent further response is required, Marina Bay denies such allegations

48. Marina Bay denies the allegations in Paragraph 48.

49. Marina Bay denies the allegations in Paragraph 49.

50. Marina Bay denies the allegations in Paragraph 50.

51. Marina Bay denies the allegations in Paragraph 51.

52. With respect to Paragraph 52, Marina Bay denies that it has rejected requests by tenants for rent reductions and/or requests to terminate their leases due to the repair and remediation work at the Property. The remaining allegations in Paragraph 52 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

53. Marina Bay denies the allegations in Paragraph 53.

54. With respect to Paragraph 54, Marina Bay denies that only after the filing of Plaintiff's original complaint and service of the c. 93A demand letters did Marina Bay offer some residents "minimal rent 'concessions.'" The remaining allegations in Paragraph 54 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

55. Marina Bay denies the allegations in Paragraph 55.

56. With respect to the allegations in Paragraph 56, Marina Bay admits that Unit S338 was occupied by Plaintiff but clarifies that although the effective date of Plaintiff's last lease before she chose to move out of the building was February 2023, Plaintiff's original lease was effective February 15, 2020. The remaining allegations in Paragraph 56 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

57. With respect to Paragraph 57, Marina Bay admits that the standard lease for units at the Property obligates the landlord thereunder to comply with applicable federal, state and local health and safety laws. The remaining allegations in Paragraph 57 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

58. Marina Bay admits the allegations in Paragraph 58.

59. Marina Bay admits the allegations in Paragraph 59.

60. The allegations in Paragraph 60 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

61. The allegations in Paragraph 61 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

62. The allegations in Paragraph 62 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

63. Marina Bay denies the factual allegations in Paragraph 63. The remaining allegations in Paragraph 63 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

64. The allegations in Paragraph 64 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

65. Marina Bay lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 65 about if or when Plaintiff or any members of the putative class came to have any knowledge alleged in this paragraph, and otherwise denies the allegations in Paragraph 65.

66. The allegations in Paragraph 66 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

67. The allegations in Paragraph 67 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

68. The allegations in Paragraph 68 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

69. The allegations in Paragraph 69 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

70. With respect to the allegations in Paragraph 70, Marina Bay admits that Plaintiff purports to bring this class action on behalf of herself and all other similarly situated persons who were residents at the Property from November 2022 until December 2024 but denies that class treatment of Plaintiff's claims is necessary or appropriate, and denies that Plaintiff is an adequate representative of any putative plaintiff class.

71. The allegations in Paragraph 71 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required,

Marina Bay denies such allegations.

72. The allegations in Paragraph 72 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

73. The allegations in Paragraph 73 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

74. The allegations in Paragraph 74 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

75. The allegations in Paragraph 75 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

76. The allegations in Paragraph 76 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

77. The allegations in Paragraph 77 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

78. The allegations in Paragraph 78 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

**“COUNT 1
BREACH OF CONTRACT
DEFENDANTS MBR and BMC”**

79. With respect to Paragraph 79, Marina Bay incorporates by reference its answers to the allegations set forth above.

80. With respect to Paragraph 80, Marina Bay admits that Plaintiff purports to bring this action as a class action and attempts to define a putative class. Marina Bay denies the remaining allegations in Paragraph 80.

81. The allegations in Paragraph 81 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

82. Marina Bay denies the allegations in Paragraph 82.

83. Marina Bay denies the allegations in Paragraph 83.

84. Marina Bay denies the allegations in Paragraph 84.

85. The allegations in Paragraph 85 and the request for relief in Count I purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

**“COUNT II
BREACH OF WARRANTY OF HABITABILITY
DEFENDANTS MBR AND BMC”**

86. With respect to Paragraph 86, Marina Bay incorporates by reference its answers to the allegations set forth above.

87. The allegations in Paragraph 87 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

88. Marina Bay denies the allegations in Paragraph 88.

89. Marina Bay denies the allegations in Paragraph 89.

90. Marina Bay denies the allegations in Paragraph 90.

91. The allegations in Paragraph 91 and the request for relief in Count II purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

**“COUNT III
VIOLATION OF M.G.L. C. 186, & 14
DEFENDANTS MBR AND BMC”**

92. With respect to Paragraph 92, Marina Bay incorporates by reference its answers to the allegations set forth above.

93. Marina Bay denies the allegations in Paragraph 93.

94. Marina Bay denies the allegations in Paragraph 94.

95. The allegations in Paragraph 95 and the request for relief in Count III purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

**“COUNT IV
NEGLIGENT MISREPRESENTATIONS
DEFENDANTS MBR, BMC, and DELANY BARRETT”**

96. With respect to Paragraph 96, Marina Bay incorporates by reference its answers to the allegations set forth above.

97. Marina Bay denies the allegations in Paragraph 97.

98. Marina Bay denies the allegations in Paragraph 98.

99. Marina Bay is without knowledge or information, sufficient to form a belief as to the truth of the allegations of Paragraph 99.

100. With respect to the allegations in Paragraph 100, Marina Bay admits that Plaintiff's balcony was closed in May 2023, shortly before Plaintiff chose to move out of the Property. . The

remaining allegations in Paragraph 100 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

101. The allegations in Paragraph 101 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

102. Marina Bay denies the allegations in Paragraph 102.

103. Marina Bay denies the allegations in Paragraph 103.

104. The allegations in Paragraph 104 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

105. The allegations in Paragraph 105 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

106. The allegations in Paragraph 106 and the request for relief in Count IV purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

**“COUNT V
INTENTIONAL/FRAUDULENT MISREPRESENTATION
DEFENDANTS MBR, BMC, and BARRETT”**

107. With respect to Paragraph 107, Marina Bay incorporates by reference its answers to the allegations set forth above.

108. Marina Bay denies the allegations in Paragraph 108.

109. Marina Bay denies the allegations in Paragraph 109.

110. The allegations in Paragraph 110 purport to characterize Plaintiff's state of mind

and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

111. With respect to the allegations in Paragraph 111, Marina Bay admits that Plaintiff's balcony was closed in May 2023, shortly before Plaintiff chose to move out of the Property. The remaining allegations in Paragraph 111 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

112. The allegations in Paragraph 112 purport to characterize Plaintiff's state of mind and thus requires no response. To the extent further response is required, Marina Bay denies such allegations.

113. Marina Bay denies the allegations in Paragraph 113.

114. Marina Bay denies the allegations in Paragraph 114.

115. Marina Bay denies the allegations in Paragraph 115.

116. The allegations in Paragraph 116 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

117. Marina Bay denies the allegations in Paragraph 117.

118. Marina Bay denies the allegations in Paragraph 118.

119. The allegations in Paragraph 119 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

120. The allegations in Paragraph 120 and the request for relief in Count V purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the

extent further response is required, Marina Bay denies such allegations.

**“COUNT VI
NUISANCE
DEFENDANTS MBR and BMC”**

121. With respect to Paragraph 121, Marina Bay incorporates by reference its answers to the allegations set forth above.

122. Marina Bay denies the allegations in Paragraph 122.

123. The allegations in Paragraph 123 and the request for relief in Count VI purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

**“COUNT VII
TENANT REPRISAL/RETALIATION- G.L. c. 186, § 18
DEFENDANTS MBR and BMC”**

124. With respect to Paragraph 124, Marina Bay incorporates by reference its answers to the allegations set forth above.

125. With respect to Paragraph 125, Marina Bay admits that, on or about May 5, 2023, a former Plaintiff on behalf of himself and the putative class notified Marina Bay that he is seeking legal redress against Marina Bay, Bozzuto, and Ms. Barrett. The remaining allegations of Paragraph 125 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

126. Marina Bay denies the allegations in Paragraph 126.

127. The allegations of Paragraph 127 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

128. The allegations in Paragraph 128 and the request for relief in Count VII purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the

extent further response is required, Marina Bay denies such allegations.

**“COUNT VIII
M.G.L. c. 93A VIOLATIONS
DEFENDANTS MBR and BMC”**

129. With respect to Paragraph 129, Marina Bay incorporates by reference its answers to the allegations set forth above.

130. With respect to the allegations in Paragraph 130, Marina Bay admits that it is the owner of the Property and that management of certain operations for the Property is provided by Bozzuto, for which Ms. Barrett is an employee. Because the remaining allegations in Paragraph 130 conflate the roles of Marina Bay, Bozzuto, and Ms. Barrett in connection with the Property and it is impracticable to attempt to distinguish them, Marina Bay denies the remaining allegations in Paragraph 130.

131. The allegations of Paragraph 131 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

132. The allegations of Paragraph 132 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

133. The allegations of Paragraph 133 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

134. The allegations in Paragraph 134 purport to characterize this action, constitute legal conclusions, or both and thus require no response. To the extent further response is required, Marina Bay denies such allegations.

135. Marina Bay denies the allegations in Paragraph 135.

“PRAYERS FOR RELIEF”

Plaintiff’s prayers for relief do not require a response; but insofar as a response is deemed necessary, Marina Bay denies that Plaintiff or the putative class are entitled to any of the relief sought under any of the claims asserted in the Complaint or any relief whatsoever.

“JURY DEMAND”

Plaintiff’s demand for a trial by jury does not require a response.

C. ADDITIONAL DEFENSES

136. Plaintiff and/or the putative class lack standing to assert these claims.

137. Plaintiff and/or the putative class fail to state a claim upon which relief may be granted.

138. Plaintiff’s and/or the putative class’s non-contractual claims are barred, in whole or in part, by the economic loss rule.

139. Plaintiff’s and/or the putative class’s fraud claims are barred in whole or in part because they fail to allege fraud with sufficient particularity as required under Rule 9(b) of the Massachusetts Rules of Civil Procedure, which requires that averments of fraud must be stated with particularity.

140. Plaintiff’s and/or the putative class’s claims for fraud and/or negligent misrepresentation are barred because Plaintiff and/or the putative class members did not justifiably rely to their detriment on any alleged misrepresentations by any or all of Marina Bay, Bozzuto, and/or Ms. Barrett.

141. Plaintiff’s and/or the putative class’s claims for fraud and/or negligent misrepresentation are barred because Plaintiff and/or the putative class members did not justifiably rely to their detriment on any alleged material omissions by any or all of Marina Bay, Bozzuto, and/or Ms. Barrett of information that any or all of them had a duty to disclose.

142. Plaintiff and/or the putative class are not legally entitled to recover attorneys' fees for some or all of their claims in the Complaint.

143. Plaintiff's and or the putative class's claims should be estopped or otherwise denied because relief would encroach on regulatory and administrative matters and invade the province of the relevant administrative agencies.

144. Plaintiff and/or the putative class did not suffer any injuries or damages.

145. Plaintiff's and/or the putative class's claims are barred or limited by offsets, credits, or unjust enrichment for the benefits any or all of them have received as a result of rent concessions or other consideration furnished by or on behalf of Marina Bay.

146. Plaintiff's and/or the putative class's claims are not appropriate or suitable for class treatment, and they fail to meet the requirements under the Massachusetts Rules of Civil Procedure or other law.

147. To the extent any harm was suffered by Plaintiff and/or members of the putative class in connection with their claims, such harm was caused by the acts of third parties for which Marina Bay cannot be held liable.

148. Plaintiff's and/or the putative class's claims are barred or limited by the doctrines of waiver, laches, acquiescence, estoppel, consent, and/or ratification because, among other things, Plaintiff and/or the members of the putative class agreed or otherwise knowingly and willingly consented to the conditions of the premises on which the Complaint is based.

149. The claims of Plaintiff and/or the putative class are barred or limited by the doctrines of accord and satisfaction, settlement, release, and unclean hands.

150. Plaintiff's and/or the putative class's claims are barred or limited by their failure to reasonably mitigate damages.

151. Marina Bay specifically reserves the right to raise additional defenses as they may become known through the course of further investigation and discovery.

152. By the foregoing additional defenses, affirmative defenses, and/or limitations on recovery, Marina Bay does not assume the burden of proving or disproving any fact, issue, or element of a cause of action where such burden properly belongs to Plaintiff and/or the putative class or any other party, nor does Marina Bay admit of any allegations of Plaintiff and/or the putative class or any other party subsequently joined in this action.

Respectfully submitted,

MARINA BAY RESIDENCES, LLC,

By its attorneys,

/s/ Daniel P. Dain

Daniel P. Dain, BBO# 632411

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- and -

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Dated: April 17, 2026

CERTIFICATE OF SERVICE

I, Daniel P. Dain, certify that on this 17th day of April 2026, I caused a true and accurate copy of the foregoing document upon all counsel of record by electronic mail:

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/s/ Daniel P. Dain

Daniel P. Dain