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COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
Civil Action No. 23CV00389

BETH MATERNA and all others similarly situated,

Plaintiff,

vs.

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

Defendants.

FOURTH AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

INTRODUCTION

Plaintiff brings this putative class action on behalf of herself and all other similarly situated current and former residents and tenants of "Meriel Marina Bay," a 352 unit luxury apartment development in the Marina Bay section of Quincy, Massachusetts (hereinafter "the Property"). Defendants Marina Bay Residences, LLC and Bozzuto Management Co. collectively own, manage, operate, and lease the apartments at the Property.

Plaintiff and the putative class seek monetary damages and injunctive relief related to the **"serious repeated water intrusions"**[1] and **"widespread leaks"** that have plagued the apartment buildings since they opened in 2018. Since that time, Defendants have had actual knowledge that

[1] All quotations, **bolded** herein, are *verbatim* party admissions made by defendant Marina Bay Residences LLC in court pleadings filed in Marina Bay Residences LLC v. Callahan, Inc. and Cube 3 Studio, LLC, C.A. No. 2182CV01044 (Norfolk County Superior Court) (asserting construction defect claims against the builder and architect of the Property).

exterior water was penetrating into the building envelopes and causing structural damage, microbial mold growth, and unlawful conditions for the tenants.

The Property owner – Defendant Marina Bay Residences, LLC – investigated the cause of the leaks and determined that the builder and architect had performed **"defective and/or deficient work"**. After some limited repair efforts, the original builder abandoned the project due to **"the enormous scope of the problem"** with the **"widespread leaks."** Said defendant took over the repair and remediation efforts (through new contractors) which continued for two-plus years. The repair and remediation work required an **"extensive"** construction project to re-clad the entirety of the Property, with removal and replacement of all exterior façades and **"irreparably damaged"** structural components. The repair and remediation project began in or around November 2022 and reached substantial completion at the end of 2024.

This two-plus year repair project turned the Property into a major construction site which was extremely disruptive to the residents. Defendant Marina Bay Residences LLC has acknowledged that **"*every day* of [its] repair and remediation work impacts *every one* of its valuable tenants in the 352 residential units on the Property"** (emphasis added).

To make matters worse, Defendants failed to disclose to prospective tenants prior to signing their leases, or to existing tenants prior to signing lease renewals, (1) the true nature and extent of the **"widespread leaks and related damage"** and/or (2) the true nature and extent of the pre-planned construction project.

Plaintiff and the putative class therefore seek damages for the unlawful practices and conditions complained of herein arising out of Defendants' (a) breach of lease contract; (b) breach of the implied warranty of habitability under 105 CMR 410.000 et seq.; (c) breach of the covenant of quiet enjoyment under M.G.L. c. 186, § 14; (d) negligent misrepresentation; (e) intentional misrepresentation and deceit;

(f) nuisance; and (g) violation of the anti-retaliation statute under M.G.L c. 186, § 18. This action does not assert or seek damages for any personal injury claims arising out of the conditions at the Property or Defendants' remediation efforts.

Plaintiff and the putative class further seek multiple damages and attorney's fees for deceptive and unfair practices under G.L. c. 93A, §9(2) in connection therewith.

Defendants have treated and continue to treat numerous similarly situated individuals in the unlawful manners described herein.

PARTIES

1. Plaintiff Beth Materna presently resides at 31 Seaway Road in Squantum, Norfolk County, Massachusetts.
2. Defendant Marina Bay Residences, LLC ("MBR") is a foreign limited liability corporation with a principal office at 2800 Post Oak Boulevard, Suite 4800 in Houston, Texas and with a registered agent in the Commonwealth located at CT Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts. At relevant times MBR has been the owner of the Property.
3. Defendant Bozzuto Management Company ("BMC") is a foreign corporation with a principal office at 6406 Ivy Lane, Suite 700 in Greenbelt, Maryland and with a registered agent in the Commonwealth located at CT Corporation System, 155 Federal Street, Suite 700, Boston, Massachusetts. At relevant times BMC has been the Property manager and in said capacity has exercised possession and control of the Property, including but not limited to reviewing and evaluating lease applications, billing tenants for rent and other charges and accepting rent and other payments from tenants, addressing tenant complaints, evaluating and addressing tenant concerns, supervising maintenance personnel, and hiring and supervising outside vendors.

4. Defendant Delaney Barrett ("Barrett") is an individual residing at 11 Linden Street, South Boston, Massachusetts.

5. Defendant Delaney Barrett was and is employed as BMC's general manager in charge of leasing and management of the Property and also responsible for interfacing with prospective and current tenants on issues related thereto.

6. The Property is located on a 5.8-acre waterfront parcel with two five story apartment buildings known as the "North" and "South" buildings.

7. The Property contains 352 market-rate apartments, exterior balconies, interior and exterior common areas and tenant amenities including a fitness center, 20,000 square feet of retail space, and more than 530 parking spaces.

8. The Property was developed by Hines Interests Limited Partnership, a privately held company that invests in and develops real estate around the world, with approximately 1,450 properties comprising over 485 million square feet. Hines currently manages 622 properties comprising 256 million square feet and has approximately $90 billion in assets under management including the Property.

9. At all times relevant hereto, Plaintiff and members of the putative class are or were lawful tenants, residents, or occupants of the Property.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over Defendants in accordance with the Due Process clause of the Constitution of the United States of America and the Massachusetts Long-Arm Statute, General Laws Chapter 223A, Section 3, based on their purposeful, systemic, and substantial transactions and solicitation of business in Massachusetts and by virtue of their ownership, operation, and/or management of the Property and their voluminous business transactions, marketing, advertising, and leasing activities within Massachusetts, and in Norfolk County, at all times relevant hereto.

11. This Court has jurisdiction over the claims contained herein as the damages threshold satisfies the jurisdictional limit of this court.

12. Venue is proper in this court because the events giving rise to this action occurred primarily in Quincy, Norfolk County, Massachusetts and because Defendants have substantial business contacts, including the ownership, operation, and/or management of the Property, located in Norfolk County, such that the maintenance of this action in this forum will not offend traditional notions of fair play and substantial justice.

13. Defendants MBR and BMC have sufficient minimum contacts with Massachusetts and furthermore purposefully availed themselves of this jurisdiction on prior occasions with respect to their substantial business activities related to the Property in Quincy, Norfolk County, Massachusetts.

FACTUAL ALLEGATIONS

14. Between December 2014 and July 2015, MBR arranged for and contracted with an architect and a construction contractor to design and build the Property.

15. On or about July 22, 2015, the construction work commenced.

16. On or about April 23, 2018, the construction work reached substantial completion.

17. Beginning in or around that time, MBR as Property owner/landlord and BMC, as the Property's *de facto* landlord, marketed and leased apartments to prospective and existing tenants.

18. **"In the winter of 2018, [Defendants] discovered water intrusion in various areas of [the buildings]" and "building envelope", "generally near the roof edge, air water barriers, flashing, and related wall cladding."**

19. Since that time and continuing to the present, Defendants have had actual knowledge of **"serious repeated water intrusions"** and **"widespread leaks"** into the apartment buildings causing

extensive structural damage, elevated moisture levels, microbial mold growth, and unlawful conditions for the tenants.

20. Defendants investigated the cause of the leaks and determined that the builder and architect had performed **"defective and/or deficient work."**

21. **"[I]n the spring of 2019, interior leaks were discovered at numerous locations in both the North and South buildings" and "[m]any of the leaks were located above the windows in various units."**

22. **"Water was also discovered at electrical boxes through conduits in the cavity wal.l"**

23. Subsequent inspection **"revealed poorly adhered flashing material, soft or deteriorated OSB, cracking of the air water barrier and other evidence of potentially wide-spread water intrusion."**

24. After some limited repair efforts, the original builder abandoned the project due to **"the enormous scope of the problem" with the "widespread leaks."**

25. In the fall of 2020, if not earlier, Defendants **"discovered microbial growth which, upon information and belief, was caused by the water intrusion."**

26. Defendants arranged for **"independent air sampling, thermal imaging, and moisture readings"** which **"revealed that microbial mold growth had in fact developed in the areas where repair work was already underway."**

27. At that time, Defendants recognized the **"urgent" need for "additional repair and remediation work in order to avoid any potential health hazards for the residents presented by such microbial growth."**

28. **"In or around May 2021, during the performance of repairs to the building envelope at the 27-unit stack of the South Building, [Defendants] uncovered previously unknown damage to the exterior wall structure to which the balcony is attached."**

29. **"Specifically, it appeared that the framing members at the affected units had been impacted by repeated and prolonged exposure to the water, compromising the connection at the steel balcony supports."**

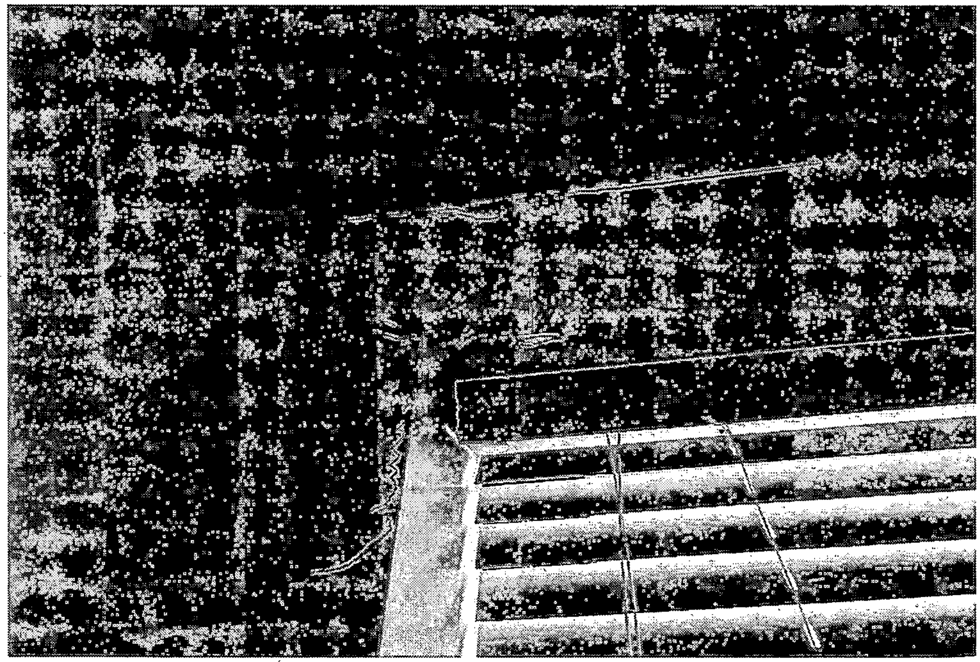
30. Further investigation revealed additional **"structural deficiencies."**

31. On November 18, 2021, MBR filed a civil action against the original contractor and architect alleging *inter alia* negligent construction and design that caused water intrusion, microbial mold growth, and structural damage. See Marina Bay Residences LLC v. Callahan, Inc. and Cube 3 Studio, LLC, C.A. No. 2182CV01044 (Norfolk County Superior Court).

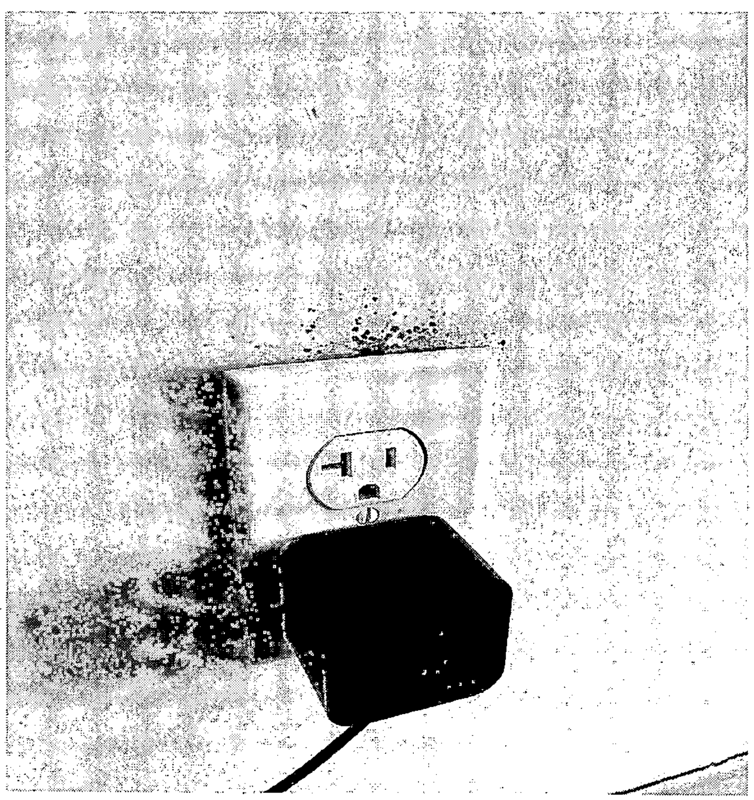
32. MBR thereafter engaged a new team of engineers, designers, architects, and contractors to design, permit, engineer, and ultimately begin an **"extensive"** Property-wide construction project involving removal and replacement of all exterior façades, **"irreparably damaged"** structural components, and interior water damage and mold remediation.

33. The repair and remediation project began at the South building in or around November 2022 then shifted to the North building toward the end of 2023 and lasted another year until late 2024.

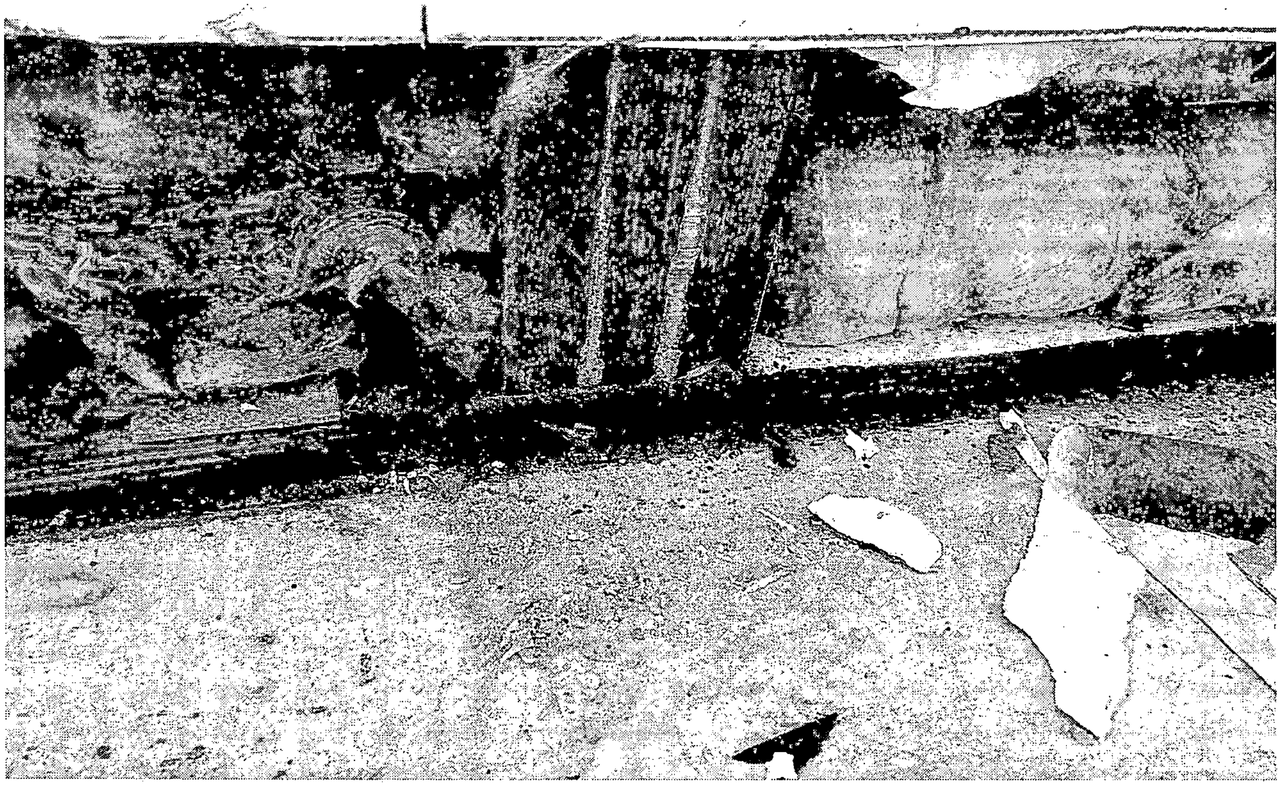
34. The following exemplar photograph depicts water intrusion damage in one of the apartments:



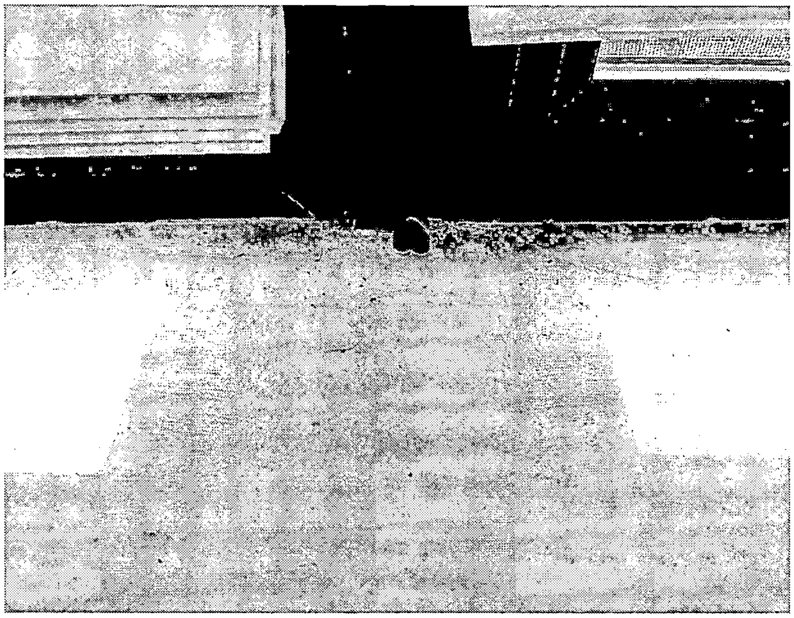
35. The following exemplar photograph depicts confirmed microbial mold growth in one of the apartments:



36. The following exemplar photograph depicts interior water damage and remediation work in one of the apartments:



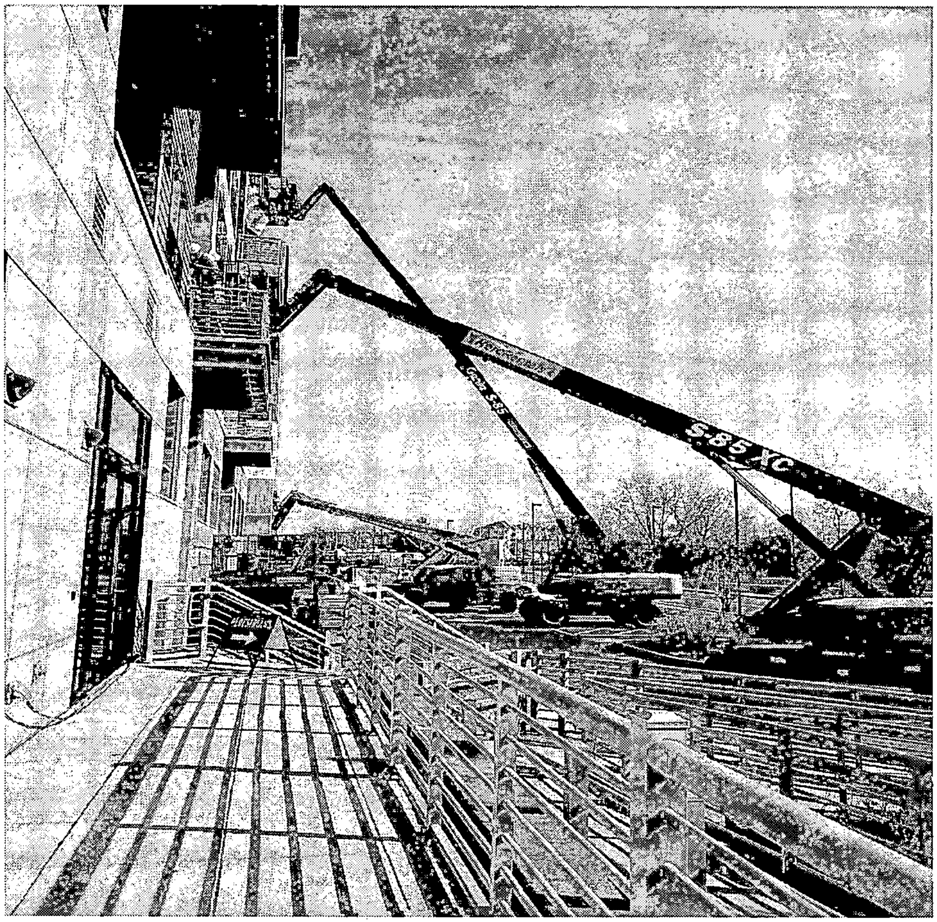
37. The following exemplar photograph depicts a mushroom that grew on a windowsill in one of the apartments:



38. Independent testing of various apartments, conducted by both Defendants and the residents, revealed elevated moisture readings and elevated levels of microbial mold growth on surfaces, in the air, and in the HVAC ducts.

39. The Quincy Board of Health inspected one of the South building units at the Property and found violations of the State Sanitary Code's Minimum Standards of Fitness for Human Habitation related to "chronic moisture" and "potential mold" along with wall "cracks" related to water damage.

40. The following exemplar photograph depicts the scope of the exterior repair and remediation project which involves teams of workers on lifts stripping the entire façade of the building and repairing and replacing water damaged structural elements:



41. The following exemplar audio-visual files depict the typical disruptive noise from the repair project as recorded from inside a South building apartment:

Exemplar1.mp4 Exemplar2.mp4

42. The repair and remediation project turned the Property into a major construction site which was extremely disruptive to the residential tenants.

43. During the duration of the work, many residents were unable to access their private balconies which is an enhanced feature of the Property and was a material reason why tenants signed their leases.

44. In addition, large interior and exterior common areas were closed off for repair and remediation construction including common area balconies, courtyards, and the fitness center – access to which were material reasons that prospective and existing tenants, respectively, entered into and renewed their leases.

45. MBR explicitly acknowledged that ***"every day* of [the] repair and remediation work impacts *every one* of its valuable tenants in the 352 residential units on the Property."** (emphasis added)

46. Despite their knowledge of the foregoing problems with water intrusion, water damage, microbial mold growth, and the need for a massive pre-planned repair and remediation project, Defendants and in particular Barrett marketed and leased, and continued to market and lease, the Property's luxury apartments to prospective and current tenants *without disclosing* same.

47. For years now, Barrett and her team received numerous tenant complaints about water intrusion, elevated moisture, mold growth, health concerns, and eventually the construction disturbance once the work began.

48. Barrett responded to these complaints by denying, dismissing, downplaying, and misleading residents about the true nature and extent of the problems at the Property in order to deceive them into believing the problems and disruptions were not as serious and extensive as they were.

49. Barrett on multiple occasions misrepresented to residents the scope and duration of the pre-planned repair and remediation project.

50. Barrett adopted the same untruthful and misleading approach to prospective tenants who ultimately signed leases; in several instances she was directly and specifically asked about water and mold issues, and she denied that there were any when in fact she had direct knowledge of same.

51. Defendants and in particular Barrett continued to market and lease the Property's luxury apartments *without disclosing* same to prospective tenants who ultimately entered into leases only to later learn

about the scope of the problems and the need for a large-scale repair and remediation construction project that has in fact caused widespread disruption and dislocation to the tenants' use, habitability, and quiet enjoyment of their apartments and common areas.

52. To make matters worse, Defendants denied requests by tenants for rent reductions and/ requests to void their leases due to health, safety, and quiet enjoyment concerns, insisting that they pay an early termination penalty in order to do so.

53. As the tenant complaints and concerns piled up, Defendants and in particular Barrett maintained an opaque, deceptive, and often outright hostile posture to the residents by denying and/or downplaying the extent of the problems and the scope and duration of the repair and remediation project.

54. Only after the filing of the original complaint in this case, and service of the c. 93A demand letters, have Defendants softened their posture and offered some residents minimal rent "concessions".

55. Defendants continued to knowingly deny and/or fail to disclose to prospective tenants (who ultimately signed leases and moved in) that there were problems with water or mold growth, or that a nearly two-year disruptive repair project was on the horizon.

56. Plaintiff Beth Materna was a lawful resident and tenant at the Property pursuant to a lease at 550 Victory Road #S338 beginning on or about February, 2023.

57. The terms and conditions of the Property lease explicitly state that the lessor/landlord was responsible for complying with "federal, state, and local law" for health and safety, which includes the State Sanitary Code, 105 CMR 410.00 *et seq.* and M.G.L. c. 186, § 14.

58. Plaintiff and the members of the putative class experienced problems with water intrusion, water damage, elevated moisture, mold growth, and/or highly disruptive construction repair and remediation disturbances throughout the interior and exterior of the Property.

59. Defendants and in particular Barrett failed to disclose to Plaintiff at the inception of her tenancy, or at the times of renewal, material facts related to the existence, nature, and extent of the water intrusion, water damage, mold growth in the buildings, and/or the nature and extent of the pre-planned highly disruptive construction repair and remediation project for the interior and exterior of the Property – all of which was known to the Defendants.

60. The foregoing acts and omissions by Defendants constitute (a) breach of the apartment lease contract; (b) breach of the implied warranty of habitability under 105 CMR 410.000 et seq.; (c) breach of the covenant of quiet enjoyment under M.G.L. c. 186, § 14; (d) negligent misrepresentation; (e) intentional misrepresentation and deceit; and/or (f) nuisance.

61. The foregoing acts and omissions by MBR and BMC also constitute violations of G.L. c. 93A.

62. Plaintiff and the putative class have complied with the necessary prerequisites for serving notice of the c. 93A claims by letters to MBR and BMC dated May 5, 2023 and supplemented by letter dated May 26, 2023.

63. Soon after receipt of the May 5, 2023 c. 93A letter, Defendants undertook unlawful reprisals and retaliation against the tenants by unilaterally locking/blocking all North building tenants from accessing their private balconies, with minimal if any notice and even though the repair project had not reached the North building and was not scheduled to begin there for many months.

64. Since these retaliatory actions occurred within six months of notice that the tenants were seeking legal redress for the conditions on the Property, they are presumptively retaliatory as a matter of law and violate G.L. c. 186, § 18, and constitute further evidence of MBR and BMC's unfair or deceptive acts or practices in violation of G.L. c. 93A.

65. Moreover, on or about May 25, 2023, Plaintiff and the putative class also learned that Defendants had been secretly recording telephone calls with residents regarding *inter alia* complaints related to the conditions at the Property.

66. Under Massachusetts law it is unlawful to record telephone communications without the consent of both parties, G.L. c. 272, § 99(C).

67. In addition to violating G.L. c. 272, § 99(C), these secret recordings also constitute further evidence of MBR and BMC's unfair or deceptive acts or practices in violation of G.L. c. 93A.

68. The foregoing wrongful acts and omissions by Defendants and their agents set forth above have been committed against Plaintiff and the putative class as lawful tenants, residents, and/or occupants of the Property.

69. The wrongful acts and omissions by Defendants and their agents set forth above have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages arising out of the forgoing conditions at the Property.

70. Plaintiff brings this class action on behalf of herself and all other similarly situated current and former residents of the Property.

71. The class shall be defined as: All persons who were occupants of apartments at the Property during the construction remediation project from approximately November 2022 until December 2024, excluding persons who as of the date of class certification have filed any individual claims (including claims severed from this case) and persons who as of said date have released Defendants from the claims asserted.

72. The putative class is so numerous that joinder of all members would be impracticable, as it likely exceeds 1,000 members given that there are 352 apartment units, most of which are multi-bedroom

and multi-occupant, and there has been some amount of occupancy turnover during the relevant time period.

73. Plaintiff's claims are typical of the claims of other members of the putative class, as all members of the class have been similarly affected by Defendants' wrongful acts and practices as described herein.

74. Plaintiff will fairly and adequately protect the interests of the class and is represented by counsel experienced in complex litigation and with the necessary resources to manage and prosecute this case.

75. Common questions of law and fact exist and predominate over any questions of law or fact which may affect only individual class members.

76. Common questions of law and fact include whether and when Defendants breached the lease contracts, breached the implied warranty of habitability, breached the covenant of quiet enjoyment, negligently misrepresented the Property, intentionally misrepresented the Property, committed nuisance, committed unlawful tenant reprisals, and/or violated G.L. c. 93A, and therein caused compensable damages to Plaintiff and the putative class and, if so, the proper measures of damages.

77. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because:

   (a) The financial harm suffered by individual class members is such that it would be economically unfeasible for them to individually litigate their claims;

   (b) The factual and legal issues common to all class members far outweigh any individual questions;

   (c) The prosecution of separate lawsuits by individual class members would entail the risk of inconsistent and conflicting adjudications;

   (d) Class members are identifiable through Defendants' business records; and

   (e) There will be no unusual or extraordinary management difficulties in administering this case as a class action.

78. A class action will foster economies of time, effort, and expense to ensure uniformity of decisions, presenting the most efficient manner of adjudicating the claims set forth herein.

COUNT I
BREACH OF CONTRACT
DEFENDANTS MBR and BMC

79. Plaintiff repeats and re-alleges the allegations set forth above.

80. Plaintiff and members of the putative class resided at the Property pursuant to written lease contracts.

81. The lease contracts required MBR and BMC to comply with "federal, state, and local law" for health and safety at the Property which included but was not limited to compliance with the State Sanitary Code, 105 CMR 410.00 *et seq.* and G.L. c. 186, §14 which required MBR and BMC to furnish and maintain the Property in a safe and habitable condition free from water intrusion, water damage, mold growth, and free from extended periods of large-scale intrusive and disruptive construction repair and remediation work.

82. MBR and BMC breached said lease contracts when they failed to furnish and maintain the leased apartments and common areas in a safe and habitable condition free from water intrusion and mold growth and free from extended periods of large-scale intrusive and disruptive construction repair and remediation work that interfered with their quiet enjoyment of the Property.

83. The fair rental value of class members' apartments was substantially less than represented in class members' lease contracts.

84. Plaintiff and the putative class members have performed their legal obligations under the lease contracts.

85. As a result of the foregoing, MBR and BMC have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against MBR and BMC jointly and severally for damages, reasonable attorneys' fees, costs, and interest.

COUNT II
BREACH OF WARRANTY OF HABITABILITY
DEFENDANTS MBR and BMC

86. Plaintiff repeats and re-alleges the allegations set forth above.
87. MBR and BMC provided Plaintiff and the putative class with an implied warranty that the Property would be fit for human habitation, which at a minimum required conformity with the State Sanitary Code, 105 CMR 410.000 *et seq.*
88. MBR and BMC breached the warranty of habitability by *inter alia* providing and maintaining apartments and common areas in the Property that were plagued by wide-spread continuous water leaks, water damage, and/or microbial mold growth in violation of the 105 CMR 410.420, 105 CMR 410.500, 105 CMR 410.530, and/or 105 CMR 750.
89. Said breaches were material and involved substantial and significant defects in the Property itself which rendered it in such condition that may endanger or materially impair the health or safety, and the well-being of any tenant therein or person occupying the Property.
90. Said breaches pertained to conditions vital to the use of the Property and related to the provision, maintenance, or repair of the physical facilities of the Property.
91. As a result of the foregoing, MBR and BMC have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against MBR and BMC jointly and severally for damages, reasonable attorneys' fees, costs, and interest.

COUNT III
VIOLATION OF M.G.L. C. 186, § 14
DEFENDANTS MBR and BMC

92. Plaintiff repeats and re-alleges the allegations set forth above.

93. MBR and BMC have directly or indirectly interfered with Plaintiff and the putative class members' quiet enjoyment of the Property by virtue of the long-standing and extensive water leaks, water damage, mold growth, and/or the intrusive and disruptive repair/remediation construction project.

94. MBR and BMC have substantially deprived Plaintiff and the putative class members of their use and enjoyment of the Property.

95. As a result of the foregoing, MBR and BMC have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against MBR and BMC jointly and severally for damages, reasonable attorneys' fees, costs, and interest.

COUNT IV
NEGLIGENT MISREPRESENTATION
DEFENDANTS MBR, BMC and DELANEY BARRETT

96. Plaintiff repeats and re-alleges the allegations set forth above.

97. In marketing the Property to Plaintiff and the putative class, as prospective tenants and as existing tenants renewing their leases, Defendants negligently made material misrepresentations and negligently failed to disclose material facts related to the known problems of extensive water leaks, water damage, mold growth, and/or the nature and extent of the pre-planned repair and remediation project that was expected to last almost two years and involved loud and intrusive disruption to the tenants.

98. Defendants' material misrepresentations and non-disclosures were knowingly false when made because Defendants, including Barrett, knew that as early as 2021 – based on planning documents

filed with the City of Quincy – that the building suffered from such widespread water damage to its structure that it needed and was about to undergo a multi-year project to remove, repair, and replace the *entire exterior façade of both buildings* thus necessitating the closure of the balconies and turning the premises into a loud and disruptive construction site.

99. Plaintiff reasonably relied on these misrepresentations when she signed her lease in February 2023.

100. Plaintiff's balcony remained closed for nearly a year in total during which time the entire building was turned into a large-scale disruptive construction project.

101. If Plaintiff had known the true scope of the water damage and the planned construction project at the time, she would not have agreed to the terms of the lease agreement.

102. Numerous other substantially similar examples of misrepresentations were made by Defendants and their agents to members of the putative class regarding the scope of the water damage and the nature and extent of the planned construction project.

103. Defendants knew or should have known that said conditions would likely affect and have in fact adversely affected the Property's habitability, the residents' health and safety, and their use and enjoyment of their apartments, common areas, and amenities.

104. Plaintiff and the putative class members justifiably and reasonably relied on Defendants' negligent misrepresentations and non-disclosures in entering into lease contracts.

105. Thereafter, said water leaks, water damage, mold growth, and/or the consequent repair/remediation project have in fact adversely affected the Property's habitability, the residents' health and safety, and/or their use and quiet enjoyment of their apartments, common areas, and amenities.

106. As a result of the foregoing, Defendants have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against Defendants jointly and severally for their damages, reasonable attorneys' fees, costs, and interest.

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

107. Plaintiff repeats and re-alleges the allegations set forth above.

108. In marketing the Property to Plaintiff and the putative class, as prospective tenants and as existing tenants renewing their leases, Defendants intentionally and fraudulently made false statements of material fact that the Property was a safe and habitable luxury development and failed to disclose the known problems of substantial water intrusion, water damage, mold growth, and/or the nature and extent of the pre-planned repair and remediation project that is expected to last almost two years and involve loud and intrusive disruption to the tenants.

109. Defendants' material misrepresentations and non-disclosures were knowingly and intentionally false when made because Defendants, including Barrett, knew that as early as 2021 – based on planning documents filed with the City of Quincy – that the building suffered from such widespread water damage to its structure that it needed and was about to undergo a multi-year project to remove, repair, and replace the *entire exterior façade of both buildings* thus necessitating the closure of the balconies and turning the premises into a loud and disruptive construction site.

110. Plaintiff reasonably relied on these misrepresentations when she signed her lease in February, 2023.

111. Plaintiff's balcony remained closed for nearly a year in total during which time the entire building was turned into a large-scale disruptive construction project.

112. If Plaintiff had known the true scope of the planned construction project at the time, she would not have agreed to the terms of the lease agreement.

113. Numerous other substantially similar examples of intentional misrepresentations were made by defendants and their agents to members of the putative class regarding the scope of the water damage and the nature and extent of the planned construction project.

114. Defendants knew that said conditions would likely affect and have in fact adversely affected the Property's habitability, the residents' health and safety, and their use and enjoyment of their apartments, common areas, and amenities.

115. Plaintiff and the putative class members justifiably and reasonably relied on Defendants' intentional misrepresentations and non-disclosures in entering into lease contracts.

116. Thereafter, said water leaks, water damage, mold growth, and/or the consequent repair/remediation project have in fact adversely affected the Property's habitability, the residents' health and safety, and/or their use and quiet enjoyment of their apartments, common areas, and amenities.

117. Defendants knew these representations were false and further intentionally failed to disclose the known problems of substantial water intrusion, water damage, mold growth, and/or the nature and extent of the pre-planned repair and remediation project that lasted almost two years and involved loud and intrusive disruption to the tenants that would likely affect and has in fact adversely affected the Property's habitability, the residents' health and safety, and their use and enjoyment of their apartments, common areas, and amenities.

118. Defendants knowingly made these false statements and non-disclosures of material facts for the purpose of inducing Plaintiff and the putative class to act thereon and enter into lease contracts or renew existing lease contracts.

119. Plaintiff and the putative class justifiably and reasonably relied on Defendants' knowingly false statements of materials facts and non-disclosures to their detriment and damage, wherein they subsequently learned of and experienced problems with substantial water intrusion and/or mold

growth, and the consequent repair/remediation project, all of which adversely affected the Property's habitability, the residents' health and safety, and their use and enjoyment of their apartments, common areas, and amenities.

120. As a result of the foregoing, Defendants have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against Defendants jointly and severally for their damages, reasonable attorneys' fees, costs, and interest.

COUNT VI
NUISANCE
DEFENDANTS MBR and BMC

121. Plaintiff repeats and re-alleges the allegations set forth above.

122. MBR and BMC have unreasonably and substantially interfered with Plaintiff and the putative class's use and enjoyment of the Property that they each had a right to as residents and tenants of the Property.

123. As a result of the foregoing, MBR and BMC have caused Plaintiff and the putative class to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against MBR and BMC jointly and severally for damages, reasonable attorneys' fees, costs, and interest.

COUNT VII
TENANT REPRISAL/RETALIATION – G.L. c. 186, § 18
DEFENDANTS MBR and BMC

124. Plaintiff repeats and re-alleges the allegations set forth above.

125. On May 5, 2023, MBR and BMC received written notice that the putative class of tenants were seeking legal redress for the damages done to their tenancies by Defendants' wrongful acts and omissions as described above.

126. Shortly thereafter, and within six months of their receipt of the May 5, 2023 notice letter, MBR and BMC unilaterally and with little or no advance notice locked/blocked the tenants from accessing their private balconies thereby restricting their use and enjoyment of the leased premises in further violation of their leases and the covenant of quiet enjoyment, and also in unlawful retaliation for exercising their legal rights in violation of G.L. c. 186 section 18.

127. Since such tenant reprisal/retaliation occurred within six months of notice that the residents were seeking legal redress for the conditions on the property, such are deemed presumptively retaliatory as a matter of law.

128. As a result of said reprisals/retaliation against the tenants, MBR and BMC have caused them to suffer actual, consequential, and pecuniary damages.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against MBR and BMC jointly and severally for damages, reasonable attorneys' fees, costs, and interest.

COUNT VIII
M.G.L. c. 93A VIOLATIONS-
DEFENDANTS MBR and BMC

129. Plaintiff repeats and re-alleges the allegations set forth above.

130. At all relevant times, MBR and BMC were engaged in trade or commerce for the purposes of chapter 93A.

131. Pursuant to authority conferred under G.L. c. 93A, §2, the Massachusetts Attorney General has promulgated certain regulations defining unfair and deceptive trade practices as set forth in 940 CMR §3.00 et seq. including:

> 3.16: General
>
> [A]n act or practice is a violation of G.L. c. 93A, § 2 if:
>
> (1) It is … unconscionable in any respect; or
>
> ***

(3) It fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety, or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection;

132. MBR and BMC have violated chapter 93A by the foregoing wrongful and unlawful acts and omissions set forth above including but not limited to:

(a) Failure to comply with the State Sanity Code, 105 CMR 410.000 *et seq.,* by *inter alia* providing and maintaining apartments and common areas in the Property that were plagued by wide-spread continuous water leaks, water damage, and/or microbial mold growth in violation of 105 CMR 410.420, 105 CMR 410.500, 105 CMR 410.530, and/or 105 CMR 750;

(b) Failure to comply with 940 CMR 3.17 which establishes as a matter of law that it shall be unfair and deceptive to lease a residential unit (1) in a condition which amounts to a violation of law which *may* endanger or materially impair the health, safety, or well-being of the occupant; or (2) is unfit for human habitation;

(c) Failure to comply with 940 CMR 3.17 which establishes as a matter of law that it shall be unfair and deceptive to fail to remedy any condition that *may* endanger or materially impair the health, safety, or well-being of the occupant;

(d) Violation of G.L. c. 186, § 14 by interfering with Plaintiff and the putative class members' quiet enjoyment of the Property by virtue of the long-standing and systemic water intrusion, water damage, mold growth, and/or the intrusive and disruptive repair/remediation construction project;

(e) Unconscionable, unfair, deceptive, and/or fraudulent misrepresentations of and failure to disclose material facts to prospective tenants and existing tenants described above including the failure to disclose true nature and extent of the excessive water leaks, water damage, mold growth, and/or the pre-planned repair and remediation project that is expected to last almost two years and involve loud and intrusive disruption to the tenants.

(f) Unconscionable, unfair, and/or deceptive handling of resident complaints wherein Defendants denied, dismissed, downplayed, misled, and outright lied to residents about the true nature and extent of the problems at the Property;

(g) Violation of G.L. c. 186, § 18 by taking unlawful reprisal and retaliation against some of the Property's residents for seeking legal redress for the damages done to their tenancies by Defendants MBR and BMC's wrongful acts and omissions as described above.

(h) Violation of G.L. c. 272, § 99(C) by unlawfully recording telephone communications with the Property's residents without their consent.

133. The foregoing unfair and deceptive acts and practices by MBR and BMC were committed knowingly and willfully and in bad faith against Plaintiff and the putative class in violation of chapter 93A. Said unfair and deceptive acts and practices by MBR and BMC have caused and continue to cause Plaintiff and the numerous other similarly situated members of the putative class to suffer actual, consequential, and pecuniary damages.

134. Plaintiff and the putative class have satisfied the statutory prerequisites to the filing of this G.L. c. 93A claim by sending a written demand for relief pursuant to G.L. c. 93A, section 9, and filing this claim after thirty (30) days from Defendants' receipt of same.

135. Defendants MBR and BMC received Plaintiff's demand for relief but failed to make reasonable written tenders of settlement within thirty days of receipt of Plaintiff's demand for relief, which failure was in bad faith with knowledge or reason to know that the acts and practices complained of violated G.L. c. 93A, section 2.

WHEREFORE, Plaintiff and the putative class respectfully request that judgment enter against MBR and BMC jointly and severally for damages, multiple damages, attorney's fees, costs, and interest.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff and the putative class demand judgment against Defendants, jointly and severally:

(a) Certifying the putative class and any appropriate sub-classes with Plaintiff appointed as class representative and below-signed counsel as class counsel;

(b) Ordering Defendants to provide adequate notice to class members at their expense;

(c) Awarding damages, multiple damages, interest, costs, and reasonable attorneys' fees as applicable against Defendants;

(d) Awarding Plaintiff and the class any further relief as may be just and appropriate; and

JURY DEMAND

Plaintiff on behalf of herself and all other similarly situated putative class members hereby demands trial by jury on all counts so triable.

Plaintiff,
By her attorneys,

/s/ Jonathan D. Sweet
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CERTIFICATE OF SERVICE

I hereby certify that on March 30, 2026, a copy of the foregoing document was served electronically on all counsel of record.

/s/ Kenneth D. Quat