

COMMONWEALTH OF MASSACHUSETTS

TRIAL COURT

HOUSING COURT DEPARTMENT

SOUTHEAST DIVISION

CANTON SESSION

Docket No. 24H82SP01628

MARINA BAY RESIDENCES, LLC,

Plaintiff,

v.

SANDRA FERNÁNDEZ DE VILLAVICENCIO FROMMER, et al.,

Defendants.

AFFIDAVIT OF SANDRA FERNÁNDEZ DE VILLAVICENCIO FROMMER

I, Sandra Fernández de Villavicencio Frommer, hereby depose and state as follows:

1. Personal Background:
 - I am the defendant in the above-entitled action, appearing pro se.
 - My child is homeschooled and requires a stable, mold-free environment to maintain social connections and participate in activities.
2. Parties Involved:
 - This affidavit is submitted in the context of legal proceedings involving the following individuals and entities, among others:
 - Leah Cataldo, Regional Associate at Bozzuto Management.
 - Delaney Barrett, involved in the management of Marina Bay Residences, LLC.
 - Marina Bay Residences, LLC, the plaintiff in this action.
 - Legal representatives associated with the plaintiff and related entities include:
 - Ted Papadopoulos, Esq.
 - Kate Moran Carter, Esq. - Dain, Torpy, Le Ray, Wiest and Garner, P.C.
 - Daniel Dain, Esq. - Dain, Torpy, Le Ray, Wiest and Garner PC.
 - Eleftherios Stefanos Papadopoulos, Esq. - AMPS Law PC.
 - Raj S. Aujla, Esq. - Maynard Nexsen PC.
 - Gregory P. Sapire, Esq. - Maynard Nexsen PC.
 - Sangeetha Kannan, Esq.
 - James D. Bragdon, Esq.
 - Hines and Bozzuto, as associated management and development companies.
3. Initial Communication and Eviction Impact:
 - I communicated with Ted Papadopoulos, the attorney for the plaintiff, regarding the eviction, explaining that it severely affects my ability to secure new housing due to shared application systems among housing companies.
4. Efforts to Resolve the Matter:

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HOUSING COURT

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Efforts to resolve the Matter.
 2. Defendant's attorneys among housing companies
 the eviction, explaining that it severely affects my ability to secure new housing due to limited
 3. communication with Ted Pasadobolios, the attorney for the plaintiff, regarding
 initial communication and eviction impact:
 • Hines and Bozzuto, as associated management and development companies
 • James P. Giddon, Esq.
 • Sandeepa Karmali, Esq.
 • Giedaly P. Sabier, Esq. - Maryland, Mexico, PC
 • Rafel Valls, Esq. - Maryland, Mexico, PC
 • Eudinehos Stefanos Pasadobolios, Esq. - AMPS Law, PC
 • Daniel Dain, Esq. - Daniel, Torbay, Le Ray, Miesi and Garbar, PC
 • Kate Morcho Carter, Esq. - Daniel, Torbay, Le Ray, Miesi and Garbar, PC
 • Ted Pasadobolios, Esq.
 • Legal representatives associated with the plaintiff and related entities, including
 Marina Bay Residences, LLC, the plaintiff in this action.
 • Defendant's counsel, the management of Marina Bay Residences, LLC.
 • Leah Catalano, Regional Associate at Bozzuto Management.
 following individuals and entities, among others:
 • This Affidavit is submitted in the context of legal proceedings involving the
 parties involved:
 4. Defendant's social connections and participation in activities:
 • My child is home-schooled and requires a stable, drug-free environment to
 5. I am the defendant in the above entitled action, appearing pro se.
 6. Personal Background:

I, Sandra Fernandez de Villavicencio Frommer, hereby depose and state as follows:

AFFIDAVIT OF SANDRA FERNANDEZ DE VILLAVICENCIO FROMMER

Defendants:

SANDRA FERNANDEZ DE VILLAVICENCIO FROMMER, et al.

vs.

Plaintiff:

MARINA BAY RESIDENCES, LLC

Docket No. 24H822901838

CAUTION SESSION

SOUTHEAST DIVISION

HOUSING COURT DEPARTMENT

TRIAL COURT

COMMONWEALTH OF MASSACHUSETTS

- I have actively sought to resolve this matter amicably outside of court, finding potential housing for the end of October, though construction timelines are uncertain.
- I filed a motion for an extension due to the unavailability of key individuals involved in the case and lack of response from plaintiff's counsel.
- 5. Court Appearance and Legal Challenges:
 - At the court appearance, I faced challenges, including being asked to waive my jury trial rights as a condition for any extension.
 - I was denied my motion for an extension and filed a motion for a late response due to my pro se status and procedural complexities.
- 6. Connection to Superior Court Case:
 - The housing court proceedings are linked to a broader case in the Norfolk County Superior Court, involving significant claims against the plaintiff and associated parties.
 - Engaging in this housing court case undermines the class action lawsuit, as it prevents a full presentation of breaches and defenses.
- 7. Improper Service and Legal Representation:
 - The plaintiff's claim of improper service is unfounded, as I have maintained consistent communication with their legal team.
 - All employees being countersued are represented by the same lawyers and companies associated with the plaintiff. These attorneys and individuals routinely communicate and inform each other about developments in the other lawsuit via email. Despite this, they insist on perfect service through a constable, knowing it imposes significant costs on me for every filing. Meanwhile, in the other lawsuit, they accommodate communications, extensions, and procedural matters through phone calls and emails, utilizing their resources to avoid unnecessary costs.
- 8. Preservation of Jury Trial Rights:
 - I assert my right to a jury trial, which is crucial for ensuring fair representation, especially as a pro se litigant.
- 9. Request for Relief:
 - I request an extension for response and discovery, sealing of sensitive information, dismissal or stay of proceedings, and consideration of my prior efforts to resolve the matter.
 - I seek relief under Massachusetts Rule of Civil Procedure 6(b) for an extension, and Massachusetts General Laws Chapter 214, Section 1B, for sealing sensitive information.
- 10. Protection of Class Action Rights:
 - I do not wish to waive any rights related to the class action lawsuit pending in Norfolk County Superior Court, and nothing in this affidavit should be construed as such a waiver.
- 11. Privacy and Security Concerns:
 - The unauthorized release of my child's personal information constitutes a violation of privacy rights, exposing my child to potential harm.
 - I request the court to allow the filing of evidence related to my child's injuries and privacy concerns under seal, ensuring this information is protected from use in the class action lawsuit where I cannot fully defend myself.
 - The plaintiffs are aware of their obligations under laws protecting minors but have chosen to disregard them, endangering our privacy and safety.
- 12. Conclusion:
 - I seek the court's intervention to either dismiss or stay the current proceedings, or grant a jury trial to ensure a fair and just process that respects my rights and those of other affected tenants.
 - The plaintiffs' actions have not only affected my family but have also threatened the well-being of our entire community.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

knowledge and belief

I decide under benefit of belief that the foregoing is true and correct to the best of my

the well-being of our entire community

The plaintiff's actions have not only affected my family but have also threatened affected tenants

or disrupt my job to ensure a fair and just process that respects my rights and those of other

I seek the court's intervention to either dismiss or stay the current proceedings

13. Concussion:

have chosen to disregard them, endangering our lives and safety

The plaintiff is aware of their obligations under laws protecting unions and action against unions I cannot fully defend myself

and privacy concerns under seal, ensuring this information is protected from use in the class

I request the court to allow the right of answers related to my child's injuries violation of privacy rights, exposing my child to further harm

The unrestricted release of my child's personal information constitutes a

14. Privacy and Security Concerns:

waiver

Monterey County Superior Court, and nothing in this affidavit should be construed as such a

I do not wish to waive any rights related to the class action lawsuit pending in 16. Protection of Class Action Rights:

and Massachusetts General Laws Chapter 231, Section 13, for seeking sensitive information

I seek relief under Massachusetts Rule of Civil Procedure 2(b) for an extension the matter

information, dismissal or stay of proceedings, and consideration of my prior efforts to resolve I request an extension for response and discovery, seeking of sensitive

8. Request for Relief:

especially as a pro se litigant

I assert my right to a jury trial, which is crucial for ensuring fair representation

9. Preservation of Jury Trial Rights:

unreasonable costs

and procedural matters through phone calls and emails, utilizing their resources to avoid

avoiding. Meanwhile, in the other lawsuit they accommodate communications, extensions, motion, notice of service, though a considerable knowledge it imposes significant costs on me for

and inform each other about developments in the other lawsuit via email. Despite this, they continues associated with this lawsuit. These attorneys and individuals continue communicate

All employees being contacted are represented by the same lawyers and consistent communication with their legal team

The plaintiff's claim of improper service is unfounded, as I have maintained

improper service and legal representation

prevents a full presentation of pleas and defenses

Endeavoring in this pending court case undermines the class action lawsuit, as it Monterey County Superior Court, involving significant claims against the plaintiff and associated parties

The pending court proceedings are linked to a pro se case in the Monterey

8. Connection to Superior Court Case:

due to my pro se status and procedural complexities

I was denied my motion for an extension and filed a motion for a late response my the rights as a condition for any extension

At the court appearance, I faced challenges, including being asked to waive my

9. Court Appearance and Legal Challenges:

involved in the case and lack of response from plaintiff's counsel

I filed a motion for an extension due to the unavailability of key individuals potential pending for the end of October through construction timelines are uncertain

I have actively sought to resolve this matter amicably outside of court, finding

Date: August 6, 2024

Signature:

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke extending to the right.

Sandra Fernández de Villavicencio Frommer

COMMONWEALTH OF MASSACHUSETTS

TRIAL COURT

HOUSING COURT DEPARTMENT

SOUTHEAST DIVISION

CANTON SESSION

Docket No. 24H82SP01628

MARINA BAY RESIDENCES, LLC,
Plaintiff,

v.

SANDRA FERNÁNDEZ DE VILLAVICENCIO FROMMER, et al.,
Defendants.

DEFENDANT'S DETAILED RESPONSE, REQUEST FOR RELIEF, AND MOTION FOR
CONTINUANCE

Now comes Sandra Fernández de Villavicencio Frommer, defendant in the above-entitled action, pro se, and submits this detailed response, request for relief, and motion for continuance, incorporating all prior communications and submissions related to this case.

I. BACKGROUND AND COMMUNICATIONS

1. Initial Communication with Plaintiff's Counsel:
 - Before any court filings were made, I reached out to Ted Papadopoulos, the attorney for the plaintiff, both via email and phone. In our conversation, he mentioned he would be traveling until the end of July. I explained that I had found a potential new home still under construction and that I had been actively searching for a place for some time. Finding a suitable residence is particularly challenging because my child is homeschooled and needs to remain close to neighborhood friends to facilitate social interaction. Our current home is not just a place but a sanctuary, essential for our family's well-being, given our need for a mold-free environment, close to his afternoon activities and his summer camp in familiar surroundings.
2. Impact of Eviction on Housing Applications:
 - I made it clear to Mr. Papadopoulos that having an eviction on record severely impacts my ability to apply for housing elsewhere, as companies like Avalon, Bozzuto, and Samuels often share application information through third-party systems. This eviction notice effectively bars us from accessing new housing, causing significant stress and uncertainty for my family.
3. Efforts to Resolve Amicably:
 - During our conversation, I informed Mr. Papadopoulos that I had potentially secured housing for the end of October, though construction timelines were uncertain. He responded positively, indicating that finding a solution outside of court was preferable. He assured me that he would connect me with his partner during his absence, which he did. I expressed my intention to file a motion to extend the court date, given that key individuals involved in the case, such as Dany Abouelkhier, who was unavailable due to a business trip, and Ahmed Naguib, who was unavailable due to a personal emergency and had not been properly served, were unable to participate. I communicated this to Mr. Papadopoulos at the time.

4. Misunderstandings and Subsequent Filings:

- Based on Mr. Papadopoulos's assurances, I initially refrained from filing any motions, anticipating a resolution. However, before filing my motion for an extension, which was my first filing, I called Mr. Papadopoulos's office to speak with Mr. Mustafa, his partner, to inform him about the motion to extend. Ted Papadopoulos had informed me that I needed their approval for it. Despite calling and sending an email, I received no response. Consequently, I filed my motion for an extension to allow time to prepare my answer, request a jury trial, and submit discovery documents. After filing, I contacted both Mr. Papadopoulos and Mr. Mustafa again, but still received no response. I filed my answers by Friday, with no contact from their office. A week passed without any communication from them, leading to my court appearance on Tuesday without any feedback from the plaintiff's counsel.

II. LEGAL PROCEEDINGS AND ISSUES

1. Court Appearance and Challenges:

- At the court appearance, the plaintiff's attorney approached me, and I requested the presence of a housing specialist to discuss the possibility of extending proceedings until Mr. Papadopoulos's return. The attorney insisted that I waive my right to a jury trial as a condition for any extension, a condition I was uncomfortable with. I asked if we could have another timing, perhaps a 30-day extension, to which the attorney responded that the only acceptable condition for an extension was waiving my jury trial rights. I was not comfortable with this stipulation.

2. Interaction with Housing Specialist and Attorney:

- During this exchange, the housing specialist was present, and I indicated my desire to consult with the attorney of the day. I inquired about the possibility of even a two-week extension, but the attorney refused, stating that agreeing to any extension would imply her clients' agreement to my claims. The housing specialist affirmed my right to seek legal counsel, but the attorney expressed impatience, noting time constraints and a lack of availability for further discussion. I proceeded to put my name on the list for the attorney of the day but was soon called into the courtroom, preventing me from consulting with them.

3. Filing and Motion Denials:

- My motion for an extension was denied due to my appearance in court, and the plaintiff's attorney argued that my response was filed late. Despite my belief that I filed on time, I submitted a motion for a late response to ensure compliance with court requirements. I explained in my initial filing that I am not a lawyer and face considerable difficulty navigating the legal system as a pro se litigant. I have spent countless hours researching and preparing my filings, and any errors were unintentional and due to the complex nature of the legal process.

4. Conflict with Superior Court Case:

- The housing court proceedings are intricately linked to a broader case in the Norfolk County Superior Court, involving breach of contract and other significant claims against the plaintiff. The Superior Court is currently resolving the issues that should be addressed there, where the plaintiffs are being sued for far more severe breaches than they have claimed here. By engaging in this housing court case, I cannot fully present these breaches and defend myself with evidence and facts because doing so would undermine the more significant class action lawsuit. The plaintiff should prioritize resolving the superior court case, where their initial breach of contract is being contested.

5. Inability to Counterclaim and Potential Harm to Other Tenants:

- I am prepared to attach all the breaches and the 93A claims they are being sued for. Despite having the right to counterclaim in this court, doing so would jeopardize not only my case and my child's well-being but also the rights and efforts of other tenants, many of whom are like family. These neighbors have invested significant resources in pursuing injury claims that have caused lifelong harm and will soon file these cases. Allowing this proceeding here undermines their efforts and exposes the bad faith tactics employed by the plaintiff to

pressure us into making mistakes. Their claims that I am counterclaiming illegally are unfounded; the only party in breach of contract is them. This case should be resolved in the Superior Court, where all related claims should be filed.

6. Improper Service Claims:

- The plaintiff's assertion that they have not been properly served is unfounded. I have been in consistent communication with Ted Papadopoulos and his legal team via email before any court proceedings, clearly establishing which lawyers are representing whom. All employees being countersued are represented by the same lawyers and the same company, indicating comprehensive representation by Bozzuto and Marina Bay Residence LLC, both associated with Hines. Despite claims of improper service, I have evidence of prior email communications and phone conversations with Mr. Papadopoulos, which I will provide as attachments. The plaintiff's claims are strategic, intended to exploit my pro se status and potential procedural missteps, rather than any genuine oversight in service. The legal representation for all parties involved should suffice to refute claims of improper service, highlighting attempts to pressure me into procedural errors and to waive rights crucial to the ongoing class action lawsuit. These tactics aim to compel us to sign a confidential agreement to conceal their actions from the public, reflecting poorly on their intentions. They wish to dismiss Delaney Barrett and threaten the larger class action lawsuit with dismissal, leveraging the current proceedings for tactical advantage.

- Furthermore, all employees, Marina Bay Residence LLC, and Bozzuto are protected by the same entities and attorneys. The fact that they claim they have not been served correctly or something was not done correctly is merely an attempt to take advantage. We have been in contact with these attorneys before any filing, so they have our email address, and they know very well that we can reach out to them. Attorney James even expressed in an email, which I will share here, that everything should go through Ted Papadopoulos. This demonstrates that Delaney, Leah, Michael, and all the attorneys are in contact with Ted and are represented by the same legal team. Therefore, the claim that I have not been in contact is unfounded. I have been in contact via phone before the filings, and this cannot be denied. I believe this issue should be stricken from the court's consideration.

7. Clarification of Discovery and Filing Efforts:

- During the court proceedings, Attorney Chantel criticized my filings as being unclear and disorganized. In response, I filed detailed discovery points to ensure clarity and facilitate understanding for all parties involved. I have included affirmations and questions to make my submissions as clear as possible and sent an email to Ted Papadopoulos indicating my intention to file for an extension for depositions to allow adequate preparation time. As a pro se litigant, balancing court preparations with personal responsibilities has been challenging. My family has recently endured several deaths, and I have been homeschooling my child until they completed his final exams in August. This situation has been overwhelming, and I apologize for any mistakes in my filings. I am doing my utmost to adhere to legal standards despite my lack of formal legal training. The process of finding and understanding relevant laws is daunting, especially when ensuring that I do not inadvertently waive my rights in the class action lawsuit. I respectfully request the court's understanding and forgiveness for any procedural errors. I am willing to discuss any issues directly with the attorneys involved via email to avoid unnecessary legal filings.

8. Installation of Security Camera for Safety Concerns:

- In light of the numerous incidents affecting my family's safety, including those involving my child, I installed a security camera inside my apartment, positioned at the entrance, to ensure the safety and security of my home. The camera does not record audio; it only captures motion and sends notifications to my phone. Additionally, I placed a clear notice at my door stating that anyone entering the apartment would be recorded.

- Despite these precautions, I faced accusations from Leah Cataldo and others, alleging that I was improperly recording employees and violating privacy laws. However, I have the legal right to install a camera within my own home for security purposes, provided it does

not record audio. This measure was taken solely for the safety of my family, and it is troubling that such actions are being questioned and used to further intimidate me. This reflects the extent to which these individuals go to make me feel unsafe in my own home.

9. Tenancy History and Financial Contribution:

- I have been living in this apartment for six years, and during that time, I have paid over \$45,000 per year. This substantial financial contribution reflects my role as a committed tenant and client. The suggestion that I wish to live rent-free is not only insulting but also disregards the exhausting mental and physical toll this situation has taken on me and my family. The plaintiffs have made our lives extremely difficult, and the public disclosure of my address now adds to my fear for our safety, urgency to move out!

- I want nothing more than to leave this place and provide a safe, healthy environment for my family. The insinuation that we owe something to the plaintiffs, when they have disrupted our lives so profoundly, is yet another insult. Unfortunately, I am unable to share the full context and fight these accusations through a counterclaim in this court because it involves ongoing proceedings in the Superior Court.

- This insult exemplifies how they treat tenants who have been loyal clients for years. I believe we are one of the only tenants who have lived here for so long. If nothing had happened, as I stated to them many times before, this was going to be my home for many more years. This is how they treat tenants and clients who have been faithful to them. They have treated us among the worst, showing a complete disregard for my son's health and well-being. They continue to demonstrate their lack of care, reflecting only a focus on money, power, and disrespect for people's lives, injury, disruption, and privacy laws, among other issues.

III. REQUEST FOR RELIEF

1. Preservation of Jury Trial Rights:

- Under Article XV of the Massachusetts Constitution and the Seventh Amendment of the United States Constitution, I assert my right to a jury trial, which is a fundamental element of justice. This right is essential for ensuring that the voices of those without legal representation, like myself, are heard fairly and justly.

2. Extension for Response and Discovery:

- In light of personal hardships, including recent family losses and the demands of homeschooling, I request an extension under Massachusetts Rule of Civil Procedure 6(b) to adequately prepare my defense. This extension is crucial to ensure my right to due process is preserved and that I am given a fair opportunity to present my case.

3. Sealing of Sensitive Information:

- Pursuant to Massachusetts General Laws Chapter 214, Section 1B, I urgently request that all sensitive medical and personal information related to my child be sealed from public access so I can file them in this court to defend my statements regarding Injury and Privacy law. The unauthorized release of such information constitutes a grave violation of our privacy rights and exposes my child to potential harm. The plaintiffs have recklessly endangered our privacy, knowing full well the legal protections afforded to minors under the Children's Online Privacy Protection Act (COPPA) and other relevant privacy laws.

4. Dismissal or Stay of Proceedings:

- Given the intertwined nature of this case with the ongoing proceedings in Norfolk County Superior Court, I implore the court to either dismiss or stay these proceedings in accordance with the principles of judicial economy and the doctrine of prior pending action. This approach is necessary to prevent undue prejudice and to ensure that justice is served by addressing all related issues in the appropriate forum.

5. Consideration of Prior Efforts to Resolve:

not record audio. This measure was taken solely for the safety of my family, and it is troubling that such actions are being questioned and used to further intimidate me. This reflects the extent to which these individuals go to make me feel unsafe in my own home.

8. Tenancy History and Financial Contribution:

I have been living in this apartment for six years, and during that time, I have paid over \$45,000 per year. This substantial financial contribution reflects my role as a committed tenant and client. The suggestion that I wish to live rent-free is not only insulting but also disregards the exhausting mental and physical toll this situation has taken on me and my family. The plaintiffs have made our lives extremely difficult, and the public disclosure of my address now adds to my fear for our safety, urgency to move out.

I want nothing more than to leave this place and provide a safe, healthy environment for my family. The insinuation that we owe something to the plaintiffs when they have disrupted our lives so profoundly is yet another insult. Unfortunately, I am unable to share the full context and fight these accusations through a counterclaim in this court because it involves ongoing proceedings in the Superior Court.

This insult exemplifies how they treat tenants who have been loyal clients for years. I believe we are one of the only tenants who have lived here for so long. If nothing had happened, as I stated to them many times before, this was going to be my home for many more years. This is how they treat tenants and clients who have been faithful to them. They have treated us among the worst, showing a complete disregard for my son's health and well-being. They continue to demonstrate their lack of care, reflecting only a focus on money, power, and disrespect for people's lives, injury, disruption, and privacy laws, among other issues.

III. REQUEST FOR RELIEF

1. Preservation of Jury Trial Rights:
Under Article XV of the Massachusetts Constitution and the Seventh Amendment of the United States Constitution, I assert my right to a jury trial, which is a fundamental element of justice. This right is essential for ensuring that the voices of those without legal representation, like myself, are heard fairly and justly.
2. Extension for Response and Discovery:
In light of personal hardships, including recent family losses and the demands of homeschooling, I request an extension under Massachusetts Rule of Civil Procedure 6(p) to adequately prepare my defense. This extension is crucial to ensure my right to due process is preserved and that I am given a fair opportunity to present my case.
3. Sealing of Sensitive Information:
Pursuant to Massachusetts General Laws Chapter 214, Section 18, I urgently request that all sensitive medical and personal information related to my child be sealed from public access so I can file them in this court to defend my statements regarding injury and privacy law. The unauthorized release of such information constitutes a grave violation of our privacy rights and exposes my child to potential harm. The plaintiffs have recklessly endangered our privacy, knowing full well the legal protections afforded to minors under the Children's Online Privacy Protection Act (COPPA) and other relevant privacy laws.
4. Dismissal or Stay of Proceedings:
Given the intertwined nature of this case with the ongoing proceedings in Norfolk County Superior Court, I implore the court to either dismiss or stay these proceedings in accordance with the principles of judicial economy and the doctrine of prior pending action. This approach is necessary to prevent undue prejudice and to ensure that justice is served by addressing all related issues in the appropriate forum.
5. Consideration of Prior Efforts to Resolve:

- My numerous attempts to resolve this matter amicably outside of court, as evidenced by my communications with the plaintiff's counsel, should be given due consideration. Massachusetts General Laws Chapter 231, Section 59C, encourages alternative dispute resolution to amicably settle conflicts and alleviate the burdens on the judicial system.

6. Presentation of Additional Evidence and Privacy Concerns:

- I am prepared to submit comprehensive evidence concerning the injuries sustained by my child, including medical records, doctor notes, blood tests, and photographs, provided that the court agrees to seal this sensitive information to protect their privacy. The integrity of our privacy is paramount, and I am advocating for my child's rights as their sole legal guardian.

- Furthermore, I bring to the court's attention a harassment prevention order that has been in effect for over a year against an individual involved in a criminal case for assault and battery and threats to commit a crime, which we successfully won. In addition, I have been subjected to persistent anonymous phone calls, reaching up to 100 calls daily, including recent incidents of sexual harassment voicemails. These cases are under active investigation, with police reports filed, detective investigations and they underscore the real danger might be posed by the unauthorized public disclosure of our personal information.

- The plaintiffs are fully aware that this lawsuit is public and extensively covered by the media, giving countless individuals access to it. They know my child's age from numerous email exchanges, yet have chosen to disregard their obligations under laws protecting minors, such as Massachusetts General Laws and COPPA. As the sole legal guardian, I did not consent to any sharing of my or my child's information in a public lawsuit.

- The plaintiffs have acted in blatant violation of Massachusetts privacy laws, which require explicit consent to disclose private information about a minor. Despite claiming court protection for their actions—even those carried out in bad faith—the plaintiffs seek a confidential agreement for their discovery in the Superior Court to protect their business reputation, while simultaneously exposing my child's private information. This contradiction highlights their bad faith and the gross violation of our privacy rights. They have shared not just our names but full details of our lease, including our address, vehicle information, and more, all of which is irrelevant to the case at hand and demonstrates their malicious intent.

- As legal representatives for major corporations like Bozzuto and Hines, valued at billions, it is the plaintiffs' responsibility to redact sensitive information before filing any documents. Ted Papadopoulos, representing both Marina Bay residences and Bozzuto, should have ensured that our information was redacted. Their failure to do so is a grave oversight, especially considering their awareness of my child's minor status. With no regard towards even a minor!

- Their actions towards tenants have been appalling, involving intimidation, threats, and retaliation. Their strategy is to exert pressure to silence us, ensuring that their wrongdoings are not made public. This case aims to coerce us into prioritizing the defense of my child over the broader community's interests, thereby allowing the plaintiffs to evade accountability. If they are treating us this way here, I shudder to think of what they might be doing in other buildings.

- We are fighting against a formidable adversary that boasts of its legal prowess, trying to silence the few who dare to speak out. This is a classic David versus Goliath battle, with the plaintiffs wielding their power to suppress those who lack the resources to stand up for their rights.

7. Improper Recording Allegations:

- In accordance with Massachusetts General Laws Chapter 272, Section 99, it is illegal to record conversations without consent. I suspect that I have been recorded without my consent by the plaintiff or their associates, constituting a serious breach of privacy. I urge the court to investigate this matter as part of the discovery process and to hold accountable those responsible for any illegal actions, regarding this eviction case only.

8. Protection of Class Action Rights:

- It is imperative to state that I do not wish to waive any rights pertaining to the class action lawsuit currently pending in Norfolk County Superior Court. The outcome of this case holds significant implications for me and other tenants who are standing up against these powerful entities. Preserving these rights is crucial to ensuring justice for all affected parties.

9. Removal of Personal Information:

- I implore the court to order the removal of my child's personal information from all public records related to this case. The inclusion of such information without proper consent is a clear violation of privacy rights under Massachusetts law and poses significant risks to my child's safety.

IV. ADDITIONAL RESPONSE REGARDING PRIVACY AND RETALIATION

In their legal filings, the plaintiffs assert that my son does not have any rights under Massachusetts privacy laws for minors, which is both legally incorrect and ethically troubling. This contradiction is highlighted by a communication I received from Leah Cataldo on February 6, 2024, where she emphasized that everyone has privacy rights under Massachusetts law, and violating these rights is a criminal offense. This was in reference to my installation of a motion-activated security camera inside my unit, which did not record audio. The camera was installed to ensure my family's safety due to a harassment prevention order I had against an individual and ongoing anonymous harassing calls. I posted a clear notification at my door to inform all entrants of the camera's presence.

Despite these precautions, I faced accusations from the plaintiffs, who claimed that I was improperly recording individuals and violating privacy laws. The plaintiffs assert their right to privacy within my unit but fail to acknowledge my son's right to privacy, as our personal information, including our address and vehicle details, was publicly disclosed in a lawsuit. They claim that they have no obligation to protect the privacy of a minor in this public lawsuit, yet they argued that my actions were a criminal offense under the same privacy laws they disregard.

This inconsistency reveals a double standard: the plaintiffs invoke privacy laws to their benefit while ignoring the protections these laws should afford my son. It is clear that Leah Cataldo was directed to emphasize these privacy laws when it suited their interests, yet they fail to protect my child's privacy.

I urge the court to recognize this inconsistency and the broader implications of allowing such practices to continue. It is essential that privacy rights are upheld uniformly and that retaliatory tactics are not used to undermine individuals exercising their legal rights to protect their families inside their own homes.

V. CONCLUSION

In the matter before this court, we respectfully seek the dismissal or stay of the current eviction proceedings pending the resolution of the class action lawsuit in Norfolk County Superior Court. The opposing party has not filed a countersuit in the class action lawsuit, which includes significant claims under Massachusetts General Law Chapter 93A, such as breach of contract, fraud, breach of quiet enjoyment, breach of privacy, and retaliation against tenants.

The legal battle we are embroiled in has exacted a heavy toll on my family, both mentally and physically. I urgently seek the court's intervention to grant the relief requested, ensuring that justice prevails and our rights are protected. The plaintiffs' actions have not only affected my family but have also threatened the well-being of our entire community. We deserve a judicial process that respects our rights and holds those who violate them accountable.

Until the judge agrees to seal sensitive information, I cannot disclose specific details related to privacy and injury defenses, as doing so could compromise our position in the larger class action lawsuit, where I am unable to fully defend myself or my child. The plaintiffs are using their vast resources and legal might to pressure us into submission, knowing that most of my neighbors are too afraid to stand up against such powerful entities.

This eviction case is not just a direct retaliation against us because the lead plaintiff in the class action lawsuit is associated with this unit, but it is also a pressure tactic to force us into agreeing to terms they have been trying to impose for months. They are demanding that we sign confidential agreements that would prevent us from sharing crucial information with the affected tenants and impose fines of up to \$5,000 for each violation. Furthermore, these agreements seek to silence individuals who would be deposed, stripping them of their voice and the ability to hold the responsible parties accountable.

The proposed confidential agreement, which illustrates their attempts to shield themselves from accountability. This includes protecting an employee whose actions have directly insulted and negatively impacted the lives of many tenants in the building. While not sharing their private life. This is not fair or just.

Hines, a \$96 billion international corporation, and Bozzuto, a management company with buildings worldwide, including Asia and across the United States, including many in Massachusetts, are exerting their vast power and resources against individual tenants. These corporations are not only involved in our building's issues but are also embroiled in similar lawsuits, such as with The Abby, where they are suing construction companies for issues similar to those we face. This shows a pattern of behavior that affects not just our building but others as well.

Throughout this process, neither the corporation, their attorneys, nor their employees have shown compassion toward the tenants. Instead, they have laughed, ignored, insulted, threatened, coerced, and engaged in behavior that is unacceptable. We are determined to hold them accountable for their actions, ensuring that their misconduct does not remain unaddressed.

The class action lawsuit has been ongoing for over a year in Superior Court due to multiple extensions granted in good faith by the lead plaintiff. Despite this, the opposing party has refused to grant us even a two-week extension in this eviction case to find a home for us and our child. This refusal is an egregious example of how a powerful corporation is willing to sacrifice the well-being of individuals, including children and the elderly, in its relentless pursuit of power and control.

My child has already endured more than enough due to the issues detailed in both the class action lawsuit and these counterclaims. These issues have affected not only my child but also other children and the elderly in the building. Once the evidence comes to light, it will reveal the profound impact of these actions on our community.

We implore you, Your Honor, to recognize the injustice and disproportionate power dynamics at play. This situation is not in line with the principles of equity and justice that Massachusetts and the United States uphold. We have rights under the Constitution, and it is unjust for a powerful corporation to exploit its position to the detriment of individuals.

I beseech the court to either stay the proceedings until a decision is reached in the Norfolk Superior Court, dismiss the case entirely to prevent further intimidation, or grant me my right to a jury trial where I can present my defense and safeguard the rights that the plaintiffs are

a jury that where I can present my defense and establish the facts that the plaintiffs are
subpoena Court" dismisses the case entirely to prevent further intimidation" or that we will not to
I respect the court to either stay the proceedings until a decision is reached in the motion

bowen corporation to exploit its position to the detriment of individuals
and the United States uphold. We have rights under the Constitution" and it is unfair for a
bias. This situation is not in line with the principles of equity and justice that Massachusetts
We uphold your honor to recognize the injustice and disproportionate power dynamics at
profound impact of these actions on our community

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action lawsuit is associated with this suit, but it is also a pressure tactic to force us into
This eviction case is not just a direct retaliation against us because the lead plaintiff in the class

neighbors are too afraid to stand up against such powerful entities.

their vast resources and legal might to pressure us into submission, knowing that most of my
action lawsuit, where I am unable to fully defend myself or my child. The plaintiffs are using
bullying and jointly defenses, as doing so could compromise our position in the larger class
that the judge agrees to seal sensitive information, I cannot disclose specific details related to

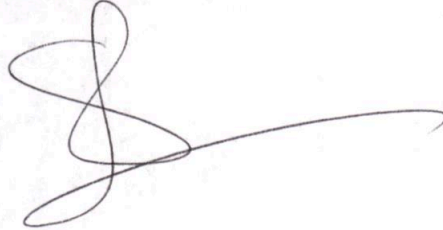
determined to trample. I am at my breaking point, and I implore the court to recognize the injustice being perpetrated and to protect my family from further harm.

The only party at fault in this matter is the opposing party, not me. This eviction case should not be heard in this court at this time. We implore you, Your Honor, to dismiss or stay the proceedings or grant a jury trial to ensure a fair and just process that protects our rights and the rights of others.

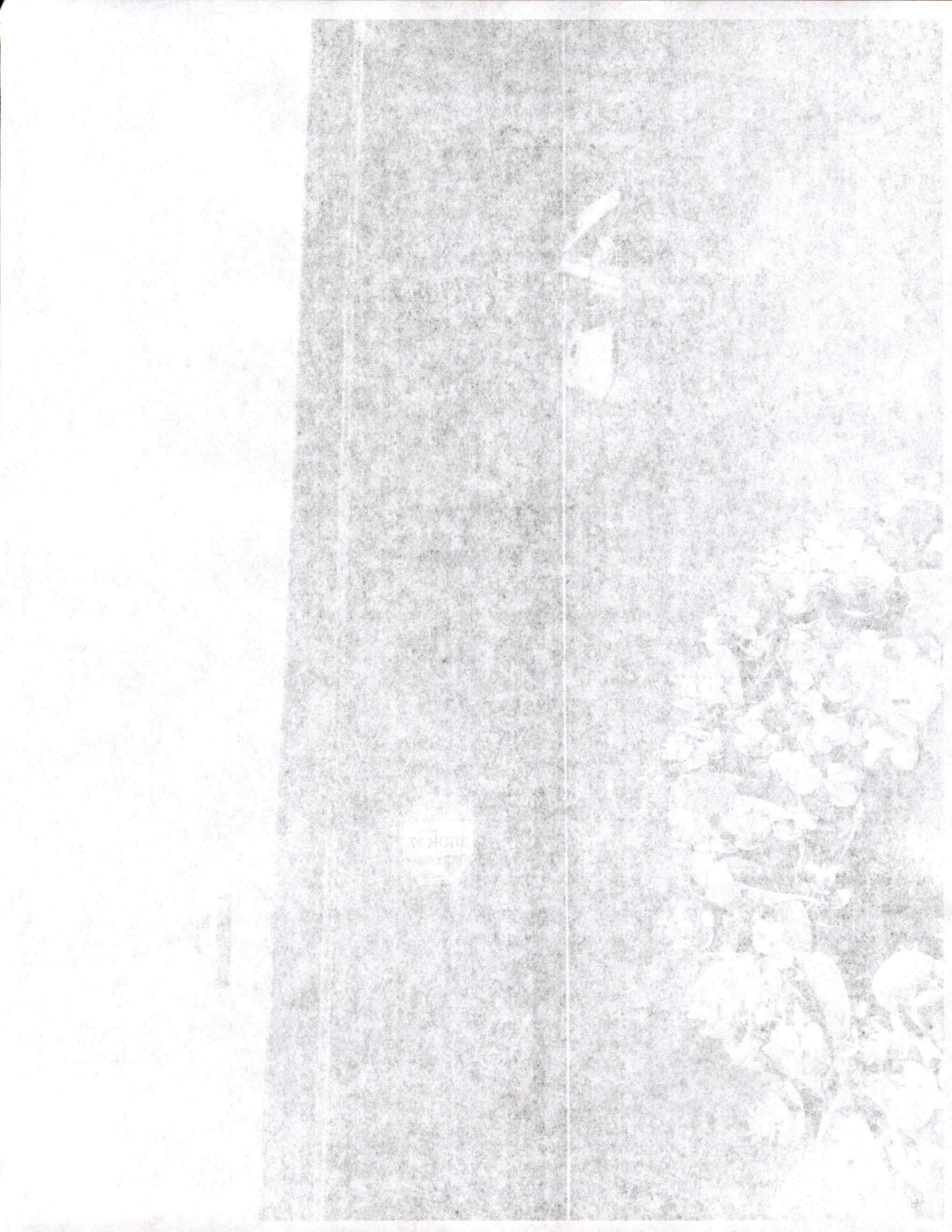
Respectfully submitted,

Sandra Fernández de Villavicencio Frommer
Defendant, Pro Se

Dated: August 6, 2024

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke extending to the right.





IN HOPE

Finally, we need to make you aware or remind you to respect the privacy rights of all personnel who inspect, repair, or maintain any part of your unit. It's our understanding that under Massachusetts law, it is a criminal offense to use any device to record and/or disseminate communications, whether by wire, orally, or electronically, without the consent of all parties to the communication. See Mass Ann. Laws ch. 272, Section 99(C). We understand this rule applies regardless of whether the communication takes place in public or in private. See Commonwealth v. Manzelli, 864 N.E.2d 566 (Mass App. Ct. 2007). No personnel providing services for your unit have consented to you recording any communications that they have had with you. We encourage you to discuss this with your attorneys.

Thank you for your immediate attention to our request for copies of your photographs, notes, audio or video recordings, reports, or test results—and look forward to receiving them as soon.

02/06/2024

LEAH CATALANO EMAIL
REFERING TO MY INSTALLING
APARTMENT CAMERA
FOR MY OWN SAFETY

From: Zillow no-reply@mail.zillow.com
Subject: You've contacted 35 Chickatawbut St #1, Boston
Date: May 15, 2024 at 9:54:18 AM
To: sandreva14@yahoo.com



We've sent your message to the property manager or landlord. You should get a response soon via email or call.

[See contacted rentals](#)

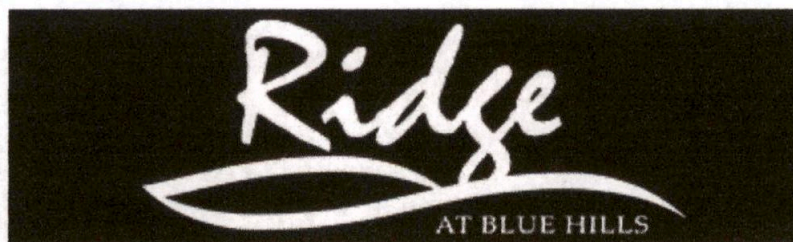
New

\$4,500/mo 2 bd | 2.5 ba | 1,947 Sqft |

, 35 Chickatawbut St #1, Boston, MA

● For rent

From: Ridge at Blue Hills BlueHills@udr.com
Subject: Your tour has been scheduled
Date: May 18, 2024 at 8:00:26 AM
To: sandreva14@yahoo.com



YOUR TOUR HAS BEEN SCHEDULED



Date: **05/18/2024**

Time: **10:00 AM**

CONFIRM YOUR TOUR

MODIFY OR CANCEL TOUR



Ridge at Blue Hills

800 West Street

Braintree, MA 02184

[MAP ON GOOGLE](#)



LET US KNOW YOU'VE ARRIVED

I'M HERE

CONFIRMATION OF YOUR ORDER



NAME OF CUSTOMER
ADDRESS
CITY
STATE AND ZIP CODE



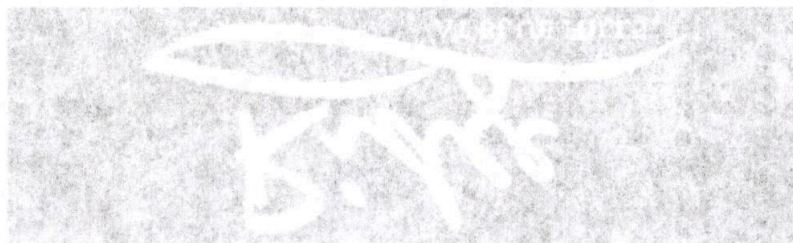
MODIFY OR CANCEL TOUR

MA 00-01-0001

DATE OF ORDER



YOUR TOUR HAS BEEN SCHEDULED



modifications@biketour.com

MA 00-01-0001

your tour has been scheduled

at Blue Hills

From: Zillow no-reply@mail.zillow.com
Subject: You've contacted Rosecliff
Date: Jun 2, 2024 at 2:29:08 PM
To: sandreva14@yahoo.com



We've sent your message to the property manager or landlord. You should get a response soon via email or call.

[See contacted rentals](#)

New

\$3,330/mo 2 bd | 2 ba | 1,280 Sqft |

Rosecliff, 790 Willard St #788-N504, Quincy, MA

● For rent

From: Zillow no-reply@mail.zillow.com
Subject: You've contacted 210 Dudley Ln, Milton
Date: Jun 3, 2024 at 5:56:34 PM
To: sandreva14@yahoo.com



We've sent your message to the property manager or landlord. You should get a response soon. Check your messages on Zillow.

[See contacted rentals](#)

New

\$4,400/mo 3 bd | 2 ba | 2,460 Sqft |

210 Dudley Ln, Milton, MA

● For rent

From: Zillow no-reply@mail.zillow.com
Subject: You've contacted 407 Quincy Shore Dr, Quincy
Date: Jun 6, 2024 at 4:45:37 PM
To: sandreva14@yahoo.com



We've sent your message to the property manager or landlord. You should get a response soon. Check your messages on Zillow.

[See contacted rentals](#)

New

\$6,800/mo 5 bd | 3 ba | 2,600 Sqft |

407 Quincy Shore Dr, Quincy, MA

● For rent

From: **sandra fernandez** sandreva14@yahoo.com
Subject: **Meriel Marina Bay S339**
Date: **Jul 16, 2024 at 9:56:47 AM**
To: **Mustafa Sidki** mustafa@ampslaw.com

Good morning Mustafa,

This is Sandra Fernández de Villavicencio Frommer from Meriel Marina Bay ~~S339~~

Ted shared with me your information to contact you while he is away.

I tried to contact your office this morning, but you were not there.

Could you please give me a call when you have a chance? My phone number is
~~617-806-6566~~.

Thank you,
Sandra

Sent from my iPhone

From: **sandra fernandez** sandreva14@yahoo.com
Subject: **Follow-Up on Metro Housing Court Filing**
Date: **Jul 16, 2024 at 7:27:21 PM**
To: **Mustafa Sidki** mustafa@ampslaw.com

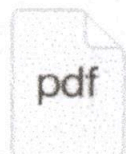
Good Evening Mustafa,

I attempted to reach you by phone and email earlier today without success. I wanted to inform you about the filing I made in the Metro Housing Court of Canton this morning.

I am available to discuss this further tomorrow between 1:00 PM and 5:00 PM. Please let me know a convenient time for you to have a phone conversation.

Have a great night.

Best regards,
Sandra



Tap to Download
Motion to extension eviction .pdf
50.6 MB

Sent from my iPhone

From: Ted Papadopoulos ted@ampslaw.com
Subject: Automatic reply: Follow-Up on Metro Housing Court Filing
Date: Jul 19, 2024 at 4:47:50 AM
To: sandra fernandez sandrev14@yahoo.com

Please be advised that I am currently out of the office/country through July 28, 2024, and will not be checking emails. If you require assistance, please call my office at 781-756-6600 and ask to speak with my assistant (Tayla) who can put you in touch with another attorney. Thank you.

IF YOU HAVE AN EMERGENCY (AND FOR THOSE THAT HAVE MY CELL) YOU CAN CALL MY CELL PHONE THAT I WILL BE CHECKING PERIODICALLY WHILE ABROAD.

Ted Papadopoulos
AMPS Law, P.C.

O : 781.756.6600

F : 888.756.6680

W : ampslaw.com

304 Cambridge Road

Suite 440

Woburn, MA 01801

Disclaimer Regarding Electronic Transactions:

The information contained in this electronic message may be confidential, and the message is for the use of intended recipients only. If you are not an intended recipient, do not disseminate, copy, or disclose this communication or its contents. If you have received this communication in error, please immediately notify me by reply email or AMPS Law at (781) 756-6600 and permanently delete this communication. If tax or other legal advice is contained in this email, please recognize that it may not reflect the level of analysis that would go into more formal advice or a formal legal opinion.

This office may be attempting to collect a debt and any information obtained will be used for that purpose.

From: **sandra fernandez** sandreva14@yahoo.com
Subject: **Fwd: [EXTERNAL] Request for 14-Week Continuance**
Date: **Aug 5, 2024 at 8:30:34 PM**
To: ~~Carla S. Rhodes - K&S Associates, LLC~~

Sent from my iPhone

Begin forwarded message:

From: "James D. Bragdon" <jbragdon@gejlaw.com>
Date: July 27, 2024 at 1:30:29 PM EDT
To: sandra fernandez <sandreva14@yahoo.com>
Subject: **RE: [EXTERNAL] Request for 14-Week Continuance**

Ms. Fernandez,

On the housing court case, you can direct all communications to Mr. Papadopoulos's firm. Thank you.

James

James D. Bragdon
TEL: 410 951 1416 / FAX: 410 468 2786
218 N Charles Street, Suite 400, Baltimore, MD 21201
jbragdon@gejlaw.com

GALLAGHER
GALLAGHER EVELIUS & JONES
ATTORNEYS AT LAW

This email transmission may contain CONFIDENTIAL and PRIVILEGED information. If you are not the intended recipient, please notify the sender by email, do not disseminate and delete immediately.

-----Original Message-----

From: sandra fernandez <sandreva14@yahoo.com>
Sent: Friday, July 26, 2024 12:06 PM
To: James D. Bragdon <jbragdon@gejlaw.com>
Subject: [EXTERNAL] Request for 14-Week Continuance

Dear Sir/Madam,

NO CALLER ID CALLS

DATE & TIME ↑	CONTACT
07/28/2024 02:15:48 PM	📞 000.000.0000
07/28/2024 02:15:22 PM	📞 000.000.0000
07/28/2024 02:09:33 PM	📞 000.000.0000
07/28/2024 02:09:23 PM	📞 000.000.0000
07/28/2024 02:09:16 PM	📞 000.000.0000
07/28/2024 02:05:48 PM	📞 000.000.0000
07/28/2024 01:45:05 PM	📞 000.000.0000
07/28/2024 05:51:25 AM	📞 000.000.0000

Nickname a number Manage Nickname

CONTACT	LOCATION
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED
 000.000.0000	BLOCKED

From: Meriel Marina Bay MerielMarinaBay@bozzuto.com
Subject: Fastener Maintenance - Friday 8/2/2024 in the morning
Date: Jul 30, 2024 at 1:34:50 PM
To: Meriel Marina Bay MerielMarinaBay@bozzuto.com

Dear Residents,

Due to yesterday's rain, this process has been rescheduled for this Friday 8/2 in the morning around 10AM.

Thank you,

Meriel Marina Bay
552 Victory Road | Quincy, MA 02171
(O) 617.415.9497 ext. 1 | <https://www.merielmarinabay.com/>



NATIONALLY CERTIFIED AS A GREAT PLACE TO WORK®
NAMED A TOP WORKPLACE BY THE WASHINGTON POST NINE YEARS IN A ROW

From: Meriel Marina Bay
Sent: Thursday, July 25, 2024 5:15 PM
Subject: Fastener Maintenance - Monday 7/29/2024 Morning

Dear Residents,

The architect requested supplemental fasteners that were back ordered and need to be installed. We have a team completing minimally disruptive work on the outside of the building near your apartment home. Access is not needed into your apartment and there may be a presence outside of your apartment or on the balcony for approximately 30 minutes or less.

Should the construction team notice any pending small cosmetic items, they will also take care of this during this time.

Thank you,

Meriel Marina Bay Team

Menel Mantra Bay Team

Thank you!

Take care of this during this time.

Should the construction team notice any bending small cosmetic defects they will also
minutes or less.

may be a presence outside of your apartment or on the balcony for approximately 30
including near your apartment power access is not needed into your apartment and there
installed. We have a team completing minor electrical work on the outside of the
The subject requested any elements, elements that were back ordered and need to be

Dear Residents,

Subject: Electrical Maintenance - Monday 12/25/2023 Morning

Sent: Monday, 12/25/2023 8:12 PM

From: Menel Mantra Bay

Hi everyone, we are sorry for the inconvenience caused by the electrical maintenance work on Monday morning. We understand that this is inconvenient and we apologize for any disruption to your daily routine.

Thank you for your understanding and patience.

On 12/25/2023 at 8:12 PM, Menel Mantra Bay wrote:

Hi everyone, we are sorry for the inconvenience caused by the electrical maintenance work on Monday morning.

Thank you for your understanding and patience.

Thank you!

Menel Mantra Bay

Hi everyone, we are sorry for the inconvenience caused by the electrical maintenance work on Monday morning.

Thank you!

Menel Mantra Bay

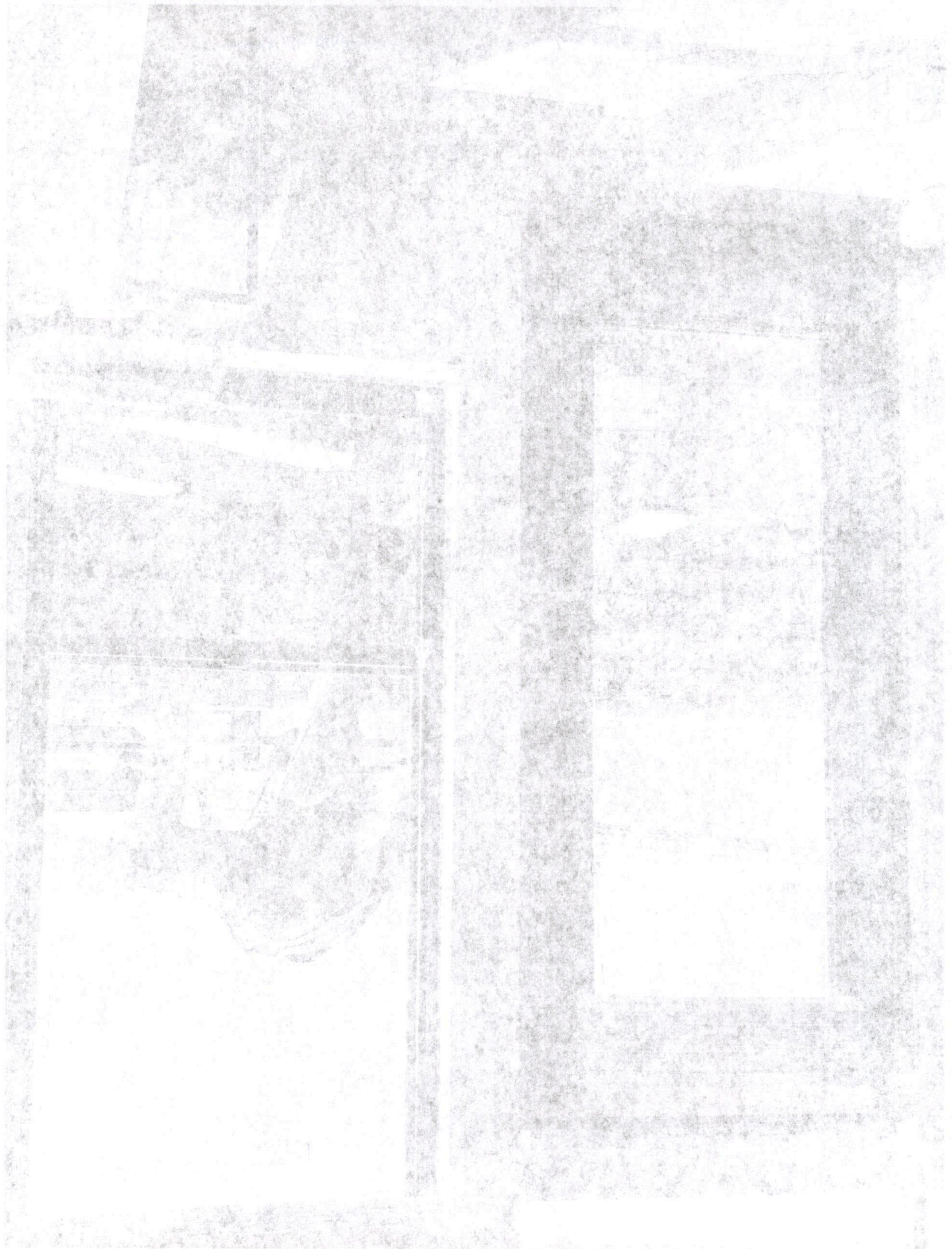
Sent: Monday, 12/25/2023 8:12 PM

Subject: Electrical Maintenance - Monday 12/25/2023 Morning

Hi everyone, we are sorry for the inconvenience caused by the electrical maintenance work on Monday morning.

08/02/2024





From: sandra fernandez sandreva14@yahoo.com
Subject: Re: Request for discovery
Date: Aug 5, 2024 at 8:26:37 PM
To: Ted Papadopoulos ted@ampslaw.com

Hi Ted,

I apologize for not responding sooner. I only reviewed the counterclaims a couple of hours ago. The past year has been incredibly challenging, and the past month and a half, since early June, has been particularly difficult. We've experienced five deaths in our circle, the most recent one this week. It's been a trying time, with people both young and older passing away. I'm unsure what's happening lately with so many people sick and dying! My mother was recently diagnosed with Lime Disease(last week) and today with skin cancer, I'm her only child and she is by herself, so I can assure you I'm doing my best to answer as soon as possible, I want to leave behind problems and move forward.

When we spoke on the phone, I thought we were on a positive path. You connected me with your attorney and partner, but despite my repeated calls to your office asking for Mustafa, I was told he was unavailable. I sent him emails before filing the motion to extend time, with no response. I also sent him copies of the motion for extension and my answer, but still received no reply. I haven't gotten anything from him!

In court, your attorney did not seem as knowledgeable about the case or committed to resolving the issue as I had hoped based on our conversation. She frequently called someone for guidance and, despite initially agreeing to a two-week extension, later said she could not grant it without me waiving my rights to a trial. She did not even allow me a brief period to consult with the lawyer of the day for some questions.

You know I want to leave this apartment. We're facing challenges due to the eviction record affecting our ability to apply to other buildings. This house is still under construction, and I haven't received a confirmed date, so I can't commit to a move-out date just yet. I previously mentioned that I aim to move out by the end of the year, but I need confirmation first.

I requested a short extension from your attorney, but it was denied. I have a life and obligations, and I hope you can understand that. In the superior court for the class action lawsuit, we granted you three extensions without objection, even though moving forward is crucial for us. We honored those requests, and I believe it's fair to

Sandra Fernandez
Re: Request for discovery
Aug 8, 2024 at 8:28 PM
Ted Papadopoulos

Hi Ted,

I apologize for not responding sooner. I only reviewed the counterclaims a couple of hours ago. The past year has been incredibly challenging, and the past month and a half, since early June, has been particularly difficult. We've experienced five deaths in our circle, the most recent one this week. It's been a trying time, with people both young and older passing away. I'm unsure what's happening lately with so many people sick and dying. My mother was recently diagnosed with Lyme Disease (last week) and today with skin cancer. I'm her only child and she is by herself, so I can assure you I'm doing my best to answer as soon as possible. I want to leave behind problems and move forward.

When we spoke on the phone, I thought we were on a positive path. You connected me with your attorney and partner, but despite my repeated calls to your office asking for Mustafa, I was told he was unavailable. I sent him emails before filing the motion to extend time, with no response. I also sent him copies of the motion for extension and my answer, but still received no reply. I haven't gotten anything from him.

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I requested a short extension from your attorney, but it was denied. I have a life and obligations, and I hope you can understand that. In the superior court for the class action lawsuit, we granted you three extensions without objection, even though moving forward is crucial for us. We honored those requests, and I believe it's fair to

expect a similar consideration in this matter.

I don't think it's unreasonable to ask for a little time to find suitable housing, especially since there are empty units in the building. I don't believe that waiting a short period would significantly impact a large corporation.

I believe resolving matters amicably is better than fighting in court. I know you're an attorney, but I think we can work together to address the issues at hand. I'm asking for a little patience as we seek a solution.

Additionally, I want to clarify that I don't believe I filed late. I'm not an attorney, and I'm not from here. I filed on time and made every effort to comply with legal requirements. In my eviction answer, I did ask for discovery. Your attorney mentioned that my responses were not clear and were all over the place, so after receiving her feedback, I filed the discovery and amended complaint point by point to ensure clarity and avoid misunderstandings.

We've been through a lot, and I want my rights to be heard and protected. I believe that with a clear, direct conversation, we can potentially reach mutually beneficial solutions that address our current situations. It might be possible to resolve issues if we can find common ground. I'm open to considering all options and proposals, and I'm hopeful we can reach an agreement that satisfies both parties. By working together, we might be able to find solutions that make it easier for both sides to move forward without further legal entanglements.

Looking forward to your response.

Best,
Sandra
Sent from my iPhone

On Jul 26, 2024, at 3:25 PM, Ted Papadopoulos <ted@ampslaw.com> wrote:

Hello Ms/Mrs Fernandez,

Hello Maria Fernandez

On the 20th of May 2024, I received your letter regarding my tenancy.

I am sorry to hear that you are

struggling

with

looking forward to your response.

I am open to further legal engagements

together, we might be able to find solutions that make it easier for both sides to move

forward. We can reach an agreement that satisfies both parties. By working

we can find common ground. I'm open to considering all options and proposals, and

solutions that address our current situation. It might be possible to resolve issues if

that with a clear, direct conversation, we can potentially reach mutually beneficial

agreements. We've been through a lot, and I want my rights to be heard and protected. I believe

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would significantly impact a large corporation.

since there are empty units in the building, I don't believe that waiting a short period

I don't think it's unreasonable to ask for a little time to find suitable housing, especially

expect a similar consideration in this matter.

AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release ("Agreement") is made and entered into this 11th day of January 2024, by and between Marina Bay Residences, LLC (hereinafter "Owner") the owner of the property located at [REDACTED] MA 02171 and known as "Meriel Marina Bay" (hereinafter "Property"), and [REDACTED] (hereinafter the "Tenant(s)"), the tenant(s) of 550 Victory Rd. Apt. 301, [REDACTED] MA (hereinafter "Premises"), which Premises is located at the Property.

WITNESSETH THAT

WHEREAS, the Tenant(s) currently reside(s) at the Premises pursuant to a written Lease Agreement (hereinafter "Lease") that commenced June 17th, 2023 and is set to expire on June 16th, 2024 ;

WHEREAS, the Tenant(s) has (have) complained about certain conditions, which issues the Owner believes it has addressed and responded to promptly and properly with open communication and prior concessions/rent credits applied to the tenant ledger ("Dispute");

WHEREAS, as a result of the Dispute, the Tenant(s) has/have requested that they be permitted to vacate the Premises and terminate the Lease prior to the Lease end date, and that they not be responsible for any buy-out and/or further rent(s)/other charges due per the Lease;

WHEREAS, the Owner is willing to permit the Tenant(s) to vacate and terminate their Lease early, pursuant to specific terms and conditions as provided herein; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements mentioned herein, both the Tenant(s) and Owner (hereinafter the "Parties") hereto agree as follows:

- 1) Tenant(s) shall voluntarily vacate the Premises, leaving the same in broom clean condition (normal wear and tear excepted), removing all personal property, and returning all keys to management by 11:59 p.m on March 11th, 2024, (hereinafter "Vacate Date"). Any items remaining in the Premises after the Tenant(s) vacate(s) may be deemed abandoned by the Owner, and disposed of in a manner that the Owner sees fit without liability. The Owner will handle/return the security deposit of \$ 0.00 pursuant to Massachusetts law (M.G.L. c. 186, § 15B). Tenants to provide a forwarding address in regard to the same.
- 2) So long as the Tenant(s) comply/complies with all of the foregoing provisions the Parties agree that the Lease between the Parties shall be deemed null, void, and of no further legal effect as of the Vacate Date. For clarity, no concession payback, early termination charges, or any other amount(s) per the lease – except for damage beyond normal wear and tear (if any) – shall be due from Tenant(s).
- 3) In consideration of the promises and agreements contained herein, Tenant(s) do/does hereby release, remise, and forever discharge Owner, its agents (including but not limited to, Bozzuto Management), employees, insurers, attorneys, managers and assigns, from

to be used in any way, and the use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license.

2) The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license.

3) The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license.

4) The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license.

5) The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license. The use of the same shall be subject to the terms and conditions of the license.

WITNESSETH THAT

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WITNESSETH THAT

and against all claims, causes of action, damages, or otherwise which Tenant(s) now has/have against same, from the beginning of the world through this dates, known or unknown, to the fullest extent permitted by law, including without limitation any and all claims related to the Lease, potential conditions and/or concerns related to the Premises/Property and/or otherwise regarding their tenancy. Tenant(s) agree(s) that this Agreement shall supersede and waive any and all (un)known potential class-related claim(s).

- 4) Upon the Tenant(s)'s full compliance with the terms herein, the Owner does hereby release, remise, and forever discharge Tenant(s), their agents, representatives, servants, employees, successors, and assigns from and against all claims, causes of action, damages otherwise known or unknown, to the fullest extent permitted by law, including without limitation any and all claims related to the Lease and the Premises.
- 5) In the event Tenant(s) fails to comply with any provisions of this Agreement, the provisions of Paragraph 2 shall be void and of no further legal effect, and the Tenant(s) shall remain liable for all rent which may accrue until the Premise is relet or the expiration of the lease term, whichever occurs first, as well as any and all other damages/claims pursuant to the Lease. In addition, the Tenant(s) further understand(s) that the Owner is relying on the Tenant(s)'s agreement to vacate on the Vacate Date and may enter into further agreements with third parties in relation to the Premises. Therefore, this Agreement will be strictly construed, and the Vacate Date may not be extended.
- 6) The parties agree that this Agreement is a full and complete understanding among the parties, and supersedes all prior communications and agreements among the parties as this Agreement is a complete and exclusive statement of the terms of the Agreement between the Parties with respect to the Dispute, Lease and/or otherwise related to the tenancy at the Premises/Property.
- 7) CONFIDENTIALITY and NON-DISPARAGEMENT: Tenant(s) and Owner hereby agree that neither they nor their attorneys nor their representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms or provisions of this Agreement, except as necessary for tax or personal financial purposes or as otherwise required by law. Furthermore, the Parties agree not to post online or on any other medium any negative comments about the other, their respective agents, employees, attorneys, successors, heirs, and/or assigns, and to remove any such negative postings (if any) that may predate this Agreement within twenty-four (24) hours of receiving a written request (email suffices) from the other party requesting removal. The party seeking removal may determine in their sole discretion if a posting is negative. Failure to abide by the terms of this Confidentiality / Non-Disparagement paragraph shall constitute a material breach of the Agreement.

- 8) In the event that either party commences any action or proceedings against the other which is deemed to have been released by this Agreement, the prevailing party shall be entitled to their reasonable attorney's fees and costs incurred in relation to such action.
- 9) If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, legislative or regulatory action, then such provision shall be severed and shall be inoperative, and, to the extent permitted and possible, the invalid or unenforceable provision or term shall be deemed replaced by a provision or term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable provision or term, while all other provisions and terms remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.
- 10) This Agreement shall be construed according to and governed by the laws of the Commonwealth of Massachusetts.
- 11) The Parties to this Agreement represent and warrant that each possesses the full and complete authority to agree as herein provided, and fully represent and warrant that each has the full and complete authority to execute this Agreement. Both Parties have reviewed the Agreement carefully, have had the opportunity to have it reviewed by counsel, and have executed this Agreement voluntarily and with full knowledge of its contents.
- 12) This Agreement may be executed in separate counterparts and/or by facsimile. Any facsimile pages and/or copies shall have the same effect as the originals.
- 13) Any changes to this Agreement will only be valid if made in writing and signed by both parties.

SIGNED AS A SEALED INSTRUMENT THIS

 024

Owner, by its duly Authorized agent,

Tenant(s),

Name:

✓

Owner of the only/solely owned asset

Trustee

SIGNED AND DELIVERED INSTRUMENT THIS

_____ day of _____, 20____, at _____, State of _____, the undersigned parties to this Agreement have agreed to make in writing and signed by both

parties hereto and of copies shall have the same effect as the originals.

13. This Agreement shall be executed in separate counterparts which when taken together shall constitute the entire agreement between the parties.

14. The parties to this Agreement acknowledge and warrant that each possesses the full and complete authority to enter into, execute and deliver this Agreement, and each warrants that each is duly qualified to enter into, execute and deliver this Agreement.

15. This Agreement shall be governed according to the laws of the State of _____.

16. This Agreement shall remain enforceable and binding on the parties hereto, and all other provisions and terms herein shall be enforceable. The intention of this clause is to express the intention of each party to enforceable provisions of or with shall be deemed satisfied by a provision of law that is valid and enforceable and enforceable, and to the extent permitted and possible, the intent of enforceable provision shall be deemed satisfied. If any provision of this Agreement is held invalid or unenforceable in a judicial proceeding, the remainder of this Agreement shall remain enforceable and binding on the parties hereto, and the court shall be deemed to have been satisfied by this Agreement, the binding shall be deemed to be the full and complete satisfaction of the intent of the parties hereto.