

HOUSING COURT DEPARTMENT

MetroSouth Division

Docket no: 24H82SP01628

County: CANTON

Plaintiff(s): MARINA BAY RESIDENCES, LLC

vs.

Defendant(s): SANDRA FERNANDEZ DE VILLALBA CENCIO FROMNER

METRO SOUTH
HOUSING COURT

2024 JUL 23 A 10:55

MOTION

I, SANDRA FERNANDEZ, the undersigned, hereby move this honorable Court to

DEFENDANT'S MOTION TO AHEAD COSTERCLAIMS
ATTACHED

In support of this motion I provide the following information:

DEFENDANT'S MOTION TO AHEAD
COSTERCLAIMS ATTACHED

☐ I gave a copy of this motion to _____ on _____

Signature

SANDRA FERNANDEZ

Printed Name

Phone

617-806-6566

SANDRAVA14@YAHOO.COM

E-mail

Date:

07/23/2024

The court rules and orders as follows:

So Ordered: _____

Date: _____

Defendant's Amended Counterclaims

**COMMONWEALTH OF MASSACHUSETTS METRO SOUTH HOUSING COURT - CANTON
SESSION**

Plaintiff: Marina Bay Residences, LLC

v.

Defendant: Sandra Fernandez de Villavicencio Frommer

Case No. 24H82SP01628

DEFENDANT'S MOTION TO AMEND COUNTERCLAIMS

Now comes the Defendant, Sandra Fernandez de Villavicencio Frommer, on behalf of herself and her minor son, Kenzo Fernandez de Villavicencio, and hereby respectfully moves this Honorable Court to allow the amendment of her counterclaims to include additional claims and to add Delaney Barrett, Bozzuto Management Co., Marina Bay Residences, LLC, Leah Cataldo, Michael Lindsay, and the involved attorneys as counter-defendants, as detailed below:

Explanation and Apology:

I, Sandra Fernandez, respectfully request the court's understanding as I navigate this process as a pro se litigant. I previously requested an extension to ensure my counterclaims were comprehensive and accurate, recognizing my lack of legal training and potential for oversight. Despite my efforts, some critical aspects were omitted, and I now seek to amend my counterclaims to include these crucial points without waiving any rights in the ongoing class action lawsuit.

Legal Basis for Counterclaims:

The counterclaims detailed herein do not overlap with the claims filed in the class action lawsuit nor the G.L. c. 93A claims. These counterclaims focus specifically on the breach of privacy and injury to my son, Kenzo, resulting from the actions of the Plaintiff and their representatives.

1. Violation of Privacy in Motion to Dismiss Delaney Barrett

a. The Plaintiff, along with their attorneys, breached the privacy of the Defendant's minor son, Kenzo, by sharing the Defendant's lease publicly in the class action lawsuit. This document included Kenzo's full name, address, unit number, car plates, and car type, exposing him to potential harm and unwarranted attention. This breach of privacy has caused significant emotional distress and anxiety for both Kenzo and the Defendant, knowing that Kenzo's private information has been publicly disclosed.

b. At the time, the Defendant had a harassment prevention order against an individual not related to the Plaintiff. The public disclosure of this information could have potentially put the Defendant and Kenzo in significant danger, as the individual subject to the harassment prevention order could access this information and still can.

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METRO SOUTH
HOUSING COURT

c. The same attorneys are fighting to keep discovery private from tenants, public interest, and potential other buildings with hazards, yet they are publicly sharing private information about a minor. This contradiction underscores the Plaintiff's and their attorneys' unethical practices.

d. As attorneys, they should have known the importance of redacting the filings in a lawsuit. Redacting the name of a minor should have been done by these attorneys before filing it. They did this purposefully to publicly expose our names, to coerce, retaliate, and scare us. This action shows the nature of their tactics and the type of people they are.

e. The Defendant asserts counterclaims against the following Bozzuto attorneys for their involvement in filing the motion to dismiss Delaney Barrett, leading to the breach of Kenzo's privacy:

- Attorney Ted Papadopoulos, Amps Law P.C.
- Attorney Gregory P. Sapire, Esq.
- Attorney Kate Moran Carter, Esq.
- Attorney Raj Aujla, Esq.
- Attorney Daniel P. Dain, Esq.
- Attorney James Bragdon, Esq.
- Attorney Sangeetha Kannan, Esq.

f. The Defendant also asserts counterclaims against Delaney Barrett for her direct involvement in sharing Kenzo's information in the motion to dismiss.

g. The Defendant further asserts counterclaims against Bozzuto Management Co. and Marina Bay Residences LLC for their roles and responsibilities in supervising their employees and ensuring the privacy and safety of their tenants, including Kenzo.

h. These counterclaims include, but are not limited to, the following violations:

- Violation of the Massachusetts Privacy Act (M.G.L. c. 214, § 1B): Protects individuals from unreasonable, substantial, or serious interference with their privacy.
- Violation of Massachusetts General Laws on the Protection of Minors (M.G.L. c. 66A): Safeguards the privacy and protection of minors, prohibiting the unauthorized dissemination of their personal information.
- Violation of Federal Privacy Laws: Including the Children's Online Privacy Protection Act (COPPA), which restricts the collection and dissemination of personal information about minors without parental consent.
- Neglect and Intentional Infliction of Emotional Distress: By failing to protect Kenzo's privacy, the Plaintiff, their attorneys, and their management companies neglected their duty of care towards a minor, causing significant emotional distress.
- Potential Criminal Charges: The unauthorized dissemination of Kenzo's personal information may constitute criminal conduct under Massachusetts and federal law, including identity theft (M.G.L. c. 266, § 37E).

i. The Defendant requests that the housing court order the removal of Kenzo's personal information from the class action lawsuit documents in Superior Norfolk Court to protect his privacy and safety.

j. The Defendant requests that the court consider imposing fines on the involved attorneys and reporting them to the Board of Bar Overseers for their breach of privacy and unethical conduct. Some of these attorneys are not Massachusetts-based and practice in Delaware and Texas; therefore, the Board of Overseers in their respective states should be informed. These actions

could potentially lead to disciplinary measures, including the suspension or revocation of their licenses to practice law.

k. The Defendant requests that the court consider referring the matter to the appropriate authorities for potential criminal charges related to the unauthorized dissemination of Kenzo's personal information.

2. Negligence and Endangerment of Health by Leah Cataldo, Michael Lindsay, and Delaney Barrett

a. The Defendant asserts counterclaims against Leah Cataldo, Michael Lindsay, and Delaney Barrett for endangering the health of her minor son, Kenzo, by denying the presence of mold despite clear evidence. All three individuals were aware of Kenzo's health issues related to mold exposure and continued to provide false assurances, thereby putting his health at serious risk. This constitutes negligence and a breach of their duty of care towards a minor.

b. The Defendant further asserts counterclaims against Bozzuto Management Co. and Marina Bay Residences LLC for their roles and responsibilities in supervising their employees and ensuring the safety and health of their tenants, including Kenzo.

c. Specific laws breached include:

- Negligence and Gross Negligence: Failure to take proper care in doing something, resulting in damage or injury to Kenzo.
- Reckless Endangerment of a Child (M.G.L. c. 265, § 13K): Creating a substantial risk of serious bodily injury or sexual abuse to a child.
- Violation of Massachusetts General Laws Chapter 111, Section 127L: Duties of landlords to provide safe and habitable living conditions.
- Violation of Massachusetts General Laws Chapter 119, Section 51A: Mandates the protection of children from neglect and abuse, including safeguarding their personal information and health.
- Infliction of Personal Injury and Health Issues: Including respiratory problems, compromised immune system, and related medical conditions due to mold exposure.

3. Breach of Fiduciary Duty

a. The Defendant asserts counterclaims against Bozzuto Management Co. and Marina Bay Residences, LLC for breach of fiduciary duty by failing to act responsibly in relation to the injuries sustained by Kenzo from mold exposure and the failure to provide a safe living environment.

4. Retaliation, Coercion, and Intimidation

a. The Defendant asserts that the eviction proceedings are being used as a tactic to coerce her and her co-plaintiffs into signing a confidentiality agreement and dismissing Delaney Barrett from the class action lawsuit. The Plaintiff has explicitly linked the provision of discovery materials in the class action lawsuit to the signing of this agreement, which aims to prevent the truth from coming out and to avoid public scrutiny.

b. The Plaintiff's actions are aimed at avoiding negative publicity and preventing tenants from sharing their experiences and reviews on platforms such as Google and Yelp, which are in the public interest. The Defendant believes this is a direct attempt to suppress tenant rights and manipulate the legal process for the Plaintiff's benefit.

c. The Plaintiff has been using the lack of enforcement and filing of violations by the health department to their advantage, despite visible mold and certified mold tests provided by tenants, including the Defendant. The health department has consistently failed to file violations, and this failure has been used by the Plaintiff, including their legal representative Ted Papadopoulos, to dismiss tenant complaints and avoid accountability.

d. The health department has even threatened tenants with criminal court actions and fines up to \$500 a day for filing complaints, creating a hostile environment that discourages tenants from seeking help. The Defendant and other tenants have contacted higher authorities, including the Massachusetts Health Department, state representatives, council members, and the mayor of Quincy, seeking assistance and advocating for the introduction of a mold law in Massachusetts.

e. Marina Bay Residences LLC (owned by Hines, a \$96 billion company) has a public lawsuit against Callahan in the Norfolk Superior Court due to many issues raised in the class action and this counterclaim. This lawsuit highlights the systemic problems within the property and management.

5. Claims for Relief

WHEREFORE, the Defendant, Sandra Fernandez de Villavicencio Frommer, respectfully requests that this Honorable Court:

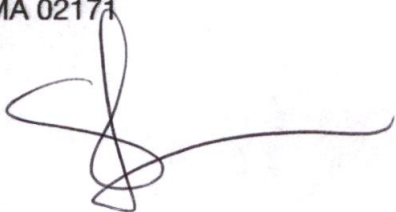
1. Allow the amendment of the counterclaims to include the additional claims detailed above.
2. Dismiss the Plaintiff's Complaint for Eviction with prejudice.
3. Issue an order enjoining the Plaintiff from engaging in further retaliatory actions against the Defendant.
4. Impose fines and report the involved attorneys to the Board of Bar Overseers for their breach of privacy and unethical conduct.
5. Grant punitive damages for the intentional infliction of emotional distress caused by the Plaintiff's actions.
6. Award damages for the negligence and gross negligence that led to Kenzo's health issues.
7. Award damages for the violation of privacy laws, including G.L. c. 214, § 1B, and M.G.L. c. 66A.
8. Grant injunctive relief to prevent further retaliation and coercion by the Plaintiff.
9. Award damages for the negligent infliction of emotional distress caused by the Plaintiff's actions.
10. Assist in obtaining discovery relevant to the eviction case without waiving the Defendant's rights in the class action lawsuit.
11. Grant such other and further relief as the Court deems just and proper.

Conclusion

The Defendant, Sandra Fernandez de Villavicencio Frommer, apologizes for any errors or omissions in the original filing of her counterclaims. As a pro se litigant, she has made every effort to comply with legal requirements and deadlines, recognizing her lack of formal legal training. She respectfully requests that the Court allow these amendments to ensure a complete and fair adjudication of the issues, without waiving any rights in the ongoing class action lawsuit.

Respectfully submitted,

Sandra Fernandez de Villavicencio Frommer
550 Victory Road Apt 339
Quincy, MA 02171

A handwritten signature in dark ink, featuring a large, stylized loop on the left and a long, horizontal stroke extending to the right.

②
Affidavit of Sandra Fernandez de Villavicencio Frommer

**COMMONWEALTH OF MASSACHUSETTS METRO SOUTH HOUSING COURT - CANTON
SESSION**

Plaintiff: Marina Bay Residences, LLC

v.

Defendant: Sandra Fernandez de Villavicencio Frommer

Case No. 24H82SP01628

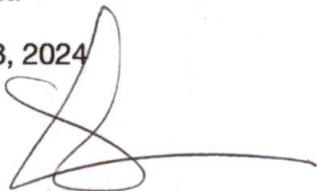
AFFIDAVIT OF SANDRA FERNANDEZ DE VILLAVICENCIO FROMMER

I, Sandra Fernandez de Villavicencio Frommer, being duly sworn, depose and say:

1. I am the Defendant in the above-captioned matter.
2. I am filing this affidavit in support of my Motion to Amend Counterclaims.
3. I am representing myself as a pro se litigant in this matter.
4. I previously requested an extension to ensure my counterclaims were comprehensive and accurate, recognizing my lack of legal training and potential for oversight.
5. Despite my efforts, some critical aspects were omitted, and I now seek to amend my counterclaims to include these crucial points without waiving any rights in the ongoing class action lawsuit.
6. The counterclaims detailed in the amended motion do not overlap with the claims filed in the class action lawsuit nor the G.L. c. 93A claims. These counterclaims focus specifically on the breach of privacy and injury to my son, Kenzo, resulting from the actions of the Plaintiff and their representatives.
7. I respectfully request that the Court allow these amendments to ensure a complete and fair adjudication of the issues, without waiving any rights in the ongoing class action lawsuit.

Date: July 23, 2024

Signature:



Sandra Fernandez de Villavicencio Frommer
550 Victory Road Apt 339
Quincy, MA 02171

Docketed 12/19/23

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT DEPARTMENT
Civil Action No. 2382CV00389

DANY ABOUELKHIER and all other
similarly situated,

Plaintiff,

vs.

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

Defendants

2024 JUL 23 A 10:55

METRO SOUTH
HOUSING COURT

**MEMORANDUM IN SUPPORT OF
DEFENDANT'S, DELANEY BARRETT'S, MOTION TO DISMISS**

The Defendant, Delaney Barrett, by and through her attorneys, hereby submits this memorandum in support of her Motion to Dismiss. For the reasons described below, Plaintiff's First Amended Class Action Complaint (the "Complaint") should be dismissed in its entirety as against Ms. Barrett.

SUMMARY OF ALLEGATIONS

Plaintiff filed this putative class action suit against all Defendants on May 5, 2023. The Plaintiff is a current tenant of Meriel Marina Bay, a 352-unit luxury apartment building located in Quincy, Massachusetts ("Property"). Plaintiff alleges that starting in 2018, Defendants discovered water intrusion in various areas of the building, and that the water caused structural damage and microbial growth. Complaint, ¶ 19-20. In November 2022, Plaintiff alleges, Defendants began repairs to remediate the damage from the water intrusion. Complaint, ¶ 34. Plaintiff alleges that

CONFIDENTIAL

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

ALBUQUERQUE, NEW MEXICO

REPORT OF SPECIAL AGENT
IN CHARGE, ALBUQUERQUE, NEW MEXICO
TO DIRECTOR, FBI

CONFIDENTIAL

MEMORANDUM FOR THE DIRECTOR, FBI
RE: ALBUQUERQUE, NEW MEXICO

The Albuquerque, New Mexico, office of the Federal Bureau of Investigation is reporting that it has received information from a confidential source that a person or persons are planning to commit an act of sabotage against the United States government in the near future. The source has provided no further details at this time.

Very truly yours,
Special Agent in Charge

SUMMARY OF FACTS

Plaintiff filed this suit to obtain an injunction against the defendant, et al., to prevent the defendant from committing an act of sabotage against the United States government. The complaint alleges that the defendant has conspired with others to commit such an act. The complaint also alleges that the defendant has obtained and is using stolen property for the purpose of carrying out the act of sabotage. The complaint further alleges that the defendant has threatened to commit such an act in the future. The complaint seeks an injunction to prevent the defendant from committing such an act, and also seeks damages and costs.

Respectfully submitted,

DELANEY BARRETT

By her attorneys,

/s/ Ted Papadopoulos

Ted Papadopoulos

ted@ampslaw.com

AMPS Law, P.C.

304 Cambridge Road, Suite 440

Woburn, MA 01801

P: (781) 756-6600

F: (888) 756-6680

/s/ James Bragdon

James Bragdon

jbragdon@gejlaw.com

Sangeetha Kannan

skannan@gejlaw.com

Application for Admission Pro Hac Vice Forthcoming

Gallagher Evelius & Jones LLP

218 N. Charles Street, Suite 400

Baltimore, MD 21201

P: (410) 727-7702

F: (410) 468-2786

APARTMENT LEASE CONTRACT



Date of Lease Contract: March 17, 2023
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In—General Information

1. **PARTIES.** This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract):

Ahmed Naguib, Dany Abouelkhier, Sandra Fernandez de Villavicencio Frommer

and us, the owner: Marina Bay Residences, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. S339 at 550 Victory Road

(street address) in

Quincy

02171

(city), Massachusetts. (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors) in interest or assigns. Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached. Unless otherwise agreed to by both parties in writing, all residents listed shall use the apartment as their primary residence during the term of the Lease.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants who are under 18 and not required to sign the Lease):

Kenzo Fernandez de Villavicencio

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 1st day of December, 2022, and ends at 11:59 p.m. the 31st day of May, 2024.

Renewal. Unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of the initial term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of the initial term, this Lease Contract will automatically renew on (check one):

☒ a month-to-month basis ("Extended Term"), terminable upon thirty (30) days written notice as required by paragraph 38 (Move-Out Notice). The monthly rental rate for any Extended Term will be the market rate (as indicated in the renewal offer that we provide to you) for a comparable apartment in the development plus a month-to-month premium of 600.00

☐ successive terms of _____ months ("Extended Term"), unless the landlord serves a notice of non-renewal at least thirty (30) days prior to the expiration of any successive term, OR the tenant serves a notice to vacate at least sixty (60) days prior to the expiration of any successive term. The monthly rental rate for the Extended Term will be the market rate (as indicated in the renewal offer that we provide to you) for a comparable apartment in the development plus a month-to-month premium of _____.

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____, due on or before the date this Lease Contract is signed. If we request the last month's rent from you along with the security deposit, we will comply with the requirements of G.L. c. 186 § 15B (2). See paragraphs 43 (Security Deposit, Deductions and Other Charges) and 44 (Deposit Return, Surrender and Abandonment) for security deposit return information.

5. **KEYS.** You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

☐ (check if applicable) Each person who is 18 years of age or older AND listed as a resident on the lease will be given a FOB for access to the building and amenities, at no cost to use during his or her tenancy. If the FOB is lost, stolen or damaged a fee will be charged for a replacement. If the FOB is not returned or is returned damaged when you move out, there may be a deduction from the security deposit or damage charge for the replacement and/or repair of same.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 3610.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or
☐ at our online payment site, or
☐ at Rent Drop Box

Prorated rent of \$ _____ is due for the remainder of the partial month of the Lease Term upon execution of this Apartment Lease Contract. Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, you hereby authorize us to convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before thirty (30) days after the first (1st) day of the month, you'll pay a late charge. Your late charge will be (check one) ☐ a flat rate of \$ 125.00 or ☐ _____ % of your current monthly rent as stated in paragraph 6 of this Lease Contract. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. Notwithstanding any memo or reference on payments remitted by you, we may, but are not required to, apply payments by you to the oldest outstanding amount(s) due on your resident ledger. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

Resident or Residents (all sign below)

Ahmed Nazuib

Dany Abouelkhier

Sandra Fernandez de Villavicencio Frommer

*If this document is electronically signed by resident, the email address used for e-signature shall be utilized to return a counter-signed Lease. Resident acknowledges that they are responsible for viewing/storing/printing the counter-signed lease through the residential portal, attached to the email or otherwise electronically forwarded to resident's account.

Owner or Owner's Representative (signing on behalf of owner)

Delaney Barrett

Address and phone number of owner's representative for notice purposes:

552 Victory Road

Quincy, MA 02171

(617) 459-4040

Name and address of locator service (if applicable)

in no event shall any of the provisions of this Lease indemnify, release, or otherwise excuse us from liability arising out of any mistake, fault, negligence or other misconduct of the landlord.

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)

No more than () Parking Permits shall be issued to any
insert additional parking permit rules 1 per leaseholder

Parking Space(s):

Assigned parking space(s) 1 Unassigned
Monthly rent for parking space \$75.00

Enclosed Individual Parking Garage(s) or Carport(s):

Assigned garage(s)/carport(s): N/A
Monthly rent for enclosed garage/carport: \$0.00
Security deposit for enclosed garage/carport: \$0.00

Vehicle(s) Information

Vehicle 1. Make: VW Model: Mini Copper S State: MA Year: 2017

Tag Number: 1SWM86 Color: Grey Permit Number: _____

Vehicle 2. Make: _____ Model: _____ State: _____ Year: _____

Tag Number: _____ Color: _____ Permit Number: _____

Vehicle 3. Make: _____ Model: _____ State: _____ Year: _____

Tag Number: _____ Color: _____ Permit Number: _____

Visitor Parking Permit(s):

_____ \$ _____

Management reserves the right, in its sole discretion, not to issue Visitor Parking Permits to visitors who have previously violated Community Policies and Procedures and/or the community parking rules.

TOWING

Resident agrees that Owner is not liable for damages related to the towing of any vehicle nor for any consequential damages which may be incurred as a result of said towing.

STORAGE

In the event Management provides storage lockers or units ("Lockers") on the Property to accommodate Residents in the storage of personal property, the use of said storage lockers shall be subject to the terms and conditions that Management prescribes. Management makes no representations or warranties regarding the security of the storage lockers. Management shall not be liable for any damages to Resident's property kept in the storage lockers.

Lockers are rented on a ☒ month to month ☐ yearly basis. Month-to-month Locker rentals can be terminated on thirty (30) days' written notice. Upon termination, Resident agrees to empty the Locker of all personal property. Resident agrees not to store items that are dangerous or detrimental to the life or health of residents or safety of the property including flammable items such as straw, cotton, paper stock, or rags or perishable items. Resident agrees not to make any improvements or alterations to the Locker without prior written consent. **RESIDENTS STORE ALL PROPERTY IN THE LOCKER AT THEIR SOLE RISK AND OWNER SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS TO SAID PROPERTY.** As allowed by law, all items in the Locker will be deemed abandoned if not removed within ten (10) days after termination of Resident's rental of the Locker or after termination of Resident's occupancy of the apartment,