

*LAW OFFICES OF
GRANT B. HECHT*
1443 Beacon Street, Suite 514
Brookline, MA 02446
Phone: (617) 487-5801

March 31, 2026

VIA EFILE
Clerk-Summary Process
Metro South Housing Court
35 Shawmut Road
Canton, MA 02021

RE: Lenox Farms Limited Partnership v. Kassem et al
Docket # 24H82SP03575

Dear Sir/Madam:

Enclosed please find the Defendant Mohamed Kassem's proposed Trial Exhibits in the above entitled action.

Kindly file and docket the enclosed.

Thank you for your attention to this matter.

Very truly yours,



Grant B. Hecht

Enclosure
cc: Lisa Gouvea (via email)
Dany Abouelkhier (via email)

EXHIBIT A

000000111001110000110010000000100000100000000110000000010000000100000100000001100111000000%2C9

Current charges \$ 4,562.00
Deposits held \$ 0.00

Under Eviction

Miscellaneous Letters & notices Docs Follow-up **Activity**

Activity

Leasing		Notes
age..	S. Rulmyr	SHORT-TERM SUBLETTING OR RENTAL PROHIBITED generated for 2024-09 Lenox F.
age..	S. Rulmyr	ALL-IN-ONE UTILITY ADDENDUM generated for 2024-09 Lenox Farms Move In - Mo.
age..	S. Rulmyr	APARTMENT CONDITION CHECKLIST generated for 2024-09 Lenox Farms Move In -
age..	S. Rulmyr	MOLD INFORMATION AND PREVENTION ADDENDUM generated for 2024-09 Lenox
age..	S. Rulmyr	Cell Phone number for Mohamed Kassem has been changed from 8572474198 to (
age..	S. Rulmyr	2024-09 Lenox Farms Move In - Mohamed Kassem has been sent to Mohamed Kas.
age..	S. Rulmyr	Mohamed Kassem has completed electronic
	S. Wilson	Required deposit of \$750.00 deleted on 08/20/2024 - OCT 03/2024
age..	A. Admin	K Nicholson has completed electronic counter signatures on BED BUG ADDENDUM I
age..	S. Rulmyr	K Nicholson has completed electronic counter signatures on Camera Addendum, Gr
age..	S. Rulmyr	K Nicholson has completed electronic counter signatures on Camera Addendum, Gr
	M. Morice	Resident moved in for date 09/07/2024
	D. Truhanovitch	Sent via Bulk Email: September Balance Due at Lenox Farms
	D. Truhanovitch	Sent via Bulk Email: Lenox Farms- Oct. Balance Still Due
	M. Morice	Updated (857) 247-4198 to
	M. Morice	Updated sandrafrommer@gmail.com to mkassem0115@gmail.com
rm.	D. Truhanovitch	CD STATES TO HOLD OFF ON FILING FOR NONPAYMENT
	R. Conefrey	"Eviction Proceedings started" was selected

Page 4 of 5 1 2 3 4 5

Micros field test Custom fields

m has been sent to Mohamed Kassem at sandrafrommer@gmail.com for signature.

Under Eviction

Miscellaneous Letters & Notices Docs Follow-up **Activity**

Case No.	Case Title	Case Status	Case Description
2024-09-15	SHORT-TERM SUBLETTING OR RENTAL PROHIBITED	Completed	Generated for 2024-09 Lenoxx Farms Move In - MO-
2024-09-15	ALL-IN-ONE UTILITY ADDENDUM	Completed	Generated for 2024-09 Lenoxx Farms Move In - MO-
2024-09-15	APARTMENT CONDITION CHECKLIST	Completed	Generated for 2024-09 Lenoxx Farms Move In - MO-
2024-09-15	HOLD INFORMATION AND PREVENTION ADDENDUM	Completed	Generated for 2024-09 Lenoxx Farms Move In - MO-
2024-09-15	Cell phone number for Mohamed Kassem	Completed	Has been changed from 6572474195 to 6572474195
2024-09-15	Lenoxx Farms Move In - Mohamed Kassem	Completed	Has been sent to Mohamed Kassem
2024-09-15	Mohamed Kassem has completed electronic signature	Completed	2024-09 Lenoxx Farms Move In - Mohamed Kassem has been sent to Mohamed Kassem at sandrafornie@gmail.com for signature
2024-09-15	Required deposit of \$750.00 added on 08/27/2024	Completed	
2024-09-15	K Nicholson has completed electronic counter signature on BLED BUS ADDENDUM	Completed	
2024-09-15	K Nicholson has completed electronic counter signature on Camera Addendum	Completed	
2024-09-15	K Nicholson has completed electronic counter signature on Camera Addendum	Completed	
2024-09-15	Resident moved in for date 09/01/2024	Completed	
2024-09-15	D. Tran-ang-vich Sent via Bulk Email: September Balance Due at Lenoxx Farms	Completed	
2024-09-15	D. Tran-ang-vich Sent via Bulk Email: Lenoxx Farms Oct Balance Still Due	Completed	
2024-09-15	Updated (657) 247-4195 to	Completed	
2024-09-15	Updated sandrafornie@gmail.com to mkassem015@gmail.com	Completed	
2024-09-15	CD STATES TO HOLD OFF ON PAID FOR NONPAYMENT	Completed	
2024-09-15	*Election Proceedings started* was scheduled	Completed	

EXHIBIT B

Lenox Farms

Date	Activity	Consent	Notes
6/16/2024	Property web site guest card	House	Prospect contacted us via Property web site
6/21/2024	E-mail	House	Marketing email send: Specials
6/21/2024	E-mail	House	Marketing email send
6/23/2024	E-mail	House	Marketing email send: Custom series part 2
6/27/2024	E-mail	House	Marketing email send: Custom series part 3
6/28/2024	E-mail	House	Marketing email send: Specials
7/01/2024	E-mail	House	Marketing email send: Custom series part 4
7/01/2024	E-mail	House	Marketing email send: Custom series part 4
7/10/2024	E-mail	House	Marketing email send: Specials
7/17/2024	E-mail	House	Marketing email send: Specials
7/24/2024	E-mail	House	Marketing email send: Specials
7/31/2024	E-mail	House	Marketing email send: Specials
08/02/2024	Notes	House	08/02/2024 2:40 PM EST: UPDATED GUEST CARD. Updated NEW Preferences: Advertising Source: duckduckgo.com. NEW Prospect Comments: Client: init-proxy ACE: <p>Welcome to our website! Most questions are answered on our FAQ page-click the tab above! I can answer leasing questions and assist you with navigating our website. How may I help?</p> Client: What is your application process? ACE: <p>Its easy to apply, simply click sign in above to st (Cont.)
08/02/2024	Notes	House	UPDATED GUEST CARD (Cont.) art your application.</p><p>Click HERE for details. </p><p> </p><p>You can also text with a live agent during office hours. Text, 781-358-8688, and a team member will be happy to assist you. </p>I would like to get a few pieces of information from you so a leasing agent can follow up with you.</spa (Cont.)
08/02/2024	Notes	House	UPDATED GUEST CARD (Cont.) n> Whats your first name? Client: Contact Information Mohamed , Kassem , (617) 806-6566, sandrafrommer@gmail.com ACE: Thank you, a leasing agent will be in touch with you soon. What other information can I provide for you? Client: Lease coup ACE: How many bedrooms do you need?
08/09/2024	Submit	P. Screening	Application submitted from LGENIE
08/09/2024	Out Of Network Crim.	P. Screening	Out of Network(s) submitted for M Kassem. Select OON tab for details.
08/09/2024	Letter e-mailed	P. Screening	letter was emailed to applicant Mohamed Kassem.
08/09/2024	Online Leasing Agreement	A. Admin	Mohamed Kassem has electronically agreed to the Online Leasing Arbitration Agreement and Class Action Waiver on 08/08/2024 from 172.56.194.184 [OLL]
08/09/2024	Online Leasing Agreement	A. Admin	Mohamed Kassem has electronically agreed to the RealPage Terms of Use on 08/08/2024 from 172.56.194.184 [OLL]
08/09/2024	Quote	House	
08/09/2024	Online Leasing Agreement	A. Admin	Mohamed Kassem has electronically agreed to the OLL Terms and Conditions using Online Leasing on 08/08/2024 from 172.56.194.184 [OLL]
08/09/2024	Online Leasing Agreement	A. Admin	Mohamed Kassem has electronically agreed to the Application Agreement using Online Leasing on 08/08/2024 from 172.56.194.184 [OLL]
08/09/2024	Online Leasing reservation	A. Admin	Unit 905 was reserved via CrossFire Availability
08/09/2024	Decision	P. Screening	Conditional Provisional Approval was made.
08/09/2024	Online Leasing pre-qualify	A. Admin	Mohamed Kassem was screened via Online Leasing Responsive [OLL]
08/09/2024	General Note	A. Admin	Required deposit \$750.00 added on 08/09/2024 - DEPOSIT
08/09/2024	Leased	A. Admin	Prospect leased property (via an Online interface): Lenox Farms
08/09/2024	System Document	A. Admin	Updated Opt in for Email notifications from disabled to enabled
08/09/2024	Management Read Only	A. Admin	2024-09 Lenox Farms Move In - Mohamed Kassem was created on 08/09/2024 3:28:08 P
08/09/2024	Online Leasing pre-qualify	A. Admin	Mohamed Kassem Pets - NO [OLL]
08/09/2024	Management Read Only	A. Admin	BED BUG ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/09/2024	Document Management Read	A. Admin	Mohamed Kassem has completed electronic household signatures on BED BUG ADDENDUM in 2024-09 Lenox Farms Move In - Mohamed Kassem by Sign In Portal.

3/20/25, 12:14 PM

Date	Activity	Consultant	Notes
	Only		
08/12/2024	Out Of Network Crim.	A. Admin	Out of Network(s) returned. Select Out of Network tab for details.
08/12/2024	Letter e-mailed	A. Admin	letter was emailed to applicant Mohamed Kassem.
08/12/2024	Decision	A. Admin	Application auto-approved with conditions
08/14/2024	Edit Lease	S. Rulmyr	Lease agent changed from *unknown* to SRulmyr
08/14/2024	Lease Cancelled	S. Rulmyr	Lease cancelled on 08/14/2024, reason: Applicant(s) unresponsive
08/14/2024	System	S. Rulmyr	Lease cancelled on 08/14/2024, reason: Applicant(s) unresponsive
08/14/2024	Text Conversation	S. Rulmyr	didn't complete plaid or provide 2nd ID
08/15/2024	Undo Cancel Reject	E. Merritt	Cancel reversed on 08/15/2024, reason: missing ID, emailed to give until Friday for ID.
08/15/2024	System	E. Merritt	Cancel reversed on 08/15/2024, reason: missing ID, emailed to give until Friday for ID.
08/21/2024	Document Management Read Only	S. Rulmyr	Camera Addendum, Rider 1 Insurance Addendum, Green Lease Addendum, Smart Home Addendum and Rhino Security Deposit Replacement Addendum generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	WATER/SEWER USAGE ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	NO-SMOKING ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	SATELLITE DISH OR ANTENNA ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	COMMUNITY POLICIES, RULES, & REGULATIONS generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	APARTMENT LEASE FORM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	REMOTE CONTROL, CARD OR CODE ACCESS GATE ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	LEASE CONTRACT BUY-OUT AGREEMENT generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	ADDITIONAL SPECIAL PROVISIONS generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	MASSACHUSETTS RENT AND SECURITY DEPOSIT generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	RENTER'S OR LIABILITY INSURANCE ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	ENCLOSED GARAGE ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	SHORT-TERM SUBLETTING OR RENTAL PROHIBITED generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	ALL-IN-ONE UTILITY ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	APARTMENT CONDITION CHECKLIST generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	MOLD INFORMATION AND PREVENTION ADDENDUM generated for 2024-09 Lenox Farms Move In - Mohamed Kassem
08/21/2024	Document Management Read Only	S. Rulmyr	Cell Phone number for Mohamed Kassem has been changed from 8572474198 to (857) 247-4198.
08/21/2024	Document Management Read Only	S. Rulmyr	2024-09 Lenox Farms Move In - Mohamed Kassem has been sent to Mohamed Kassem at sandrafrommer@gmail.com for signature.
08/22/2024	Document Management Read	S. Rulmyr	Mohamed Kassem has completed electronic household signatures on Camera Addendum, Green Lease Addendum, Rider 1 Insurance Addendum, Smart Home Addendum, Animal

https://udn.onesite.realpage.com/shell_cb/shellchild.htm?c=11110000001110011100001100100000001000001000000001100000000100000000100000...

EXHIBIT C

Subject: Fwd: Urgent: Lack of Response to My Emails and Lawyer's Communication
Date: Tuesday, March 31, 2026 at 10:04:27 AM Eastern Daylight Time
From: mkassem0115@gmail.com <mkassem0115@gmail.com>
To: gbh.granthachtlaw.com <gbh@granthachtlaw.com>
Attachments: MailMerge (2).doc

Begin forwarded message:

From: Mohamed Kassem <mkassem0115@gmail.com>
Date: January 7, 2025 at 1:05:50 PM EST
To: Lenox Farms <lenoxfarms@udr.com>, Erikamerritt@udr.com, RyanConelrey@udr.com, lenoxfarms@udr.com
Cc: lgouveia@slglegalgroup.com, Jeremy Robin <jtrobirlaw@yahoo.com>
Subject: Urgent: Lack of Response to My Emails and Lawyer's Communication

Dear Lenox Farms Management Team,

I am writing to express my utmost frustration with the lack of response to my repeated emails over the past month and to my lawyer's formal letter. Despite multiple attempts to address this matter, I have received no acknowledgment or resolution from your team.

It is unacceptable that my concerns and inquiries continue to be ignored while I receive numerous automated emails stating that maintenance requests (I never requested) have been completed—when, in reality, critical issues remain unresolved.

Furthermore, the disregard for my lawyer's communications, including his follow-up calls, is both unprofessional and irresponsible. I demand an immediate and comprehensive response to all my emails and to my lawyer's letter without further delay.

Failure to address this matter promptly will leave me with no choice but to escalate this issue further.

Sincerely,
M. Kassem

On Dec 9, 2024, at 5:07 PM, Lenox Farms <lenoxfarms@udr.com> wrote:

Hello Mohamed,

We are working on addressing the items listed in your previous email.

Attached is a notice of entry for this Thursday 12/12. This will also be delivered to the door.

Warmest Regards,

Erika Merritt
Lenox Farms Luxury Apartments & Town Homes
Copying to: Erika Merritt & Ryan Conelrey (UDR, Inc.)
Title: Property Manager
Phone: 800-444-4444
Fax: 800-444-4444
This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information

From: mkassem0115@gmail.com <mkassem0115@gmail.com>
Sent: Saturday, December 7, 2024 12:43 PM
To: Lenox Farms <lenoxfarms@udr.com>
Cc: Erika Merritt <erikamerritt@udr.com>, Lisa Gouveia <lgouveia@slglegalgroup.com>
Subject: Re: Clarification Needed on Lease and Correspondence

[WARNING: This message is from an EXTERNAL source]

Hello , i would like to get update on the email i sent on Friday .

Best
Mkasssem

On Dec 5, 2024, at 9:02 PM, MKASSEM0115@gmail.com wrote:

Dear Jennifer Minihan,

Thank you for providing the lease document last night. However, I noticed that the lease is for Apartment 905 instead of Apartment 201, and it is dated August 22nd. I have not received any email invitation to sign or confirmation of a signed lease from that date, nor did I receive a welcome letter.

Could you kindly clarify the following:

1. Which email address was used to send the lease documents for signature in August?
2. What platform was used to facilitate the signing of the lease document?
3. Which email address was the welcome letter sent to?

Your assistance in resolving this matter is greatly appreciated, and I look forward to your prompt response.

Best regards,
Mohamed Kassem

On Dec 5, 2024, at 5:52 PM, Lenox Farms <lenoxfarms@udr.com> wrote:

Hi Mohamed,

Please find a copy of your lease attached.

Warmest Regards,

Jennifer Minihan - Virtual Resident Services Manager
Lenox Farms Luxury Apartments & Town Homes

High-Speed Internet & Premium Cable TV are
Included in Rent
We are an Equal Opportunity Housing Provider
1113 - 14 Lenox Farm Blvd, #905
This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: mkassem0115@gmail.com <mkassem0115@gmail.com>
Sent: Thursday, December 5, 2024 12:59 PM
To: Lenox Farms <lenoxfarms@udr.com>
Cc: Mykey Morice <mmorice@udr.com>; Erika Merritt <erikamerritt@udr.com>
Subject: Re: Lenox Farms #905-Maintenance Access

[WARNING: This message is from an EXTERNAL source]

Hello team,
I would like to get a copy of the lease of apt 905.

Best

Mkassem

On Dec 3, 2024, at 1:13 PM, Lenox Farms (SendGrid) <lenoxfarms@apartment-properties.com> wrote:

Good Afternoon Mohamed,

Attached is the notice of our intent to access the apartment home for a maintenance inspection on Thursday, December 5th. We are also delivering this notice to the door of the apartment as notice to any parties occupying the home. While we acknowledge receipt of your request for us to not enter at this time, the significance of the maintenance issues that are being claimed require that we perform an appropriate inspection and review of those concerns timely. We cannot wait for the legal process to play out if emergency repairs are necessary to maintain appropriate building safety.

We will plan to assess these issues on Thursday morning. We will communicate updates to you after this review is done to understand if any subsequent work or access would be necessary. We appreciate your cooperation. If you have any additional questions about this entry, please let us know.

Thank you,
Ryan Conelrey
<905 letter for access.pdf>

<905 Lease 2024 - 2025.pdf>

Subject: Fwd: Clarification Needed on Lease and Correspondence
Date: Tuesday, March 31, 2026 at 10:02:57 AM Eastern Daylight Time
From: mkassem0115@gmail.com <mkassem0115@gmail.com>
To: gbh granthechtlaw.com <gbh@granthechtlaw.com>
Attachments: MailMerge (2).doc

Sent from my iPhone

Begin forwarded message:

From: mkassem0115@gmail.com
Date: December 11, 2024 at 12:25:01 PM EST
To: Lenox Farms <lenoxfarms@udr.com>
Cc: Lisa Gouveia <lgouveia@slglegalgroup.com>
Subject: Re: Clarification Needed on Lease and Correspondence

Hello , i would like to get updates asap, thanks .

On Dec 9, 2024, at 5:07 PM, Lenox Farms <lenoxfarms@udr.com> wrote:

Hello Mohamed,

We are working on addressing the items listed in your previous email.

Attached is a notice of entry for this Thursday 12/12. This will also be delivered to the door.

Warmest Regards,

Erika Merritt

Lenox Farms Luxury Apartments & Town Homes

Professionally Owned & Operated by UDR, Inc.

550 Liberty Street

Boston, Massachusetts 02184

T 781.543.2343 F 781.543.2442

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: mkassem0115@gmail.com <mkassem0115@gmail.com>
Sent: Saturday, December 7, 2024 12:43 PM

To: Lenox Farms <lenoxfarms@udr.com>
Cc: Erika Merritt <erikamerritt@udr.com>; Lisa Gouveia
<lgouveia@slglegalgroup.com>
Subject: Re: Clarification Needed on Lease and Correspondence

[WARNING: This message is from an EXTERNAL source]

Hello , i would like to get update on the email i sent on Friday .

Best
Mkassem

On Dec 5, 2024, at 9:02 PM, MKASSEM0115@gmail.com
wrote:

Dear Jennifer Minihan,

Thank you for providing the lease document last night.
However, I noticed that the lease is for Apartment 905
instead of Apartment 201, and it is dated August 22nd. I
have not received any email invitation to sign or
confirmation of a signed lease from that date, nor did I
receive a welcome letter.

Could you kindly clarify the following:

1. Which email address was used to send the lease documents for signature in August?
2. What platform was used to facilitate the signing of the lease document?
3. Which email address was the welcome letter sent to?

Your assistance in resolving this matter is greatly
appreciated, and I look forward to your prompt response.

Best regards,
Mohamed Kassem

On Dec 5, 2024, at 5:52 PM, Lenox Farms
<lenoxfarms@udr.com> wrote:

Hi Mohamed,

Please find a copy of your lease attached.

Warmest Regards,

**Jennifer Minihan - Virtual Resident
Services Manager
Lenox Farms Luxury Apartments & Town Homes**

Professionally Owned & Operated by UDR, Inc.
550 Liberty Street
Branford, Massachusetts 02104
T 781.843.8443 F 781.843.8442

This email message is for the sole use of the intended recipient(s)
and may contain confidential and privileged information.

From: mkassem0115@gmail.com
<mkassem0115@gmail.com>
Sent: Thursday, December 5, 2024 12:59 PM
To: Lenox Farms <lenoxfarms@udr.com>
Cc: Mykey Morice <mmorice@udr.com>;
Erika Merritt <erikamerritt@udr.com>
Subject: Re: Lenox Farms #905-Maintenance
Access

[WARNING: This message is from an EXTERNAL
source]

Hello team ,
I would like to get a copy of the lease of apt
905.

Best

Mkassem

On Dec 3, 2024, at 1:13 PM,
Lenox Farms (SendGrid)
<[lenoxfarms@apartment-
updates.com](mailto:lenoxfarms@apartment-
updates.com)> wrote:

Good Afternoon Mohamed,

Attached is the notice of our intent to access the apartment home for a maintenance inspection on Thursday, December 5th. We are also delivering this notice to the door of the apartment as notice to any parties occupying the home. While we acknowledge receipt of your request for us to not enter at this time, the significance of the maintenance issues that are being claimed require that we perform an appropriate inspection and review of those concerns timely. We cannot wait for the legal process to play out if emergency repairs are necessary to maintain appropriate building safety.

We will plan to assess these issues on Thursday morning. We will communicate updates to you after this review is done to understand if any subsequent work or access would be necessary. We appreciate your cooperation. If you have any additional questions about this entry, please let us know.

Thank you,

Ryan Conefrey

<905 letter for access.pdf>

<905 Lease 2024 - 2025.pdf>

EXHIBIT D

Lisa Gouveia

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, August 15, 2024 2:43 PM
To: Erika Merritt
Subject: Re: 905 Townhouse M. Kassem

[WARNING: This message is from an EXTERNAL source]

OK, I will let him know and make sure is all set and send you copy.

Sent from my iPhone

On Aug 15, 2024, at 12:34 PM, Erika Merritt <erikamerritt@udr.com> wrote:

Hi!

They have sent this to him a couple times, they need this to be completed as well

https://verify.plaid.com/verify/ldv_6zMr4othHKMQj8?key=367e05856990bb1cbf75a59593ba1be0

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, August 15, 2024 12:24 PM
To: Erika Merritt <erikamerritt@udr.com>
Subject: Re: 905 Townhouse M. Kassem

[WARNING: This message is from an EXTERNAL source]

What is the plaid link?

Sent from my iPhone

On Aug 15, 2024, at 12:15 PM, Erika Merritt <erikamerritt@udr.com> wrote:

Thank you, I think he also needs to complete the plaid link.

Best,

Erika Merritt

Community Director
UDR | Opening Doors to the Future
Lenox Farms and Ridge at Blue Hills

<image001.png>

<image002.png>

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, August 15, 2024 12:10 PM
To: Erika Merritt <erikamerritt@udr.com>
Subject: Re: 905 Townhouse M. Kassem

[WARNING: This message is from an EXTERNAL source]

Hi Erika,

I sent you in separate emails the license on both side and social security.
Please let me know if you are missing anything else so I can send it to you.

Thank you
Sent from my iPhone

On Aug 15, 2024, at 11:44 AM, Erika Merritt
<erikamerritt@udr.com> wrote:

Hi Sandra,

We need the following from M.Kassem

applicant only texted DL front, need plaid completed w/ 1 ID, and
front AND BACK copy of second government issued ID - 2 IDs total*

If we do not receive this by tomorrow, they unfortunately will need to
cancel the application.

Let me know if I can help in any way!

Erika Merritt
Community Director

UDR | Opening Doors to the Future
Lenox Farms and Ridge at Blue Hills

<image001.png>

<image002.png>

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Monday, August 12, 2024 8:52 AM
To: Erika Merritt <erikamerritt@udr.com>
Subject: 905 Townhouse M. Kassem

[WARNING: This message is from an EXTERNAL source]

Good morning Erika,

I did the application online Friday for the 905 townhouse, I tried to go through Rhino to pay for deposit and made new account with UDR resident portal when I try to pay deposit it says Error.

This is were I left things :

<image003.png>

<image004.png>

Sent from my iPhone

Lisa Gouveia

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, August 15, 2024 12:09 PM
To: Erika Merritt
Subject: M.Kassem license
Attachments: M Kassem license .pdf

[WARNING: This message is from an EXTERNAL source]

Sent from my iPhone

Sent from my iPhone

Lisa Gouveia

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, August 15, 2024 12:08 PM
To: Erika Merritt
Subject: Social Security M. Kassem
Attachments: Social .pdf

[WARNING: This message is from an EXTERNAL source]

Sent from my iPhone

From: [sandra frommer](#)
To: [Erika Merritt](#)
Subject: Re: Error UDR
Date: Thursday, August 22, 2024 5:39:20 PM
Attachments: [image0.png](#)
[image1.png](#)

[WARNING: This message is from an EXTERNAL source]

That's great Erika, thank you so much!

Lease is signed, we tried to fill out the info for the car and pay the deposit again but is not working still. Is there any other way we can make the payment?

 
Sent from my iPhone

On Aug 22, 2024, at 5:16 PM, Erika Merritt <erikamerritt@udr.com> wrote:

Hi Sandra,

We can only post a rental concession in one month, it does not allow us to split concessions.

As a customer service gesture for the inconveniences listed below, I can post a \$1500 concession for October 1st.

Erika Merritt
Community Director
UDR | Opening Doors to the Future
Lenox Farms and Ridge at Blue Hills

[<image001.png>](#)

[<image002.png>](#)

From: [sandra frommer <sandrafrommer@gmail.com>](#)
Sent: Thursday, August 22, 2024 5:13 PM
To: Erika Merritt <erikamerritt@udr.com>
Subject: Re: Error UDR

[WARNING: This message is from an EXTERNAL source]

Hi Erika,

Thank you for your response and the offer of a \$1000 rent concession to be applied on October 1st.

I wanted to bring to your attention that the initial move-in date was planned for October 5th. Due to the current situation, Mohammed will now have to pay double rent in September, as he is responsible for rent at both his current place and this new unit. Additionally, there is the added burden of paying a double deposit.

I also noticed that Lenox is currently offering \$1200 for new apartments. In light of this and the significant financial strain of paying double rent and a double deposit, would it be possible to extend the rent concession with an additional \$1000 for September and another \$1000 for October? This adjustment would greatly help alleviate these overlapping expenses.

Thank you for considering this request. I look forward to your response.

Best regards,
Sandra
Sent from my iPhone

On Aug 22, 2024, at 3:26 PM, Erika Merritt <erikamerritt@udr.com> wrote:

Hi Sandra,

We have had some residents confirm the app is down, please try back in a little bit.

Sorry for my delay, I was out yesterday and needed to connect with the Business Manager. Unfortunately, a new deposit must be paid.

I am able to offer \$1000 rent concession which will be applied October 1st.

Please let me know if there are any other questions.

Erika Merritt
Community Director
UDR | Opening Doors to the Future
Lenox Farms and Ridge at Blue Hills

[<image002.png>](#)

[<image003.png>](#)

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, August 22, 2024 1:40 PM
To: Mykey Morice <mmorice@udr.com>; Erika Merritt
<erikamerritt@udr.com>
Subject: Error UDR

[WARNING: This message is from an EXTERNAL source]

Hello Mykey and Erika,

I did not hear back about my deposit, the app is not working
neither.

Thank you

[<image001.png>](#)

Sent from my iPhone

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook



Re: Response to 14-Day Notice to Quit and Urgent Requests Regarding Unit Condition

From: sandra frommer <sandrafrommer@gmail.com>

Date: Wed 10/30/2024 11:59 AM

To: Lenox Farms <lenoxfarms@udr.com>

[WARNING: This message is from an EXTERNAL source]

Good morning Erika,

Thank you so much for your assistance.

That sounds perfect, just knowing the day is enough for someone to be present.

That will be awesome if he could reach out to me at my email or by phone at 617-806-6566?

Thank you!

Sent from my iPhone

On Oct 29, 2024, at 5:17 PM, Lenox Farms <lenoxfarms@udr.com> wrote:

Hello Sandra,

We have scheduled the assessment for Thursday between 9am-5pm. Typically the vendor is out in the earlier portion of the day but they cannot guarantee a certain time.

Ryan Conefrey is the district manager, we can have him reach out to you if you would like!

Warmest Regards,

Erika Merritt
Community Director

Lenox Farms Luxury Apartments & Town Homes

Professionally Owned & Operated by UDR, Inc

550 Liberty Street

Braintree, Massachusetts 02164

T 781.843.8443 F 781.843.8442

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: sandra frommer <sandrafrommer@gmail.com>

Sent: Tuesday, October 29, 2024 3:04 PM

<https://outlook.office.com/mail/lenoxfarms@udr.com/id/AAQkADRMZmU5ZTZjLWQzZGUINDFjYy05MGE3LWE4NzAwYTQyNmRkMQAQAObsboqJG...>

1/9

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook

To: Lenox Farms <lenoxfarms@udr.com>

Subject: Re: Response to 14-Day Notice to Quit and Urgent Requests Regarding Unit Condition

[WARNING: This message is from an EXTERNAL source]

Could you please send me the Regional Manager contact information ?

Thank you

Sent from my iPhone

On Oct 29, 2024, at 1:55 PM, sandra frommer <sandrafrommer@gmail.com> wrote:

Regarding the Wednesday appointment, please be advice we are not at the unit at all times.

Wednesday we will not be able to be there, it's possible to set it up for Thursday or Friday?

Sent from my iPhone

On Oct 29, 2024, at 1:05 PM, sandra frommer <sandrafrommer@gmail.com> wrote:

Dear Management,

Your recent claims about a minor being left unattended are not only false but also defamatory. He is a teenager to be correct. These statements need to be corrected immediately.

To clarify, the minor as you state was not left unattended. When pest control arrived, entered the unit, he informed them i was near by and would be back soon. They could have waited outside 2 mins for me to come back from the neighbors, which the "minor" called me immediately to inform me of pest control arrival, I came back right the way.

Entering the unit without permission was your mistake. Leaving a responsible teenager which is not alone for a couple of minutes is perfectly reasonable and lawful in Massachusetts.

How is it that you didn't call if you were so concerned at the time? Why you didn't email me? Clearly if you were concerned, it will be

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook

normal for you to contact me or Mohamed. We can agree that you were not concerned at all.

Why pest control entered the unit while clearly stated ONLY OUTSIDE? We expected them to knock that day, as I been waiting all day for them, but not enter the unit without proper permission as stated only outside.

Let's be clear: Massachusetts law does not impose a specific age restriction for leaving minors home alone but emphasizes that they shouldn't be left in situations that may endanger their health or safety. This was not the case here. Or are you suggesting that?

At his age, he is fully capable of being home or somewhere else alone for a short time without it being considered negligence or abandonment (I will add the law below for your information). He has an Apple Watch to contact me whenever needed and located at all times. You should understand that he is a responsible, independent child who can manage a few minutes alone while I run a quick errand or I'm at the neighbors house.

What are you accusing me of exactly? Are you accusing me of endangering the minor?

Are children not allowed to walk through the neighborhood by themselves neither? Because I see plenty ! Maybe you should start enforcing that. Having children running by themselves below 10 years old in a neighborhood that has gates open from 7 am until 7 pm can lead to accidents.

Please inform me of your laws within the property? You seem to have a lot of restrictions everytime an issue is arise within the unit.

Moreover, you previously stated that only individuals 18 and older should be listed on the lease. Now, you contradict yourself by suggesting a minor must be added. It seems you are trying to find an issue with the tenants to hide the ongoing problems with the unit. Is that what's really going on here?

Please clarify this inconsistency: Are only those 18 and older required to be on the lease, or do minors now count as well when it suits you? Your contradictory statements are confusing. While I'm prepared to add him if necessary, as he will be spending short periods of times in the unit in the near future, I expect clear communication moving forward and not this games being constantly played while management is being asked to resolved issues within the unit.

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook

Again, your pest control should have never entered the unit; the work should have been done outside as requested.

This entire situation increasingly feels retaliatory. Threatening me with allegations regarding a minor for your own benefit is unacceptable. If you attempt to use the minor for your own gain again, it will not be tolerated.

Regarding pest control, I want to remind you that tenants in Massachusetts have a right to privacy in their rented homes. According to Massachusetts law, landlords are required to provide at least 24 hours' notice before entering a unit, except in emergencies. Additionally, it was clearly communicated that pest control services should only be conducted outside the unit, not inside. Entering the unit without proper notice and against instructions violates tenant rights.

I expect that all future entries into the unit will comply with the required notice period and respect the instructions regarding maintenance.

Instead of addressing the legitimate issues within the unit, you appear focused on finding trivial technicalities. I am still waiting for an answer to my question: Has this unit experienced **leaks** or **mold** issues in the past?
If yes, where exactly?

Withholding such critical information could have legal consequences, and I expect transparency.

Regarding the heating issue, I understand a technician came to check it, but I was informed that the units are old and cannot be properly fixed. Sending someone to look at the heat without resolving the underlying problem is unacceptable. It is your responsibility to find a solution to ensure proper heating.

Additionally, I demand an immediate mold test and expect prompt confirmation of this request.

From now on, you are required to provide at least 24 hours' notice within a specific time range before any entry to the unit. It's unreasonable to expect tenants to wait indefinitely for maintenance teams to come and go at their convenience. Charging fees for not being available 24/7 while making false accusations is completely unacceptable.

Living under these conditions is intolerable, and it seems you believe this is acceptable, which is far from the reality.

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook

I am still seeking rent abatement for the period during which access was denied to the property and requesting a 50% concession until all issues are resolved.

Under Massachusetts law, tenants have the right to withhold rent for uninhabitable living conditions, and will exercise that right until all repairs are completed and the unit is restored to the condition promised at the time of lease signing.

Furthermore, your mention of a late fee while ongoing issues remain unresolved, with no access to the unit for two weeks and unanswered emails regarding key access, feels like retaliation. Issuing a 14-day notice under these circumstances is not only unreasonable but also appears to be an attempt to intimidate rather than prioritize necessary repairs. It's astonishing that while repairs take weeks or months to complete, your requests for payment are immediate.

Until these matters are fully addressed—including confirmation of a mold test, resolution of the heating issue, and all other necessary repairs—the rent will be withheld as a justified response to your inaction and lack of transparency. While I understand your push to add tenants to the lease, demanding the inclusion of a minor while there are still major issues, such as a leaking pipe, potential mold, and heating that doesn't work correctly, is not just inappropriate—it's outright retaliatory. It appears you're trying to deflect from your own failures to maintain this property. I expect an exact estimate for the following without delay: mold testing, repair of the rusted and leaking pipe, a fully functioning heating system, a properly working stove, and pest control performed outside as requested (not inside, where toxic chemicals are used). Your attempts to shift the focus onto tenants instead of addressing these pressing problems are unacceptable.

Additionally, I want to specify that the \$1,500 was given prior to the move-in due to issues with the prior lease for unit 201 and problems with charging a double deposit. You offered \$750 for the lack of access to the unit on the move-in date, which I am now requesting in full (which has been withheld) for the two weeks with no access, no keys, and no emails answered regarding this issue.

P.S.:

- Attached is a picture of your statement regarding the age requirement for tenants to be added to the lease.
- Attached is the pest control maintenance request stating services should be conducted only outside.

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook

* Attached Massachusetts laws regarding minors left alone.
<image2.jpeg>

Thank you.
<image0.jpeg>
<image1.jpeg>

Sent from my iPhone

On Oct 29, 2024, at 9:50 AM, Lenox Farms
<lenoxfarms@udr.com> wrote:

Good Morning Sandra,

Thank you for your email.

We will not be issuing any rent concessions as outlined in the below email. We will issue the \$1500 concession as mentioned in previous communication once the Docusign is signed. Additionally we will issue \$750 credit for the security deposit of the old unit.

The parts for the garage door have been ordered by the vendor, we are awaiting delivery of this.

We have let the redevelopment team know about the issue with the stove and it will be addressed.

The heating system has been assessed by our plumbing/HVAC company and the system is operating as intended.

We will have our vendor do an assessment of the areas you have mentioned regarding moisture. They will communicate next steps to us and we will communicate this with you. We will schedule this for Wednesday, please note they will not enter the home if a minor is unattended and the household will be billed a cancellation fee if access cannot be attained.

Additionally, last week pest control could not enter as a minor was unattended. There is no minors listed on the lease agreement, anyone residing in the home must be on the lease to ensure lease compliance.

Please note if the balance on the account remains by October 31st, a late fee will be assessed in accordance

3/13/25, 4:42 PM

Mail - Lenox Farms - Outlook

with the lease agreement and the account will be sent to the attorney for non-payment of rent.

Warmest Regards,

Lenox Farms Luxury Apartments & Town Homes

Professionally Owned & Operated by UDR, Inc.
550 Liberty Street
Braintree, Massachusetts 02184
T 781.843.8443 F 781.843.8442

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Sunday, October 27, 2024 3:48 PM
To: Lenox Farms <lenoxfarms@udr.com>
Subject: Response to 14-Day Notice to Quit and Urgent Requests Regarding Unit Condition

[WARNING: This message is from an EXTERNAL source]

Dear Management,

I am writing in response to the 14-day notice to quit, despite the fact that the October rent was paid, deducting the two weeks of September in which resulted in not having access to the apartment due to a delay in receiving keys for September.

The move into this apartment with the clear understanding that it was newly renovated and in excellent condition, yet it was delivered with numerous serious issues that remain unresolved.

Summary of Ongoing Issues and Concerns

1. Leaks and Suspected Humidity Damage in Bedroom:

There is a leak in the facade that appears to be impacting the bedroom wall (until today not resolved) as evidenced by peeling paint, likely from moisture seeping inside. Photos of this are attached. I request an expert inspection and an immediate mold test to assess the potential health risk. (the heater is old and against the leaking facade wall which could be a possible fire hazard).

2. Rust and Possible Mold on First-Floor Pipe:

A pipe near the main bedroom on the first floor is rusted, with visible signs of potential leakage and mold. This also requires immediate testing for mold,

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Mall - Lenox Farms - Outlook

as such an issue is unacceptable in a supposedly renovated apartment.

3. Additional Outstanding Repairs:

- Stove: The stove is non-functional.
- Garage Door: One of the garage doors is not operational.
- Heating: The heating system on the lower level, particularly near the bottom bedroom, is old and inadequate, contrary to the promise of a fully renovated space. Doesn't heat correctly and will not heat for the cold winter.

Since the move in during September, daily disruptions from maintenance and construction personnel have impacted the ability to enjoy the unit. Their presence requires availability to explain issues, as they often lack clear direction on what work needs to be done. This situation has become untenable and is far from what expected from a rental at this price point.

Additionally, the two-week delay in providing keys, during which access to the unit was denied, disrupted the ability to live in the apartment. Without the necessary apartment and garage keys, barred from accessing or leaving the property due to the gated entry. This delay, paired with an offline smart door code, caused further disruption, as documented in a maintenance request from management. With no answer regarding the pick up keys for 2 weeks.

Requested Concessions and Compensation

Given the ongoing problems and significant disruption, I am requesting the following adjustments:

- Concession of 50% for September, October, and November: Given the unresolved issues, i request a 50% rent concession for each of these months to fairly compensate for the reduced habitability and repeated intrusions.
- Additional Concession if Issues Persist: Should these issues remain unresolved by the end of November, I request a continued 50% concession each month until all problems are fully addressed.
 - The amount requested and withheld for the days stated due to not having keys in prior emails for the unit access.
 - 1500\$ concession given prior move in due to different issues.

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Mail - Lenox Farms - Outlook

Since September and October were paid in full, I request a credit of 50% for these months to be applied to the November rent to account for the issues that remain unresolved.

Next Steps and Resolution Timeline

To ensure a prompt resolution, I request a timeline by which each outstanding issue will be completed. This includes clear timelines for:

- Completion of all repairs, including the stove, garage door, facade leak and heating system.
- Completion of a professional mold test for the areas mentioned and any required remediation.
- Confirmation of no prior water damage or mold history in this unit or an explanation of how previous leaks, if any, were addressed.

This apartment was presented as fully renovated and in new condition, which is demonstrably not the case. I expect confirmation of how each issue will be addressed, as well as timely compensation for the considerable inconvenience these issues have caused.

Available Tuesday or Wednesday to have someone come in to check the unit regarding the leaks and possible mold.

Please confirm your intention to resolve these matters at your earliest convenience.

Thank you.

<image0.jpeg>

<image1.jpeg>

<image3.jpeg>

<image4.jpeg>

<image7.jpeg>

Sent from my iPhone

3/13/25, 4:41 PM

Mail - Lenox Farms - Outlook



Re: Access Tomorrow 2/7/25

From Erika Merritt <erikamerritt@udr.com>
on behalf of
Lenox Farms <lenoxfarms@udr.com>
Date Tue 2/11/2025 3:10 PM
To sandra frommer <sandrafrommer@gmail.com>

Hello Sandra,

The heating vendor will be out on 2/17 and communicate directly with the office on what is needed.

Our service manager will also visit on 2/17 to see if weather stripping is needed around the doors.

Our vendor returned for the flooring back in October and it was reported that the resident did not allow the work. They have put in writing to us that the resident wanted the flooring replaced on all 3 floors and level out multiple areas. We can return for the flooring concern on 2/17 but the flooring is not being replaced as this is brand new flooring that was put in prior to you occupying the home. Please confirm if they will be allowed to return for the original repair.

A new sensor was put in October 29th and the ticket was closed as it was repaired. If there is still an issue with the garage door, the service manager will look on 2/17 as that is when we have access to the home.

Warmest Regards,

Erika Merritt
Lenox Farms Luxury Apartments & Town Homes
Professionally Owned & Operated by UDR, Inc.
550 Liberty Street
Braintree, Massachusetts 02184
T 781.843.8443 F 781.843.8442
This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Friday, February 7, 2025 9:16 PM
To: Lenox Farms <lenoxfarms@udr.com>
Subject: Fwd: Access Tomorrow 2/7/25

[WARNING: This message is from an EXTERNAL source]

Dear Erika,

I would like to clarify several discrepancies in your recent response:

3/13/25, 4:41 PM

Mail - Lenox Farms - Outlook

1. Downstairs Heat Issue

You stated: It has not been reported to us that the heat downstairs is not working. This is incorrect.

On December 16, 2024, I specifically reported that the downstairs hallway heater was not functioning properly.

Your technician confirmed that the coils were only reaching 135°F instead of the required 200°F and that the heater needed replacement.

The bottom heaters are extremely old units and should have been addressed long ago.

You acknowledged this issue in your December 16, 2024, response, stating that a service request had been entered, yet no one ever returned to the unit to fix the problem.

Please confirm that this issue will be fully addressed on February 17, 2025, and clarify whether repair or replacement is planned.

By the way, this issue was originally reported in October 2024, already in many occasions.

2. Living Room Leak

You mentioned that the Town of Braintree failed the 12/31 inspection due to drafty windows, as if this were new information.

However, the Health Department emergency order on December 11, 2024, already cited water intrusion through the living room window as a serious violation requiring immediate repairs.

Your team was informed and shown the leaks, yet no one has repaired them.

3. Door Insulation

3/13/25, 4:41 PM

Mail - Lenox Farms - Outlook

On December 16, 2024, you confirmed that maintenance would review and assess insulation issues for the doors. You even gave me a date of when they will come and no one showed up.

Now, you state that weather stripping can be added, but taping doors is not feasible, as if this is new information I'm bringing up for the first time.

Regardless of the method used, there are significant gaps around the doors that need to be properly sealed this issue was reported as early as September 2024.

I need confirmation that weather stripping, or whatever solution your team deems necessary, will be installed, along with a timeline for when this will be completed.

4. Health Department Second Visit & Lack of Follow-Up

On December 24, 2024, the Health Department conducted a follow-up inspection, which you failed to inform me about. They notified you of their visit, yet you did not communicate this to me.

On December 27, 2024, I sent you an email following up on the Health Department visit, asking for a timeline on when all the violations cited in their report would be addressed.

It was your team responsibility to follow up, yet no one responded my email.

I received no communication regarding these issues until this week, after I filed a motion to compel repairs in housing court.

You were fully aware of every single issue, including the living room leak, heating issues, and insulation around the doors, not just from my reports but also from the Health Department citations.

During the December 24th inspection, the Health Department acknowledged issues regarding the imbalance of heating between floors and problems with the HVAC. I believe this is not just my issue but a widespread problem affecting many other townhouses, as multiple units had no heat at the same time as mine.

Additionally, the heating team informed us that they had to visit 10 other townhouses on the same day due to the same heating issues. Let's not act as if you

3/13/25, 4:41 PM

Mail - Lenox Farms - Outlook

were unaware of the ongoing heating problems affecting multiple units, which I was told by different people has been a big issue within the townhouses for a long time.

Furthermore, most of these issues were originally reported in September and October, meaning they have been outstanding for months. These are not new concerns.

Your team has failed repeatedly to fix these issues. You continue sending companies to inspect, but most of the time, nothing is actually repaired or followed up. Forcing me to contact health department and now asking the court to compel the issues.

We have had construction teams coming and going for months, yet the unit remains uninhabitable to this day.

The unit was rented with pre-existing leaks, mold, and heating issues, and you have failed to resolve these problems properly.

In fact, the unit has never been habitable since the beginning of the lease due to ongoing leaks, mold, heating failures, and other issues as I stated many times but you personally stated the unit was habitable!

5. Garage Code Change

I also want to know who requested a maintenance visit in November 2024 to change or reset the garage doors.

Maintenance entered the unit without my knowledge, and I did not request this maintenance.

Additionally, one of the garage doors has still not been repaired and remains inoperable, even though this was reported in October 2024.

6. Floors Not Repaired

After your floor team inspected the floors, they stated that they would return the next day in October 2024 to fix them.

Again, no one ever showed up, and the floors remain unrepaired to this day.

3/13/25, 4:41 PM

Mail - Lenox Farms - Outlook

Final Request for Resolution

Given the extended delays and repeated failures to address these issues, I expect clear updates on specific repair timelines for each outstanding problem. Set up the dates for the teams in advance on a schedule and dates that works for everyone involved.

Please provide a detailed response with dates and actions planned for each issue.

P.S.: Just a heads-up I will likely not have access to my email until the end of next week/weekend.

Have a great weekend!

Thank you, Erika.

Best,

Sandra

Sent from my iPhone

Begin forwarded message:

From: Lenox Farms <lenoxfarms@udr.com>
Date: February 7, 2025 at 12:49:50 PM EST
To: sandra frommer <sandrafrommer@gmail.com>
Subject: Re: Access Tomorrow 2/7/25

Hello Sandra,

In reference to the insulation that was removed, we cannot put that back until the town of Braintree signs off on the work. On 12/31, they were ready to pass inspection of the work that was done but due to drafty windows they were informed of, they did not pass inspection.

Per your request, windows will be looked at 2/17 between 9am-5pm.

It has not been reported to us that the heat downstairs is not working. We will have heating vendor look at the downstairs heater 2/17 as that is when we have access.

Our team has noted the the wall heater does work and there is not a need to replace it.

3/13/25, 4:41 PM

Mail - Lenox Farms - Outlook

Any doors that have gaps can have weather stripping added, but putting tape around the doors is not something that is feasible.

Warmest Regards,

3/13/25, 4:40 PM

Mail - Lenox Farms - Outlook



Re: Window Draft Vendor

From Erika Merritt <erikamerritt@udr.com>
on behalf of
Lenox Farms <lenoxfarms@udr.com>
Date Thu 3/13/2025 4:17 PM
To sandra frommer <sandrafrommer@gmail.com>
Bcc mkassem0115@gmail.com <mkassem0115@gmail.com>

Hello Sandra,

We have not received any contact info from Danny despite multiple requests.

The town of Braintree will be out tomorrow for inspection.

Thank you,

Warmest Regards,

Erika Merritt- Community Director
Lenox Farms Luxury Apartments & Town Homes
Professionally Owned & Operated by UDR, Inc.
550 Liberty Street
Braintree, Massachusetts 02184
T 781.843.8443 F 781.843.8442

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: Erika Merritt on behalf of Lenox Farms <lenoxfarms@udr.com>
Sent: Friday, March 7, 2025 9:08 AM
To: sandra frommer <sandrafrommer@gmail.com>
Subject: Re: Window Draft Vendor

Hello Sandra,

Danny still has not contacted us and we do need to be able to communicate with the tenant.

The window vendor will be out on Monday 3/10 between 9am-5pm.

Warmest Regards,

Erika Merritt- Community Director
Lenox Farms Luxury Apartments & Town Homes
Professionally Owned & Operated by UDR, Inc.
550 Liberty Street
Braintree, Massachusetts 02184
T 781.843.8443 F 781.843.8442

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

3/13/25, 4:40 PM

Mail - Lenox Farms - Outlook

From: Erika Merritt on behalf of Lenox Farms <lenoxfarms@udr.com>
Sent: Tuesday, March 4, 2025 4:46 PM
To: sandra frommer <sandrafrommer@gmail.com>
Subject: Re: Window Draft Vendor

Hello Sandra,

Due to the rain over the next few days, the window vendor is unable to come out tomorrow.

Please have Danny reach out to us via phone as he is the only tenant in the home and all further communication will be done with Danny directly.

Thank you,

Warmest Regards,

Erika Merritt- Community Director

Lenox Farms Luxury Apartments & Town Homes

Professionally Owned & Operated by UDR, Inc

550 Liberty Street

Braintree, Massachusetts 02184

T 781.843.8443 F 781.843.8442

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

From: sandra frommer <sandrafrommer@gmail.com>
Sent: Thursday, February 27, 2025 1:43 PM
To: Lenox Farms <lenoxfarms@udr.com>
Subject: Re: Window Draft Vendor

[WARNING: This message is from an EXTERNAL source]

Hello Mikey,

Could you please reschedule it for next week any day starting Wednesday?

Thank you

Sent from my iPhone

On Feb 27, 2025, at 9:08 AM, Lenox Farms <lenoxfarms@udr.com> wrote:

Hello Sandra,

Our vendor will be entering the home tomorrow for the window concern. Please ensure the front door is not double bolted.

Thank you!

Lenox Farms Management

3/13/25, 4:40 PM

Mail - Lenox Farms - Outlook

From: Mykey Morice on behalf of Lenox Farms
Sent: Tuesday, February 18, 2025 9:56:20 AM
To: sandra frommer <sandrafrommer@gmail.com>
Subject: Window Draft Vendor

Good morning,

.We are writing to inform you that the vendor will need to enter your home on **Wednesday, February 19, 2025**, to address the work order regarding the window draft issue in your unit. Please ensure that the area around the window is accessible to the vendor on that date. Additionally, kindly refrain from double-locking the front door to allow the vendor access. If you have any concerns or need to reschedule, please let us know as soon as possible. Thank you for your cooperation, and we appreciate your understanding as we work to resolve this matter.

Lenox Farms Management

EXHIBIT E

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
SUMMARY PROCESS
DOCKET NO. 24H82SP003575

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,

v.

MOHAMED KASSEM
AND DANNY ABOUELKHIER,
Defendants,

AFFIDAVIT OF ERIKA MERRITT IN SUPPORT OF PLAINTIFF'S OPPOSITION TO
DEFENDANT, MOHAMED KASSEM'S MOTION FOR SUMMARY JUDGMENT

1. My name is Erika Merritt and I am the Community Director for Lenox Farms Limited Partnership.
2. From my initial interaction with Mohamed Kassem, he referred all communications be directed to Sandra Frommer who he indicated was handling this matter for him.
3. When the lease for unit 905 was signed, the signature is Mohamed Kassem.
4. Mohamed Kassem's social security number and driver's license was provided in support of his application for residency.
5. Mohamed Kassem was clearly aware he executed a lease agreement for unit 905 as he sent an email dated November 13, 2024 attempting to terminate his lease early without penalty and also attempting to deactivate his access codes for the apartment and garage.
6. Mohamed Kassem then followed up with again via email on December 2, 2024 indicating he thought he terminated *his* lease.
7. In addition, Mohamed Kassem continued to repeatedly authorize Sandra Frommer to communicate with me regarding his tenancy in unit 905, including but not limited to, access to the unit and any maintenance requests.

8. I never authorized anyone but Mohamed Kassem to reside in unit 905.
9. Mohamed Kassem has never delivered possession of the premises to me or the Plaintiff as unit 905 remains occupied and rent/use and occupancy is not being paid.
10. Mohamed Kassem remains contractually obligated under the terms of his lease agreement.

Signed under the pains and penalties of perjury this 27th day of JUNE 2025



Erika Merritt, Community Manager

EXHIBIT F

**COMMONWEALTH OF MASSACHUSETTS
HOUSING COURT DEPARTMENT
METRO SOUTH DIVISION**

NORFOLK, SS.

DOCKET No. 26H82CV00012

LENOX FARMS LIMITED PARTNERSHIP,

Plaintiff,

v.

SANDRA FROMMER,

Defendant.

AFFIDAVIT OF SANDRA FROMMER

I, Sandra Frommer, state under the pains and penalties of perjury as follows:

I. PERSONAL KNOWLEDGE

1. I am the Defendant in this matter. I submit this affidavit based on my personal knowledge in support of my Emergency Motion to Dismiss and to Vacate, Dissolve, or Modify the Preliminary Injunction.

2. I have direct, first-hand knowledge of the facts set forth below.

II. PAYMENT AND INITIAL OCCUPANCY

3. I directly dispute the Court's finding that I presented no evidence of payment or tenancy.

4. At the outset of my occupancy, I personally made payment associated with the Premises.

5. That payment was made by check.
6. I physically delivered that payment in person, and the delivery was witnessed by another individual who can testify to that fact, I deliver the check to Mikey Morris, management employee. Please see exhibits.
7. Following that payment, I was provided access to the Premises by or through management.
8. I personally obtained the keys and access credentials necessary to enter and occupy the unit, I continue as of today to have them.
9. I completed the move-in process required to obtain access to the building and the unit.

III. CONTINUED OCCUPANCY WITH MANAGEMENT KNOWLEDGE

10. I resided in the Premises continuously for an extended period of time.
11. My occupancy was open, known, and not concealed.
12. During that period, management communicated with me directly regarding matters relating to the Premises.
13. Those communications included issues of access, use of the unit, and matters involving the property, including stating "YOUR HOME " see exhibits
14. Management personnel, including maintenance staff, entered and interacted with me in the unit while I was residing there. Some became friends and interact outside work hours with me.
15. I was granted access to building amenities and facilities that require management authorization, constantly and with witnesses.

16. At no point during this extended period was I told that I was not authorized in amenities, in fact I see weekly and interact with employees, some reside in premises.

17. At no point was I treated as an unknown or unauthorized occupant prior to the issuance of the injunction.

IV. FACTUAL DISPUTE AS TO OCCUPANCY STATUS

18. Based on the above, I dispute the finding that I had no right to occupy the Premises.

19. My occupancy arose from payment, delivery of possession, and continued acceptance by management.

20. At minimum, these facts establish a disputed issue regarding my status that cannot be resolved without a proper due process.

V. SERVICE OF PROCESS DEFECTS

21. I was never served with a summons in this case.

22. I did not receive service from any sheriff, constable, or authorized process server.

23. I did not observe any officer effect service upon me.

24. Those documents were not left at my door.

25. Those documents were not handed to me.

26. I did not receive formal service of a summons commencing this action.

VI. IMMEDIATE AND IRREPARABLE HARM

27. I reside at the Premises with my minor child, for whom I am the primary caregiver.

28. My child's schooling is conducted remotely and depends on stable housing, electricity, and internet access.

29. I do not have alternative housing available.

30. Immediate enforcement of the injunction would result in displacement of both myself and my child.

31. That displacement would disrupt my child's education and create immediate and irreparable harm.

VII. DIRECT RESPONSE TO COURT FINDINGS

32. I specifically dispute the Court's finding that I presented no evidence of tenancy.

33. I specifically dispute the finding that I made no payments associated with the Premises.

34. I specifically dispute the characterization that I was merely a licensee or unauthorized occupant.

35. My occupancy was known to, accepted by, and facilitated by management over a sustained period of time.

IV. CONTROLLED ACCESS, DOCUMENTED USE, AND MANAGEMENT RECOGNITION

36. During my occupancy, the property maintained controlled access procedures for building amenities, including the swimming pool and gym.

37. Access to the pool required individuals to go to the management office, where staff would look up resident information before issuing pool access bracelets.

38. I personally went through this process with management and was issued pool access credentials, I have tenants as witness who are ready to testify the pick up of bracelets who were present with management office employee.

39. In addition to the bracelet requirement, access to the pool required daily sign-in at the entrance. A staff member was present, and individuals were required to provide their name and associated unit before being admitted.

40. My household had access to the pool daily during my occupancy and complied with the daily sign-in requirement each time.

41. My minor child accessed the pool and, on a daily basis, was required to write his name and the unit number as part of the entry process.

42. Management staff observed and accepted my child's repeated access and identification, and at no time treated him as an unauthorized person.

43. Management requested my child's identifying information, including his name, last name, and date of birth, for purposes of adding him to the lease in October 2026. See Exhibit.

44. The daily recording of my child's name and unit number, together with management's request to add him to the lease, reflects ongoing recognition of our occupancy.

45. In addition, my mother, Eva Frommer, was repeatedly granted access to the building's amenities, including the pool and gym.

46. My mother accessed these areas openly and with the knowledge of management staff who granted her access and she interacted directly with multiple members of management during her visits.

47. At no point was my mother denied access or treated as an unauthorized individual while entering the building or using its amenities. She is available to witness in her next trip to USA.

48. The access procedures for these amenities required active verification and approval by management staff and were not available to unknown or unauthorized persons. To enter the gym or managements you need access.

49. The repeated and documented use of controlled-access amenities by myself, my child, and my mother required ongoing recognition and authorization by management.

50. These facts are inconsistent with any claim that I was an unknown, incidental, or unauthorized occupant of the Premises.

VIII. CONCLUSION

51. The facts set forth above are true and based on my personal knowledge.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY

Date: March 23, 2026

/s/ Sandra Frommer
Sandra Frommer (Pro Se)

CERTIFICATE OF SERVICE

I hereby certify that on March 23rd, 2026 a copy of the foregoing was served electronically on all counsel of record.

Lisa M. Gouveia, Esq. (*Counsel for Plaintiff Lenox Farms Limited Partnership*)
Email: lgouveia@slglegalgroup.com

Respectfully submitted,

Sandra Frommer
550 Liberty street unit 905
Braintree, MA, 02184
(617) 806-6566
sandrafrommer@gmail.com

/s/ Sandra Frommer
Sandra Frommer (Pro Se)

EXHIBIT G

24H82SP01628 Marina Bay Residences, LLC vs. Naguib, Ahmed et al

- Case Type:
- Housing Court Summary Process
- Case Status:
- Active
- File Date
- 06/17/2024
- DCM Track:
- Initiating Action:
- Efiled SP Summons and Complaint - Cause
- Status Date:
- 06/17/2024
- Case Judge:
- Next Event:

Property Address

550 Victory Road S339
Quincy MA 02171

All Information Party Event Docket Disposition

Docket Information

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
06/17/2024	Summary Process: MGL Chapter 185C Section 19, Chapter 262 Section 2 Receipt, 19709 Date: 06/17/2024		
06/17/2024	SURCHARGE 185C: Entry of Action filed (Section 466 - M.G.L. c. 185C, §19) SURCHARGE Receipt, 19709 Date: 06/17/2024		
06/17/2024	Entry Package - Affidavit of Compliance	3	
06/17/2024	Entry Package - Notice to Quit	2	
06/17/2024	Entry Package - SP Summons and Complaint - Cause	1	
06/18/2024	Attorney Appearance On this date 06/18/2024 Pro Se added for Naguib, Ahmed		
06/18/2024	Attorney Appearance On this date 06/18/2024 Pro Se added for Abouelkhnier, Dany		
06/18/2024	Attorney Appearance On this date 06/18/2024 Pro Se added for DE Villanencio Frommer, Sandra Fernandez		
06/21/2024	Scheduled Event: First-Tier Court Event Date: 07/23/2024 Time: 11:00 AM Result: Held		
07/02/2024	Return of service as to FTCE completed filed by Marina Bay Residences, Llc	4	
07/17/2024	Motion to reschedule the First tier event filed by Sandra Fernandez DE Villanencio Frommer	5	
07/17/2024	Proposed Exhibit Filed by Sandra Fernandez DE Villanencio Frommer		

07/19/2024	Dany Abouelkhier's Counterclaim	6					Image
07/19/2024	Answer of Sandra Fernandez DE Villanencio Frommer	7					Image
07/19/2024	Jury claim of Sandra Fernandez DE Villanencio Frommer	8					Image
07/19/2024	Affidavit of exhibits provided filed by Sandra Fernandez DE Villanencio Frommer	9					Image
07/23/2024	Motion to amend counterclaims filed by Sandra Fernandez DE Villanencio Frommer	10					Image
07/23/2024	Military Service and Rule 10 Affidavit	11					Image
07/23/2024	Military Service and Rule 10 Affidavit	12					Image
07/23/2024	Event Resulted: First-Tier Court Event scheduled on: 07/23/2024 11:00 AM Has been: Held For the following reason: Not Settled Comments: scheduled for Trial. Motion will be held on same date as Trial. Hon. Neil Sherring, Presiding						
07/24/2024	Motion to request for 60 day extension - Denied Judge: Sherring, Hon. Neil						Image
07/24/2024	Scheduled Event: Summary Process Trial Date: 08/06/2024 Time: 09:00 AM Result: Held						
07/25/2024	Alternative Dispute Resolution Outcome Referral Date: 07/25/2024 Referral Source: Referral Event: First-Tier Court Event Jul 23, 2024 11:00:00 AM Referral Status: Did Not Enter Process Referral Specialist: Moreno, Kelly						
07/26/2024	Defendant Discovery Requests (Additional/Late Filing)	13					Image
07/26/2024	Affidavit of of Sandra Fernandez de Villavicencio Frommer filed by Sandra Fernandez DE Villanencio Frommer	14					Image
07/26/2024	Defendant's Interrogatories filed by Sandra Fernandez de Villavicencio Frommer	15					Image
07/26/2024	Defendant's Request for Admissions filed by Sandra Fernandez de Villavicencio Frommer	16					Image
07/26/2024	Motion to File Late Answer and Counterclaims filed by Dany Abouelkhier	17					Image
07/26/2024	Motion to File Late Answer and Counterclaims filed by Sandra Fernandez DE Villanencio Frommer	18					Image
08/01/2024	Motion to dismiss and/or motion to strike defendant Fernandez's answer, amended answer, counterclaims, and Jury Demand; opposition to Defendant Abouelkhier's motion for late answer, counterclaims, and Jury Demand; motion to strike discovery requests propounded upon counsel; and opposition to motion for 14 week postponement of trial date filed by Marina Bay Residences, LLC	19					Image
08/06/2024	Affidavit of Defendant filed by Sandra Fernandez DE Villanencio Frommer	20					Image
08/06/2024	Amendment to Answer in case filed by Dany Abouelkhier	21					Image
08/06/2024	Alternative Dispute Resolution Outcome Referral Date: 08/06/2024 Referral Source: Referral Event: Summary Process Trial Aug 6, 2024 9:00:00 AM Referral Status: Closed Referral Specialist: Moreno, Kelly						

08/06/2024 Event Resulted: Summary Process Trial scheduled on:
08/06/2024 09:00 AM
Has been: Held For the following reason: Case Reported Settled
Comments: Agreement of the Parties
Hon. Neil Sherring, Presiding

08/07/2024 Agreement of the Parties

22



image

EXHIBIT H

04/24/2024

**Via First Class Mail &
Hand Delivery**

Ahmed Naguib
Dany Abouelkhier
Sandra Fernandez De Villanicensio Frommer
550 Victory Road Apt #S339
Quincy, MA 02171

RE: Notice of Non-Renewal

Dear Dany Abouelkhier, Sandra Fernandez De Villanicensio Frommer & Ahmed Naguib:

This notice is intended to timely advise you that your landlord, Marina Bay Residences LLC, does not intend to renew your tenancy and you are therefore required to **QUIT and DELIVER UP** the premises now held by you located at 550 Victory Rd, Apt S339 Quincy, MA 02171, at the conclusion of your lease term, being **05/31/2024**.

There have been no prior offers to renew your tenancy.

The reason(s) for non-renewal of your lease/tenancy include, but are not necessarily limited to:

- chronic late and/or general non-payment of rent;
- failure to come to a reasonable escrow agreement for purported *withheld* rent, despite your continued and uninterrupted occupancy/use of the apartment home;
- failures to reasonably cooperate with efforts to address issues you have raised regarding your occupancy/use of the apartment home; and
- failures to provide reasonable access to the apartment home for maintenance and/or repair purposes.

**HEREOF FAIL NOT OR WE SHALL EMPLOY DUE COURSE OF LAW TO
EJECT YOU FROM SAME.**

In reliance on this Notice of Non-Renewal, your landlord will be seeking to lease the apartment home you currently occupy to other tenants starting as soon as practicable after your lease term ends on 5/31/2024.

Accordingly, please contact the management office on or before **05/1/2024** to confirm that you will be vacating and surrendering the premises upon the conclusion of your lease term on 05/31/2024.

Ahmed Naguib
Dany Abouelkhier
Sandra Fernandez De Villaniceencio Frommer
04/24/2024
Page 2

Should you fail to contact the management office by the above date (i.e., by 05/01/2024) and provide written notice to confirm that you will be vacating, we will assume that you are refusing to vacate and may proceed accordingly with an action pursuant to M.G.L c. 239 s.1A.

Please note that this Notice of Non-Renewal shall not waive any prior action against you, nor any previously served non-renewal notice and/or notice to quit. Please also note that any payments received for any period after the expiration of your tenancy shall be accepted for use and occupancy only and shall not create any new tenancy (or otherwise extend your current lease/tenancy).

Please contact the management office with any questions regarding this notice.

Very truly yours,

Leah Cataldo

Digitally signed by Leah
Cataldo
Date: 2024.04.24
13:38:52 -04'00'

Leah Cataldo
Regional Portfolio Manager

cc: AMPS Law PC



ALL STATE CONSTABLES, INC.

7 Cabot Place, Suite 3

Stoughton, MA 02072

(781) 344-0411 (Telephone)

Adam@allstateconstables.com (Email)

www.allstateconstables.com (Web)

Marina Bay Residences, LLC v. Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio Frommer

RETURN OF SERVICE

I did this date, April 25, 2024; serve a true attested copy of the following:

- Notice of Non-Renewal

by leaving at the last and usual place of residence; said service was made to each party, Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio Frommer at:

550 Victory Road, Apt. S339
Quincy, MA 02171

and on the same date, I did mail via first class mail a second true attested copy to:

Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio
Frommer
550 Victory Road, Apt. S339
Quincy, MA 02171

Signed under the pains and penalties of perjury this 25th day of April, 2024



Stephen Minkofsky,
Constable/Disinterested Person

EXHIBIT I

Housing Court Department

Division: Metro South

Address: 215 Main Street, Suite 160, Brockton MA 02301

Telephone Number: (508) 894-4170

Hours of Operations: Monday - Friday 8:30 AM to 4:30 PM

For Court Use Only:

Docket No:

eSummons Document ID:

MD24 - 5E4A6D3D22

Commonwealth of Massachusetts
ELECTRONIC SUMMARY PROCESS (EVICTION) SUMMONS AND COMPLAINT

IMPORTANT: NOTICE OF A COURT CASE TO EVICT YOU - PLEASE READ IT CAREFULLY

**IMPORTANTE: ESTA ES UNA NOTIFICACION DE UN CASO EN CORTE RESPETO A
PROCEDIMIENTOS DE DESALOJO - POR FAVOR DE LEER CON CUIDADO**

Ahmed Naguib, Dany Abouelkhier, & Sandra Fernandez De Villanencio Frommer

TO: DEFENDANT(S)/TENANT(S)/OCCUPANT(S):

ADDRESS: 550 Victory Road, Apt. S339

CITY/TOWN: Quincy

ZIP: 02171

EMAIL:

TELEPHONE:

**YOU WILL BE SERVED WITH A NOTICE OF THE DATE, TIME AND MANNER OF YOUR HEARING WHEN
IT IS SCHEDULED BY THE COURT.**

You are hereby summonsed to appear at a hearing before a Judge of the Court to defend against the complaint of:

PLAINTIFF/LANDLORD/LESSOR/OWNER:

Marina Bay Residences, LLC

of STREET: 552 Victory Road

CITY/TOWN: Quincy

ZIP: 02171

that you occupy the premises at 550 Victory Road, Apt. S339

Quincy, MA

being within the judicial district of this Court, unlawfully and against the right of said Plaintiff/Landlord/Owner
because: Failure to Vacate at expiration of lease and following a Notice of Non-Renewal for fault dated 4/24/24, a copy of
which is attached hereto.

and further, that \$N/A rent is owed according to the following account:

ACCOUNT ANNEXED (itemize)

N/A

Ted Papadopoulos, AMPS Law PC

Printed Name of Plaintiff or Attorney

Signature of Plaintiff or Attorney

304 Cambridge Road, STE 440 Woburn, MA 01801

Address of Plaintiff or Attorney

Ted@ampslaw.com

Email of Plaintiff or Attorney

781-756-6600

Telephone Number

671506

BBO#

NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT

If you do not file and serve an answer, or if you do not defend at
the time of the trial, Judgment may be entered against you for
possession and the rent as requested in the complaint. Please see
the Notice to Defendant section on the back side of this page.

FOR INFORMATION ABOUT EMERGENCY RENTAL AND MORTGAGE ASSISTANCE:

Please visit: www.mass.gov/applying-for-rental-assistance-in-massachusetts-to-avoid-eviction or call 211 for assistance.

To the Sheriff of our several counties, or their Deputies, or any constable of any City or Town within said
Commonwealth. Greetings: We command you to summon the within named defendant(s)/tenant(s)/occupant(s) to
appear as herein ordered.

WITNESS:

/s/ Neil K. Sherring
First Justice

/s/ Nella M. Lussier
Clerk Magistrate

Service by: 6/10/24

Entry Date by: 6/17/24

Trial Date: To Be Determined by the Court

!Importante! ;Traducir! Enpòtan! Tradwi! Quan Trọng! Dich!

IMPORTANT NOTICE TO ALL PARTIES

If you need a free interpreter or reasonable accommodations, please call the Court's Clerk's Office. For information about the Lawyer for the Day Program, Tenancy Preservation Program, or other services that may help both parties with their case, please go to:

<https://www.mass.gov/guides/housing-court-resources>

IMPORTANT NOTICE TO PLAINTIFF/LANDLORD/LESSOR/OWNER: Have the Officer complete and return the below return notice. Service must be made on each defendant(s) not later than the seventh day and not earlier than the thirtieth day before the Monday entry date. This form must be filed in Court no later than the close of business on the scheduled Monday entry date. In appropriate cases, proper evidence of notice to quit must be provided to this Court upon the filing of this Complaint.

A P.O. box will not be accepted as an address for the Plaintiff

Officer's Return

Norfolk, ss

Date: June 8, 2024

City/Town: Quincy

By virtue of this Writ, I this day served the within-named each defendant/tenant/occupant, and summonsed him/her as herein directed, by giving in hand to

or leaving it at the last and usual place of abode at 550 Victory Road, Apt. S339, Quincy, MA 02171

A copy of this summons was mailed first class to each defendant/tenant/occupant at the address on: June 8, 2024

Served and Mailed to: Ahmed Naguib

Fees for Service

Service	\$ 65.00
Copy/Attest	\$
Travel	\$
Use of Car	\$
Mailing	\$
TOTAL	\$ 65.00

Stephen Minkofsky
Signature of Officer

Stephen Minkofsky, Constable
Printed Name of Officer

7 Cabot Place, Stoughton, MA
Address of Officer

781 344 0411
Telephone Number of Officer

IMPORTANT NOTICE TO EACH DEFENDANT/TENANT/OCCUPANT: When this case is filed with the Court, you will be served with a notice of the date, time and manner of your hearing when it is scheduled by the court. If you do not receive a notice, please contact the Court's Clerk's Office at (508) 894-4170

You (or your attorney) must participate in all Court events to present your defense. You (or your attorney) must also file a written Answer to this Complaint. An Answer is your response stating the reason(s) why you should not be evicted and may include any claims you have against the Plaintiff. A Summary Process Answer Form is available on the Housing Court's website at www.mass.gov/lists/housing-court-forms and in the Clerk's Office.

You must file (e-file, deliver or mail) your Answer with the Court's Clerk's Office and serve (deliver or mail) a copy on the Plaintiff (or Plaintiff's attorney) at the address shown in this summons. The Court's notice about the court event will also include the deadline by which the Answer must be received by the Court's Clerk's Office and received by the Plaintiff (or the Plaintiff's Attorney).

!Importante! !Traducir! Enpòtan! Tradwi! Quan Trọng! Dich!

IMPORTANT NOTICE TO ALL PARTIES

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A P.O. box will not be accepted as an address for the Plaintiff

Officer's Return

Norfolk, ss

Date: June 8, 2024

City/Town: Quincy

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or leaving it at the last and usual place of abode at 550 Victory Road, Apt. S339, Quincy, MA 02171

A copy of this summons was mailed first class to each defendant/tenant/occupant at the address on: June 8, 2024

Served and Mailed to: Dany Abouelkhier

Fees for Service

Service	\$ 65.00
Copy/Attest	\$
Travel	\$
Use of Car	\$
Mailing	\$
TOTAL	\$ 65.00

Stephen Minkofsky
Signature of Officer

Stephen Minkofsky, Constable
Printed Name of Officer

7 Cabot Place, Stoughton, MA
Address of Officer

781 344 0411
Telephone Number of Officer

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You must file (e-file, deliver or mail) your Answer with the Court's Clerk's Office and serve (deliver or mail) a copy on the Plaintiff (or Plaintiff's attorney) at the address shown in this summons. The Court's notice about the court event will also include the deadline by which the Answer must be received by the Court's Clerk's Office and received by the Plaintiff (or the Plaintiff's Attorney).

!Importante! ;Traducir! Enpòtan! Tradwi! Quan Trọng! Dịch!

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A P.O. box will not be accepted as an address for the Plaintiff

Officer's Return

Norfolk, ss

Date: June 8, 2024

City/Town: Quincy

By virtue of this Writ, I this day served the within-named each defendant/tenant/occupant, and summonsed him/her as herein directed, by giving in hand to

or leaving it at the last and usual place of abode at 550 Victory Road, Apt. S339, Quincy, MA 02171

A copy of this summons was mailed first class to each defendant/tenant/occupant at the address on: June 8, 2024

Served and Mailed to: Sandra Fernandez De Villanicensio

Frommer
Fees for Service

Service	\$ 65.00
Copy/Attest	\$
Travel	\$
Use of Car	\$
Mailing	\$
TOTAL	\$ 65.00

Stephen Minkofsky
Signature of Officer

Stephen Minkofsky, Constable
Printed Name of Officer

7 Cabot Place, Stoughton, MA
Address of Officer

781 344 0411
Telephone Number of Officer

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You must file (e-file, deliver or mail) your Answer with the Court's Clerk's Office and serve (deliver or mail) a copy on the Plaintiff (or Plaintiff's attorney) at the address shown in this summons. The Court's notice about the court event will also include the deadline by which the Answer must be received by the Court's Clerk's Office and received by the Plaintiff (or the Plaintiff's Attorney).

04/24/2024

**Via First Class Mail &
Hand Delivery**

Ahmed Naguib
Dany Abouelkhier
Sandra Fernandez De Villanicensio Frommer
550 Victory Road Apt #S339
Quincy, MA 02171

RE: Notice of Non-Renewal

Dear Dany Abouelkhier, Sandra Fernandez De Villanicensio Frommer & Ahmed Naguib:

This notice is intended to timely advise you that your landlord, Marina Bay Residences LLC, does not intend to renew your tenancy and you are therefore required to **QUIT and DELIVER UP** the premises now held by you located at 550 Victory Rd, Apt S339 Quincy, MA 02171, at the conclusion of your lease term, being **05/31/2024**.

There have been no prior offers to renew your tenancy.

The reason(s) for non-renewal of your lease/tenancy include, but are not necessarily limited to:

- chronic late and/or general non-payment of rent;
- failure to come to a reasonable escrow agreement for purported *withheld* rent, despite your continued and uninterrupted occupancy/use of the apartment home;
- failures to reasonably cooperate with efforts to address issues you have raised regarding your occupancy/use of the apartment home; and
- failures to provide reasonable access to the apartment home for maintenance and/or repair purposes.

**HEREOF FAIL NOT OR WE SHALL EMPLOY DUE COURSE OF LAW TO
EJECT YOU FROM SAME.**

In reliance on this Notice of Non-Renewal, your landlord will be seeking to lease the apartment home you currently occupy to other tenants starting as soon as practicable after your lease term ends on 5/31/2024.

Accordingly, please contact the management office on or before **05/1/2024** to confirm that you will be vacating and surrendering the premises upon the conclusion of your lease term on 05/31/2024.

Ahmed Naguib
Dany Abouelkhier
Sandra Fernandez De Villanicensio Frommer
04/24/2024
Page 2

Should you fail to contact the management office by the above date (i.e., by 05/01/2024) and provide written notice to confirm that you will be vacating, we will assume that you are refusing to vacate and may proceed accordingly with an action pursuant to M.G.L. c. 239 s.1A.

Please note that this Notice of Non-Renewal shall not waive any prior action against you, nor any previously served non-renewal notice and/or notice to quit. Please also note that any payments received for any period after the expiration of your tenancy shall be accepted for use and occupancy only and shall not create any new tenancy (or otherwise extend your current lease/tenancy).

Please contact the management office with any questions regarding this notice.

Very truly yours,

Leah Cataldo

Digitally signed by Leah
Cataldo
Date: 2024.04.24
13:38:52 -04'00'

Leah Cataldo
Regional Portfolio Manager

cc: AMPS Law PC



ALL STATE CONSTABLES, INC.

7 Cabot Place, Suite 3

Stoughton, MA 02072

(781) 344-0411 (Telephone)

Adam@allstateconstables.com (Email)

www.allstateconstables.com (Web)

Marina Bay Residences, LLC v. Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio Frommer

RETURN OF SERVICE

I did this date, April 25, 2024; serve a true attested copy of the following:

- Notice of Non-Renewal

by leaving at the last and usual place of residence; said service was made to each party, Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio Frommer at:

550 Victory Road, Apt. S339
Quincy, MA 02171

and on the same date, I did mail via first class mail a second true attested copy to:

Ahmed Naguib, Dany Abouelhkier, and Sandra Fernandez De Villanicensio
Frommer
550 Victory Road, Apt. S339
Quincy, MA 02171

Signed under the pains and penalties of perjury this 25th day of April, 2024



Stephen Minkofsky,
Constable/Disinterested Person

EXHIBIT G

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

PLYMOUTH, SS.

HOUSING COURT DEPARTMENT
METRO SOUTH DIVISION

DOCKET # 24 SP 1628

Marina Bay Residences LLC

Plaintiff

v.

Naguib AbouelKhier, + Fernandez De Villanueva Frummer

Defendant

AGREEMENT

IT IS HEREBY AGREED BETWEEN THE ABOVE NAMED PARTIES THE FOLLOWING:

- ① Defendants shall vacate the subject premises by no later than 10/15/2024, leaving same broom clean (reasonable wear and tear excepted), free of personal property and occupants, with keys left on kitchen counter. Any items remaining may be discarded by Plaintiff. While no rent/use and occupancy due through 10/15/2024, claim for same not waived as per P.2 below.
- ② Neither party waives any rights or claims related to the lease, or any other matter/claim including, but not limited to claims in the Norfolk Superior Court between the parties. This Agreement solely deals with possession. Parties do waive stays of judgment and execution for possession as provided herein.
- ③ If Defendants fail to vacate by 10/15/2024, Judgment for possession only shall enter 10/16/2024 and Plaintiff shall be entitled to an execution for possession.
- ④ Ahmed Naguib + Dany AbouelKhier were defaulted, but no action will be taken and case to similarly be dismissed with only possession judgment on 10/16/2024 if parties fail to vacate as agreed. Parties signing this agreement confirm Ahmed Naguib will also vacate as/when agreed herein. Default as to Dany AbouelKhier and Ahmed Naguib is vacated.

DOCKET # 24 SP 1628

⑤ Upon violating/compliance, case is dismissed.

⑥ This Agreement shall not constitute an admission of wrongdoing or finding of any fault.

THE ABOVE IS AN AGREEMENT WHICH PLACES THE PARTIES UNDER THE RESTRAINT OR A DIRECT ORDER OF THE COURT, THAT THEY DO OR REFRAIN FROM DOING THE PARTICULAR ACTS STATED HEREIN. ANY VIOLATION OF THIS AGREEMENT CAN RESULT IN CONTEMPT. AS THE DOCUMENT IN QUESTION IS INTENDED TO OPERATE AS AN INJUNCTION.

I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS AGREEMENT, AND THAT I HAVE THE RIGHT TO GO IN FRONT OF A JUDGE FOR A DECISION IN THIS CASE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT VOLUNTARILY. I UNDERSTAND THE TERMS OF THE AGREEMENT, AND I AGREE THAT THE TERMS ARE FAIR AND REASONABLE. I ALSO ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND TO DISCUSS THE TERMS OF THE AGREEMENT WITH A HOUSING SPECIALIST.

Plaintiff(s) Initials YB VLS Defendant(s) Initials X /S/ AN
ONCE APPROVED BY A JUDGE, THIS AGREEMENT BECOMES A COURT ORDER AND ALL PARTIES ARE LEGALLY REQUIRED TO FOLLOW IT.
(If questions arise, please consult the Housing Specialist at 508-897-1900).

Signed and dated by Plaintiff
Phone #:

Signed and dated by Defendant S
Phone #:

Plaintiff's Attorney Ted Papadopoulos
BBO# 671506

/s/ Ahmed Naguib
Defendant Ahmed Naguib
8/6/2024 via telephone

SO ORDERED:
First Justice/Associate Justice

8/6/2024
Housing Specialist and date

Interpreted in: Name:



HOUSING COURT
DEPARTMENT

ADDENDUM TO DISPUTE RESOLUTION

HOUSING COURT DIVISION

DOCKET NUMBER

METRO SOUTH HOUSING COURT

24SP1628

REVIEW OF AGREEMENTS

The attached agreement, dated 8/6/2024, was filed and was not prepared with the assistance of a Housing Specialist. Upon filing, it has been reviewed by a Housing Specialist or Clerk on 8/6/2024.

After review, the following affirmation and acknowledgment by the parties is included in the attached agreement and incorporated therein:

I UNDERSTAND THAT I DO NOT HAVE TO SIGN THIS AGREEMENT, AND THAT I HAVE THE RIGHT TO GO IN FRONT OF A JUDGE FOR A DECISION IN THIS CASE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT VOLUNTARILY. I UNDERSTAND THE TERMS OF THE AGREEMENT, AND I AGREE THAT THE TERMS ARE FAIR AND REASONABLE.

Initial(s) of self-represented party(ies):

Plaintiff(s): _____
(eSigned with approval, HSD or Clerk)

Defendant(s): _____
(eSigned with approval, HSD or Clerk)

☒ The ☒ plaintiff(s) ☐ defendant(s) was/were represented by counsel at the time of this agreement.

☐ The parties were represented by counsel at the time of this agreement.

Endorsed by HSD or Clerk: KM

EXHIBIT H

2582CV00364 Abouelkhier, Dany et al vs. Marina Bay Residences, LLC et al

- Case Type:
- Contract / Business Cases
- Case Status:
- Open
- File Date
- 04/01/2025
- DCM Track:
- F - Fast Track
- Initiating Action:
- Sale or Lease of Real Estate
- Status Date:
- 04/01/2025
- Case Judge:
- Next Event:

All Information Party Subsequent Action/Subject Event Tickler Docket Disposition

Docket Information

<u>Docket</u> <u>Date</u>	<u>Docket Text</u>	<u>File</u> <u>Ref</u> <u>Nbr.</u>	<u>Image</u> <u>Avail.</u>
04/01/2025	Attorney appearance On this date Jonathan David Sweet, Esq. added for Plaintiff Dany Abouelkhier		
04/01/2025	Case assigned to: DCM Track F - Fast Track was added on 04/01/2025		
04/01/2025	Original civil complaint filed. **Titled as Second Amended Class Action Complaint and Demand For Jury Trial**	1	 
04/01/2025	Demand for jury trial entered.		
04/01/2025	Attorney appearance On this date Pro Se added for Plaintiff Dany Abouelkhier		
04/01/2025	Received from Defendant Marina Bay Residences, LLC. Answer with a counterclaim: Against Plaintiff Dany Abouelkhier - Tracking Notice sent to Atty Carter	2	 
04/01/2025	Attorney appearance On this date Kate Moran Carter, Esq. added for Defendant Marina Bay Residences, LLC		
04/01/2025	General correspondence regarding Copy of Docket 2382CV00389 Dany Abouelkhier et al Vs Marina Bay Residences, LLC et al	3	 
04/01/2025	Financial Note. Superior Court Civil Filing Fee in the amount of \$275.00 dismissed on 4/1/2025--pursuant to Judge Leighton's session on March 25, 2025 severing Mr. Abouelkhier's individual claims and the individual counterclaim against him (See P# 42 in C.A. 2382CV00389)		
04/02/2025	Plaintiff Dany Abouelkhier's Motion to remove Default pursuant to Mass.R.Civ.P. 55(c)-Amended (rec'd 4/1/25)	4	 
04/02/2025	Dany Abouelkhier's Memorandum in support of of Amended Motion to set aside entry of default pursuant to Mass.R.Civ.P. 55(c) (rec'd 4/1/25)	4.1	 
04/02/2025	Affidavit of Dany Abouelkhier in support of motion to set aside entry of default(rec'd 4/1/25)	4.2	 

04/02/2025	List of exhibits	4.3	 
	Cover Sheet(rec'd 4/1/25)		 
04/02/2025	Opposition to p#4.0 Plaintiff's Second Amended Motion to set aside default-Opposition filed by Marina Bay Residences, LLC, Delaney Barrett, Bozzuto Management Company (rec'd 4/1/25)	4.4	 
04/02/2025	Dany Abouelkhier's Reply Memorandum in support of Amended Motion to set aside entry of default for counterclaims(rec'd 4/1/25)	4.5	 
04/02/2025	Certificate of Compliance Superior Court Rule 9A (for plaintiff's Amended Motion to set aside entry of default of counterclaims) (rec'd 4/1/25)	4.6	 
04/02/2025	Declaration of Dany Abouelkhier in support of objection to severance(rec'd 4/1/25)	4.7	 
04/07/2025	Endorsement on Motion to set aside entry of default. (#4.0): ALLOWED though the Court rejects plaintiff's arguments of bad faith and retaliation. Plaintiff is ORDERED to file an answer to the counterclaims by 4/21/2025. (dated 4/7/2025) ns ni		 
	Judge: Leighton, Hon. Joseph		
04/16/2025	Plaintiff Dany Abouelkhier's Motion to stay proceedings efiled 4/15/25	5	 
04/16/2025	Dany Abouelkhier's Memorandum in support of motion to stay proceedings efiled 4/15/25	5.1	 
04/16/2025	Certificate of Compliance Superior Court Rule 9A efiled 4/14/25	5.2	 
04/16/2025	Affidavit of Rule 9A (Amended)	6	 
04/17/2025	One Trial case reviewed by Clerk. case to remain in the Superior Court.		
	Judge: Hickey, Mary K		
04/22/2025	General correspondence regarding Notice of Special Appearance, Reservation of Rights, and Objection to Default on Counterclaims(E-Filed 04/18/2025)/mk	7	 
05/01/2025	Endorsement on Motion to stay proceedings (#5.0): The within Motion is DENIED on its merits and for failure to comply with Superior Court Rule 9A. (dated 5/1/2025) ns ni		 
	Judge: Leighton, Hon. Joseph		
05/06/2025	General correspondence regarding Email of Mr. Dany Abouelkhier - clarifying his correct address as 550 Liberty Street, Unit 905 in Braintree, MA 02184	8	 
05/13/2025	Plaintiff Dany Abouelkhier's Supplemental, Notice of Special Appearance, Reservation of Rights, and Objection to Procedural Errors (E-Filed 05/06/2025)/mk	9	 
05/14/2025	Defendants Bozzuto Management Company, Delaney Barrett's Motion for admission Pro Hac Vice (Attorney James Bragdon and Attorney Sangeetha Kannan)	10	 
05/14/2025	Affidavit of James Bragdon	10.1	 
05/14/2025	Affidavit of Sangeetha Kannan	10.2	 
05/14/2025	Endorsement on Motion for admission pro hac vice. (#10.0): ALLOWED A true Copy; this copy is to be docketed in C.A. 2582cv00364. (dated 5/7/2025) ns ni		 
	Judge: Leighton, Hon. Joseph		
05/14/2025	Endorsement on Submission of Affidavit of James Bragdon. (#10.1): Other action taken A true Copy; this copy is to be docketed in C.A. 2582cv00364. (dated 5/7/2025) ns ni		 
05/14/2025	Endorsement on Submission of Affidavit of Sangeetha Kannan (#10.2): Other action taken A true Copy; this copy is to be docketed in C.A. 2582cv00364. (dated 5/7/2025) ns ni		 
	Judge: Leighton, Hon. Joseph		

05/27/2025	Plaintiff Dany Abouelkhier's Motion for Clarify and Correct Court Order Denying Motion to Stay with Exhibit (E-Filed 05/20/2025)mk	11	 
05/27/2025	Exhibits/Appendix (Attached to P# 11.0)		 
05/27/2025	Opposition to (P#11.0) Motion to Clarify and Correct Oder Denying -- filed by Marina Bay Residences, LLC, Bozzuto Management Company, Delaney Barrett	11.1	 
05/27/2025	Reply/Sur-reply Plaintiff's Rule 9A Reply to Defendants' Omnibus Opposition(Re: Motion to Clarify and Correct Court Order Denying Motion to Stay (#5.0)	11.2	 
05/27/2025	Plaintiff Dany Abouelkhier's Certificate of (Rule 9A) Compliance (E-Filed 05/20/2025)mk	11.3	 
05/27/2025	Plaintiff Dany Abouelkhier's Motion to Stay Proceedings Pending Appeal (Pursuant to Mass. R. Civ. P. 62(d) and Rule 9A)(E-Filed 05/20/2025)mk	12	 
05/27/2025	Opposition to (P#12.0) Motion to Stay Proceedings Pending Appeal -- filed by Marina Bay Residences, LLC, Bozzuto Management Company, Delaney Barrett	12.1	 
05/27/2025	Reply/Sur-reply Plaintiff's Reply to Defendants' Omnibus Opposition (E-Filed 05/20/2025)mk	12.2	 
05/27/2025	Plaintiff Dany Abouelkhier's Certificate of (Rule 9A) Compliance (E-Filed 05/20/2025)mk	12.3	 
05/27/2025	Plaintiff Dany Abouelkhier's Notice of Objection to Improper Pro Hac Vice and Preservation of Rights Under Special Appearance with Exhibit (E-Filed 05/20/2025)mk	13	 
05/27/2025	Exhibits/Appendix (Attached to P#13)		 
06/25/2025	Endorsement on Motion to Clarify and Correct Court Order Denying Motion to Stay (#11.0): DENIED (Leighton, J)(dated 6/20/2025) ns		 
06/25/2025	Endorsement on Motion to Stay Proceedings Pending Appeal (#12.0): DENIED (Leighton, J)(dated 6/20/2025) ns		 
07/03/2025	Plaintiff Dany Abouelkhier's Submission of Renewed Special Appearance, Reservation of Rights, and Objection to Severance(E-Filed 06/30/2025)mk	14	 
07/03/2025	Plaintiff Dany Abouelkhier's Notice of Non-Participation in Lieu of Answer and Preservation Appellate Rights(E-Filed 06/30/2025)mk	15	 
07/03/2025	Plaintiff Dany Abouelkhier's Notice of Appeal under Special Appearance and Reservation of Rights (E-Filed 06/30/2025)mk	16	 
07/11/2025	Defendant Marina Bay Residences, LLC's Request for Entry of Default on Its Counterclaim (E-Filed 07/10/2025)mk	17	 
07/11/2025	Affidavit of Carter, Esq., Kate Moran (Attorney) on behalf of Marina Bay Residences, LLC (Defendant) in Support Request for Entry of Default on Its Counterclaim (E-Filed 07/10/2025)mk	17.1	 
07/11/2025	Plaintiff Dany Abouelkhier's Supplemental, Notice of and (Renewed) Appeal Under Special Appearance and Reservation of Rights (E-Filed 07/10/2025)	18	 
07/14/2025	Plaintiff Dany Abouelkhier's EMERGENCY Motion to Stay Proceedings Pending Appeal (E-Filed 07/10/2025)mk	19	 
07/14/2025	Dany Abouelkhier's Memorandum in support of EMERGENCY Motion to Stay Proceedings Pending Appeal (E-Filed 07/10/2025)mk	19.1	 
07/14/2025	Plaintiff Dany Abouelkhier's Notice of Incorrect Address and Service Objection (E-Filed 07/10/2025)mk	20	 
07/14/2025	Plaintiff Dany Abouelkhier's Notice of Retaliatory and Coercive Settlement Offer (Filed under Special Appearance and Full Reservation of	21	 

	Rights (E-Filed 07/10/2025)mk			
07/14/2025	Exhibits/Appendix	21.1		
07/15/2025	Plaintiff Dany Abouelkhir's Notice to Transfer case to the Appeals Court and Request for Assembly of the Record (E-Filed 07/15/2025)mk	22		
07/16/2025	Plaintiff Dany Abouelkhir's Notice of (Special Appearance) Record Preservation, Objection to Retaliatory Litigation Conduct, and Reservation of Rights(E-Filed 07/15/2025)mk	23		
07/21/2025	Plaintiff Dany Abouelkhir's Motion and Memorandum for Supervisory Relief, Vacatur of unlawful Severance, and Restoration of Appellate Access(E-Filed 07/17/2025)mk	24		
07/21/2025	Exhibits/Appendix	24.1		
07/21/2025	Opposition to (P#21.0) Notice of Retaliatory and Coercive Settlement Offer; (P#23.0) Notice of Record Preservation, Objection to Retaliatory Litigation Conduct, and Reservation of Rights; (P#19.0)EMERGENCY Motion to Stay Proceedings Pending Appeal; (P#22.0) Notice to Transfer case to the Appeals Court and Request for Assembly of the Record – filed by Marina Bay Residences, LLC	25		
07/31/2025	Plaintiff Dany Abouelkhir's Notice of (Renewed) Appeal (E-Filed 07/28/2025)mk	26		
07/31/2025	Plaintiff Dany Abouelkhir's EMERGENCY Motion to Stay Proceedings under Special Appearance and Protest and Memorandum of Law (E-Filed 07/28/2025)mk	27		
08/25/2025	ORDER: --OMNIBUS PROCEDURAL ORDER NO. 1, August 21, 2025 This Procedural Order shall apply in each of the above referenced cases.	28		

The court now ORDERS as follows:

1. A Rule 16 scheduling conference shall be conducted in these three matters on NOVEMBER 17, 2025 at 2pm. That shall be an in-person hearing.

a. The previously scheduled R. 56 hearing(s) in 2182CV01044 for October 14, 2025 shall be moved to NOVEMBER 17, 2025 AT 2PM.

2. In preparation for that R. 16 Conference, and no later than five (5) business days in advance of that conference the parties shall have conferred for the purpose of

providing the court with a joint status report that addresses at least the following topics:

a. A list of all of the outstanding motion by case number and paper number;

b. An index of the most recent operative Complaint, third (or more) party complaints, answers, cross claims, counter claims. Include a diagram of each claim, brought by whom, in what action, and as to each claim identify against whom they are lodged. Similarly do the same for each counter claim or cross claim that has been raised in this case. This document will then serve as a high level summary for each pending claim, in each of the three cases, that needs to be tried or resolved.

c. A status of discovery or motion practice in each case and what the next step is to be taken in each case;

d. Identify, by docket number as it appears in the Massachusetts Court of Appeals or Supreme Judicial Court, each matter on appeal, if any;

e. Is the 2182CV01044 case prepared to brief and argue the issue of class certification? And, if not, what matters need to be addressed before the parties are ready to argue that issue;

f. In 2182CV01044, for purposes of trial, the court is likely to bifurcate the liability from the indemnification claims and first try Marina Bay's liability and if a jury determines that there is liability, only then conduct one or more subsequent trials for all indemnification and contribution claims, whether those arise under contract or by common law. The parties should be prepared to address approximately how many trial days would be required should the court adopt this format. If any party wishes to address the court about any concerns or objections with this approach they should be prepared to do so in the joint Rule 16 status report and the court will address it at the conference.

g. Whether the parties have conferred about hiring a private mediator and if so has a mediation date been scheduled? If not, then before the Rule 16 scheduling conference the parties shall so confer and be prepared to address the court on their position about mediation.

h. What is the current estimate of damages in each case, before any multiplier or attorney fees may be considered? And

i. What is the current status of the residential units in question? Has there been any sort of remediation, or has special assessment been levied to address any of the issues or deficiencies complained about in the suits?

/s/Rosemary Connolly ROSEMARY CONNOLLY

Justice of the Superior Court

rec. 8/22/2025 cs 8/25/2025

09/05/2025	Plaintiff Dany Abouelkhier's Supplemental Notice of Appeal. (e-filed received 8/28/2025)ni	29		
09/16/2025	Plaintiff Dany Abouelkhier's Notice of Non-Participation (E-Filed 09/08/2025)mk	30		
10/30/2025	ORDER: CORRECTED OMNIBUS PROCEDURAL ORDER NO. 2-OCTOBER 10,2025 (Connolly, J) (dated:10/29/25)certified copy sent pl	31		
	Judge: Connolly, Hon. Rosemary			
11/17/2025	Event Result: Rule 16 Conference scheduled on: 11/17/2025 02:00 PM Has been: Held as Scheduled Comments: FTR Room 10 -start time of 2:34:31--- Plaintiff refused to introduce himself for the record; nor speak to the court Stating special appearance Hon. Rosemary Connolly, Presiding			
11/19/2025	Plaintiff Dany Abouelkhier's Notice of Preservation of Rights, Special Appearance, and Non-Participation (E-Filed 11/07/2025)	32		
11/20/2025	ORDER: COURT ORDER AFTER THE NOVEMBER 17, 2025 CONFERENCE AND HEARING This matter came before the court on November 17, 2025 at 2:00p m. pursuant to the court's October 10, 2025 Omnibus Scheduling Order. Also appearing at this hearing were the parties in Norfolk Superior Court Civil Actions: 2182CV01044 [Marina Bay Residences LLC v. Callahan, Inc. et al.], and 2382CV00389 [Beth Materna et al. v. Marina Bay Residences LLC, Bozzuto Management Co. and Delaney Barrett]. This Order addresses Dany Abouelkhier and Sandra Fernandez, individually, and on behalf of her minor child K.F., and directs them to file all papers, motions, pleadings, and notices concerning their claims or defenses to any counterclaims ONLY in Norfolk Superior Court Civil Action 2582CV0364 now captioned: Dany Abouelkhier and Others v. Marina Bay Residences, LLC, Bozzuto Management Co., and Delaney Barrett (hereinafter referred to as the "Abouelkhier action" or (2582CV00364). The court's reasons are explained below and concludes with the court's ORDER.	33		

SUMMARY OF THE PENDING NORFOLK ACTIONS AND PROCEDURAL HISTORIES

1. Marina Bay Residences, LLC v. Callahan et al.), Civil Action No. 2182CV01044 (construction suit or 2182CV01044)

This action concerns the alleged defects in the construction of the building of the Marina Bay Residences brought by the owners of that building. Neither Abouelkhier, nor Sandra Fernandez, on her own behalf or on behalf of the minor child (hereinafter they will be referred to collectively as the (non-parties), are a party to the 2182CV01044 action. Moreover, the non-parties lack standing to intervene in that action, as they are not owners of the building.

Even though no judge of this court has allowed the non-parties to intervene in this action, they continuously demand to file nonsensical and usually "emergency" motions making needless, and indeed wasteful, demands on the parties and the court's time. By way of example, according to the parties Joint Statement for the November 17, 2025 Report, Exhibit A, in just the last four and a half months, the non-parties have attempted to file 10 motions, 9 so-called "notices", and an "emergency" Petition for Relief under G.L. c. 231, §118(1) by Ms. Fernandez of behalf of the minor child.

2. Beth Materna et al. v. Marina Bay Residences and Others, Civil Action No. 2382CV00389

("2382CV00389 action" or "tenants' claims")

This case is styled as a putative class action by the tenants against their landlord, Marina Bay Residences, and the management company for damages caused by water infiltration and disruption during the period of repairs. The tenants brought claims for violations of the lease, breaches of the implied warranty of habitability, and violation of G.L. c. 93A. However, no class has yet been certified. The parties to this action agree that they will not be ready to brief and argue the class certification issues until after the close of discovery, which is a date yet to be determined.

Initially, Dany Abouelkhir was named as the putative class representative in 2382CV00389. Beginning in early 2025, Mr. Abouelkhir filed a flurry of motions revealing that Mr. Abouelkhir and Plaintiffs' counsel had a significant breakdown in their attorney/client communications. To summarize those multiple pleadings, suffice it to say that Mr. Abouelkhir sought to discharge the Plaintiffs' firm, and the firm sought to replace Mr. Abouelkhir as the class representative. The culmination of the persistent motion practice was a March 25, 2025 hearing. At that time, the Superior Court severed Mr. Abouelkhir from the putative class action suit (the tenants' suit) and opened up a new civil action for Mr. Abouelkhir against the same defendants, advancing the same claims, with the docket number 2582CV00364 (Dany Abouelkhir v. Marina Bay Residences et al.). See 2382CV00389 paper #42 endorsement. As referenced below, Marina Bay's counterclaim was brought over to the 2582CV00364 action.

This severance did not satisfy the non-parties. Thereafter, the non-parties insisted on filing a barrage of motions and notices not only in the 2382CV00389 suit but also, as discussed below, in the 2182CV01044 action. In the 2382CV00389 case alone, Mr. Abouelkhir filed approximately 114 filings and Ms. Fernandez filed another 81, not all of which have been docketed. Additionally, there were approximately four known appeals of various rulings by Mr. Abouelkhir against Marina Bay Residences. No court has vacated the decision to sever Mr. Abouelkhir's claim from the putative class action suit. Since March of 2025, pursuant to this court's order, Mr. Abouelkhir has not been a party in the tenants' action.

3. Dany Abouelkhir v. Marina Bay Residences, et al., Civil Action No. 2582CV00364 ("Abouelkhir action" or 2582CV00364)

This action commenced in late March of 2025 after the court severed Mr. Abouelkhir's claims from the tenants' action and created a separate tenant action for Mr. Abouelkhir. In 2582CV00364, the Defendant Marina Bay Residences, LLC had brought a counterclaim for non-payment of rent against Mr. Abouelkhir. Mr. Abouelkhir failed to answer or otherwise respond and was defaulted. That counterclaim and default were carried over, along with Mr. Abouelkhir's other claims against these same defendants, into the Abouelkhir action (2582CV00364). On April 7, 2025, in the Abouelkhir action, the court allowed Mr. Abouelkhir's motion to remove the default and ordered him to answer the counterclaim by April 21, 2025 (Civil Action No. 2582CV00364 endorsement 4/7/25 Leighton, J). Rather than filing an answer or motion to dismiss Mr. Abouelkhir, pro se, filed correspondence that was docketed in which he claimed to enter a "special appearance, reservation of rights and Objection to the default on the counterclaims." (2582CV00364 paper #7). Mr. "Notice of Non-Participation in Lieu of Answer and Preservation of Appellate Rights." Notwithstanding that notice, Mr. Abouelkhir filed a dozen or more "emergency motions" while he was also apparently pursuing his appellate rights. The Marina Bay defendants seek an entry of a default as no answer has been filed despite the court's order that Mr. Abouelkhir do so by April 21, 2025. At the hearing on November 17, 2025, when the court called the case and invited Mr. Abouelkhir to step forward to be heard on Marina Bay's request for a default, Mr. Abouelkhir refused to come forward and declined his opportunity to address the motion with the court. That motion is now under advisement with the court.

4. Findings of the Court

To date, no court has granted the non-parties the right to intervene and participate in the construction suit, and they have been severed from the tenants' suit and provided with their own tenants' suit. Undaunted, they continue to vexatiously and wastefully consume the parties' resources and the clerk office's limited resources in reviewing, docketing, filing, and responding to these nonsensical papers. The parties have reported to the court, most recently in their Joint Statement for the November 17, 2025 hearing, that Dany Abouelkhir and Sandra Fernandez's numerous attempts to file papers in these actions has become an obstacle to the parties' ability to move forward in discovery in an orderly fashion. As a result of the cascade of papers from the non-parties, the parties, and frankly, the court, have dedicated resources that could be put to more productive use than addressing the frivolous, repetitive and non-meritorious submissions from the non-parties. It has become a hinderance, and frequent distraction to the court's ability to deliver a high quality of justice with all deliberate speed in these cases.

The court finds that the contents, volume, and timing of Dany Abouelkhir and Sandra Fernandez's filings lack any meritorious legal or factual substance. Even after being denied by this court, and the Massachusetts Court of Appeals, any relief that would offer them the right to participate as parties in either civil actions nos. 2182CV01044 or 2382CV00389, Dany Abouelkhir and Sandra Fernandez have engaged in a campaign of harassment by their attempts to paper these cases to a slow, grinding halt. Their attempted filings are like sand in the gears that threaten to bring justice in these matters to a halt. To serve the ends of justice for all parties, and to ensure access to this court by the rest of the public in addition to the other litigants in these cases, the court finds:

1. By severing all claims by or against Dany Abouelkhir and Sandra Fernandez (for herself and her minor child) and consolidating them all in 2582CV00364 against the same defendants as are in the

2382CV0389 tenant suit, and importing all the same claims and defenses, including Marina Bay's counterclaim for non-payment of rent, the non-parties' rights and defenses are all preserved. They are free to pursue them, or not, in the Superior Court. They have a remedy available to them should they chose to pursue one.

2. Additionally, by severing the non-parties' claims into their own action, it will permit the construction suit and the tenants' suit to proceed in a reasonable and orderly fashion to a trial or other resolution.

3. In addition, Dany Abouelkhir shows little respect for the Superior Court and its rules. For example, he and Sandra Fernandez refuse to follow the Superior Court Rule 9A requirement of serving of their papers on all parties before attempting to file them with the court. Instead, they label everything as an "emergency" motion to by-pass the Rule 9A requirements. Moreover, Mr. Abouelkhir has shown growing disrespect to the court by refusing to obey the court's order to answer the counterclaim, participate in the joint status report ordered by this court in its October 10, 2025 Omnibus Order, and then at the November 17, 2025 hearing, on more than two occasions, he refused the court's invitation to come forward when his case was called to address the court and answer the court's questions. By segregating the non-parties' claims, the court can better control this case, the litigants, and manage its docket.

4. The parties in the other two actions have beseeched this court to take action stop the non-parties from interfering in the ongoing litigation and cause them to spent their clients' resources addressing non-substantive and often repetitive motions on matters that have been denied, appealed, and reconsidered and still denied.

5. On balance, this approach to sever the non-parties' claims permits the non-parties to have their day in court, should they decide to pursue it in accordance with this court's orders, the rules of the Superior Court and the Rules of Civil Procedure, while at the same time permitting the construction action and the tenants' action to move forward toward a resolution of those matters.

Now then the Court ORDERS:

ORDER

Consistent with the verbal order provided to Abouelkhir and Sandra Fernandez on her own behalf and on behalf of her minor child in court on November 17, 2025 this court ORDERS that:

1. Dany Abouelkhir is a named plaintiff in 2582CV00364. Any pleadings, motions, notices or filings he may wish to make concerning his tenancy at Marina Bay Residences must be made, if at all, in civil action no. 2582CV00364. Dany Abouelkhir is expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389.

2. The court now adds Sandra Fernandez, on her own behalf and on behalf of the minor child K.F., as plaintiffs in civil action 2582CV00364. Their claims against Marina Bay Residence, Bozzuto Management Inc., and Delaney shall all be brought in the 2582CV00364 action. Any pleadings or filings they wish to make must be made, if at all in civil action no. 2582CV00364. Sandra Fernandez on her own behalf and on behalf of her minor child are expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389.

3. Any violation of this ORDER by the non-parties shall be considered a violation of a clear and direct COURT ORDER and may subject the violating party to the full range of court sanctions, including without limitation: initially, \$100 fines for each violation to be increased by \$25.00 per violation for a maximum fine of \$1000 should the court find a factual basis to conclude that the non-parties have engaged in continued violations of this ORDER, an award of attorneys' fees to each of the parties that are required to respond to any filing by the non-parties in 2182CV01044 or in 2382CV0389, and in addition, the court may Order dismissal of the non-parties' claims in this action, with prejudice, or any other sanction available to the court to enforce its orders.

4. If there is any variation from the spoken order and this written order, it is this written order that shall govern.

SO ORDERED

(Connolly, J.) Dated 11/19/2025 cs dg

NOTE: COURTESY COPIES OF THIS ORDER TO BE FILED AND MAILED OUT IN CASES 2182CV01044 AND 2382CV00389. dg

11/20/2025	Attorney appearance On this date Pro Se added for Plaintiff Sandra Fernandez		
11/20/2025	Attorney appearance On this date Pro Se added for Plaintiff Sandra Fernandez on behalf of the Minor Child K.F.		
11/24/2025	Defendant Marina Bay Residences, LLC's Joint Statement for the November 17 Conference (E-Filed 11/12/2025)	34	 
11/26/2025	Plaintiff Dany Abouelkhir's Notice of Special Appearance and Reservation of Appellate Rights (E-Filed 11/17/2025)	35	 
12/09/2025	Pre-Trial ORDER: After a Rule 16 Conference on November 17, 2025 the Court ORDERS. Will submit a proposed scheduling order as to Discovery. Will be filing Motion to Certify Class once discovery is complete. See Separate Order as to filing by Mr. Abouelkhir and Ms Fernandez. Future Conferences are as follows:	36	 

Jan. 12, 2026 at 2:00pm; Feb.9, 2026 at 2:00pm; March 9,2026 at 2:00pm; April 6,2026 at 2:00pm. All Conferences to be held in person. (Connolly, J)(dated: 11/17/25) ns pl

Judge: Connolly, Hon. Rosemary

01/09/2026	Attorney appearance On this date Eleftherios Stefanos Papadopoulos, Esq. added for Defendant Bozzuto Management Company and Delaney Barrett		
01/09/2026	Attorney appearance of Sarah J. McHale on behalf of Defendant, Marina Bay Residences, LLC electronically filed. (E-Filed 01/05/2026)		 
01/09/2026	Clarification / Correction of the docket: Attorney Ted Papadopoulos should have been added for Defendants, Bozzuto Management Co and Delaney Barrett on 04/02/2025 P(4.4)		 
01/09/2026	Attorney appearance On this date Daniel Dain, Esq. added for Defendant Marina Bay Residences, LLC		
01/09/2026	Clarification / Correction of the docket: Attorney Daniel Dain should have been added for Defendant, Marina Bay Residences, LLC on 05/27/2025 P(11.1)		
01/21/2026	Defendant Marina Bay Residences, LLC's Motion to dismiss for failure to prosecute e filed 1/21/26	37	 
01/21/2026	Marina Bay Residences, LLC's Memorandum in support of motion to dismiss e filed 1/21/26	37.1	 
01/21/2026	Affidavit of compliance with Rule 9A e filed 1/21/26	37.2	 
01/29/2026	Rule 9A notice of filing e filed 1/21/26	37.3	 
02/07/2026	Event Result: Conference to Review Status scheduled on: 02/09/2026 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Rosemary Connolly, Presiding		
02/07/2026	Event Result: Conference to Review Status scheduled on: 03/09/2026 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Rosemary Connolly, Presiding		
02/07/2026	Event Result: Conference to Review Status scheduled on: 04/06/2026 02:00 PM Has been: Not Held For the following reason: By Court prior to date Hon. Rosemary Connolly, Presiding		
02/10/2026	Plaintiff Sandra Fernandez on behalf of the Minor Child K.F.'s Notice of objection to Court-Directed addition of Minor K.F. Strict Limited Special Appearance by Parent and Reservation of Appellate and Substantive Rights (Procedural Only-No Consent to Jurisdiction-No Participation on the Merits) (rec'd 2/9/26)	38	 
02/10/2026	Plaintiff Dany Abouelkhir's Notice of Non-Participation, Objection to entry of default and reservation of Appellate Rights (Strict Limited Special Appearance -No Consent to Jurisdiction). (rec'd 2/9/26)	39	 
02/10/2026	Plaintiff Sandra Fernandez's Notice of Objection to Court Directed addition as a party strict limited special appearance and reservation of appellate rights (procedural only- no consent to jurisdiction-no participation on the merits). (rec'd 2/9/26)	40	 
02/17/2026	Endorsement on Motion to dismiss for failure to prosecute (#37.0): ALLOWED Upon review and having previously conducted a hearing at which time the Court invited these plaintiffs to cruise forward to address the Court re: this matter and they declined and claimed the had a "limited representation" and objected to the Court's action segregating their claims into a stand alone suite so that the other cases could proceed. These plaintiff's have not taken any action in this case and have restated their intention, that is that the refuse to participate. Now, therefore the Court ALLOWS this Motion for failure to prosecute and Orders that the Judgment enter for the Defendants' on all claims and counterclaims. The Motion is ALLOWED. (dated 2/10/2026) ns ni		 

02/17/2026	Endorsement on Notice of objection to Court-Directed addition as a party, strict limited special appearance and reservation of appellate rights (procedural only-no consent to jurisdiction-no participation on the merits) (#40.0): No Action Taken The Court acknowledges it received this filing. The Court shall take no action in as much as the Court has now dismissed this action. (dated 2/10/2026) ns ni		  Image
02/17/2026	Endorsement on Submission of Renewed Special Appearance, Reservation of Rights and Objection to severance. (#14.0): No Action Taken The Court acknowledges it received this filing. The Court shall take no action in as much as the Court has now dismissed this action. (dated 2/10/2026) ns ni		  Image
	Judge: Connolly, Hon. Rosemary		
02/17/2026	Plaintiff Dany Abouelkhier's Notice of Appeal as to endorsement on Motion to dismiss for failure to prosecute (E-Filed 02/17/2026)	41	  Image
02/17/2026	Plaintiff Sandra Fernandez's Notice of Appeal as to endorsement on Motion to dismiss for failure to prosecute (E-Filed 02/17/2026)	42	  Image
02/17/2026	Plaintiff Sandra Fernandez on behalf of the Minor Child K.F.'s Notice of Appeal as to endorsement on Motion to dismiss for failure to prosecute (E-Filed 02/17/2026)	43	  Image
03/04/2026	Endorsement on Notice of objection to Court-directed addition as a party, strict limited appearance and reservation of Appellate rights (procedural only-no consent to jurisdiction-no participation on the merits) (#40.0): Other action taken The Court RESERVES on this Motion. (dated 2/18/2026) ns ni		  Image
03/04/2026	Endorsement on Notice of non-participation, objection to entry of default and reservation of appellate rights (strict limited special appearance-no consent to jurisdiction) (#39.0): Other action taken The Court overrules the Plaintiff's Objection to the Default that has entered against him. The Court takes no action on the remaining topics in this filing. (dated 2/18/2026) ns ni		  Image
03/04/2026	Endorsement on Notice of objection to court directed addition of minor K.F., strict limited special appearance by parent and reservation of appellate and substantive rights. (procedural only-no consent to jurisdiction-no participation on the merits) (#38.0): Other action taken The Court RESERVES on this Motion (dated 2/18/2026) ns ni		  Image
	Judge: Connolly, Hon. Rosemary		
03/19/2026	Plaintiff Sandra Fernandez on behalf of the Minor Child K.F.'s Motion to Vacate Void Judgment as to Minor, Strike Improper Addition Party, and Dismiss from Action, with Memorandum of Law(E-Filed)	44	  Image
03/19/2026	Affidavit of Sandra Fernandez in Support of Minor K.F.'s Motion to Vacate Void Judgment, .	44.1	  Image
03/19/2026	Opposition to (P#44.0)(Omnibus) February 2026 Motions - filed by Marina Bay Residences, LLC	44.2	  Image
03/19/2026	Reply/Sur-reply Minor K.F.'s Reply to Marina Bay Residences, LLC's Opposition to Minor K.F.'s Motion to Vacate Void Judgment, Strike Improper Party Addition, and Dismiss Minor from Action	44.3	  Image
03/19/2026	Supplemental Affidavit of Sandra Fernandez in support of minor K.F.'s Reply	44.4	  Image
03/19/2026	Affidavit of Compliance with Superior court Rule 9A (Minor K.F.'s Motion to Vacate Void Judgment, Strike Improper Party Addition, and Dismiss Minor from Action). (E-Filed)	44.5	  Image
03/19/2026	Plaintiff Sandra Fernandez's Motion to Vacate Void Judgment with Memorandum of Law and Express Preservation of Appellate and Federal Rights pursuant to Mass. R. Civ. P. 60(b)(4).(E-Filed)	45	  Image
03/19/2026	Affidavit of Sandra Fernandez,	45.1	  Image
03/19/2026	Opposition to (P#45.0)(Omnibus) February 2026 Motions -- filed by Marina Bay Residences, LLC	45.2	  Image
03/19/2026	Reply/Sur-reply Sandra Fernandez's Reply to Marina Bay Residences, LLC's Opposition to Motion to Vacate Void Judgment	45.3	  Image
03/19/2026	Certification of Compliance with Superior Court Rule 9A	45.4	  Image

03/25/2026	Plaintiff Dany Abouelkhier's Motion to Vacate Judgment with Memorandum of Law and Express Preservation of Appellate Rights, Pursuant to Mass. R. Civ. P. 60(b)(1), 60(b)(6), and 41(b)(2)(E-Filed)	46			Image
03/25/2026	Opposition to (P#46.0) Motion to Vacate Dismissal and Judgment -- filed by Marina Bay Residences, LLC	46.1			Image
03/25/2026	Reply/Sur-reply	46.2			Image
	Plaintiff Dany Abouelkhier's Reply in Support of Motion to Vacate Dismissal and Judgment				Image
03/25/2026	Affidavit of Dany Abouelkhier	46.3			Image
03/25/2026	Plaintiff's Rule 9A Certificate of Compliance and Assembly of Record	46.4			Image

EXHIBIT I

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT
CIVIL ACTION
No. 2582CV00364

DANY ABOUELKHIER

vs.

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

COURT ORDER AFTER THE NOVEMBER 17, 2025 CONFERENCE AND HEARING

This matter came before the court on November 17, 2025 at 2:00p.m. pursuant to the court's October 10, 2025 Omnibus Scheduling Order. Also appearing at this hearing were the parties in Norfolk Superior Court Civil Actions: 2182CV01044 [*Marina Bay Residences LLC v. Callahan, Inc. et al.*]; and 2382CV00389 [*Beth Materna et al. v. Marina Bay Residences LLC, Bozzuto Management Co. and Delaney Barrett*].¹ This Order addresses Dany Abouelkhier and Sandra Fernandez, individually, and on behalf of her minor child K.F., and directs them to file all papers, motions, pleadings, and notices concerning their claims or defenses to any counterclaims ONLY in Norfolk Superior Court Civil Action 2582CV0364 now captioned: *Dany Abouelkhier and Others*² v. *Marina Bay Residences, LLC, Bozzuto Management Co., and Delaney Barrett* (hereinafter referred to as the "Abouelkhier action" or "2582CV00364"). The court's reasons are explained below and concludes with the court's ORDER.

¹ The Court issued an Omnibus Scheduling Order No. 2 dated October 10, 2025 in the three actions, which required the parties in all three actions to meet and confer and prepare a joint report for the court. Mr. Abouelkhier declined to participate. The court held an in-person status conference and motion hearing on November 17, 2025.

² Sandra Fernandez on her own behalf and on behalf of her minor child K.F.

11/19/2025
RECEIVED & FILED
CLERK OF THE COURTS
NORFOLK COUNTY

SUMMARY OF THE PENDING NORFOLK ACTIONS AND PROCEDURAL HISTORIES

T. Marina Bay Residences, LLC v. Callahan et al., Civil Action No. 2182CV01044
("construction suit" or 2182CV01044)

This action concerns the alleged defects in the construction of the building of the Marina Bay Residences brought by the owners of that building. Neither Abouelkhier, nor Sandra Fernandez, on her own behalf or on behalf of the minor child (hereinafter they will be referred to collectively as the "non-parties"), are a party to the 2182CV01044 action. Moreover, the non-parties lack standing to intervene in that action, as they are not owners of the building.

Even though no judge of this court has allowed the non-parties to intervene in this action, they continuously demand to file nonsensical and usually "emergency" motions making needless, and indeed wasteful, demands on the parties and the court's time. By way of example, according to the parties Joint Statement for the November 17, 2025 Report, Exhibit A, in just the last four and a half months, the non-parties have attempted to file 10 motions, 9 so-called "notices," and an "emergency" Petition for Relief under G.L. c. 231, §118(1) by Ms. Fernandez of behalf of the minor child.

2. Beth Materna et al. v. Marina Bay Residences and Others.³ Civil Action No. 2382CV00389 ("2382CV00389 action" or "tenants' claims")

This case is styled as a putative class action by the tenants against their landlord, Marina Bay Residences, and the management company for damages caused by water infiltration and disruption during the period of repairs. The tenants brought claims for violations of the lease, breaches of the implied warranty of habitability, and violation of G.L. c. 93A. However, no class has yet been certified. The parties to this action agree that they will not be ready to brief

³ Bozzuto Management Co. and Delaney Barrett.

and argue the class certification issues until after the close of discovery, which is a date yet to be determined.⁴

Initially, Dany Abouelkhier was named as the putative class representative in 2382CV00389.⁵ Beginning in early 2025, Mr. Abouelkhier filed a flurry of motions revealing that Mr. Abouelkhier and Plaintiffs' counsel had a significant breakdown in their attorney/client communications. To summarize those multiple pleadings, suffice it to say that Mr. Abouelkhier sought to discharge the Plaintiffs' firm, and the firm sought to replace Mr. Abouelkhier as the class representative. The culmination of the persistent motion practice was a March 25, 2025 hearing. At that time, the Superior Court severed Mr. Abouelkheir from the putative class action suit (the tenants' suit) and opened up a new civil action for Mr. Abouelkhier against the same defendants, advancing the same claims, with the docket number 2582CV00364 (*Dany Abouelkhier v. Marina Bay Residences et al.*).⁶ See 2382CV00389 paper #42 endorsement. As referenced below, Marina Bay's counterclaim was brought over to the 2582CV00364 action.

This severance did not satisfy the non-parties. Thereafter, the non-parties insisted on filing a barrage of motions and notices not only in the 2382CV00389 suit but also, as discussed below, in the 2182CV01044 action. In the 2382CV00389 case alone, Mr. Abouelkhier filed approximately 114 filings and Ms. Fernandez filed another 81, not all of which have been docketed. Additionally, there were approximately four known appeals of various rulings by Mr. Abouelkhier against Marina Bay Residences.⁷ No court has vacated the decision to sever Mr.

⁴ The parties in that action are preparing a proposed scheduling order for the court which will be addressed at the next status hearing in January.

⁵ Mr. Abouelkhier is alleged to have been a resident at the Marina Bay Residences at least during the relevant time period.

⁶ The court also waived all filing fees in connection with the creation of the new lawsuit for Abouelkhier. See docket no. 2582CV00364 entry dated 4/1/25 Financial Note.

⁷ The known appellate actions brought by Abouelkhier against Marina Bay Residences are: 2025-P-1218; 2025-P-0837, 2025-P-0726, and 2025-P-0519. All are closed except for 2025-P-1218.

Abouelkhier's claim from the putative class action suit. Since March of 2025, pursuant to this court's order, Mr. Abouelkhier has not been a party in the tenants' action.

3. *Dany Abouelkhier v. Marina Bay Residences, et al.*, Civil Action No. 2582CV00364 ("Abouelkhier action" or 2582CV00364)

This action commenced in late March of 2025 after the court severed Mr. Abouelkhier's claims from the tenants' action and created a separate tenant action for Mr. Abouelkhier. In 2582CV00364, the Defendant Marina Bay Residences, LLC had brought a counterclaim for non-payment of rent against Mr. Abouelkhier. Mr. Abouelkhier failed to answer or otherwise respond and was defaulted. That counterclaim and default were carried over, along with Mr. Abouelkhier's other claims against these same defendants, into the Abouelkhier action (2582CV00364). On April 7, 2025, in the Abouelkhier action, the court allowed Mr. Abouelkhier's motion to remove the default and ordered him to answer the counterclaim by April 21, 2025 (Civil Action No. 2582CV00364 endorsement 4/7/25 Leighton, J). Rather than filing an answer or motion to dismiss Mr. Abouelkhier, pro se, filed correspondence that was docketed in which he claimed to enter a "special appearance, reservation of rights and Objection to the default on the counterclaims." (2582CV00364 paper #7). Mr. Abouelkhier sought to stay the action pending an appeal which the court denied (2582CV00364 docket entry 6/25/25 Leighton, J.). Then, on July 3, 2025, Mr. Abouelkhier filed a "Notice of Non-Participation in Lieu of Answer and Preservation of Appellate Rights." Notwithstanding that notice, Mr. Abouelkhier filed a dozen or more "emergency motions" while he was also apparently pursuing his appellate rights.

The Marina Bay defendants seek an entry of a default as no answer has been filed despite the court's order that Mr. Abouelkhier do so by April 21, 2025. At the hearing on November 17, 2025, when the court called the case and invited Mr. Abouelkhier to step forward to be heard on

Marina Bay's request for a default, Mr. Abouelkhier refused to come forward and declined his opportunity to address the motion with the court. That motion is now under advisement with the court.

4. Findings of the Court

To date, no court has granted the non-parties the right to intervene and participate in the construction suit, and they have been severed from the tenants' suit and provided with their own tenants' suit. Undaunted, they continue to vexatiously and wastefully consume the parties' resources and the clerk office's limited resources in reviewing, docketing, filing, and responding to these nonsensical papers. The parties have reported to the court, most recently in their Joint Statement for the November 17, 2025 hearing, that Dany Abouelkhier and Sandra Fernandez's numerous attempts to file papers in these actions has become an obstacle to the parties' ability to move forward in discovery in an orderly fashion.⁸ As a result of the cascade of papers from the non-parties, the parties, and frankly, the court, have dedicated resources that could be put to more productive use than addressing the frivolous, repetitive and non-meritorious submissions from the non-parties. It has become a hinderance, and frequent distraction to the court's ability to deliver a high quality of justice with all deliberate speed in these cases.

The court finds that the contents, volume, and timing of Dany Abouelkhier and Sandra Fernandez's filings lack any meritorious legal or factual substance. Even after being denied by this court, and the Massachusetts Court of Appeals, any relief that would offer them the right to participate as parties in either civil actions nos. 2182CV01044 or 2382CV0389, Dany Abouelkhier and Sandra Fernandez have engaged in a campaign of harassment by their attempts

⁸ See pages 20 – 27, Ex. B which lists, since June of 2025, 33 outstanding motions by the non-parties and 22 "notices" that have been docketed. Additionally, there are several appeals that the non-parties have brought. At this time, there appears to be perhaps one active appeal.

to paper these cases to a slow, grinding halt. Their attempted filings are like sand in the gears that threaten to bring justice in these matters to a halt.

To serve the ends of justice for all parties, and to ensure access to this court by the rest of the public in addition to the other litigants in these cases, the court finds:

1. By severing all claims by or against Dany Abouelkhier and Sandra Fernandez (for herself and her minor child) and consolidating them all in 2582CV0364 against the same defendants as are in the 2382CV0389 tenant suit, and importing all the same claims and defenses, including Marina Bay's counterclaim for non-payment of rent, the non-parties' rights and defenses are all preserved. They are free to pursue them, or not, in the Superior Court. They have a remedy available to them should they chose to pursue one.⁹
2. Additionally, by severing the non-parties' claims into their own action, it will permit the construction suit and the tenants' suit to proceed in a reasonable and orderly fashion to a trial or other resolution.
3. In addition, Dany Abouelkhier shows little respect for the Superior Court and its rules. For example, he and Sandra Fernandez refuse to follow the Superior Court Rule 9A requirement of serving of their papers on all parties before attempting to file

⁹ At the hearing on November 17, 2025, when his case was called, 2582CV00364, and the court invited him to step forward and address the court from the Plaintiff's table (and microphone), Abouelkhier stood where he was sitting and refused to come forward. He instead read from a paper stating that he was "pro se and he was there by special appearance and under a reservation of rights." While not clear what he meant, it appears that he was attempting to challenge the jurisdiction of the court. Given, however, the dozen upon dozen of filings he has made or attempted to made in this court and in these actions, even if there was a jurisdictional issue, which there is not, by his conduct, he has certainly waived it. He has made dozens and dozens of attempts to invoke this court's jurisdiction. Dany Abouelkhier has recently given papers to the court indicating that he does not recognize 2582CV00364 and refuses to participate in that suit. That is, of course, his choice not to participate. But he does not have a right to be a plaintiff in 2182CV01044 and further, unless or until the court were to certify a class of past or current tenants in 2382CV00389, he is not a party in that action. Though if the class is certified in that case he, like all other similarly situated persons, would stand to obtain the same relief, if any, recovered from that suit.

them with the court. Instead, they label everything as an "emergency" motion to bypass the Rule 9A requirements. Moreover, Mr. Abouelkhier has shown growing disrespect to the court by refusing to obey the court's order to answer the counterclaim, participate in the joint status report ordered by this court in its October 10, 2025 Omnibus Order, and then at the November 17, 2025 hearing, on more than two occasions, he refused the court's invitation to come forward when his case was called to address the court and answer the court's questions. By segregating the non-parties' claims, the court can better control this case, the litigants, and manage its docket.

4. The parties in the other two actions have beseeched this court to take action stop the non-parties from interfering in the ongoing litigation and cause them to spent their clients' resources addressing non-substantive and often repetitive motions on matters that have been denied, appealed, and reconsidered and still denied.
5. On balance, this approach to sever the non-parties' claims permits the non-parties to have their day in court, should they decide to pursue it in accordance with this court's orders, the rules of the Superior Court and the Rules of Civil Procedure, while at the same time permitting the construction action and the tenants' action to move forward toward a resolution of those matters.

Now then the Court ORDERS:

ORDER

Consistent with the verbal order provided to Abouelkhier and Sandra Fernandez on her own behalf and on behalf of her minor child in court on November 17, 2025 this court **ORDERS** that:

1. Dany Abouelkhier is a named plaintiff in 2582CV00364. Any pleadings, motions, notices or filings he may wish to make concerning his tenancy at Marina Bay Residences must be made, if at all, in civil action no. 2582CV00364. **Dany Abouelkhier is expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389.**
2. The court now adds Sandra Fernandez, on her own behalf and on behalf of the minor child K.F., as plaintiffs in civil action 2582CV00364. Their claims against Marina Bay Residence, Bozzuto Management Inc., and Delaney shall all be brought in the 2582CV00364 action. Any pleadings or filings they wish to make must be made, if at all in civil action no. 2582CV00364. **Sandra Fernandez on her own behalf and on behalf of her minor child are expressly prohibited by this court ORDER from attempting to file or asking to file or seeking to file any pleading, motion, paper, or notice in either civil action 2182CV01044 or civil action 2382CV00389.**
3. Any violation of this ORDER by the non-parties shall be considered a violation of a clear and direct COURT ORDER and may subject the violating party to the full range of court sanctions, including without limitation: initially, \$100 fines for each violation to be increased by \$25.00 per violation for a maximum fine of \$1000 should the court find a factual basis to conclude that the non-parties have engaged in continued violations of this ORDER, an award of attorneys' fees to each of the parties that are required to respond to any filing by the non-parties in 2182CV01044 or in 2382CV0389, and in addition, the court may Order dismissal of the non-parties'

claims in this action, with prejudice, or any other sanction available to the court to enforce its orders.

4. If there is any variation from the spoken order and this written order, it is this written order that shall govern.

SO ORDERED

/s/Rosemary Connolly
ROSEMARY CONNOLLY
Justice of the Superior Court

DATE: NOVEMBER 19, 2025