COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

SUPERIOR COURT DEPARTMENT

PLYMOUTH, ss. Civil Action No.: _______________

SANDRA FERNANDEZ,
Plaintiffs,

v.

Keches Law Group, P.C., and
Jonathan D. Sweet, Esq.,
Defendant.

COMPLAINT AND JURY DEMAND
(Civil Action for Legal Malpractice, Breach of Fiduciary Duty, Breach of Confidentiality/ Attorney-Client Privilege, Fraud, Breach of Contract, Conversion of Client File, Invasion of Privacy, Defamation, Unfair and Deceptive Practices under G.L. c. 93A, and Related Claims)

I. INTRODUCTION

1. This is a civil action for legal malpractice, breach of fiduciary duty, breach of attorney-client privilege, fraud, breach of contract, conversion of client files, invasion of privacy, defamation, and unfair and deceptive practices under G.L. c. 93A.

2. Plaintiff Sandra Fernandez retained Defendant Jonathan D. Sweet, Esq., a partner of Defendant Keches Law Group, P.C., under a contingency fee agreement to pursue her individual claims arising from tenancy-related harms at Marina Bay.

3. Rather than protecting Plaintiff's rights, Defendants engaged in a systematic pattern of betrayal and collusion that included:

- misrepresenting that Plaintiff could not pursue individual claims and coercing her into a fabricated class structure that served Defendants' own interests;

- filing the Second Amended Complaint misusing Plaintiff's name and her minor child's injuries without knowledge or consent, then severing her claims to strip her of control;
- speaking about her son's injuries in open court without authorization, while simultaneously suppressing his right to intervene;
- opposing Plaintiff's own motions and appeals in Norfolk Superior Court, despite being bound by a signed contingency fee agreement to represent her;
- aligning with Beth Materna and opposing counsel to silence Plaintiff's voice by requesting a gag order from the court, undermine her credibility, and block her right of access to appellate review;
- using the shield of attorney-client privilege to collude with other parties while withholding Plaintiff's privileged information from her;
- failing to return Plaintiff's complete client file, instead sending expired, inaccessible drafts in violation of Rule 1.16(e);
- making false and disparaging statements about Plaintiff in court filings and argument to discredit her; and
- disregarding explicit written instructions, including cease-and-desist directives, that no documents were to be filed without Plaintiff's consent.

4. Through these acts, Defendants breached every core duty owed to Plaintiff—loyalty, confidentiality, candor, and zealous advocacy—while simultaneously advancing their own financial interests and protecting defendants' insurers.

5. Plaintiff brings this action to recover damages, obtain injunctive relief, and

hold Defendants accountable for the malicious misuse of her name, her child's identity, her privileged information, and her right to be heard in court.

II. PARTIES

6. Plaintiff Sandra Fernandez ("Plaintiff") is an individual residing in Braintree, Norfolk County, Massachusetts.

7. Defendant Keches Law Group, P.C. ("Keches") is a professional corporation organized under the laws of Massachusetts, with its principal office and headquarters located at 2 Lakeshore Center, Suite 3, Bridgewater, Plymouth County, Massachusetts 02324. Keches also maintains offices in Milton and throughout Massachusetts.

8. Defendant Jonathan D. Sweet, Esq. ("Sweet") is an attorney licensed to practice law in the Commonwealth of Massachusetts and a partner of Keches Law Group, P.C. At all times relevant, Sweet acted individually and as an agent, employee, and partner of Keches.

III. JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to G.L. c. 212, § 4, because the damages claimed exceed $50,000, exclusive of interest and costs. Plaintiff also seeks equitable and injunctive relief, including orders regarding the return of her client file and protection of her confidential information, which are within the jurisdiction of this Court.

10. Venue is proper in Plymouth County Superior Court under G.L. c. 223, §§ 1 and 2, because:

- a. Defendant Keches Law Group, P.C. is a professional corporation with its principal office and corporate headquarters located at 2 Lakeshore Center, Suite 3, Bridgewater, Plymouth County, Massachusetts 02324;
- b. Defendant Jonathan D. Sweet, Esq. is a partner of Keches, and at all times relevant acted individually and as an agent, employee, and partner of Keches; and
- c. A substantial portion of the acts, omissions, decisions, and injuries described herein were directed from, connected to, or carried out through Defendants' Bridgewater headquarters.

IV. FACTUAL BACKGROUND

11. On or about April 4, 2023, Plaintiff Sandra Fernandez ("Plaintiff") retained Jonathan D. Sweet, Esq. and his firm, a partner at Keches Law Group, P.C. ("Keches"), under a contingency fee agreement to prosecute Plaintiff's individual claims arising from tenancy-related harms at Marina Bay.

12. At the time of retention, Plaintiff and her minor child were among the first and only tenants with viable claims. Defendants represented that Plaintiff's case was "ideal" for litigation and promised that her individual claims would be pursued aggressively.

13. In reality, Defendants built their case on Plaintiff's personal life and her child's injuries. Plaintiff herself performed the majority of factual development, including documenting conditions, organizing tenants meetings, and collecting records. Plaintiff estimates that she performed 80–90% of the factual work that Defendants later relied upon in their pleadings.

14. Defendants misrepresented to Plaintiff and other tenants that they could not file individual claims and were required to proceed only as part of a “class.” These statements were false, but they induced Plaintiff to forbear from filing her own case while statutes of limitation continued to run.

15. On April 26, 2023, Defendants issued a letter to tenants stating the case “will have to be filed as a class action,” that the court would not permit “hundreds of individual lawsuits,” and that tenants would “automatically” be included. These statements were knowingly false and materially misleading.

16. In 2024, Defendants filed a Second Amended Complaint that used Plaintiff’s name, story, and circumstances without her knowledge or consent, and further referenced her minor child’s injuries in open court without authorization. Plaintiff had expressly instructed that no filing could be made without her written consent.

17. Despite using Plaintiff and her son’s experiences as the factual backbone of the Second Amended Complaint, Defendants did not name Plaintiff as a party. Instead, Plaintiff was left in legal limbo—referenced in pleadings without being formally included—denying her any ability to control or direct her own claims.

18. In or about June 2025, Plaintiff attempted to intervene in the litigation to protect her and her son’s rights. By that time, Defendants had already taken positions directly adverse to Plaintiff, including filing oppositions to block her intervention and participation.

19. Defendants further aligned with Beth Materna, whom they installed as a substitute plaintiff, and with opposing counsel, actively working to silence Plaintiff by requesting gag order, undermine her filings, and block her access to appellate review.

20. Defendants also spoke about Plaintiff's minor child's injuries in open court without permission and in breach of a cease and desist demand, while simultaneously taking positions designed to suppress his ability to intervene or pursue relief. At the same time, Defendants held a contingency fee agreement with the minor, compounding their conflict of interest.

21. Throughout this period, Defendants invoked attorney-client privilege as a sword, colluding with adverse parties or leveraging confidential information to Plaintiff's detriment, while withholding privileged communications and documents from Plaintiff herself. On information and belief, opposing parties used confidential information provided by Sweet regarding Plaintiff's minor child in attempts to negotiate a settlement that would extinguish the child's rights—without the knowledge or consent of the child's legal guardian.

22. When Plaintiff demanded her complete client file, Defendants failed to provide it as required by Mass. R. Prof. C. 1.16(e). Instead, they delivered expired, inaccessible draft links, depriving Plaintiff of a usable file and hindering her ability to obtain successor counsel.

23. Plaintiff also issued cease-and-desist letters to protect her and her son's rights, but Defendants disregarded them and continued to act as if such directives did not exist.

24. On or about February 12, 2025, Plaintiff Dany Abouelkhier, then the only named plaintiff, and Plaintiff Sandra Fernandez both formally discharged Defendant Sweet as counsel. Written notice was given, and Sweet's authority to act was revoked.

25. Despite this discharge, Defendant Sweet continued to file pleadings, appear, and act in the litigation as though he still represented his former clients. These filings included naming Plaintiff and her minor child in pleadings to defend his severance of former client Abouelkhier. Such actions were unauthorized, unlawful, and directly adverse to Plaintiff's interests.

26. Sweet also engineered the severance of his own client from the case, while already discharged, all while continuing to exploit Plaintiff's and her child's facts as the backbone of the litigation.

27. Upon information and belief, as of February 2025, Defendant Sweet has been under investigation by the Massachusetts Board of Bar Overseers (BBO) for misconduct relating to the Marina Bay litigation.

28. On September 29, 2025, Defendants issued a contradictory letter admitting that individual claims (including personal injury, retaliation, wrongful eviction, and G.L. c. 93A damages) could not be resolved through the class posture and would expire if not filed separately—flatly contradicting their 2023 assurances.

29. This reversal confirmed that Defendants had knowingly misled Plaintiff, suppressing her claims and sacrificing her rights in order to consolidate power, protect defendants' insurers, and secure their own fees.

30. Defendants also made false and disparaging statements about Plaintiff in court filings and argument, portraying her as disruptive or unfit to be heard, while continuing to rely on her story to control the litigation. Defendants even sought court orders to silence Plaintiff, restrict her ability to file pleadings, and prevent her minor son

from asserting claims—despite no longer having any authority to represent either of them.

31. As a result of Defendants' conduct, Plaintiff has suffered damages including:

• loss and impairment of legal claims due to statutes of limitation;

• diminished recovery potential for insurance-covered injuries;

• deprivation of her client file and inability to secure new counsel;

• invasion of privacy and misuse of her and her child's identities;

• reputational harm and emotional distress; and

• costs and delay associated with reconstructing her case.

32. Plaintiff's damages exceed $50,000, exclusive of interest and costs. Plaintiff also seeks injunctive relief compelling the full return of her client file, prohibiting Defendants from further use of her or her child's identities without written consent, and protecting her privileged information from further misuse.

33. Beyond the loss of legal claims, Plaintiff has endured severe emotional distress directly caused by Defendants' misconduct. Plaintiff has suffered months of sleepless nights, constant stress, and overwhelming anxiety while attempting to draft pleadings herself and protect her and her son's rights, after the attorney she hired to relieve that burden instead turned against her.

34. Defendants compounded this harm by making false and disparaging statements about Plaintiff in pleadings and arguments, portraying her as disruptive or unfit to be heard. On multiple occasions, Defendants sought court orders designed to silence Plaintiff, restrict her ability to file pleadings, and prevent her minor son from

asserting claims—tactics intended not to advance legitimate advocacy, but to suppress the voices of those who had entrusted Defendants with their story.

35. As a result, Plaintiff has not only suffered legal and financial injury but also lasting reputational damage, humiliation, and emotional harm. Defendants' betrayal of trust has left Plaintiff with greater harm than that inflicted by the original defendants at Marina Bay.

36. Defendants' conduct went beyond negligence. They actively aided the very defendants Plaintiff sought to sue, positioning the litigation not to vindicate tenants' rights but to facilitate a quick settlement that excluded and silenced Plaintiff.

37. Plaintiff was the original source of the case. She identified the defendants, documented the conditions, and organized the tenants. Without Plaintiff's work, Defendants would not have had a viable case or clients. Plaintiff's efforts supplied 80–90% of the factual and organizational foundation upon which Defendants built their filings.

38. Once Defendants secured clients and pleadings using Plaintiff's work, they discarded her, opposed her motions, and aligned with adverse parties. In doing so, they intentionally harmed the very victim whose story and evidence created the case in the first place.

39. Defendants also enriched themselves at Plaintiff's expense. By leveraging Plaintiff's work product and reputation with other tenants, Defendants expanded their client base and positioned themselves for fees, while simultaneously depriving Plaintiff of her own rights and remedies.

40. Defendants further committed fraud upon clients and the court by repeatedly misrepresenting that the action was a “class action.” In multiple communications and court filings, Defendants described the case as a certified class action, despite the fact that no Rule 23 motion for class certification has ever been filed.

41. By continuing to assert a non-existent “class,” Defendants misled tenants, Plaintiff, and even the Massachusetts Appeals Court, falsely assuring them that collective claims were preserved while in reality no class exists and no class claims are alive.

V. COUNTS

COUNT I – LEGAL MALPRACTICE (PROFESSIONAL NEGLIGENCE) (Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

42. Plaintiff realleges and incorporates by reference paragraphs 1through 41 as though fully set forth herein.

43. At all relevant times, Defendant Jonathan D. Sweet, Esq. was an attorney licensed in Massachusetts and a partner/owner of Defendant Keches Law Group, P.C., with offices in Milton and Bridgewater, Massachusetts.

44. Defendant Keches Law Group, P.C. held itself out as a law firm competent to handle complex tenant litigation, and Defendant Sweet acted at all times as an agent, partner, and representative of the firm.

45. By reason of the attorney-client relationship, Defendants owed Plaintiff a duty to exercise the knowledge, skill, and ability ordinarily exercised by reasonably competent attorneys in the Commonwealth of Massachusetts under similar circumstances.

46. Defendants breached these duties of care by, among other things:

- misrepresenting that Plaintiff could not pursue individual claims and was required to proceed only as part of a "class";
- filing a Second Amended Complaint that used Plaintiff's and her minor child's names, stories, and injuries without knowledge or consent;
- failing to file or preserve Plaintiff's individual claims, allowing statutes of limitation to run;
- opposing Plaintiff's motions to intervene, despite obligations under the contingency agreement;
- colluding with substitute plaintiff Beth Materna and opposing counsel to suppress Plaintiff's rights;
- continuing to file pleadings and act as though authorized after being discharged as counsel;
- withholding Plaintiff's client file in violation of Mass. R. Prof. C. 1.16(e); and
- disparaging Plaintiff in pleadings and arguments, while advancing positions directly adverse to her.

47. As a direct and proximate result of Defendants' negligence and professional misconduct, Plaintiff has suffered damages including, but not limited to:

- loss and impairment of viable legal claims;
- diminished recovery potential for insurance-covered injuries;
- deprivation of her client file and inability to secure successor counsel;
- reputational harm and humiliation; and
- severe emotional distress.

48. Plaintiff's damages exceed $50,000, exclusive of interest and costs.

WHEREFORE, Plaintiff requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. compensatory damages in an amount to be proven at trial;

b. interest, costs, and reasonable attorney's fees; and

c. such other and further relief as the Court deems just and proper.

COUNT II – BREACH OF FIDUCIARY DUTY
(Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

49. Plaintiff realleges and incorporates by reference paragraphs 1through 48 as though fully set forth herein.

50. By reason of the attorney-client relationship created by the contingency fee agreement, Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C. owed Plaintiff the highest fiduciary duties of loyalty, candor, good faith, and the duty to act solely in the best interests of the client.

51. Defendants breached these fiduciary duties by:

- misrepresenting Plaintiff's rights and deceiving her into believing she could not pursue individual claims;
- using Plaintiff's name, affidavits, and minor child's injuries in pleadings without authorization;
- failing to preserve Plaintiff's claims while securing control of the litigation for themselves;
- siding with substitute plaintiff Beth Materna and with opposing counsel against Plaintiff's interests;
- opposing Plaintiff's intervention and appellate filings;

- colluding to silence Plaintiff and her minor child while continuing to exploit their stories to advance the case;
- withholding Plaintiff's client file and refusing to return it as required by law;
- continuing to file pleadings and appear in court on matters involving Plaintiff and her child after being formally discharged as counsel; and
- enriching themselves by leveraging Plaintiff's work and story to build a broader case, while excluding and harming her.

52. Defendants' conduct was not the result of negligence alone, but a deliberate betrayal of trust undertaken to advance their own financial interests and protect opposing parties, while abandoning the duties owed to Plaintiff.

53. As a direct and proximate result of Defendants' breach of fiduciary duty, Plaintiff has suffered damages including, but not limited to:

- loss of her legal claims and remedies;
- invasion of privacy and misuse of her and her son's identities;
- reputational harm, humiliation, and emotional distress; and
- unjust enrichment by Defendants at Plaintiff's expense, including the value of fees, clients, and settlements obtained through Plaintiff's work and story.

54. Plaintiff's damages exceed $50,000, exclusive of interest and costs.

WHEREFORE, Plaintiff requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. compensatory damages in an amount to be proven at trial;

b. disgorgement of all profits, fees, or benefits obtained by Defendants as a result of their breach;

c. punitive damages;

d. interest, costs, and reasonable attorney's fees; and

e. such other and further relief as the Court deems just and proper.

<u>COUNT III – FRAUD / FRAUDULENT MISREPRESENTATION</u>
<u>(Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)</u>

55. Plaintiff realleges and incorporates by reference paragraphs 1through 54 as though fully set forth herein.

56. At all relevant times, Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C. owed Plaintiff duties of honesty, candor, and fair dealing, both as her attorneys and as fiduciaries.

57. Between April 2023 and March 2025, Defendants made numerous false statements of material fact to Plaintiff, both orally and in writing. In particular:

a. On or about April 26, 2023, Defendants, through Attorney Jonathan D. Sweet, issued a letter and group message to tenants stating that "the case will have to be filed as a class action" and that tenants "will automatically be included," even though no such certification existed;

b. Between May and June 2023, in text messages and email communications with Plaintiff, Sweet reiterated that individual cases "could not" be filed and that all tenants "had to" proceed together, which was false;

c. On or about December 6, 2024, Sweet filed the Second Amended Complaint representing to the court that it was a class action and using Plaintiff's name and facts without authorization; and

d. On or about March 3, 2025, Sweet further represented in filings that the class was properly constituted and that Plaintiff's claims were being "handled," concealing that he had in fact abandoned them.

58. Defendants knew these statements were false when made, intended for Plaintiff and other tenants to rely upon them, and used those misrepresentations to maintain control of the litigation and secure attorney's fees and reputational benefits, while depriving Plaintiff of her individual rights.

59. Plaintiff relied on these representations by refraining from filing her own case and continuing to assist Defendants under the belief they were acting on her behalf. Plaintiff has retained copies of relevant emails, messages, and letters showing the specific false statements and can provide them in discovery.

60. As a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiff suffered damages including:

- the loss of her legal claims due to statutes of limitation;
- loss of control over her own and her son's rights;
- invasion of privacy and reputational harm; and
- severe emotional and financial injury.

61. Defendants' conduct was willful, wanton, and intentional, warranting an award of compensatory and punitive damages.

WHEREFORE, Plaintiff requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. compensatory damages in an amount to be proven at trial;

b. punitive damages;

c. disgorgement of profits wrongfully obtained through fraud;

d. interest, costs, and reasonable attorney's fees; and

e. such other and further relief as the Court deems just and proper.

COUNT IV – BREACH OF CONTRACT
(Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

62. Plaintiff realleges and incorporates by reference paragraphs 1through 61 as though fully set forth herein.

63. On or about April 4, 2023, Plaintiff entered into a written contingency fee agreement with Defendant Jonathan D. Sweet, Esq., acting individually and in his capacity as a partner and agent of Defendant Keches Law Group, P.C.

64. Under the terms of that agreement, Defendants undertook to prosecute Plaintiff's individual claims arising out of all tenancy-related harms at Marina Bay in exchange for a contingency fee interest in any recovery.

65. Plaintiff performed all obligations under the agreement by retaining Defendants, providing extensive factual evidence and documentation, organizing tenants, and entrusting Defendants with her personal story and her son's injuries.

66. Defendants, Sweet and Keches, materially breached the agreement by:

- failing to prosecute Plaintiff's individual claims as promised;
- misrepresenting to Plaintiff that individual claims could not be pursued;
- using Plaintiff's and her son's names and injuries in pleadings without consent while refusing to include her as a party;
- opposing Plaintiff's motions to intervene and protect her rights;
- abandoning Plaintiff's claims while pursuing a broader case for their own financial benefit; and
- continuing to act without authorization after Plaintiff discharged them.

67. As a direct and proximate result of Defendants' breaches, Plaintiff has suffered damages including:

- loss of her contractual expectation of representation;
- loss of legal claims and remedies;
- reputational harm and emotional distress; and
- unjust enrichment of Defendants, who obtained clients and fees based on

Plaintiff's work and evidence.

68. Plaintiff's damages exceed $50,000, exclusive of interest and costs.

WHEREFORE, Plaintiff requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. compensatory damages in an amount to be proven at trial;

b. disgorgement of all fees and profits earned by Defendants in connection with Plaintiff's case;

c. interest, costs, and reasonable attorney's fees; and

d. such other and further relief as the Court deems just and proper.

COUNT V – INVASION OF PRIVACY / UNAUTHORIZED USE OF IDENTITY (Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

69. Plaintiff realleges and incorporates by reference paragraphs 1through 68 as though fully set forth herein.

70. At all relevant times, Defendants Jonathan D. Sweet, Esq., acting individually and as a partner/agent of Keches Law Group, P.C., used Plaintiff's and her minor child's names, stories, affidavits, and private information in court filings and proceedings without knowledge or consent.

71. Defendants further referenced Plaintiff's minor child's medical and personal circumstances in open court without authorization, despite Plaintiff's express instructions that no filing could be made without her written consent.

72. By these actions, Defendants intruded upon Plaintiff's and her child's right to privacy, misappropriated their identities, and publicly disclosed private facts, causing humiliation, reputational harm, and emotional distress.

73. Defendants' conduct was not incidental or negligent but intentional, undertaken to advance their litigation strategy and secure fees while disregarding Plaintiff's and her child's rights.

74. As a direct and proximate result of Defendants' invasion of privacy and unauthorized use of identity, Plaintiff has suffered damages including:

- invasion of privacy and loss of control over her and her child's personal information;
- reputational damage;
- emotional distress and humiliation; and
- the ongoing risk of further misuse of her and her child's names and identities.

75. Plaintiff's damages exceed $50,000, exclusive of interest and costs.

WHEREFORE, Plaintiff requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. compensatory damages in an amount to be proven at trial;

b. punitive damages;

c. injunctive relief prohibiting Defendants from any further use of Plaintiff's or her child's names, information, or injuries without written consent;

d. interest, costs, and reasonable attorney's fees; and

e. such other and further relief as the Court deems just and proper.

COUNT VI – UNJUST ENRICHMENT / RESTITUTION
(Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

76. Plaintiff realleges and incorporates by reference paragraphs 1 through 75 as though fully set forth herein.

77. From 2023 through 2025, Plaintiff devoted extraordinary time, labor, and resources to documenting conditions at Marina Bay, identifying responsible parties, organizing tenants, and providing factual materials that became the foundation of the litigation ultimately filed and controlled by Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C.

78. Defendants knowingly accepted and used Plaintiff's work product, evidence, and reputation to build their case, expand their client base, and position themselves for financial benefit—including attorneys' fees, publicity, and potential settlements—while simultaneously excluding Plaintiff from the litigation, opposing her motions, and acting against her interests.

79. Defendants' enrichment was directly obtained at Plaintiff's expense. Without Plaintiff's investigative work, factual development, and organizational efforts, Defendants would not have possessed the evidence, witnesses, or client structure necessary to prosecute or profit from the Marina Bay matter.

80. Defendants' conduct was unjust, inequitable, and undertaken in bad faith, as they continued to exploit Plaintiff's contributions even after being formally discharged as her counsel.

81. It would be inequitable for Defendants to retain the benefits conferred by Plaintiff's work, effort, and reputation without compensating her for their value.

82. As a direct and proximate result of Defendants' unjust enrichment, Plaintiff has suffered damages including, but not limited to:

a. Loss of the value of her investigative and organizational work that formed the basis of Defendants' litigation;

b. Deprivation of expected compensation or equitable credit for the benefits conferred;

c. Reputational and emotional harm arising from Defendants' exploitation of her work and identity; and

d. Consequential financial losses associated with reconstructing her case and defending her rights against her own former attorneys.

83. Plaintiff's damages exceed $50,000, exclusive of interest and costs.

WHEREFORE, Plaintiff respectfully requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. Restitution in the form of disgorgement of all profits, fees, and benefits obtained by Defendants through Plaintiff's work, evidence, and contributions;

b. Compensatory damages in an amount to be proven at trial;

c. Pre- and post-judgment interest pursuant to G.L. c. 231 § 6B;

d. Costs of suit; and

e. Such other and further equitable relief as the Court deems just and proper.

COUNT VII – CONVERSION AND MISAPPROPRIATION OF CONFIDENTIAL MATERIALS

(Common Law Conversion and Violation of G.L. c. 93, §42)

(Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

84. Plaintiff realleges and incorporates by reference paragraphs 1 through 83 as though fully set forth herein.

85. At all relevant times, Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C. possessed Plaintiff's confidential work product, evidence, research, witness lists, and organizational materials compiled between 2023 and 2025 in preparation for claims concerning hazardous conditions and tenant injuries at Marina Bay Residences.

86. Those materials—including written notes, photographs, draft pleadings, affidavits, communications, and private tenant information—constituted Plaintiff's property and/or confidential proprietary materials within the meaning of G.L. c. 93, §42, as they derived independent economic and evidentiary value from not being generally known to others.

87. On or about February 10, 2025, Plaintiff formally discharged Defendants as counsel and demanded the immediate return of her complete client file, including all tangible and electronic materials.

88. Defendants wrongfully refused and failed to return the full file, instead withholding substantial portions and continuing to use Plaintiff's materials to advance litigation from which she was excluded.

89. Defendants' continued possession and use of these materials was **without authorization**, constituted an exercise of dominion and control inconsistent with Plaintiff's ownership rights, and was undertaken to further their own financial and professional interests.

90. Defendants' conduct further violated G.L. c. 93, §42 by knowingly misappropriating and converting property and confidential materials belonging to Plaintiff, without consent and in breach of fiduciary and contractual obligations.

91. As a direct and proximate result of Defendants' conversion and misappropriation, Plaintiff suffered substantial harm, including:

a. Loss of access to her own legal work product and evidentiary materials;

b. Delay and expense required to reconstruct missing records;

c. Impairment of her ability to prosecute or defend related claims; and

d. Emotional distress, reputational injury, and consequential financial loss.

92. Plaintiff's damages exceed $100,000, exclusive of interest and costs.

WHEREFORE, Plaintiff respectfully requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. Compensatory damages for conversion and misappropriation of confidential materials;

b. Treble damages and attorneys' fees as authorized under G.L. c. 93, §42;

c. A mandatory injunction ordering the immediate return of all materials and certification under oath that no copies or backups are retained;

d. Pre- and post-judgment interest under G.L. c. 231 §6B; and

e. Such other and further equitable relief as the Court deems just and proper.

COUNT VIII – DEFAMATION / FALSE STATEMENTS
(Libel and Slander per se)
(Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

93. Plaintiff realleges and incorporates by reference paragraphs 1 through 92 as though fully set forth herein.

94. At all relevant times, Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., acting individually and jointly, made and published false and disparaging statements concerning Plaintiff Sandra Fernandez, both in written pleadings and in oral statements before the court and to third parties.

95. These false statements included, but were not limited to, assertions that Plaintiff was "disruptive," "unfit to be heard," "uncooperative," or "acting improperly," as well as other communications implying that Plaintiff was not credible or was acting in bad faith, when in truth she was seeking only to protect her and her minor child's rights after Defendants' misconduct.

96. Defendants' false statements were made **intentionally and maliciously**, knowing them to be false or with reckless disregard for the truth, and were published to the court, to other tenants, and to third parties, including counsel and potential witnesses.

97. These statements were **defamatory per se**, as they directly impugned Plaintiff's honesty, integrity, and fitness as a litigant and as a mother protecting her minor child.

98. As a direct and proximate result of Defendants' defamatory publications, Plaintiff suffered:

a. Injury to her reputation and credibility in the community and before the court;

b. Emotional distress, humiliation, and mental anguish;

c. Diminished ability to secure counsel or cooperative witnesses; and

d. Financial and consequential losses arising from reputational harm.

99. Defendants' conduct was willful, wanton, and undertaken with actual malice, warranting punitive damages.

WHEREFORE, Plaintiff respectfully requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. Compensatory damages in an amount to be proven at trial;

b. Punitive damages for willful and malicious conduct;

c. Pre- and post-judgment interest under G.L. c. 231 §6B; and

d. Such other and further relief as the Court deems just and proper.

COUNT IX – VIOLATION OF G.L. c. 93A (UNFAIR AND DECEPTIVE ACTS AND PRACTICES)
(Reserved for Amendment Upon Expiration of 30-Day Demand Period);
Against Defendant Jonathan D. Sweet, Esq. and Keches Law Group, P.C.

100. Plaintiff realleges and incorporates by reference paragraphs 1 through 99 as though fully set forth herein.

101. Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C. were engaged in trade and commerce within the meaning of G.L. c. 93A, §§ 2 and 11, by offering and providing legal services to Plaintiff and other tenants.

102. Plaintiff served Defendants with a written G.L. c. 93A demand letter describing their unfair and deceptive acts, including misrepresentations about the ability to file individual claims, misuse of client identities, refusal to return client files, and continued unauthorized conduct after discharge.

103. As of the filing date of this Complaint, the statutory 30-day response period under G.L. c. 93A, §9(3) has not yet expired. Plaintiff therefore reserves her right to

amend this Complaint to assert the full G.L. c. 93A cause of action and request treble damages and attorney's fees once the statutory period has elapsed.

104. Plaintiff incorporates these allegations to preserve her claim and to provide notice to Defendants and the Court of her intent to seek relief under G.L. c. 93A, §§2, 9, and 11, upon satisfaction of all statutory prerequisites.

105. Plaintiff's underlying factual allegations establish that Defendants' conduct was unfair, deceptive, and willful, and caused actual damages exceeding $50,000, exclusive of interest and costs.

WHEREFORE, Plaintiff respectfully requests that upon amendment, judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for:

a. Actual damages in an amount to be proven at trial;

b. Treble damages and attorney's fees under G.L. c. 93A §§9 and 11;

c. Injunctive relief prohibiting further unfair or deceptive acts, including use of Plaintiff's or her child's information without written consent; and

d. Such other and further relief as the Court deems just and proper.

COUNT IX – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(Against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C.)

106. Plaintiff realleges and incorporates by reference paragraphs 1 through 105 as though fully set forth herein.

107. Following Plaintiff's termination of Defendant Sweet as her attorney and express withdrawal of all consent for him or his firm to act on her behalf, Defendants Sweet and Keches Law Group, P.C. were formally placed on notice by two cease-and-desist letters served in February 2025, demanding that they immediately stop using

Plaintiff's name, likeness, client materials, or any references to her or her minor child in communications, pleadings, or other public statements.

108. Despite these notices, Defendants Sweet and Keches Law Group, P.C. willfully and maliciously continued to make and disseminate false, misleading, and defamatory statements concerning Plaintiff and her minor child, including statements impugning her honesty, mental stability, and parenting, and continued to file or circulate materials using her name and her child's identity without authorization.

109. Defendants engaged in this conduct intentionally and with reckless disregard for the predictable emotional impact upon Plaintiff, knowing that she had explicitly revoked all permission and that such continued attacks would cause severe distress.

110. Defendants' conduct was extreme and outrageous, exceeding all possible bounds of decency and tolerated behavior within the legal profession. It was undertaken with the purpose of humiliating and intimidating Plaintiff after she exercised her right to discharge her attorney and protect her family's privacy.

111. As a direct and proximate result of Defendants' intentional and outrageous actions, Plaintiff has suffered severe emotional distress, including humiliation, anxiety, loss of sleep, reputational damage, and mental anguish, for which she is entitled to recover damages.

112. The continuing nature of Defendants' misconduct after formal notice constitutes willful and malicious behavior, justifying an award of punitive damages in addition to compensatory damages.

WHEREFORE, Plaintiff respectfully requests that judgment enter against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, for compensatory and punitive damages, together with interest, costs, attorney's fees, and such further relief as this Honorable Court deems just and proper.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Sandra Fernandez respectfully requests that judgment enter in her favor and against Defendants Jonathan D. Sweet, Esq. and Keches Law Group, P.C., jointly and severally, and that the Court grant the following relief:

a. Compensatory damages in an amount to be proven at trial, but no less than $50,000, exclusive of interest and costs;

b. Treble damages under G.L. c. 93A, § 11, for Defendants' willful and knowing unfair and deceptive acts and practices;

c. Punitive damages for Defendants' willful misconduct, breach of fiduciary duty, fraud, invasion of privacy, and intentional infliction of emotional distress;

d. Restitution and disgorgement of all profits, fees, and benefits obtained by Defendants as a result of Plaintiff's work, evidence, and contributions, and as a result of their breaches of duty, fraud, and unjust enrichment;

e. Injunctive relief prohibiting Defendants from any further use of Plaintiff's or her minor child's names, affidavits, injuries, or personal information without written consent;

f. An order compelling Defendants to immediately produce and disclose all client files and materials belonging to Plaintiff, in compliance with Mass. R. Prof. C. 1.16(e);

g. An order compelling Defendants to disclose all professional liability and malpractice insurance policies covering Defendants for the relevant period, including carrier names, policy numbers, limits, and terms, so that Plaintiff may identify all sources of recovery;

h. Reasonable attorney's fees and costs pursuant to G.L. c. 93A and other applicable law; and

i. Such other and further relief as the Court deems just and proper.

VII. JURY TRIAL DEMAND

Pursuant to Rule 38 of the Massachusetts Rules of Civil Procedure, Plaintiff Sandra Fernandez hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

Sandra Fernandez,

550 Liberty St., Unit 905

Braintree, MA 02184

(617) 806-6566

sandreva14@yahoo.com

October 17th, 2025

/s/ Sandra Fernandez

Sandra Fernandez