

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

**SUFFOLK SUPERIOR COURT
DOCKET #2584CV02961**

**SANDRA FROMMER,
Plaintiff,**

v.

**LA CASA ZONE, LLC &
MOHAMMAD KASSEM,
Individually and as manage of La Casa Zone, LLC,
Defendants,**

ANSWER OF DEFENDANTS

NOW Come the Defendants La Casa Zone, LLC and Mohammad Kassem (hereinafter, "Defendants") by and through their undersigned attorney hereby submit to this Honorable Court their Answer to the Complaint of plaintiff Sandra Frommer (hereinafter, "Plaintiff") in the above-styled action. The defendants further submit herein the Affirmative Defenses and Jury Demand.

FIRST AFFIRMATIVE DEFENSE

The plaintiff's Complaint fails to state a claim upon which the Court can grant relief.

SECOND AFFIRMATIVE DEFENSE

Pursuant to Rules 8(b) and (c) of the Massachusetts Rules of Civil Procedure, the defendants, hereby respond to the allegations set forth in Plaintiff's Complaint, paragraph by paragraph as follows:

I. INTRODUCTION

1. Denied
2. Denied
3. Denied
4. Denied
5. Denied

II. PARTIES

6. Plaintiff can neither admit or deny the allegations made in paragraph 6 of this complaint.
7. Admit
8. Denied
9. Denied

III. JURISDICTION AND VENUE

10. Denied
11. Denied
12. Denied
13. Denied

IV. FACTUAL ALLEGATIONS

14. Denied
15. Denied
16. Denied
17. Denied
18. Denied
19. Denied
20. Denied
21. Denied
22. Denied
23. Denied
24. Denied
25. Denied
26. Defendant is without knowledge to either admit or deny the allegations in paragraph 26 of this complaint.
27. Denied
28. Defendant is without knowledge to either admit or deny the allegations in paragraph 28 of this complaint.
29. Denied
30. Denied
31. Denied
32. Denied
33. Denied
34. Denied
35. Denied

V. COUNTS

COUNT I- DEFAMATION

(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

36. The defendants repeat, reaver their responses to paragraphs 1 through 35 of their Answer and incorporate same by reference as though fully incorporated herein.
37. Denied
38. Denied
39. Denied
40. Denied
41. Denied
42. Denied
43. Denied
44. Denied

**COUNT II- VIOLATIONS OF MASSACHUSETTES CIVIL RIGHTS ACT (G.L. c 12
ss11H-11I)**

(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

45. The defendants repeat, reaver their responses to paragraphs 1 through 44 of their Answer and incorporate same by reference as though fully incorporated herein.
46. Denied
47. Denied
48. Denied
49. Denied
50. Denied
51. Denied
52. Denied

**COUNT III- INTERFERENCE WITH QUIET ENJOYMENT AND INTENTIONAL
INTERFERENCE WITH TENANT/CONTRACT**

(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

53. The defendants repeat, reaver their responses to paragraphs 1 through 52 of their Answer and incorporate same by reference as though fully incorporated herein.
54. Denied
55. Denied
56. Denied
57. Denied
58. Denied
59. Denied
60. Denied

COUNT IV- BREACH OF CONTRACT/PROMISSORY ESTOPPEL
(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

61. The defendants repeat, reaver their responses to paragraphs 1 through 60 of their Answer and incorporate same by reference as though fully incorporated herein.
62. Denied

- 63. Denied
- 64. Denied
- 65. Denied
- 66. Denied
- 67. Denied
- 68. Denied

COUNT V- FRAUDULENT MISREPRESENTATION AND DECEIT
(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

69. The defendants repeat, reaver their responses to paragraphs 1 through 68 of their Answer and incorporate same by reference as though fully incorporated herein.
- 70. Denied
 - 71. Denied
 - 72. Denied
 - 73. Denied
 - 74. Denied

COUNT VI- QUANTUM MERUIT/ UNJUST ENRICHMENT
(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

75. The defendants repeat, reaver their responses to paragraphs 1 through 74 of their Answer and incorporate same by reference as though fully incorporated herein.
- 76. Denied
 - 77. Denied
 - 78. Denied
 - 79. Denied
 - 80. Denied
 - 81. Denied

COUNT VI- UNFAIR AND DECEPTICE ACTS AND PRACTICES (RESERVED)
(G.L. c. 93A s 9)

(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

82. The defendants repeat, reaver their responses to paragraphs 1 through 81 of their Answer and incorporate same by reference as though fully incorporated herein.
- 83. Denied
 - 84. Denied
 - 85. Denied
 - 86. Denied

COUNT VIII (improperly labeled as Count VI)- UNFAIR AND DECEPTICE ACTS
AND PRACTICES (RESERVED) (G.L. c. 93A s9)
(Against Mohamed Kassem and La casa Zone, LLC as vicarious principal)

87. The defendants repeat, reaver their responses to paragraphs 1 through 86 of their Answer and incorporate same by reference as though fully incorporated herein.
88. Denied
89. Denied
90. Denied

JURY DEMAND

The defendants hereby request a Jury trial on all issues so triable.

RELIEF REQUESTED

Wherefore, the defendants Defendants La Casa Zone, LLC and Mohammad Kassem request that this court:

- a. Enter judgment in favor of the defendants Defendants La Casa Zone, LLC and Mohammad Kassem on all Counts Alleged herein;
- b. Order other such relief as the Court deems appropriate including but not limited to costs and attorney's fees associated with the defense of this matter.

THIRD AFFIRMATIVE DEFENSE

By way of affirmative defenses, the defendants state that the plaintiff, by their own conduct and actions and/or by the conduct and actions of their agents and servants, cannot recover in this action.

FOURTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, the defendants state that the plaintiff by their own conduct and actions and/or by the conduct and actions of their agents and servants, are estopped from recovering any judgments against the Defendant.

FIFTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, the defendants state that the plaintiff has failed to commence this action within the time afforded by the pertinent statutes of the Commonwealth of Massachusetts and therefore cannot maintain this action.

SIXTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, the defendants state that the damages alleged by the plaintiff were caused in whole or in part by the negligence and/or the misconduct of the plaintiff, their agents and/or servants.

SEVENTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, the defendants state that the plaintiff is not entitled to recover because of their failure to mitigate damages.

EIGHTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, the plaintiff's claims are barred under the doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, if the plaintiff has suffered any damages, which the defendants deny, their claims for relief are barred because such damages are a result of the plaintiff's own conduct and/or the conduct of their agents and/or servants.

TENTH AFFIRMATIVE DEFENSE

By way of affirmative defenses, the plaintiff's Complaint and all Counts alleged are barred pursuant to the Statute of Frauds.

Respectfully submitted,
The Defendants,
By their Attorney,



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Dated: 11/21/2025

CERTIFICATE OF SERVICE

I hereby certify that on this date, a true and accurate copy of the above document was served upon pro se plaintiff by electronic mail at the following address:

Sandra Frommer: sandrafrommer@gmail.com

Signed under the penalties of perjury this 21st Day of November, 2025



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