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COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT

SUPERIOR COURT DEPARTMENT

Civil Action No. 25-29610

SUFFOLK, ss.

SANDRA FROMMER,
Plaintiff, Pro Se

v.

LA CASA ZONE LLC, and MOHAMED KASSEM,
individually and as manager of La Casa Zone LLC,
Defendants.

2025 OCT 27 P 1:34
CLERK OF COURT
SUFFOLK COUNTY

COMPLAINT AND JURY DEMAND

**(Defamation – Massachusetts Civil Rights Act – Interference with Quiet
Enjoyment and Tenancy – Breach of Contract and Promissory Estoppel –
Fraudulent Misrepresentation – Quantum Meruit / Unjust Enrichment – Unfair and
Deceptive Acts (Reserved))**

I. INTRODUCTION

1. This civil action arises from the continuing misconduct of Defendants Mohamed Kassem and La Casa Zone LLC, who together used fraud, defamation, and coercive control to deprive Plaintiff Sandra Frommer of housing, compensation, and personal security.

2. Between years 2023 and 2024, Defendant Kassem, acting individually and through La Casa Zone LLC ("LCZ"), induced Plaintiff to perform substantial work for his short-term-rental business without compensation under future false promises of housing support for 2 lease terms of 15 months each in rent payments as compensation.

3. When Plaintiff later reported Defendants' unlicensed and fraudulent rental operations to municipal authorities, Defendants retaliated by defaming her to property

management, orchestrating a false "no-trespass" order, and obstructing repairs after health violations were found in her home.

4. Defendants' acts caused constructive lockout, severe emotional distress, reputational injury, and economic losses to Plaintiff, whose home became uninhabitable under gas leaks, heat loss, water intrusion and mold conditions confirmed by the Braintree Board of Health.

5. Plaintiff seeks compensatory and punitive damages, injunctive and declaratory relief, and all other remedies available under Massachusetts law.

II. PARTIES

6. **Plaintiff Sandra Frommer** is an individual residing at 550 Liberty Street, Unit 905, Braintree, Massachusetts 02184.

7. **Defendant La Casa Zone LLC ("LCZ")** is a Massachusetts limited liability company with its principal place of business at 319 Washington Street, Brighton, Massachusetts 02135, engaged in short-term rental and property operations throughout the Commonwealth.

8. **Defendant Mohamed Kassem ("Kassem")** resides at 79 Ravenswood Road, Waltham, Massachusetts 02453, and is the sole member, manager, and controlling person of LCZ. He directs its operations and uses the company as his alter ego for personal gain.

9. At all relevant times, Defendants acted jointly and in concert, each as the agent and co-conspirator of the other.

III. JURISDICTION AND VENUE

10. This Court has subject-matter jurisdiction under G.L. c. 212 § 4 because the

amount in controversy exceeds \$50,000 exclusive of interest and costs and because equitable relief is sought.

11. The Court has jurisdiction in equity under G.L. c. 214 §§ 1 and 3 to issue injunctive and declaratory orders necessary to protect Plaintiff's rights.

12. Venue is proper in Suffolk County under G.L. c. 223 §§ 1–2 because Defendant LCZ maintains its principal office in Boston and substantial events giving rise to these claims occurred within Suffolk County.

13. Defendant Kassem is domiciled in Massachusetts and personally directed the acts described herein, subjecting him to personal jurisdiction under G.L. c. 223A § 3.

IV. FACTUAL ALLEGATIONS

14. In the year of 2023, Defendant Mohamed Kassem, acting individually and through La Casa Zone LLC ("LCZ"), solicited Plaintiff to assist in expanding his short-term-rental business throughout Greater Boston.

15. Defendants represented that Plaintiff would receive future compensation as a 2 term leases for 15 months each of her residential lease for housing security.

16. Plaintiff accepted the agreement and performed extensive services for Defendants, including coordinating leases, furnishing units and more.

17. Plaintiff worked in good faith between 2023 and 2024, believing Defendants would honor their promises.

18. Unknown to Plaintiff at the outset, Defendants operated unlicensed and falsely registered short-term-rental units in Boston, Cambridge, and Somerville using fabricated registration numbers in Airbnb and Virgo listings.

19. Upon discovering these violations, Plaintiff ceased assistance and made good

-faith reports to municipal authorities including the Cities of Boston, Cambridge, and Somerville.

20. After learning of her reports, Defendants retaliated by withholding payment, defaming Plaintiff to property-management personnel, and interfering with her lease at 550 Liberty Street, Unit 905, Braintree (the "Premises").

21. Kassem maintained control of the lease and used that control to manipulate rent payments, repair requests, lockout and communications with management.

22. Kassem knowingly told management and their counsel that Plaintiff was an "unauthorized occupant," had "committed fraud by falsifying his email" and that he had no knowledge of the lease, statements he knew were false.

23. As a result of these communications, management and its attorney circulated a false "no-trespass" instruction to the Braintree Police Department naming Plaintiff personally.

24. That instruction created a real and immediate threat of arrest if Plaintiff entered common areas or left the building.

25. Plaintiff and her child remained confined indoors for extended periods, experiencing anxiety and fear for their safety.

26. During the same period, the Braintree Board of Health issued multiple Emergency Violation Orders for the Premises citing gas leaks, loss of heat, mold growth, water intrusion and HVAC failures.

27. Kassem delayed and obstructed repairs, used those conditions to intimidate Plaintiff, and refused to cooperate with inspectors despite knowing that a minor child lived and homeschooled there and medically injured due to mold in prior housing.

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Figure 1. The effect of the concentration of the H_2O_2 solution on the amount of the released H_2O from the H_2O_2 solution.

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28. Plaintiff documented these conditions and communications through photographs, emails, text messages, and Board of Health correspondence.

29. Defendants continued to profit from Plaintiff's labor and contacts while refusing to compensate her or cure arrears on the lease which are now in an eviction proceedings which plaintiff is not part of and can not defend her self against eviction of her and her child.

30. Plaintiff has incurred economic losses including unpaid housing benefits, value of services rendered, out-of-pocket costs and expenses related to mitigating unsafe conditions.

31. Plaintiff has also suffered emotional and physical distress manifested by insomnia, confinement in a unit for long periods due to no-trespass order, depression, loss of work opportunities and anxiety.

32. On October 10th, 2025, Plaintiff served Defendant with a written Demand for Relief under G.L. c. 93A § 9 identifying these unfair and deceptive acts.

33. Defendants failed to make a reasonable settlement offer as of today's date and plaintiff preserves the right to amend 93A counts.

34. All acts of Kassem were undertaken within the scope of his role as sole owner of LCZ and for the benefit of LCZ, making the company vicariously liable.

35. The foregoing conduct was willful, malicious, and undertaken in bad faith to conceal Defendants' illegal operations and to punish Plaintiff for protected activity.

V. COUNTS

COUNT I – DEFAMATION

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

36. Plaintiff realleges paragraphs 1 through 35.

37. Beginning on or about October 2024, Defendant Kassem knowingly published false statements of fact concerning Plaintiff to third parties including property-management personnel and the landlord's attorney.

38. These statements accused Plaintiff of "fraud," "perjury," and "unauthorized occupancy," while plaintiff was moving into the unit and per management request she was actively working on adding herself and her minor child to the lease.

39. The statements were false, unprivileged, and made with actual malice or reckless disregard for truth.

40. Defendant Kassem knew Plaintiff was an authorized resident and had performed work at his direction.

41. Defendant LCZ is liable for Kassem's publications made within the scope of his ownership and management duties.

42. The false accusations imputed criminal conduct and constitute defamation per se.

43. As a result, Plaintiff suffered reputational harm, emotional distress, loss of housing opportunities, and economic damage exceeding \$100,000.

44. Defendants' conduct was willful and malicious, warranting punitive damages.

COUNT II – VIOLATION OF THE MASSACHUSETTS CIVIL RIGHTS ACT
(G.L. c. 12 §§ 11H–11I)
(Against Mohamed Kassem and La Casa Zone LLC as vicarious principal)

45. Plaintiff realleges paragraphs 1 through 44.

46. Plaintiff possessed rights secured by the Constitution and laws of the Commonwealth, including the right to occupy her dwelling peacefully and to petition municipal authorities about health and safety violations.

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 The thirtieth condition is not satisfied either.

47. Defendant Kassem interfered with those rights through threats, intimidation, and coercion by procuring and maintaining a false "no-trespass" order, by obstructing mandated and changing the locks.

48. The no-trespass order conveyed an implied threat of arrest, constituting "threats" within the meaning of § 11H.

49. Defendants' acts intimidated Plaintiff into isolation and coerced her to abandon protected complaints.

50. LCZ aided and abetted these violations by authorizing and ratifying Kassem's actions.

51. As a direct result, Plaintiff suffered fear, anxiety, health impacts, and economic loss.

52. Defendants acted willfully and maliciously, entitling Plaintiff to compensatory and punitive damages and reasonable attorneys' fees and costs under § 11I.

**COUNT III – INTERFERENCE WITH QUIET ENJOYMENT AND INTENTIONAL
INTERFERENCE WITH TENANCY / CONTRACT
(Against Mohamed Kassem and La Casa Zone LLC as vicarious principal)**

53. Plaintiff realleges paragraphs 1 through 52.

54. Plaintiff lawfully occupied 550 Liberty Street, Unit 905 ("the Premises") under a valid lease held and controlled by Kassem.

55. Defendants intentionally interfered with her peaceful use by issuing or inducing management to issue a false "no-trespass" notice, eviction, spreading false accusations, and obstructing repairs.

56. Such interference lacked privilege or justification and was motivated by retaliation for Plaintiff's municipal reports.

57. Defendants also interfered with Plaintiff's contractual relations with the landlord UDR Inc. by inducing it through falsehoods to curtail services owed under the lease.

58. Plaintiff and her child were and still confined indoors under threat of arrest and endured unsafe living conditions.

59. As a direct result, Plaintiff lost use and enjoyment of the Premises and sustained emotional and financial harm.

60. Defendants' acts were willful and malicious, warranting punitive or enhanced damages.

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

61. Plaintiff realleges paragraphs 1 through 60.

62. On or about 2023, Defendant Kassem, individually and as manager/owner of LCZ, promised that in exchange for Plaintiff's professional services he would maintain and pay her residential lease as compensation.

63. Plaintiff performed those services between 2023 and 2024, providing tangible value to LCZ's business.

64. Defendants accepted those benefits but failed to perform their obligations.

65. Defendants is actively retaliating against Plaintiff and her minor son in eviction proceedings that she is not part of in order to evict her and not paid his rent obligations as promised to plaintiff.

66. Alternatively Plaintiff reasonably relied on Defendants' promises to her detriment, satisfying promissory estoppel.

67. Defendants' breach caused losses including unpaid lease benefits, and lost income.

68. Defendants acted in bad faith and are liable for compensatory damages, interest, and costs.

COUNT V – FRAUDULENT MISREPRESENTATION AND DECEIT
(Against Mohamed Kassem and La Casa Zone LLC as vicarious principal)

69. Plaintiff realleges paragraphs 1 through 68.

70. During 2023–2024, Defendants knowingly misrepresented material facts that they would pay Plaintiff's future leases as compensation.

71. Kassem on multiple occasions stated that your "housing is secure and anything you need just let me know", a statement false when made because he lacked intent and ability to preform.

72. Defendants made such statements to induce Plaintiff to continue working and forgoing other employment.

73. Plaintiff justifiably relied and suffered damages.

74. The misrepresentations were willful, malicious, and constitute common-law fraud entitling Plaintiff to compensatory and punitive damages.

COUNT VI – QUANTUM MERUIT / UNJUST ENRICHMENT
(Against Mohamed Kassem and La Casa Zone LLC as vicarious principal)

75. Plaintiff realleges paragraphs 1 through 74.

76. Between 2023 and 2024, Plaintiff rendered valuable professional and logistical services at Defendants' request, including, coordinating leases, and furnishing units.

77. Defendants accepted those services, which directly benefited LCZ and relieved it of costs it would have otherwise incurred.

78. Plaintiff performed in good faith expecting payment through housing promise.

79. Defendants retained the benefits without payment; it would be unjust for them

to do so.

80. The reasonable value of Plaintiff's services exceeds \$ 100,000, together with consequential losses.

81. Plaintiff is entitled to judgment for that value, disgorgement of unjust profits, and interest and costs.

COUNT VII – UNFAIR AND DECEPTIVE ACTS AND PRACTICES (RESERVED)

(G.L. c. 93A § 9)

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

82. Plaintiff realleges paragraphs 1 through 81.

83. Defendants were engaged in trade or commerce within the meaning of G.L. c. 93A § 1(b) by operating a property-rental and short-term-rental enterprise in Massachusetts.

84. Defendants' conduct—including false representations of lawful licensing, retaliatory misuse of legal processes, and deceptive inducement of Plaintiff's services—constitutes unfair or deceptive acts in violation of G.L. c. 93A § 2.

85. On October 10th, Plaintiff served Defendant with a written Demand for Relief under G.L. c. 93A § 9.

86. Plaintiff reserves the right to amend this Complaint after expiration of the thirty-day statutory response period to assert full claims for treble damages, attorneys' fees, and costs.

VI. STATEMENT OF CONTINUING HARM AND REQUEST FOR INJUNCTIVE RELIEF

87. Plaintiff realleges paragraphs 1 through 86.

88. Defendants' conduct is ongoing and causes continuing harm, including reputational damage, housing insecurity, and emotional distress.

89. Without injunctive relief, Plaintiff will remain exposed to intimidation, interference with housing, and spoliation of evidence.

90. Plaintiff seeks equitable relief under G.L. c. 214 §§ 1 and 3 and Mass. R. Civ. P. 65 to prevent further retaliation and preserve evidence.

Requested Injunctive Orders

91. No-Contact: Defendants and those acting with them shall not contact or approach Plaintiff except through counsel or court process.

92. Non-Interference with Tenancy: Defendants shall not request, maintain, or enforce any no-trespass or police communication concerning Plaintiff or obstruct legally required inspections or repairs.

93. Non-Retaliation: Defendants shall refrain from adverse actions against Plaintiff because of her protected reports to municipal or state authorities.

94. Evidence Preservation: Defendants shall preserve and not destroy, alter, or conceal relevant data or documents from January 1 2023 to present, including communications, platform records, and financial data.

95. Corrective Notice: Defendants shall issue a neutral corrective notice withdrawing prior false communications to management or law enforcement that labeled Plaintiff "unauthorized" or "fraudulent."

96. Bond: Because the injunction maintains the status quo and imposes no monetary loss, Plaintiff requests that any Rule 65(c) bond be waived or set at a nominal amount.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff SANDRA FROMMER respectfully requests that this

Honorable Court enter judgment in her favor and against Defendants MOHAMED KASSEM and LA CASA ZONE LLC, jointly and severally, and award the following relief:

Monetary Relief

97. Compensatory damages in an amount to be determined at trial, reasonably estimated at no less than \$140,000, representing unpaid housing benefits, emotional and reputational harm, and consequential economic loss.

98. Punitive or exemplary damages where authorized by law, including for Defamation, Fraud, and Civil-Rights violations.

99. Treble damages, attorneys' fees, and costs under G.L. c. 93A § 9 upon amendment.

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

Equitable and Declaratory Relief

101. A permanent injunction enforcing the provisions of paragraphs 91–95 above.

102. A declaration that LCZ is the alter ego of Mohamed Kassem and that equity requires holding him personally liable for LCZ's obligations.

103. A declaration confirming Plaintiff's lawful occupancy of the Premises and her protection from retaliatory interference during this action.

104. An accounting and disgorgement of profits unjustly retained by Defendants from unlicensed short-term-rental operations.

105. A constructive trust or equitable lien over assets traceable to such operations sufficient to secure judgment.

106. Pre-judgment attachment of Defendants' property under Mass. R. Civ. P. 4.1 in an amount adequate to satisfy the expected judgment.

107. Any additional declaratory or equitable relief the Court deems just and proper.

Costs and Further Relief

108. Costs of suit and such other relief as equity and justice require.

109. Petitioner respectfully requests that this Honorable Court refer the matter of unlawful and false city registrations, as reflected in Airbnb and Vrbo rental listings (more than 100 units) , to the appropriate governmental authorities for investigation and enforcement, including but not limited to the Massachusetts Attorney General's Office, the Department of Consumer Affairs and Business Regulation, and any relevant municipal licensing boards.

JURY DEMAND

110. Pursuant to Mass. R. Civ. P. 38(b), Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

SANDRA FROMMER, Pro Se Plaintiff

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Braintree, Massachusetts 02184
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(617) 806-6566
October 22nd, 2025

/s/ Sandra Frommer
Sandra's Frommer