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Housing - Metro South
Docket Number: 2CH02CV00012

COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT

SUPERIOR COURT DEPARTMENT

SUFFOLK, ss.

Civil Action No. 25-3275F

KENZO FROMMER, a minor,
by his legal guardian and next friend,
SANDRA FROMMER,
Plaintiff, Pro Se

v.

UDR, INC.;
LENOX FARMS LIMITED PARTNERSHIP;
UDR NYL DEALS GP LLC; and
ERIKA MERRITT,
Defendants.

COMPLAINT FOR PERSONAL INJURY, STATE AND FEDERAL CIVIL RIGHTS VIOLATIONS, DISABILITY DISCRIMINATION, FRAUD, AND INJUNCTIVE RELIEF

I. INTRODUCTION

1. This civil action is brought on behalf of K.F. ("Kenzo"), a minor child, for personal injury, emotional trauma, civil-rights violations, environmental exposure, and consumer-protection damages arising from defendants' deliberate and reckless failure to maintain safe residential conditions at the Lenox Farms Apartments.

2. This is not a landlord-tenant, eviction, rent, possession, or Housing Court matter.

It is a child-injury tort case involving:

- environmental health hazards,
- exposure to mold, cold, dust, and unsafe construction,

- retaliation against a family attempting to protect a minor,
- civil-rights interference,
- violations of Board of Health emergency orders,
- failures to warn and concealment of dangerous conditions.

3. Defendants' conduct directly and foreseeably caused a minor child to suffer physical symptoms, emotional injuries, educational disruption, and ongoing harm. The misconduct was continuous from fall 2024 through the present, and includes multiple Emergency Orders issued by the Town of Braintree Board of Health in December 2024, May 12, 2025, and May 21, 2025.

4. This Court — and only this Court — has jurisdiction to adjudicate high-value tort, civil-rights, and G.L. c. 93A claims. No part of this complaint falls under the limited jurisdiction of the Housing Court.

5. Plaintiff seeks full legal and equitable relief, including compensatory damages, treble damages under G.L. c. 93A, attorney's fees, injunctive relief protecting the minor, and any other relief warranted under Massachusetts and federal law.

II. PARTIES

6. Plaintiff Kenzo Frommer ("K.F.") is a minor child residing at 550 Liberty Street, Unit 905, Braintree, Massachusetts. He brings this action through his mother and next friend, Sandra Frommer, pursuant to Mass. R. Civ. P. 17(c). As a minor, his claims cannot be waived or diminished without judicial approval.

7. Next Friend Sandra Frommer resides with K.F. in Unit 905. She appears solely in a representative capacity and asserts no personal claims in this action. Her role is limited to safeguarding her son's rights and medical safety.

8. UDR, Inc. is a Maryland corporation owning and controlling Lenox Farms Apartments. UDR directs maintenance, construction, environmental conditions, and property policies affecting tenants, including children.

9. Lenox Farms Limited Partnership is a Delaware limited partnership operating the property, with responsibility for building conditions, environmental compliance, and habitability.

10. UDR NYL Deals GP LLC is the general partner of Lenox Farms Limited Partnership and jointly responsible for decisions that caused or exacerbated the hazards affecting K.F.

11. Erika Merritt is the on-site property manager and Community Director during the relevant period. She oversaw tenant communications, responded to repair notices, coordinated maintenance, and made decisions directly affecting the health and safety of occupants.

12. At all relevant times, each defendant acted through employees, agents, contractors, and representatives within the scope of their authority.

III. JURISDICTION AND VENUE

13. Jurisdiction lies exclusively in Superior Court under G.L. c. 212, § 4 because Plaintiff seeks damages exceeding $50,000 for:

- personal injury to a minor,
- negligent and intentional infliction of emotional distress,
- civil-rights retaliation under Massachusetts law,

- violations of G.L. c. 93A,
- fraud and concealment,
- and environmental/habitability torts.

14. These claims are outside Housing Court jurisdiction under G.L. c. 185C, § 3. No part of this complaint concerns rent, possession, summary process, or eviction.

15. The Housing Court cannot hear:

- child injury torts,
- civil-rights claims,
- 93A personal-injury claims,
- emotional-distress damages,
- federal statutory claims,
- medical-monitoring claims.

16. Venue is proper in Suffolk County where defendants transact business and where key operational decisions are made.

17. K.F. is a minor entitled to heightened protection. His claims cannot be transferred, minimized, or extinguished due to administrative tactics.

18. Any attempted transfer of this matter to the Housing Court would be void as a matter of law.

NON-TRANSFERABILITY UNDER G.L. c. 185C, § 20

19. Pursuant to G.L. c. 185C, § 20, this civil action cannot be transferred to the Housing Court because the claims asserted fall outside the subject-matter jurisdiction of the Housing Court.

20. This lawsuit does not involve summary process, rent, possession, lease enforcement, or any matter within the limited scope of G.L. c. 185C, § 3. It is a tort and civil-rights action brought on behalf of a minor child seeking relief for personal injury, environmental exposure, disability discrimination, fraud, and violations of state and federal civil-rights statutes.

21. The Housing Court lacks jurisdiction to adjudicate the claims presented here, including but not limited to:

- personal-injury tort claims,
- negligence and gross negligence,
- child-endangerment-based torts,
- Massachusetts Civil Rights Act claims (G.L. c. 12, §§ 11H–11I),
- G.L. c. 93A claims involving personal injury,
- fraud and fraudulent concealment,
- violations of the federal Fair Housing Act (42 U.S.C. §§ 3604 & 3617),
- violations of the Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.),
- injunctive and declaratory relief concerning civil rights, disability accommodations, and minor safety.

22. Because this case contains federal statutory claims, including claims under the ADA and FHA, the Housing Court is categorically barred from hearing or exercising jurisdiction over the action. Housing Court has no authority to adjudicate federal civil-rights claims.

23. Under G.L. c. 212, § 4, the Superior Court is the proper and exclusive forum for actions involving tort claims exceeding $50,000, federal and state civil-rights claims, and

equitable relief.

24. Accordingly, any attempted transfer of this case to the Housing Court under G.L. c. 185C, § 20 would be void, legally improper, and without statutory authority.

IV. STATEMENT OF FACTS

A. Residency and Timeline

25. K.F. resided with his mother in Unit 905 at Lenox Farms from fall 2024 through the present.

26. The conditions causing his injuries began as early as September 2024, progressively worsening through 2025, and continuing today.

B. Hazardous Environmental Conditions Inside the Apartment

27. The unit experienced continuous cold, failed heating, and HVAC malfunctions.

28. Construction dust and debris entered the unit on multiple occasions due to ongoing building work conducted without proper containment.

29. Mold growth was visible, persistent, and repeatedly reported to management.

30. The Board of Health issued multiple Emergency Orders confirming code violations and danger to health, including:

- December 2024: initial cold/HVAC violation
- May 12, 2025: violation of 105 CMR 410.000 (habitation fitness), requiring repairs within 30 days
- May 21, 2025: emergency violation of 410.630 ("conditions that endanger health or safety"), requiring repairs within 24 hours

31. Despite these orders, Defendants failed to remedy conditions.

C. Defendants' Knowledge and Failure to Act

32. Management was notified via:

- emails,
- maintenance tickets,
- photographs,
- in-person reports,
- Board of Health notices,
- and direct correspondence addressed to Defendant Merritt.

33. Defendants received certified Board of Health orders identifying unlawful cold, HVAC failures, and conditions deemed dangerous to occupants.

34. Instead of retaining qualified remediation specialists, Defendants dismissed or minimized concerns.

35. Defendants falsely claimed the tenant's HVAC application "caused" the problem — a claim contradicted by the inspector's written finding that the system failed even with the app disconnected.

D. Impact on K.F.'s Health and Emotional Safety

36. K.F. developed:

- respiratory irritation,
- headaches,
- sinus issues, including nose bleeds,
- fatigue,
- anxiety related to the home environment,
- difficulty sleeping,
- fear and emotional distress.

37. The child's educational continuity, emotional safety, and physical health deteriorated directly because of these hazards.

E. Retaliatory Conduct Against the Family, Affecting the Minor

38. After repeatedly requesting safe conditions, the family was met with retaliation, including:

- delayed repairs,
- refusal to acknowledge hazards,
- intimidation and threats of eviction,
- 72-hour notices,
- inconsistent explanations,
- and misrepresentations regarding inspections.

39. Defendants escalated hostility as the child's medical condition worsened.

40. Rather than protecting a vulnerable minor, Defendants prioritized avoiding liability and reducing costs.

F. Ongoing Harm

41. As of today, the child suffers ongoing health effects and emotional distress.

42. The home remains a site of fear and anxiety for a minor child who should have been protected by those controlling the premises.

V. COUNTS

COUNT I — NEGLIGENCE, GROSS NEGLIGENCE, AND NEGLIGENT FAILURE TO PROTECT A MINOR (Against all Defendants)

43. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

44. At all relevant times, Defendants owned, operated, managed, supervised, or exercised control over the residential premises known as Lenox Farms Apartments, including Unit 905 in Braintree, Massachusetts, where the minor Plaintiff resided.

45. As property owners, operators, and managerial agents responsible for residential safety, Defendants owed a non-delegable duty to maintain the premises in a reasonably safe condition, to comply with the Massachusetts State Sanitary Code (105 CMR 410), and to protect all residents—especially minor children—from foreseeable harm.

46. Because Plaintiff is a minor child, Defendants owed a heightened duty of care, requiring prompt remediation of environmental hazards, timely warnings of known dangers, safe construction practices in occupied buildings, and relocation or protective measures when conditions became unsafe.

47. From approximately fall of 2024 through June 2025, conditions in Unit 905 deteriorated substantially and repeatedly created health and safety hazards, including but not limited to:

a. chronic water intrusion and moisture buildup;

b. visible mold contamination in multiple areas;

c. cold drafts, HVAC malfunctions, and failure to maintain minimum legal temperatures;

d. construction dust, debris, and airborne particulates entering the unit during ongoing renovation work;

e. structural defects, sanitation failures, and uncontained environmental contaminants;

f. unsafe construction operations occurring adjacent to or within the same building while families, including children, remained in residence.

48. On or about December 2024, the Braintree Board of Health issued emergency orders and multiple violations against Lenox Farms identifying mold contamination, unsafe temperatures, and other hazardous conditions requiring immediate correction. These violations remained open for months.

49. Defendants received repeated notice of the hazards affecting the minor Plaintiff through:

- Board of Health violation notices;
- written complaints by the family;
- photographs documenting water intrusion and mold;
- maintenance requests and logs;
- direct communications with management staff including Defendant Merritt; and
- staff observations confirming ongoing unsafe conditions.

50. Despite these notifications, Defendants failed to conduct proper inspections, failed to hire qualified environmental professionals, and failed to follow accepted standards for mold remediation, HVAC repair, or safe construction practices.

51. Defendants breached their duty of care by:

a. failing to take reasonable steps to investigate environmental complaints;

b. performing negligent, incomplete, or cosmetic repairs;

c. ignoring or delaying compliance with Board of Health emergency orders;

d. failing to maintain legally required temperatures inside the unit;

e. permitting construction without containment, ventilation, or protection for nearby families;

f. failing to warn the family of known mold, particulate, and temperature hazards;

g. did not offer to relocate the minor despite knowledge of ongoing health impacts;

h. concealing the severity of environmental conditions and minimizing reports of hazards.

52. Defendant Erika Merritt, as on-site Community Director, personally received the family's reports, communicated with maintenance staff, directed or delayed responses to hazards, and made decisions affecting the minor's exposure to unsafe conditions. Her individual conduct constitutes negligence and gross negligence.

53. Defendants UDR, Inc., Lenox Farms LP, and UDR NYL Deals GP LLC exercised authority over property budgeting, staffing, environmental policies, maintenance protocols, and the timing and scope of remediation efforts. Their failure to implement safe procedures endangered the minor directly and repeatedly.

54. The dangers associated with mold exposure, cold temperatures, and airborne construction particulates—particularly for children—are well known in the property management industry, and Defendants knew or should have known their conduct posed substantial risks of physical and emotional harm.

55. As a direct and proximate result of Defendants' collective negligence and gross negligence, Plaintiff K.F. suffered:

a. respiratory irritation, headaches, fatigue, and physical illness;

b. heightened environmental sensitivity;

c. anxiety, stress, and disrupted sleep;

d. emotional trauma and fear associated with unsafe home conditions;

e. significant educational disruption requiring temporary homeschooling;

f. medical-monitoring needs and ongoing health precautions;

g. diminished quality of life and loss of normal childhood activities.

56. Defendants' disregard of Board of Health orders, prolonged failure to remediate, and decision to leave a child in known hazardous conditions constitute gross negligence, defined as substantially greater than ordinary negligence and demonstrating a high degree of indifference to a minor's safety.

57. Plaintiff is entitled to compensatory damages, emotional-distress damages, medical monitoring, consequential damages, interest, costs, and all other relief the Court deems proper.

COUNT II — RECKLESS, WANTON, AND WILLFUL MISCONDUCT / CHILD ENDANGERMENT (Against all Defendants)

58. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

59. Defendants' conduct went far beyond mere negligence. It constituted reckless, wanton, and willful misconduct, demonstrating a conscious disregard for the health and safety of a medically vulnerable minor living in their property.

60. Defendants had actual knowledge beginning no later than September 2024 that K.F. was experiencing worsening respiratory symptoms, sleep disruption, anxiety, and physical illness linked to conditions inside the home.

61. Between fall of 2024 and June 2025, Defendants received repeated notice from:

a. Board of Health violations and emergency orders (December 2024 and subsequent months);

b. written complaints from the child's mother;

c. photographs and video documenting mold, water intrusion, and cold temperatures;

d. staff reports confirming hazards;

e. maintenance logs showing persistent unresolved conditions; and

f. in-person conversations alerting them that the child was getting medically worse.

62. Despite this knowledge, Defendants allowed the child to remain in an environment they knew was dangerous, including:

a. ongoing mold contamination throughout the unit;

b. chronic moisture and water leaks;

c. HVAC failures causing legally unsafe indoor temperatures;

d. uncontained construction dust, debris, and particulates entering the child's living space;

e. unresolved sanitation issues and structural hazards;

f. prolonged environmental instability over many months.

63. The Braintree Board of Health issued multiple emergency orders beginning in December 2024, identifying hazardous, unlawful, and unsafe conditions requiring immediate correction. These orders specifically documented conditions dangerous to human health. Defendants failed to comply.

64. Defendants acted recklessly by:

a. deliberately ignoring emergency violations;

b. conducting superficial or cosmetic repairs that worsened conditions;

c. falsely denying the existence of mold or hazards;

d. delaying professional testing or remediation despite knowing the child was sick;

e. offer to relocate the family or provide temporary housing;

f. allowing construction to continue in occupied buildings without safety containment;

g. placing budgeting concerns or convenience over child safety;

h. failing to implement any meaningful protective measures.

65. Defendant Erika Merritt personally received the mother's repeated reports that the child was ill. She knowingly continued policies and decisions that increased the minor's exposure to mold, cold, particulates, and unsafe construction conditions. Her conduct constitutes individual reckless disregard for the safety of a child.

66. Defendants' conduct meets the legal definition of wanton or reckless conduct under Massachusetts law because:

a. they knew of facts creating a high degree of risk of substantial harm;

b. they deliberately failed to act;

c. they consciously chose a course of conduct knowing harm to the child was highly probable;

d. they demonstrated indifference to known, life-affecting health risks.

67. Defendants' actions satisfy the standard for child endangerment, as they placed a minor in harm's way despite knowledge of environmental conditions capable of causing injury, illness, and long-term harm.

68. Defendants' prolonged refusal to comply with Board of Health emergency

orders—while knowing the child was living in those same unsafe conditions—constitutes willful misconduct.

69. As a direct result of Defendants' reckless disregard, K.F. suffered:

a. respiratory illness;

b. headaches, fatigue, and sinus irritation;

c. heightened environmental sensitivity;

d. anxiety, fear, and emotional trauma;

e. sleep disruption;

f. educational interruption requiring homeschooling;

g. ongoing medical impacts requiring monitoring.

70. Defendants' conduct was willful, knowing, and malicious toward the rights and safety of a minor child.

71. Plaintiff seeks compensatory damages, punitive damages where permitted, enhanced damages, and all additional relief this Court deems just.

COUNT III — VIOLATION OF THE MASSACHUSETTS CIVIL RIGHTS ACT G.L. c. 12, §§ 11H–11I (Against all Defendants)

72. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

73. The Massachusetts Civil Rights Act ("MCRA"), G.L. c. 12, §§ 11H–11I, prohibits any person from interfering, or attempting to interfere, by *threats, intimidation, or coercion*, with the exercise or enjoyment of a right secured under the Constitution or laws of the Commonwealth.

74. As a minor child residing lawfully in his home, K.F. possessed rights secured by state law, including:

a. the right to personal security and bodily integrity;

b. the right to safe, sanitary, lawful, and habitable living conditions;

c. the right to report health and safety violations to public authorities;

d. the right to protection under the State Sanitary Code (105 CMR 410);

e. the right to be free from retaliation for exercising statutory protections;

f. the right to stability in his home environment without unlawful threats or coercion.

75. Defendants knowingly interfered with these rights by threats, intimidation, and coercion, including but not limited to:

a. issuing escalating and retaliatory written communications to his family after they reported mold, cold, and construction hazards;

b. threatening eviction or displacement if they continued to contact the Board of Health or complain about unsafe conditions;

c. sending 72-hour "vacate" warnings and hostile letters timed immediately after Board of Health involvement;

d. refusing repairs or threatening enforcement consequences unless the family ceased raising safety concerns;

e. intimidating the mother through false claims that reporting to authorities or requesting lawful accommodations would result in immediate removal from the home.

76. These statements and actions constitute "threats" under MCRA because they communicated consequences intended to deter the assertion of legal rights.

77. Defendants' conduct constitutes "intimidation" because it involved acts designed to instill fear and suppress the family's lawful complaints regarding dangerous conditions affecting a child.

78. Defendants' conduct constitutes "coercion" because they used the unsafe environment itself—as well as the threat of homelessness—to pressure the family into silence and inaction.

79. Defendants' retaliatory use of threats of eviction, hostile written notices, and pressure to stop reporting hazards was specifically intended to interfere with the family's lawful exercise of rights protected by G.L. c. 111, State Sanitary Code protections, and constitutional rights to safety.

80. Defendant Erika Merritt personally communicated misleading statements and warnings designed to deter complaints, minimize hazards, and pressure the family not to involve the Board of Health.

81. Because a minor relies entirely on adults for protection, threats directed at the parent or guardian are legally sufficient to constitute interference with the child's civil rights.

82. Defendants' conduct directly impacted K.F.'s protected rights, including his right to personal security, his right not to live in hazardous conditions, and his right to have lawful complaints addressed without retaliation.

83. As a direct and proximate result of Defendants' threats, intimidation, and coercion, K.F. suffered:

a. emotional trauma, fear, and anxiety;

b. an inability to feel safe in his home;

c. stress caused by retaliatory threats of displacement;

d. exacerbation of respiratory and physical symptoms due to delayed remediation;

e. educational instability;

f. ongoing fear caused by management hostility and coercive conduct.

84. Defendants' conduct was willful, knowing, and intentional.

85. Pursuant to G.L. c. 12, § 11I, Plaintiff is entitled to:

a. compensatory damages;

b. injunctive relief;

c. punitive damages where permitted;

d. reasonable attorney's fees and costs;

e. all other appropriate relief.

COUNT IV — VIOLATION OF G.L. c. 93A, §§ 2 & 9
(UNFAIR AND DECEPTIVE ACTS AND PRACTICES)
(Against all Defendants)

86. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

87. Defendants are "persons engaged in trade or commerce" within the meaning of G.L. c. 93A, § 1(b) because they own, manage, lease, and market residential rental housing to consumers in Massachusetts.

88. At all relevant times, Defendants engaged in multiple unfair and deceptive acts and practices in connection with the rental, operation, maintenance, and representation of the Lenox Farms Apartments.

89. Defendants knew, or should have known, that the unit occupied by the minor Plaintiff contained environmental hazards and defects, including water intrusion, mold

growth, cold drafts, malfunctioning HVAC equipment, and unsafe construction debris.

90. Beginning of or about fall 2024 and continuing for more than six months, Defendants received repeated written notices, photographs, maintenance requests, and direct reports from the family documenting dangerous and unlawful conditions.

91. On or about December 2024, the Braintree Board of Health issued multiple emergency violations and sanitary code citations, confirming that Unit 905 was unsafe, unsanitary, and non-compliant with 105 CMR 410, the State Sanitary Code.

92. Despite these findings, Defendants engaged in unfair and deceptive practices, including, but not limited to:

a. concealing the existence and severity of mold, water intrusion, and environmental contamination;

b. misrepresenting the safety and habitability of the unit even after Board of Health violations;

c. providing false assurances that hazards had been resolved when they had not;

d. downplaying or denying mold despite visible growth and confirmed conditions;

e. failing to hire qualified environmental professionals despite promising to do so;

f. performing negligent or superficial repairs that did not remedy underlying hazards;

g. allowing contaminants and dust to infiltrate the child's living space while representing that construction was "safe";

h. violating the State Sanitary Code—which constitutes a per se violation of 93A;

I. continuing to collect rent while knowingly providing an uninhabitable and unsafe unit;

j. issuing retaliatory threats and hostile communications after complaints to pressure the family into silence.

93. Defendant Erika Merritt, as Community Director, personally:

a. received complaints describing the minor's worsening medical symptoms;

b. communicated deceptive statements minimizing the dangers;

c. made misleading representations about repairs and environmental conditions;

d. approved or coordinated deficient remedial actions;

e. issued or participated in retaliatory communications after Board of Health involvement.

94. These actions constitute unfair or deceptive practices because they were immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers, particularly to a medically vulnerable minor.

95. Defendants' conduct was willful and knowing. They:

a. had actual, documented notice of all hazards;

b. received formal emergency violations ordering immediate correction;

c. knowingly allowed the hazards to persist for months;

d. misrepresented conditions to avoid cost, liability, or public-health scrutiny.

96. As a result, Defendants' conduct is subject to multiple damages under G.L. c. 93A, § 9(3).

97. Defendants' violations caused K.F. to suffer:

a. respiratory symptoms, headaches, and physical illness;

b. emotional distress, fear, and anxiety;

c. environmental sensitivity requiring ongoing precautions;

d. educational disruption and homeschooling;

e. long-term health risks requiring medical monitoring;

f. diminished quality of life.

98. Plaintiff, through his next friend, served Defendants with a proper G.L. c. 93A demand for relief.

99. Pursuant to G.L. c. 93A § 9, the minor Plaintiff is entitled to:

a. actual damages;

b. double or treble damages for willful and knowing violations;

c. attorney's fees and litigation costs;

d. injunctive and equitable relief;

e. any further relief the Court deems just.

COUNT V — FRAUDULENT MISREPRESENTATION AND FRAUDULENT CONCEALMENT (Against all Defendants)

100. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

101. During all relevant times, Defendants possessed superior knowledge of the environmental conditions, structural defects, sanitary-code violations, and hazardous conditions within Unit 905 at Lenox Farms Apartments.

102. Defendants knew, based on internal maintenance logs, Board of Health inspections, tenant complaints, and employee reports, that the apartment contained water intrusion, mold growth, unsafe temperatures, and airborne particulates caused by adjacent construction.

103. Despite this actual knowledge, Defendants made repeated false statements to Plaintiff's family, including but not limited to:

a. that mold "did not exist" in the unit despite visible contamination;

b. that water intrusions were "fixed" when no remediation had occurred;

c. that construction dust was "harmless" despite internally documented risks;

d. that HVAC issues were being "repaired" when they were not;

e. that the apartment was "safe for a child" despite known Board of Health violations;

f. that no relocation was necessary, despite hazardous conditions that made continued occupancy dangerous for a minor.

104. These statements were made by on-site property management personnel, including Defendant Erika Merritt, who communicated directly with Plaintiff's mother, received photographic evidence of mold and water intrusion, and nonetheless falsely claimed that the unit was safe.

105. Defendants also committed fraudulent concealment by intentionally withholding:

a. inspection results;

b. mold findings;

c. maintenance records documenting repeat failures;

d. Board of Health violation letters and deadlines;

e. contractor reports identifying hazardous conditions;

f. known risks associated with ongoing construction in occupied buildings.

106. Defendants concealed these facts with the intent to:

a. avoid the cost of relocation or professional remediation;

b. prevent reports to health authorities;

c. continue collecting full rent;

d. avoid triggering legal liability for exposing a minor to health hazards.

107. Defendants' fraudulent misrepresentations and concealment were material because:

a. the truth would have required temporary relocation, extensive repairs, or alternative housing;

b. the family relied on Defendants' statements to decide whether to remain in the unit;

c. the concealed information directly concerned the minor's health and safety.

108. Plaintiff's mother reasonably relied on Defendants' representations because:

a. property managers and corporate housing entities hold themselves out as knowledgeable and trustworthy;

b. the family had no access to the internal maintenance records or test results;

c. Defendants repeatedly insisted conditions were safe;

d. Defendants denied or minimized hazards even when presented with photographic proof.

109. Defendants' concealment caused the minor to remain in an unsafe home, resulting in:

a. respiratory symptoms;

b. environmental sensitivities;

c. headaches and physical discomfort;

d. emotional distress and fear;

e. sleep disruption;

f. loss of educational stability;

g. lack of heat;

h. long-term health consequences requiring monitoring.

110. Fraud is established under Massachusetts law where a defendant knowingly makes false statements or conceals material facts intending to induce reliance. Defendants' conduct satisfies each element.

111. Because Defendants' fraudulent conduct was knowing, intentional, and aimed at concealing harm to a minor, punitive damages are warranted.

112. Plaintiff seeks:

a. compensatory damages;

b. consequential damages;

c. punitive damages;

d. costs and further relief as this Court deems appropriate.

COUNT VI — VIOLATION OF THE STATE SANITARY CODE (105 CMR 410) Negligence Per Se (Against all Defendants)

113. Plaintiff realleges and incorporates all preceding paragraphs as though fully stated herein.

114. The State Sanitary Code, 105 CMR 410, establishes minimum standards of fitness for human habitation, including requirements for safe temperature, mold and moisture control, structural integrity, and protection against environmental hazards.

115. Under Massachusetts law, violation of the State Sanitary Code constitutes negligence per se because the Code is designed to prevent the type of harm suffered

by Plaintiff.

116. The Braintree Board of Health conducted inspections beginning in December 2024 and issued multiple emergency violations to the Defendants for:

a. mold contamination;

b. water intrusion;

c. excessive moisture conducive to mold growth;

d. HVAC failure and unsafe indoor temperatures;

e. structural defects;

f. unsanitary and unsafe environmental conditions;

g. failure to maintain the property in compliance with health and safety standards.

117. Emergency Orders issued by a Board of Health indicate conditions that pose an immediate threat to the health and safety of occupants, including minors.

118. Defendants had actual notice of the violations through:

a. written Braintree Board of Health notices;

b. re-inspection reports;

c. emails and complaints from the family;

d. internal maintenance logs confirming unrepaired problems.

119. Despite receiving official Orders, Defendants:

a. failed to repair the source of moisture;

b. failed to properly remediate mold;

c. failed to correct unsafe temperatures;

d. failed to eliminate structural defects;

e. performed superficial, inadequate, or deceptive repairs;

f. falsely claimed hazards were "resolved" when they were not.

120. Defendants' failure to comply with 105 CMR 410 created conditions unfit for human habitation, especially for a minor child with respiratory sensitivities.

121. Violations of 105 CMR 410, as confirmed in public records and Board of Health findings, constitute per se evidence of breach of duty under Massachusetts law.

122. These violations were a direct and proximate cause of the injuries to K.F., including:

a. respiratory symptoms, coughing, headaches, nose bleeds;

b. aggravated environmental sensitivities;

c. emotional distress;

d. educational disruption;

e. anxiety and sleep disturbance;

f. diminished quality of life.

123. The injuries are exactly the type of harm the Sanitary Code is designed to prevent, making Defendants strictly responsible for failing to comply.

124. Defendants' Sanitary Code violations were persistent, repeated, and aggravated by their decision to ignore emergency health directives and continue exposing Plaintiff to hazardous conditions.

125. Plaintiff seeks damages for personal injury, emotional distress, consequential damages, and all relief available for negligence per se under Massachusetts law.

COUNT VII — VIOLATION OF THE FEDERAL FAIR HOUSING ACT
(Disability Discrimination, Failure to Accommodate, and Retaliation)
42 U.S.C. §§ 3604(f)(1), (f)(2), (f)(3)(B); 42 U.S.C. § 3617
(Against all Defendants)

126. Plaintiff realleges and incorporates all preceding paragraphs as if fully set forth herein.

127. The federal Fair Housing Act ("FHA"), 42 U.S.C. §§ 3601–3619, prohibits discrimination against persons with disabilities in housing, including denial of equal use and enjoyment of a dwelling, refusal to accommodate disability-related needs, and retaliation for exercising FHA rights.

128. K.F. is a disabled individual within the meaning of 42 U.S.C. § 3602(h), because he suffers from respiratory sensitivities, environmental injuries, and medical conditions substantially limiting major life activities including breathing, sleeping, and learning.

129. Defendants were notified repeatedly—verbally, in writing, and through Board of Health documentation—that K.F. had disability-related symptoms triggered by mold, cold exposure, HVAC failure, and construction particulates.

130. Despite clear notice, Defendants failed to reasonably accommodate the minor's disability by refusing to:

a. remediate mold safely;

b. correct hazardous cold temperatures;

c. relocate the child during unsafe construction;

d. use licensed environmental contractors;

e. provide temporary housing;

f. schedule repairs to avoid airborne contaminants;

g. provide truthful information about hazards.

131. Under 42 U.S.C. § 3604(f)(3)(B), failing to take steps that are "necessary to afford a disabled person equal opportunity to use and enjoy a dwelling" constitutes illegal discrimination. Defendants violated this duty.

132. Defendants also engaged in prohibited retaliation under 42 U.S.C. § 3617 by:

a. issuing threats and 72-hour notices after Plaintiff reported hazards;

b. attempting to intimidate the family into silence;

c. delaying repairs after protected complaints;

d. communicating in ways designed to punish or coerce;

e. escalating enforcement and eviction-related actions after complaints to the Board of Health and City;

f. using unsafe conditions as leverage.

133. Plaintiff's reports to management and the Board of Health about environmental dangers were protected activities under the FHA.

134. Defendants' retaliatory conduct directly interfered with the minor's federally protected rights, including the right to safe housing free from discrimination and intimidation.

135. Defendants' conduct was intentional, knowing, and in reckless disregard of federal law, and caused:

a. respiratory injury;

b. exacerbated sensitivities;

c. emotional trauma;

d. disruption of education;

e. fear and anxiety relating to threats of displacement;

f. ongoing medical and psychological harm.

136. Defendants' acts constitute discrimination and retaliation in violation of the federal Fair Housing Act.

137. Plaintiff is entitled to:

a. actual damages;

b. punitive damages;

c. civil penalties;

d. injunctive relief;

e. an order preventing eviction or retaliatory action;

f. attorney's fees (upon appointment of counsel);

g. all other relief available under federal law.

COUNT VIII — AMERICANS WITH DISABILITIES ACT
(ADA Title II & Title III – Failure to Accommodate Disability and Retaliation)
42 U.S.C. §§ 12131–12134, 12182, 12203
(Against All Defendants)

138. Plaintiff realleges and incorporates all prior paragraphs as if fully set forth herein.

139. The Americans with Disabilities Act ("ADA") prohibits discrimination, failure to accommodate, and retaliation against individuals with disabilities in housing-related services, property management practices, and any public accommodations connected to housing.

140. K.F. is an individual with a disability within the meaning of 42 U.S.C. § 12102 because his respiratory symptoms, environmental sensitivities, and medical condition substantially limit major life activities including breathing, sleeping, and learning.

141. Defendants own, operate, or manage facilities open to the public and their housing operations are "services, programs, or activities" under Title II, and "public accommodations" under Title III, including property management offices, maintenance services, leasing operations, and housing-related programs.

142. Defendants had actual notice of K.F.'s disability through:

a. reports to management,

b. Board of Health findings,

c. medical symptoms disclosed by the mother,

d. physical evidence of environmental-triggered illness.

143. Despite that notice, Defendants failed to provide reasonable modifications or accommodations required under 42 U.S.C. § 12182(b)(2)(A)(ii) and (iii), including:

a. relocating the child during mold remediation;

b. allowing temporary transfer to another unit;

c. scheduling construction to avoid dangerous particulates;

d. fixing HVAC issues causing cold exposure;

e. providing truthful information about environmental hazards;

f. engaging licensed environmental specialists;

g. modifying policies that delayed necessary repairs;

h. implementing safe protocols for occupied units;

i. protecting the minor from retaliation for requesting accommodations.

144. Defendants further violated the ADA by actively retaliating after accommodations were requested, in violation of 42 U.S.C. § 12203, by:

a. issuing threats and notices designed to induce silence;

b. escalating enforcement actions after safety complaints;

c. refusing repairs after protected ADA requests;

d. treating the family adversely because of disability-based requests;

e. using unsafe construction as leverage;

f. intimidating the minor and his mother through written and verbal communications.

145. Retaliation is strictly prohibited under the ADA when a person "opposes any act or practice made unlawful" by the statute. Defendants deliberately targeted the household for requesting disability-related protections.

146. The ADA requires housing providers and associated management entities to provide accommodations "necessary to afford equal opportunity to use and enjoy a dwelling." Defendants' refusal violated this mandate.

147. As a direct and proximate result of Defendants' ADA violations, K.F. suffered:

a. environmental-triggered respiratory illness;

b. emotional trauma;

c. inability to sleep and concentrate;

d. disruption of education due to forced homeschooling;

e. fear and anxiety due to hostile and retaliatory conditions;

f. ongoing medical and psychological harm.

148. Plaintiff is entitled to the following relief:

a. injunctive relief requiring immediate ADA accommodations;

b. an order preventing eviction or retaliatory action;

c. policy changes;

d. reasonable modifications;

e. attorney's fees and costs under 42 U.S.C. § 12205;

f. any other equitable relief deemed necessary to protect the minor.

149. Defendants' acts violated Title II, Title III, and the ADA's anti-retaliation provisions, warranting judicial intervention and full relief.

COUNT IX — INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (Against All Defendants)

150. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

151. Massachusetts law recognizes a claim for intentional infliction of emotional distress ("IIED") where a defendant, through extreme and outrageous conduct, intentionally or recklessly causes severe emotional harm. Defendants' conduct meets and exceeds that standard.

152. K.F. is a minor child who depended entirely on Defendants to provide a habitable and safe living environment. Defendants knew this and nonetheless subjected him to repeated, prolonged, and dangerous environmental conditions.

153. Beginning as early as fall 2024, Defendants were repeatedly notified that the minor Plaintiff was experiencing respiratory symptoms, environmental sensitivities, fear, sleep disturbances, and emotional distress as a direct result of mold, cold exposure, construction debris, and unsafe conditions inside the apartment.

154. On or about December 2024, the Braintree Board of Health issued multiple emergency violations, confirming the presence of hazardous mold contamination, water intrusion, and other dangerous environmental conditions. These violations remained open for extended periods and documented conditions that posed immediate and serious health risks—particularly to children.

155. Despite these emergency findings, Defendants:

a. denied the existence of hazards;

b. minimized the severity of mold and environmental risks;

c. did not offer to relocate the child even temporarily;

d. allowed construction dust and particulates to circulate in occupied units;

e. ignored repeated pleas for help;

f. issued retaliatory or threatening communications after complaints;

g. misrepresented the status of repairs or falsely claimed hazards were "fixed";

h. weaponized delay and denial to pressure and silence the family.

156. Defendants acted with reckless disregard for the near certainty that their actions would severely harm a child's mental and emotional well-being.

157. Defendants' conduct was extreme and outrageous because:

a. they knew the conditions were medically harmful;

b. they were under Board of Health emergency orders and still refused to act;

c. they continued exposing a child to mold, cold, and construction contaminants;

d. they retaliated instead of protecting the minor;

e. they consciously exploited the family's fear of displacement;

f. they withheld truthful information and concealed ongoing hazards.

158. No reasonable person, and certainly no reasonable landlord or property manager, would expect a child to endure such conduct, nor would any civilized society consider such behavior acceptable.

159. As a direct and foreseeable result of Defendants' extreme and outrageous actions, K.F. suffered severe emotional distress, including:

a. fear of returning to his home;

b. anxiety associated with ongoing environmental hazards;

c. sleep disruption and nightmares;

d. emotional withdrawal;

e. increased sensitivity to environmental triggers;

f. heightened fear of retaliation and displacement;

g. emotional trauma requiring long-term monitoring and support.

160. The emotional harm suffered by K.F. was substantial, debilitating, and far beyond the ordinary grief, upset, or distress that any child would experience.

161. Defendants' reckless and intentional conduct was the direct and proximate cause of this emotional distress.

162. Plaintiff seeks compensatory damages, consequential damages, emotional-distress damages, punitive damages where permitted, and all other relief the Court deems just.

COUNT X — BREACH OF THE COVENANT OF QUIET ENJOYMENT
G.L. c. 186, § 14
(Against All Defendants)

163. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

164. Under G.L. c. 186, § 14, every occupant of a residential dwelling — including minor children — is entitled to the quiet enjoyment of their home, free from interference, threats, hazardous conditions, and retaliatory conduct.

165. Although the minor Plaintiff is not the named tenant on the lease, he is a lawful occupant of the premises and is fully protected by G.L. c. 186, § 14. Courts in

Massachusetts recognize that the covenant protects *all* lawful occupants, not only the person signing the lease.

166. Defendants substantially and materially interfered with the minor Plaintiff's quiet enjoyment of the premises through their actions and omissions, including but not limited to:

a. allowing repeated mold contamination despite months of notice;

b. permitting cold temperatures and HVAC failures during winter months;

c. exposing the child to construction dust, debris, and unsafe air quality;

d. ignoring Board of Health emergency violations issued beginning in December 2024;

e. providing false assurances that conditions were "safe" or "fixed" when they were not;

f. refusing to provide safe temporary accommodations while the child was symptomatic;

g. issuing retaliatory notices and threats designed to intimidate the family;

h. concealing testing results, remediation failures, or risks to the child's health;

i. delaying repairs despite knowing the child was suffering physical and emotional harm.

167. Defendants' conduct violated multiple Board of Health orders, including emergency violation notices documenting mold and environmental hazards. Violations of the State Sanitary Code constitute per se violations of the covenant of quiet enjoyment.

168. The interference was substantial, unreasonable, continuous, and directly

harmful to the minor Plaintiff. It made the home unsafe, uninhabitable, and emotionally distressing.

169 Defendants' conduct was intentional or at least reckless, because they:

a. had actual knowledge of the unsafe environment;

b. knew the minor Plaintiff was medically symptomatic;

c. knew the Board of Health found the unit in violation of law;

d. did not offer to relocate or protect the child;

e. retaliated against reporting and complaints.

170. Because the conduct was retaliatory and involved threats, it independently violates G.L. c. 186, § 18, further establishing the quiet enjoyment claim.

171. As a direct and proximate result of Defendants' actions, the minor Plaintiff suffered:

a. emotional trauma and fear inside his own home;

b. sleep disturbances and anxiety;

c. loss of educational stability;

d. respiratory and physical symptoms;

e. deterioration of overall well-being;

f. loss of a safe environment essential for a child.

172. Under G.L. c. 186, § 14, violations entitle the Plaintiff to actual damages, statutory damages of the greater of three months' rent or actual damages, attorney's fees, and costs.

173. Because the injury was inflicted upon a minor and involved willful misconduct, Plaintiff seeks enhanced statutory damages, punitive damages where available, and

all other relief this Court deems just.

COUNT XI — DECLARATORY AND INJUNCTIVE RELIEF
G.L. c. 231A; Inherent Equitable Powers of the Superior Court
(Against All Defendants)

174. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

175. This Count is brought pursuant to G.L. c. 231A, the Massachusetts Declaratory Judgment Act, and the inherent equitable authority of the Superior Court to issue temporary restraining orders, preliminary injunctions, and permanent injunctive relief.

176. An actual, live controversy exists between the parties relating to:

a. the safety and habitability of the minor Plaintiff's home;

b. Defendants' ongoing violations of the State Sanitary Code (105 CMR 410);

c. Defendants' violations of the FHA, ADA, and MCRA;

d. Defendants' use of threats, intimidation, and coercion, including 72-hour vacate notices;

e. Defendants' attempts to evict, displace, or retaliate against Plaintiff or his household;

f. Defendants' refusal to accommodate Plaintiff's disability;

g. Defendants' failure to remediate environmental hazards promptly or safely.

177. Because Plaintiff is a minor, the controversy implicates constitutional rights, statutory protections, and urgent health and safety concerns requiring immediate judicial intervention.

178. Plaintiff has a **legally protected right** under:

a. the Massachusetts Constitution;

b. G.L. c. 12, §§ 11H–11I (MCRA);

c. G.L. c. 111 and 105 CMR 410;

d. G.L. c. 186, §§ 14 & 18;

e. 42 U.S.C. §§ 3604 & 3617 (FHA);

f. 42 U.S.C. §§ 12102, 12182 & 12203 (ADA);

to safe, sanitary housing, free from retaliation, and to disability accommodations.

179. Defendants' ongoing conduct—including issuance of 72-hour notices, hostility after Board of Health complaints, refusal to remediate, and failure to provide accommodations—creates immediate and irreparable harm to the minor child.

180. Under *Packaging Industries Group, Inc. v. Cheney*, 380 Mass. 609 (1980), injunctive relief is appropriate where:

a. Plaintiff is likely to succeed on the merits;

b. Plaintiff will suffer irreparable harm without an injunction;

c. the balance of hardships favors the Plaintiff; and

d. the public interest supports intervention.

181. Each of these standards is met:

a. **Likelihood of Success** — Plaintiff has already demonstrated multiple sanitary-code violations, disability discrimination, retaliation, negligence, and civil rights interference.

b. **Irreparable Harm** — the minor has suffered respiratory injury, emotional trauma, educational disruption, and ongoing medical vulnerability that cannot be remedied by money alone.

[illegible]

[illegible]

[illegible]

c. **Balance of Hardships** — Defendants face only compliance obligations, while Plaintiff faces life-affecting health and safety risks.

d. **Public Interest** — protecting the health of children, enforcing sanitary and disability laws, and preventing retaliatory eviction is a strong public policy interest.

182. The Superior Court retains **exclusive equitable jurisdiction** to issue TROs and injunctions regarding minor safety and civil-rights protections; Housing Court lacks jurisdiction over these equitable claims and federal civil rights issues.

183. The Housing Court lacks jurisdiction to issue the injunctive relief requested in this Count.

184. Plaintiff seeks a judicial declaration that:

a. Defendants violated statutory and constitutional obligations;

b. the minor Plaintiff has the right to safe, sanitary, and nondiscriminatory housing;

c. Defendants' threats of eviction or displacement are unlawful and retaliatory;

d. Defendants must comply with health and safety laws immediately;

e. Defendants must provide ADA/FHA-required accommodations.

185. Plaintiff further requests a Temporary Restraining Order and Preliminary Injunction enjoining Defendants from:

a. initiating, pursuing, or threatening any eviction, removal, or displacement action;

b. issuing 72-hour notices, nonpayment notices, or any retaliatory notices against the household;

c. continuing retaliation after Board of Health complaints or FHA/ADA requests;

d. failing to remediate hazards in compliance with 105 CMR 410 and emergency orders;

e. refusing reasonable accommodations for the minor's disability;

f. engaging in construction or maintenance activities that create airborne particulates or hazardous conditions without proper containment and safety measures;

g. interfering with the minor's quiet enjoyment, health, safety, or education.

186. Plaintiff seeks **a mandatory injunction** requiring Defendants to:

a. immediately remediate mold, moisture, HVAC failures, and environmental hazards;

b. provide safe temporary alternative housing if remediation cannot occur safely while occupied;

c. disclose all insurance policies, inspection reports, environmental testing, and maintenance logs;

d. implement ADA-compliant modifications, scheduling, and protective protocols;

e. cease all retaliatory actions permanently.

187. Given the ongoing risk of physical and emotional harm to the minor, only immediate injunctive relief can prevent further injury.

188. Plaintiff requests judgment declaring the rights and obligations of the parties and awarding injunctive, equitable, and protective relief as necessary to safeguard the minor's health, safety, and civil rights.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff K.F., a minor, by and through his legal guardian and next friend, Sandra Frommer, respectfully requests that this Honorable Court enter judgment in his favor and against all Defendants, and award the following relief:

1. **Compensatory damages** in an amount to be determined at trial for physical injury, emotional distress, educational harm, loss of enjoyment of life, and all other injuries suffered;

2. **Consequential damages**, including but not limited to medical costs, educational impacts, environmental mitigation, and future monitoring;

3. **Enhanced damages** and **treble damages** pursuant to G.L. c. 93A and other applicable statutes;

4. **Punitive damages** to the extent permitted under the Massachusetts Civil Rights Act, the Fair Housing Act, ADA, and under state common law for intentional, willful, or reckless conduct;

5. **Statutory damages** for violations of G.L. c. 186, §14 (quiet enjoyment);

6. **Declaratory judgment** pursuant to G.L. c. 231A declaring:

a. the child's right to safe, sanitary, and nondiscriminatory housing,

b. Defendants' violations of state and federal law,

c. all retaliatory notices or threatened eviction actions to be unlawful;

7. **Injunctive relief,** including but not limited to:

a. immediate cessation of all retaliation,

b. compliance with 105 CMR 410 and all emergency orders,

c. provision of reasonable ADA/FHA accommodations,

d. safe remediation of environmental hazards,

e. production of environmental testing, maintenance logs, and inspection records;

8. **Preliminary and permanent injunctive relief** preventing Defendants from commencing, pursuing, or threatening any eviction or displacement actions related to the events described herein;

9. **Reasonable attorney's fees and costs**, including those authorized under the Massachusetts Civil Rights Act, G.L. c. 93A, the FHA, and the ADA;

10. **Interest**, including prejudgment and post-judgment interest;

11. **Any additional relief**—legal, equitable, or protective—that the Court deems just, appropriate, and necessary for the protection of a minor child.

JURY DEMAND

Pursuant to Mass. R. Civ. P. 38, Plaintiff hereby demands a trial by jury on all issues so triable as of right, including all state tort claims, G.L. c. 93A claims seeking damages, federal Fair Housing Act claims, and all other claims affording a jury trial under Massachusetts or federal law.

Respectfully submitted,

K.F., a minor, by his mother and next friend,
SANDRA FROMMER. *(Pro se)*

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Date: November 24, 2025

/s/ Sandra Frommer
Sandra Frommer