

METRO SOUTH
HOUSING COURT

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

2025 NOV 24 P 2:40

SUPERIOR COURT DEPARTMENT

SUFFOLK, ss.

Returned

Civil Action No. 25-3086c

SANDRA FROMMER,
Plaintiff, Pro Se

v.

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

SUFFOLK SUPERIOR COURT
CIVIL CLERK'S OFFICE
FILED

DEC 11 2025

JOHN E. POWERS, III
CLERK MAGISTRATE

SUFFOLK SUPERIOR COURT
CIVIL CLERK'S OFFICE
2025 NOV -6 P 2:30
JOHN E. POWERS, III
CLERK MAGISTRATE

COMPLAINT FOR INJUNCTIVE, DECLARATORY, AND MONETARY RELIEF
(Illegal Self-Help Eviction, Retaliation, Breach of Habitability,
Unfair and Deceptive Acts, and Related Claims)
AND DEMAND FOR TRIAL BY JURY

I. INTRODUCTION

Plaintiff, Sandra Frommer, brings this civil action against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt (collectively, "Defendants"), seeking injunctive, declaratory, and monetary relief arising from Defendants' unlawful lockout, police-backed no-trespass order, and retaliatory summary-process filing following her Board of Health complaint regarding uninhabitable conditions at 550 Liberty Street, Unit 905, Braintree, Massachusetts. Jurisdiction lies in this Court under G.L. c. 212, § 3 because the amount in controversy exceeds \$50,000 and Plaintiff seeks equitable and compensatory relief.

Acting through on-site manager Erika Merritt, Defendants first requested identifying

information for Plaintiff and her minor child “to add them to the lease,” including sending a link to complete the process. After acknowledging her occupancy, Defendants attempted to expel her by force, issuing a written No-Trespass Order in November 2024 copied to the Braintree Police Department and threatening arrest if she re-entered her home (*see Exhibits*). Around the same time, maintenance personnel, at management’s direction, changed access codes and excluded Plaintiff and her child from the unit—an illegal self-help eviction prohibited by G.L. c. 186, § 14 (*see Exhibits*).

Days later, after Plaintiff filed a verified Board of Health emergency complaint reporting lack of heat, an inoperative stove, leaks, and mold (*see Exhibits*), Defendants filed a summary-process action premised on her alleged “unauthorized occupancy” while omitting her from service (*see Exhibits*). That sequence triggers the statutory presumption of retaliation under G.L. c. 186, § 18.

Even after initiating eviction proceedings, Defendants continued to treat Plaintiff as the point of contact for the property, directing maintenance and inspection communications to her and referring to Unit 905 as “your home” (*see Exhibits*). Those admissions contradict Defendants’ later affidavits and reflect bad faith.

Plaintiff is the sole legal guardian of a homeschooled minor whose safety and education depend on stable housing. Defendants’ conduct—police threats, lockout, and retaliatory eviction—has violated G.L. c. 186 §§ 14 and 18 and caused irreparable harm. Plaintiff seeks immediate and permanent relief under those statutes and G.L. c. 93A, including compensatory and multiple damages, fees where applicable, and injunctive orders prohibiting further interference with her home and the education and health of her child. Plaintiff expressly reserves federal claims for separate adjudication.

II. PARTIES

1. Plaintiff **Sandra Frommer** ("Plaintiff") is an adult individual residing at 550 Liberty Street, Unit 905, Braintree, Norfolk County, Massachusetts. Plaintiff is the lawful occupant of said premises, possesses lawful tenancy and occupancy rights under Massachusetts law, and is the sole legal guardian of a minor child who also resides there.

2. Defendant **UDR, Inc.** ("UDR") is a foreign corporation organized under the laws of the State of Maryland, with its principal office at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129, and a Massachusetts resident agent for service at Corporation Service Company, 84 State Street, Boston, MA 02109. Upon information and belief, UDR exercises ownership and operational control over Lenox Farms Limited Partnership and other Massachusetts rental properties.

Upon information and belief, Defendant UDR, Inc. exercises direct ownership and operational control over Defendant Lenox Farms Limited Partnership and UDR NYL Deals GP LLC through common officers, shared management systems, and unified corporate policies.

UDR, Inc. maintains responsibility for leasing, maintenance standards, tenant relations, and enforcement policies at the Lenox Farms Apartments, and acted in concert with its subsidiaries through its agents, including Erika Merritt and regional manager Ryan Conofrey.

Accordingly, each Defendant is jointly and severally liable for the acts and omissions described herein under principles of agency and integrated enterprise liability.

3. Defendant **Lenox Farms Limited Partnership** ("Lenox Farms") is a foreign limited partnership organized under the laws of Delaware and registered to do business in the Commonwealth of Massachusetts. Its principal office is located at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129, and its Massachusetts resident agent for service of process is Corporation Service Company, 84 State Street, Boston, MA 02109. Lenox Farms owns and operates the residential complex known as "Lenox Farms Apartments," located at 550 Liberty Street, Braintree, Massachusetts, and conducts continuous and systematic business in the Commonwealth through its registered Massachusetts agent and Boston-based operations.

4. Defendant **UDR NYL Deals GP LLC** ("UDR NYL") is a Delaware limited liability company with its principal office at 1745 Shea Center Drive, Suite 200, Highlands Ranch, Colorado 80129, and a Massachusetts registered agent at Corporation Service Company, 84 State Street, Boston, MA 02109. Upon information and belief, UDR NYL acts as the general partner of Lenox Farms Limited Partnership and conducts business within the Commonwealth through that relationship.

5. Defendant **Erika Merritt** ("Merritt") is an individual employed by the corporate Defendants as the on-site Community Director for the Lenox Farms Apartments located at 550 Liberty Street, Braintree, Massachusetts. Upon information and belief, Merritt conducts her professional duties from that location under the direction and control of Defendants Lenox Farms Limited Partnership, UDR, Inc., and UDR NYL Deals GP LLC. Merritt may be served with process at her workplace, 550 Liberty Street, Braintree, Massachusetts 02184.

III. JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to G.L. c. 212, § 3, because the amount in controversy exceeds \$50,000 and Plaintiff seeks equitable, declaratory, and injunctive relief that lies exclusively within the jurisdiction of the Superior Court.

7. Personal jurisdiction over all Defendants is proper under G.L. c. 223A, § 3(a)–(d), as each Defendant transacts business and commits tortious acts within the Commonwealth of Massachusetts, and the claims asserted herein arise directly from those acts.

8. Venue is proper in Suffolk County under G.L. c. 223, §§ 1 and 8, because each corporate Defendant maintains a registered agent for service of process in Boston—Corporation Service Company, 84 State Street, Boston, MA 02109—and conducts substantial, continuous business operations through the UDR regional management office located at 7 Harcourt Street, 2nd Floor, Boston, MA 02116. The Defendants therefore maintain a usual place of business in Suffolk County within the meaning of G.L. c. 223, § 10.

9. The acts and omissions giving rise to this Complaint were directed, supervised, and ratified through Defendants' Boston-based management offices and agents, including the issuance of the no-trespass directive, litigation filings, and refusal to remedy sanitary-code violations. Venue in Suffolk County is therefore both proper and just. Key decisions underlying the no-trespass directive, eviction strategy, and refusal to timely remediate sanitary-code violations were made, directed, and/or ratified by UDR regional management operating out of 7 Harcourt Street, 2nd Floor, Boston, Massachusetts, thereby anchoring venue in Suffolk County.

10. The Superior Court is the appropriate forum to adjudicate Plaintiff's claims for damages and equitable relief under G.L. c. 186, §§ 14 and 18, and G.L. c. 93A. All causes of action asserted herein arise exclusively under the statutes and common law of the Commonwealth of Massachusetts, and this Complaint asserts no claims arising under federal law.

IV. FACTUAL BACKGROUND

A. Initial Lease and Representations of Habitability

11. In or about August 2024, Defendants offered Unit 905 at 550 Liberty Street, Braintree ("the Premises") as a "fully renovated" luxury apartment within the Lenox Farms complex.

12. Defendant Erika Merritt, the on-site Community Director, personally encouraged Plaintiff Sandra Frommer to apply and requested identifying information for Plaintiff and her minor child "to add them to the lease." Merritt specifically asked for the child's full name and date of birth for screening and confirmed that both would be added once approved.

13. Plaintiff relied on Merritt's written and verbal representations and Defendants' assurances that the unit was new, safe, and ready for occupancy. Defendants knew the child was homeschooled and medically sensitive to environmental contaminants, making a healthy home environment essential.

B. Defective and Uninhabitable Conditions

14. When Plaintiff and her child arrived to take possession, Defendants initially failed to deliver keys, leaving contractors inside completing unfinished work. After several weeks, Defendants provided keys to Plaintiff, confirming her lawful occupancy

and control of the Premises. Appliances remained non-functional, and visible water leaks, mold, and unsafe wiring were evident—conditions inconsistent with a habitable dwelling.

15. Despite repeated maintenance requests, Defendants denied the existence of mold, leaks, no functioning stove to cook, issues with the HVAC system, many more stated in the Braintree report (see *Exhibits*) and ignored violations of the Massachusetts Sanitary Code (105 CMR 410.000) and their duty under G.L. c. 186 §14 to deliver habitable premises.

C. Rent Withholding and Retaliatory Conduct

16. By late October 2024, Plaintiff lawfully notified management that rent would be withheld until essential repairs were completed, as permitted under Massachusetts law.

17. Within days, Defendants' attitude shifted from cooperation to hostility, initiating adverse actions including using the minor status and ordering him to be added to the lease, verbal harassment, withholding repairs and more, all constituting retaliation under G.L. c. 186 §18.

D. No-Trespass Order and Lockout

18. On November 20, 2024, Defendants issued a No-Trespass Order addressed to Plaintiff and copied to the Braintree Police Department, threatening arrest if Plaintiff entered her home. This was an unlawful attempt to regain possession by coercion, prohibited by G.L. c. 186 §14 and Articles 10 and 11 of the Massachusetts Declaration of Rights.

19. Around November 30, 2024, maintenance personnel acting under Merritt's direction changed garage and smart-lock access codes without notice or consent,

excluding Plaintiff and her child. These acts constituted an illegal self-help eviction under G.L. c. 186 §14.

20. Defendants were fully aware that Plaintiff and her child resided at the Premises and had repeatedly raised health concerns. Instead of seeking lawful judicial relief, Defendants weaponized police involvement to intimidate and remove them from their home.

E. Board of Health Findings and Retaliatory Eviction

21. Within days of the lockout, Plaintiff filed a verified Board of Health Emergency Complaint documenting lack of heat, inoperative stove, continuing leaks and mold across multiple floors. The Braintree Board of Health confirmed formal Emergency violations and issued orders for repair.

22. During the December 2024 inspection, inspectors confirmed that the lower-level bedroom occupied by Plaintiff's homeschooled minor child received no adequate heat or ventilation. The central HVAC system did not service that area, and inspectors advised that the apartment should be classified as a one-bedroom, not a two-bedroom, confirming misrepresentation and health risk.

23. Upon information and belief, at least ten other "fully renovated" townhome units at Lenox Farms exhibited similar defects—heat outages, mold, and leaks—during the same period. Plaintiff will present witnesses and affidavits from other affected tenants who will testify to this systemic pattern of neglect and misrepresentation.

F. Exclusion from Process and False Sworn Affidavit

24. Shortly after the Board of Health inspection, Defendants filed a summary-process eviction citing "unauthorized occupancy," while deliberately omitting Plaintiff

from the caption to expedite possession and avoid service upon her. The eviction followed immediately after Plaintiff's protected complaint, triggering the statutory presumption of retaliation under G.L. c. 186 §18.

25. In opposing Plaintiff's subsequent motion to intervene, Defendants submitted a sworn affidavit signed by Erika Merritt under oath and under penalty of perjury, falsely claiming Plaintiff was "never authorized" to occupy the Premises. That statement directly contradicts Merritt's own prior emails and messages explicitly inviting Plaintiff and her child to be added to the lease. The false affidavit was a knowing misrepresentation made to mislead the Housing Court and to conceal Defendants' retaliatory and unlawful conduct.

G. Continuing Admissions and Bad Faith

26. Even after filing the eviction, Merritt and other agents continued to communicate with Plaintiff to arrange repairs and inspections, repeatedly referring to Unit 905 as "your home." These communications are admissions of Plaintiff's lawful possession and Defendants' knowledge thereof.

27. By engaging police and maintenance personnel to enforce exclusion, Defendants used threats, intimidation, and coercion within the meaning of the Massachusetts Civil Rights Act (G.L. c. 12 §§11H–11I).

H. Ongoing Retaliation, Manipulation, and Irreparable Harm

28. Defendants have continued retaliatory acts, including omitting Plaintiff from the eviction case to circumvent judicial scrutiny of her Board of Health complaint and of her medically fragile minor child's living conditions. This was a deliberate procedural manipulation intended to silence the tenant most actively asserting statutory rights.

29. Defendants' exclusionary tactics, false statements, and misuse of process have caused continuing emotional, educational, and health harm to Plaintiff and her child. The child's schooling and medical care require a stable, safe environment that Defendants have placed in jeopardy.

30. Defendants' conduct violates the public policy of the Commonwealth against self-help evictions, retaliation, and uninhabitable rental housing. Unless restrained by this Court, Plaintiff and her child face further unlawful displacement and irreparable harm not compensable by monetary damages.

V. COUNTS

COUNT I – ILLEGAL SELF-HELP EVICTION AND INTERFERENCE WITH QUIET ENJOYMENT (G.L. c. 186, § 14) **(Against all defendants)**

31. Plaintiff repeats and realleges Paragraphs 1–30 as if fully set forth herein.

32. Under G.L. c. 186, § 14, a landlord or its agents may not directly or indirectly interfere with a tenant or lawful occupant's quiet enjoyment of the premises, nor attempt to recover possession by force, threat, or unlawful means—including changing locks, altering access codes, or invoking police authority without judicial process.

33. On or about November 20, 2024, Defendant Erika Merritt, acting for Lenox Farms Limited Partnership and its parent UDR entities, issued a No-Trespass Order to Plaintiff, copied to the Braintree Police Department, threatening arrest and imprisonment if Plaintiff re-entered her residence. This was an unlawful attempt to recover possession through intimidation and coercion.

34. Approximately November 30, 2024, at Merritt's direction, maintenance personnel changed the smart-lock and garage codes on Unit 905 without notice or

consent, physically excluding Plaintiff and her homeschooled minor child from the premises.

35. These actions were intentional, deliberate, and unauthorized. They constituted an illegal self-help eviction within the meaning of G.L. c. 186, § 14 and an interference with quiet enjoyment in direct violation of Massachusetts law and precedent.

36. Following the lockout, Plaintiff was forced to install replacement locks, purchase portable heaters, doors isolations and continue maintaining utilities despite exclusion. Her utility statements confirm utility increases from roughly \$100 to \$600 per month, directly caused by Defendants' failure to repair the heating system and the structural defects verified by the Braintree Board of Health.

37. Defendants' conduct caused continuing emotional distress, loss of peace and security, and disruption of Plaintiff's minor child's schooling and health stability.

38. The monthly rental value of Unit 905 was \$4,552. Under § 14, Plaintiff is entitled to statutory damages of not less than three months' rent (\$13,656) or actual and consequential damages for the period of deprivation—whichever is greater.

WHEREFORE, Plaintiff respectfully requests judgment on Count I against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt, jointly and severally, awarding:

A. Statutory damages under G.L. c. 186, § 14 of not less than three months' rent (\$13,656) or Plaintiff's actual and consequential damages—whichever is greater;

B. Reimbursement of all utility, heating, repair, and maintenance expenses incurred as a result of the lockout;

C. Reasonable attorney's fees, costs, and interest as provided by statute;

D. Preliminary and permanent injunctive relief prohibiting any further lockout, key or code change, or police-backed exclusion, and requiring immediate restoration of full lawful access; and

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

COUNT II – RETALIATION(G.L. c. 186, § 18)
(Against all defendants)

39. Plaintiff repeats and realleges Paragraphs 1–38 as if fully set forth herein.

40. Under G.L. c. 186, § 18, a landlord or its agents may not evict, threaten, or otherwise retaliate against any lawful occupant for reporting building or sanitary-code violations, withholding rent for uninhabitable conditions, or otherwise exercising rights protected by law. Any adverse action occurring within six months of such protected activity is presumed retaliatory.

41. Protected Activity. Between October and December 2024, Plaintiff exercised rights protected by § 18 by:

a. Notifying management that rent would be withheld until the lack of heat, leaks, and mold were corrected; and

b. Filing a verified Board of Health emergency complaint that resulted in inspection findings confirming major sanitary-code violations.

42. Adverse Actions. Within weeks of those protected acts, Defendants engaged in multiple retaliatory measures:

a. On November 20, 2024, Merritt issued the No-Trespass Order threatening arrest;

b. On November 30, 2024, maintenance changed the locks and garage code;

excluding Plaintiff and her child; and

c. In December 2024, Lenox Farms filed a summary-process eviction citing Plaintiff's "unauthorized occupancy" as its basis while deliberately omitting her from service and naming only other occupants, in order to evade the retaliation presumption, thereby weaponizing court process as retaliation.

43. Each act occurred within six months of Plaintiff's protected activity, establishing the statutory presumption of retaliation under § 18. Defendants cannot rebut this presumption because their proffered reason—"unauthorized occupancy"—is pretextual. Defendants' adverse acts also violated the public policy of the Commonwealth prohibiting retaliation for good-faith exercise of tenant rights and reporting of health hazards.

44. As a result, Plaintiff sustained economic loss, inflated utilities, emotional distress, disruption of her child's education, and continuing anxiety from police-backed threats and eviction pressure.

45. Defendants acted willfully and in bad faith, intending to silence and punish Plaintiff for reporting health and safety violations.

WHEREFORE, Plaintiff respectfully requests judgment on Count II against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt, jointly and severally, awarding:

A. Damages under G.L. c. 186, § 18 of not less than three months' rent (\$13,656) or the full measure of Plaintiff's actual and consequential damages for the entire retaliatory period—whichever is greater;

B. Reimbursement for consequential and incidental losses, including heating and

utility overcharges;

C. Reasonable attorney's fees, costs, and statutory interest;

D. Preliminary and permanent injunctive relief prohibiting further retaliation, police threats, or misuse of judicial process; and

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

**COUNT III – BREACH OF WARRANTY OF HABITABILITY, NEGLIGENCE, AND
NEGLIGENT MISREPRESENTATION
(G.L. c. 239 § 8A; 105 CMR 410.000; Common Law)
(Against all defendants)**

46. Plaintiff repeats and realleges Paragraphs 1–45 as if fully set forth herein.

47. Who / How / When:

Who: Defendants UDR, Inc., Lenox Farms Limited Partnership (owner and landlord), UDR NYL Deals GP LLC (management entities and general partners), and Erika Merritt (Community Director and authorized agent).

How: By leasing, advertising, and managing Unit 905 at 550 Liberty Street, Braintree, while representing it as “fully renovated,” “move-in ready,” and “safe,” despite known heating, ventilation, and mold hazards; by failing to perform lawful maintenance; and by ignoring municipal health orders.

When: From approximately August 2024 through Spring 2025, including the period when Braintree Board of Health issued emergency repair orders confirming Sanitary Code violations.

48. Breach of Warranty of Habitability (§ 8A and 105 CMR 410.000):

a. Under Massachusetts law, every residential lease includes an implied Warranty of Habitability, requiring landlords to maintain premises in compliance with the State Sanitary Code (105 CMR 410.000) and to provide safe, clean, and habitable housing.

b. Defendants breached this warranty by failing to provide:

(i) Adequate and functional heat and ventilation, in violation of 105 CMR 410.200 and 410.351;

(ii) A structurally safe and sanitary dwelling free from mold and water infiltration;

(iii) Working electrical, plumbing, and kitchen appliances; and

(iv) A unit compliant with building-code occupancy classifications (misrepresented as a two-bedroom though lacking required heating to the lower-level bedroom).

c. Braintree Board of Health inspectors verified these violations in December 2024, concluding that the lower-level room occupied by Plaintiff's homeschooled child did not receive heat or ventilation and that the unit failed to meet minimum sanitary standards.

49. Negligence (Common Law):

a. Defendants owed Plaintiff and her child a duty of reasonable care to maintain the premises in a safe and habitable condition:

b. They breached that duty by ignoring repeated maintenance requests, concealing leaks, delaying heat restoration, and disregarding the Board of Health orders.

c. Their conduct fell below the standard of care for Massachusetts landlords and property managers and directly caused foreseeable injury—physical, financial, and emotional.

50. Negligent Misrepresentation:

a. Defendants, through Merritt and other agents, made specific false statements of material fact, including that the unit was "newly renovated," "safe," and "ready for occupancy," and that all systems were "fully operational."

b. Defendants knew or should have known these statements were false because

internal records and contemporaneous work orders showed the HVAC system was incomplete, leaks were ongoing, and mold had been reported in other units.

c. Defendants intended Plaintiff to rely on these representations to proceed with occupancy and pay rent.

d. Plaintiff reasonably relied on them, moving into the premises and maintaining utilities at her own cost.

51. Damages:

As a direct and proximate result of Defendants' breaches, Plaintiff and her minor child suffered:

- a. Loss of use and enjoyment of their home;
- b. Exposure to extreme cold temperatures, mold, and unsafe living conditions;
- c. Increased utility costs (rising from approximately \$100 to \$600 per month);
- d. Out-of-pocket expenses for space heaters, repairs, and inspections; and
- e. Emotional distress and disruption of the minor child's education and health.

52. Willfulness and Pattern:

Defendants' actions were not isolated. At least ten other "fully renovated" townhomes in the Lenox Farms complex exhibited identical heating and mold defects during the same period, showing systemic negligence and willful disregard for tenant safety. This pattern supports enhanced damages under G.L. c. 93A § 9(3) if incorporated by reference.

WHEREFORE, Plaintiff respectfully requests judgment on Count III against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt, jointly and severally, awarding:

- A. Compensatory damages equal to the diminished rental value and full consequential losses caused by Defendants' violations;
- B. Reimbursement of all inflated utility, repair, and medical-related expenses;
- C. Preliminary and permanent injunctive relief requiring Defendants to remedy all Sanitary Code violations and certify compliance;
- D. Statutory attorney's fees, interest, and costs pursuant to G.L. c. 239 § 8A and Mass. R. Civ. P. 54; and
- E. Such further legal and equitable relief as the Court deems just and proper.

**COUNT IV — FRAUDULENT MISREPRESENTATION, FRAUDULENT INDUCEMENT,
AND UNFAIR OR DECEPTIVE ACTS AND PRACTICES**
(Common Law Fraud; G.L. c. 93A §§ 2, 9; 940 CMR 3.17)
(Against all defendants)

53. Plaintiff repeats and realleges Paragraphs 1–45 as if fully set forth herein.

54. **Who / How / When:**

Who: Defendants UDR, INCLenox Farms Limited Partnership (owner), UDR NYL Deals GP LLC (management entities and general partners), and Erika Merritt (on-site Community Director and authorized agent).

How: By intentionally misrepresenting the condition and habitability of Unit 905; concealing material defects known to them from prior tenant complaints and municipal citations; and by using false assurances and coercive tactics to induce Plaintiff and her minor child to occupy and remain in the premises.

When: From approximately August 2024 through Spring 2025, including the initial leasing phase, period of habitability violations, and retaliatory eviction filings.

55. **Common-Law Fraud and Fraudulent Inducement:**

- a. Defendants made specific false representations of material fact, including that:

(i) Unit 905 was “fully renovated,” “move-in ready,” and “safe for occupancy”;
(ii) All major systems—including HVAC, heat, and appliances—were new and fully operational; and
(iii) Plaintiff and her child would be “added to the lease” once screening was complete, thereby authorizing their lawful residency.

b. At the time of these representations, Defendants knew they were false. Internal work orders, prior Board of Health violations, and tenant complaints documented defective HVAC, mold, and uncompleted renovations throughout the Lenox Farms complex.

c. Defendants concealed material facts they had a duty to disclose, including that the lower-level bedroom lacked required heat and ventilation under 105 CMR 410.200 and 410.351 and that similar “renovated” units were already subject to Board of Health complaints.

d. Defendants made and repeated these statements through their agent Erika Merritt in email and verbal communications during August–October 2024 with the intent to induce Plaintiff to occupy the premises and forego alternative housing.

e. Plaintiff reasonably relied on Defendants’ representations and omissions in good faith, moved into the unit, and paid utilities and costs based on the belief the premises were safe and lawfully approved.

f. Defendants’ conduct constitutes actionable fraud and fraudulent inducement under Massachusetts law.

56. Unfair and Deceptive Acts and Practices (G.L. c. 93A §§ 2, 9; 940 CMR 3.17):

a. Defendants were engaged in trade or commerce within the meaning of G.L. c.

93A § 1(b) by owning, leasing, and managing residential rental property for profit.

b. Each of the following acts constitutes a separate and independent violation of G.L. c. 93A § 2 and 940 CMR 3.17:

(i) Advertising and leasing Unit 905 as “fully renovated” and habitable when Defendants knew it violated the State Sanitary Code;

(ii) Failing to correct known violations while continuing to collect rent and threaten eviction;

(iii) Issuing a No-Trespass Order and threatening arrest to force vacancy without judicial process;

(iv) Locking Plaintiff and her child out of their home on November 30, 2024, constituting unlawful self-help eviction under G.L. c. 186 § 14;

(v) Submitting a false affidavit to the Housing Court claiming Plaintiff was “unauthorized,” despite written emails acknowledging her and her child as residents; and

(vi) Continuing to contact Plaintiff thereafter as the responsible occupant for repairs and inspections, admitting her lawful possession while maintaining false statements to the Court.

c. Such conduct is unfair, deceptive, and willful under G.L. c. 93A § 9(3).

Defendants acted in bad faith, knowingly disregarded tenant-protection statutes, and sought to intimidate a lawful occupant exercising her rights.

57. Notice and Continuing Violation:

Plaintiff sent and/or attempted to send written notice of these violations to Defendants and their agents following the November 2024 No-Trespass Order.

Defendants ignored that notice and continued their pattern of retaliation and misrepresentation, demonstrating willfulness and a continuing violation within the meaning of § 9(3).

58. Damages:

As a direct and foreseeable result of Defendants' fraudulent and deceptive acts, Plaintiff has suffered:

- a. Economic losses, including increased utility and repair expenses;
- b. Loss of habitability and use of her home;
- c. Emotional distress and disruption of her child's education and health; and
- d. Reputational and community harm from false and public statements of "unauthorized occupancy."

59. Willfulness and Bad Faith:

Defendants' actions were willful, malicious, and knowing. They were undertaken by sophisticated corporate landlords represented by counsel, in reckless disregard of Massachusetts law. Under G.L. c. 93A § 9(3), Plaintiff is entitled to double or treble damages and reasonable attorney's fees.

60. Chapter 93A Demand Compliance:

Plaintiff served (and, as to any newly added corporate respondents, is contemporaneously serving) written demands for relief pursuant to G.L. c. 93A, § 9(3), reasonably describing the unfair and deceptive acts and the injury suffered. Plaintiff will file a Notice of Compliance and, if necessary, amend to reflect any responses after the 30-day safe-harbor period. Plaintiff does not seek pre-demand multiple damages for any respondent served fewer than 30 days prior to filing.

WHEREFORE, Plaintiff respectfully requests judgment on Count IV against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt, jointly and severally, awarding:

- A. Compensatory damages for all financial, emotional, and consequential losses proven at trial;
- B. Multiple damages (two or three times actual damages) under G.L. c. 93A § 9(3);
- C. Punitive damages for willful and knowing fraud and concealment;
- D. Reasonable attorney's fees and costs under G.L. c. 93A § 9(4);
- E. Preliminary and permanent injunctive relief prohibiting further misrepresentation, retaliation, or self-help eviction; and
- F. Such further legal and equitable relief as this Court deems just and proper.

COUNT V — DEFAMATION (PER SE) AND ABUSE OF PROCESS
(Common-Law Claims — G.L. c. 231 § 1)
(Against all defendants)

61. Plaintiff repeats and realleges Paragraphs 1–60 as if fully set forth herein.

A. Defamation (Per Se)

Who / How / When

Who: Defendant Erika Merritt, acting within the scope of her employment and agency for Lenox Farms, UDR, and UDR NYL.

How: By authoring, filing, and repeating false statements in sworn affidavits and open court proceedings; and by communicating those statements to third parties including police and municipal officials.

When: Between December 2024 and Spring 2025, during the Housing Court summary-process case and related administrative contacts.

62. Merritt prepared, signed, and caused to be filed a sworn affidavit and pleadings asserting that Plaintiff Sandra Frommer was “unauthorized,” had “illegally occupied the unit,” and had “committed fraud” in connection with the tenancy and municipal reports.

63. In open court, Defendants and their agents repeated and amplified those accusations, openly stating or implying that Plaintiff had lied to obtain housing and was engaging in fraudulent conduct. They portrayed her as a trespasser and unlawful occupant and spoke in a demeaning manner intended to discredit her before the court and public.

64. Defendants made these statements while fully aware that Plaintiff had provided her full identification, background information, criminal-record check (which was clean), prior housing records, and documentation for her minor child—including name and date of birth—directly to management. They also issued a No-Trespass Order in her name and therefore knew her identity and lawful residence beyond any doubt.

65. The statements were false when made, and Defendants knew they were false or acted with reckless disregard for their truth. Internal emails and correspondence show that management had previously acknowledged Plaintiff and her minor child as lawful occupants and had requested their information “to add to the lease.”

66. These accusations were published to the Braintree Police Department, the Board of Health, maintenance personnel, and members of the Lenox Farms community, causing irreversible damage to Plaintiff’s reputation and standing.

67. The statements accused Plaintiff of crimes (trespass, fraud, misrepresentation) and of dishonest behavior, constituting defamation per se under Massachusetts law.

68. The conditional litigation privilege recognized in *Sriberg v. Raymond*, 370 Mass. 105 (1976), does not apply because the statements were (1) made with actual malice and reckless disregard for truth and (2) published to non-judicial third parties.

69. As a direct and proximate result, Plaintiff suffered loss of reputation, humiliation, and emotional distress. The false accusations also hindered her ability to intervene in Housing Court proceedings and fostered public mistrust of her credibility.

B. Abuse of Process

Who / How / When

Who: The same Defendants, acting through their agents and counsel.

How: By misusing the Housing Court process to retaliate and to justify a prior illegal lockout.

When: From December 2024 through Spring 2025.

70. Defendants initiated and maintained a summary-process eviction that explicitly referenced Plaintiff's presence as the basis for relief while deliberately omitting her as a named party and refusing service, thereby misusing judicial process to create a false record and intimidate her for having reported health and safety violations.

71. The purpose of this filing was not to lawfully recover possession but to corroborate false claims of trespass and fraud and to shield Defendants from liability for self-help eviction.

72. Such conduct constitutes an intentional and ulterior use of legal process for an improper purpose, in violation of Massachusetts public policy and the protections of G.L. c. 186 § 18.

73. As a result, Plaintiff incurred legal expenses, suffered severe emotional

distress, and endured continuing reputational injury. Defendants acted with actual malice and reckless disregard for Plaintiff's rights.

WHEREFORE, Plaintiff respectfully requests judgment on Count V against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt, jointly and severally, awarding:

- A. Compensatory damages for reputational, emotional, and economic harm;
- B. Punitive damages for malicious and willful defamation and abuse of process;
- C. An order requiring retraction and correction of false statements and records filed in Housing Court and with municipal agencies;
- D. Costs, interest, and reasonable attorney's fees as the Court deems just; and
- E. Such further legal and equitable relief as the Court finds proper.

COUNT VI – INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS AND CIVIL RIGHTS VIOLATIONS
(G.L. c. 12 §§ 11H–11I and Common Law)
(Against all defendants)

74. Plaintiff repeats and realleges Paragraphs 1–73 as if fully set forth herein.

A. Intentional Inflection of Emotional Distress

Who / How / When

Who: Defendant Erika Merritt, acting within the scope of her employment and under the direction of Lenox Farms Limited Partnership, UDR, Inc., and UDR NYL Deals GP LLC.

How: By issuing and enforcing a police-backed no-trespass order, orchestrating an unlawful lockout, and maintaining a climate of intimidation that confined Plaintiff and her minor child to their home for months.

When: Between November 2024 and Spring 2025, with continuing emotional and physical impact thereafter.

75. On November 20, 2024, Merritt, acting for the corporate Defendants, issued a **No-Trespass Order** threatening arrest if Plaintiff re-entered or appeared anywhere on the Lenox Farms property.

76. Plaintiff could not enjoy full amenities of the property and was effectively trapped inside her home for fear of being arrested in front of her child.

77. For extended periods—often exceeding a month at a time—Plaintiff was unable to leave her home safely. On rare occasions she drove briefly from the garage to complete urgent errands, returning immediately for fear of being locked out or detained.

78. Plaintiff avoided even stepping onto her balcony or the courtyard because Defendants' threats of police enforcement made her believe any appearance outdoors could trigger confrontation or arrest.

79. As a result, Plaintiff lost access to sunlight, outdoor movement, and social contact for months. She developed depression, anxiety, chronic fatigue, insomnia, weight gain, and muscle loss due to this involuntary isolation.

80. Defendants knew that Plaintiff's minor son was homeschooled and that his education depended on stability within the home. Their coercive acts therefore disrupted both Plaintiff's physical and emotional health and her child's educational continuity.

81. The prolonged confinement, fear, and deprivation of normal human activity constituted extreme and outrageous conduct, exceeding all bounds of decency and foreseeably causing severe emotional distress.

82. As a direct and foreseeable result, Plaintiff suffered depression, anxiety,

$$f_{\text{eff}} = \frac{1}{2} \left(\frac{1}{\sqrt{1 - \frac{v^2}{c^2}}} + \frac{1}{\sqrt{1 - \frac{v^2}{c^2}}} \right) = \frac{1}{\sqrt{1 - \frac{v^2}{c^2}}} \quad (1)$$

Figure 1. The effect of the concentration of the Fe^{2+} solution on the adsorption of Fe^{2+} by the Fe^{2+} -loaded adsorbent. The concentration of the Fe^{2+} solution was 0.01, 0.02, 0.05, 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500, 1000, and 2000 mg/L. The adsorption was carried out at 25 °C for 24 h. The adsorbent was 0.1 g. The adsorption solution was 10 mL. The adsorption solution was stirred at 150 rpm. The adsorption solution was filtered by a 0.45 μm filter. The adsorption solution was analyzed by ICP-AES.

$$d(\Omega) = \frac{1}{\sqrt{\pi}} \left(\int_{\Omega} |\nabla u|^2 dx \right)^{1/2}, \quad d(\emptyset) = 0, \quad d(\Omega_1 \cup \Omega_2) = d(\Omega_1) + d(\Omega_2),$$

Figure 1. The effect of the concentration of the *Agrobacterium* strain on the transformation efficiency of *Agrobacterium* strain.

10. The following table shows the number of people who have been convicted of a crime in the United States, by race and sex, from 1990 to 2000. The data is presented in millions of people.

sleeplessness, and physical manifestations of stress.

B. Civil Rights Violations (G.L. c. 12 §§ 11H–11I)

Who / How / When

Who: All Defendants, acting jointly through Merritt and UDR's Boston management office.

How: By using threats, intimidation, and coercion—including the police-backed no-trespass order and lockout—to deprive Plaintiff of her liberty and property without due process.

When: From November 2024 through Spring 2025, continuing to the present.

83. Through the No-Trespass Order, lockout, and ongoing police threat, Defendants intentionally interfered with Plaintiff's rights secured by Articles 10 and 11 of the Massachusetts Declaration of Rights, including the right to be free from unlawful seizure and to occupy property without coercion.

84. Such conduct constitutes "threats, intimidation, or coercion" within the meaning of *Bally v. Northeastern Univ.*, 403 Mass. 713 (1989), because Defendants used the threat of arrest and continued surveillance to force Plaintiff to remain confined indoors.

85. Defendants' actions were not lawful exercises of landlord rights but malicious attempts to punish and intimidate a lawful occupant who had reported sanitary-code violations.

86. As a result, Plaintiff was deprived of freedom of movement, peace of mind, and personal security, suffering ongoing psychological and physical injury in violation of the Massachusetts Civil Rights Act.

87. This Count is pled in addition to, and not as a duplication of, Plaintiff's statutory

quiet-enjoyment and retaliation claims; the MCRA claim rests on Defendants' use of threats, intimidation, and coercion to interfere with state-law secured rights in property and due process under the Massachusetts Declaration of Rights.

WHEREFORE, Plaintiff respectfully requests judgment on Count VI against Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC, and Erika Merritt, jointly and severally, awarding:

- A. Compensatory damages for emotional distress, mental anguish, and physical manifestations of stress;
- B. Statutory damages and civil penalties under G.L. c. 12 §§ 11H–11I;
- C. Punitive damages for willful and malicious conduct;
- D. Preliminary and permanent injunctive relief prohibiting any further threats, intimidation, or coercion restricting Plaintiff's movement or use of the premises; and
- E. Costs, interest, and reasonable attorney's fees as authorized by statute.

**COUNT VII – FRAUD, FRAUDULENT INDUCEMENT, AND DOCUMENT
MANIPULATION (Common Law Fraud)
(Against all defendants)**

88. Plaintiff repeats and realleges Paragraphs 1–87 as if fully set forth herein.

89. This count arises from a deliberate course of deceit by Defendants designed to induce Plaintiff Sandra Frommer and her minor child to occupy Unit 905 at 550 Liberty Street, Braintree, under false pretenses, and to later conceal that authorization in order to facilitate an unlawful eviction and avoid statutory liability.

A. Who / How / When

90. **Who:** Erika Merritt (Community Director), Mikey Morris (leasing agent), and Ryan Conefrey (regional manager) acted as agents of Lenox Farms Limited

the first two cases, the $\mathbb{Z}_2$ -action on $\mathbb{R}^n$ is given by $(x, y) \mapsto (-x, y)$ and $(x, y) \mapsto (x, -y)$ respectively. In the third case, the $\mathbb{Z}_2$ -action on $\mathbb{R}^n$ is given by $(x, y) \mapsto (-x, -y)$. In all three cases, the $\mathbb{Z}_2$ -action on $\mathbb{R}^n$ is free. The quotient space $\mathbb{R}^n/\mathbb{Z}_2$ is homeomorphic to $\mathbb{R}^n$ in the first two cases, and to $\mathbb{R}^n/\mathbb{Z}_2$ in the third case. The quotient map $\pi: \mathbb{R}^n \rightarrow \mathbb{R}^n/\mathbb{Z}_2$ is a covering map in the first two cases, and a quotient map in the third case.

$$\pi(x, y) = (x, y) \text{ if } (x, y) \in \mathbb{R}^n \setminus \{(-x, -y)\}$$

and $\pi(x, y) = (-x, -y)$ if $(x, y) \in \{(-x, -y)\}$. The quotient map π is a covering map in the first two cases, and a quotient map in the third case.

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Partnership, UDR, Inc., and UDR NYL Deals GP LLC. Each participated in oral and written misrepresentations regarding Plaintiff's lease status and the habitability of the unit.

91. **How:** Merritt, Morris and Conefrey made repeated statements and sent multiple written communications between August and November 2024 assuring Plaintiff that she and her minor child would be "added to the lease" and that the unit was "fully renovated," "safe," and "ready for move-in." They also sent electronic links for Plaintiff to complete her addition to the lease and accepted payment in reliance on those representations.

92. **When:**

a. In **August 2024**, Mikey Morris personally accepted a check from Plaintiff for move-in and stated that if she added herself before occupancy she would avoid a \$300 fee later charged for lease additions.

b. Between **September and October 2024**, Merritt emailed Plaintiff twice requesting her and her child's full information to "add you both to the lease," and confirmed authorization verbally during on-site meetings.

c. In **October 2024**, after defects and delays persisted, Merritt and Conefrey assured Plaintiff by email and phone that repairs would be completed and that she should remain in the unit.

d. On or about **November 10, 2024**, Conefrey called Plaintiff, stating "pay the November month—we'll fix everything and get you added." Within days, Defendants blocked Plaintiff's access to the resident portal used for payments.

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 34. *Journal of the American Statistical Association*, 2024, 119, 1001-1013.
 35. *Journal of the American Statistical Association*, 2025, 120, 1001-1013.

11. 2000 年 10 月 1 日起, 凡在我国境内销售的所有乘用车, 其排放的尾气都必须符合欧 II 标准。

[illegible][illegible]

As a result, we have the following theorem.

1. *How do you think the current system of health care delivery in the United States is performing?*
 a. *Very good* b. *Good* c. *Fair* d. *Poor* e. *Very poor*

e. On **December 2024**, after Plaintiff filed a Board of Health complaint, Merritt signed and filed a sworn affidavit in the Norfolk Housing Court falsely asserting that Plaintiff was an “unauthorized occupant” and had never been approved or invited to reside at the premises.

B. False Representations and Concealment

93. Each of the statements above was materially false when made. Defendants knew the unit was unfinished, that heating and ventilation were defective, and that Plaintiff’s authorization to occupy had been recognized internally.

94. Defendants also concealed material facts, including that the lower-level bedroom did not meet code, that other “fully renovated” townhomes were under complaint for identical conditions, and that they had no intent to finalize Plaintiff’s lease after she raised health and safety concerns.

95. Defendants manipulated official records and court filings by omitting Plaintiff’s name from internal lease databases and by filing a sworn affidavit that contradicted their own written communications and acceptance of her payment and utilities setup.

96. The use of that affidavit and selective record editing constituted document manipulation and a deliberate fraud upon the Housing Court and upon Plaintiff.

C. Reliance and Damages

97. **Plaintiff reasonably relied on Defendants’ misrepresentations by:**

- a. Moving into the premises and maintaining it at her own expense;
- b. Paying utilities and supplying her account numbers at management’s request;
- c. Foregoing alternative housing based on promises of lease inclusion; and

d. Continuing to cooperate with management believing repairs and lease finalization were forthcoming.

98. As a direct and foreseeable result of that reliance, Plaintiff suffered:

- a. Economic loss (utility and repair costs exceeding \$3,000);
- b. Emotional distress and reputational harm from being labeled a “fraud” and “trespasser” in public court filings;
- c. Disruption of her child’s education and health due to unsafe housing and eviction pressure; and
- d. Legal expense and loss of access following Defendants’ portal block and false filings.

D. Intent and Legal Standard

99. Defendants acted willfully and knowingly, intending Plaintiff to rely on their false assurances and documentation. Their conduct satisfies all elements of fraudulent inducement and deceit under *Sarkisian v. Concept Restaurants, Inc.*, 471 Mass. 679 (2015), *Masingill v. EMC Corp.*, 449 Mass. 532 (2007), and *McEvoy Travel Bureau v. Norton Co.*, 408 Mass. 704 (1990).

100. The submission of Merritt’s false sworn affidavit constitutes further evidence of intent to defraud and to obstruct judicial review, warranting punitive damages.

WHEREFORE, Plaintiff respectfully requests judgment on Count VII against Defendants Lenox Farms Limited Partnership, UDR, Inc., UDR NYL Deals GP LLC., and Erika Merritt, jointly and severally, awarding:

- A. Compensatory damages for all economic, reputational, and emotional harm;
- B. Punitive damages for willful and knowing fraud and document manipulation;

1. The first part of the report, which is the most important, is the introduction. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The introduction should be written in a way that is easy to read, and it should be written in a way that is easy to read.

2. The second part of the report is the body. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The body should be written in a way that is easy to read, and it should be written in a way that is easy to read.

3. The third part of the report is the conclusion. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The conclusion should be written in a way that is easy to read, and it should be written in a way that is easy to read.

4. The fourth part of the report is the bibliography. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The bibliography should be written in a way that is easy to read, and it should be written in a way that is easy to read.

5. The fifth part of the report is the appendix. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The appendix should be written in a way that is easy to read, and it should be written in a way that is easy to read.

6. The sixth part of the report is the index. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The index should be written in a way that is easy to read, and it should be written in a way that is easy to read.

7. The seventh part of the report is the table of contents. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The table of contents should be written in a way that is easy to read, and it should be written in a way that is easy to read.

8. The eighth part of the report is the list of figures. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The list of figures should be written in a way that is easy to read, and it should be written in a way that is easy to read.

9. The ninth part of the report is the list of tables. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The list of tables should be written in a way that is easy to read, and it should be written in a way that is easy to read.

10. The tenth part of the report is the list of references. It should be written in a clear and concise manner, and it should be written in a way that is easy to read. The list of references should be written in a way that is easy to read, and it should be written in a way that is easy to read.

- C. Pre- and post-judgment interest, costs, and reasonable attorney's fees;
- D. Preliminary and permanent injunctive relief prohibiting further false or misleading statements regarding Plaintiff's tenancy or housing status; and
- E. Such other and further legal and equitable relief as the Court deems just and proper.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in her favor and against all Defendants, jointly and severally, and grant the following relief:

1. Compensatory damages for all financial, emotional, and consequential harm proven at trial;
2. Statutory damages under G.L. c. 186 §§ 14 and 18, and multiple damages under G.L. c. 93A § 9(3);
3. Punitive damages for willful, wanton, and malicious conduct;
4. Pre- and post-judgment interest as allowed by law;
5. Reasonable attorney's fees and costs pursuant to statute;
6. Declaratory and injunctive relief prohibiting further retaliation, lockout, or interference with Plaintiff's lawful occupancy;
7. An order compelling Defendants to correct all sanitary and building code violations and restore full habitability; and
8. Such other and further legal and equitable relief as this Court deems just and proper.

VII. DEMAND FOR TRIAL BY JURY

Pursuant to Article 15 of the Massachusetts Declaration of Rights and Mass. R. Civ.

P. 38, Plaintiff hereby demands a trial by jury of twelve on all issues so triable.

Respectfully submitted,

SANDRA FROMMER, Pro Se Plaintiff

550 Liberty Street, Unit 905

Braintree, Massachusetts 02184

sandrafrommer@gmail.com

(617) 806-6566

November 06, 2025

/s/ Sandra Frommer
Sandra's Frommer

2025 NOV 24 P 2:40
METRO SOUTH
HOUSING COURT

Scolnick Laverty & Gouveia LLP

November 20, 2024

Sandra Frommer
950 Liberty St, #905
Braintree, MA 02184

SERVED BY CONSTABLE

RE: NO-TRESPASS ORDER

Dear Sandra Frommer:

This is to advise you that you are no longer welcome in or on certain property of Lenox Farms Limited Partnership d/b/a Lenox Farms, and that if you should enter in or upon the property you will be in violation of Massachusetts General Laws Chapter 266, Section 120, trespassing after being forbidden to do so, and be subject to arrest and prosecution.

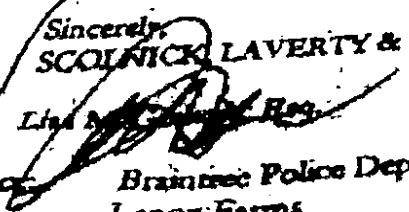
Specifically, you are forbidden in the property, commonly known as Lenox Farms, located at 550 Liberty St. Braintree, MA 02184, and its common areas and grounds.

The Braintree Police Department is being forwarded a copy of this notification, and if you are found on the property delineated above, you will be arrested.

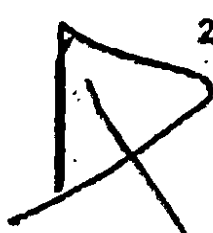
Please be advised that violation of Massachusetts General Laws Chapter 266, Section 120, is punishable by a fine of not more than One Hundred and 00/100 (\$100.00) Dollars or by imprisonment of not more than thirty (30) days or both. A person who is found committing such trespass may be arrested by a Sheriff, Constable or Police Officer and kept in a convenient place, for not more than twenty-four (24) hours, Sunday excepted, until a complaint can be made against him for the offense.

If you violate this trespass notice, Lenox Farms Limited Partnership d/b/a Lenox Farms, will additionally seek a restraining order from Housing Court, District Court or Superior Court under Massachusetts General Laws, Chapter 121B, Section 32(c) which if violated carries a penalty of up to Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars, and/or imprisonment for up to two (2) years.

Sincerely,
SCOLNICK LAVERTY & GOUVEIA, LLP


Lisa M. Gouveia, Esq.

Braintree Police Department:
Lenox Farms



25 Braintree Hill Office Park, Suite 205
Braintree, MA 02184
(781) 843-7700



OPEN

COMPLETED

CANCELED

ALL



Created on 11-08-2024

Completed on 11-11-2024

COMPLETED

Repair

Other-Please see comments

Category

Doors and Locks

Service item

Garage Door

Additional details

clear garage remote access

Attachments

N/A

Pet information

N/A

Entry notes.

N/A

Created on 10/21/2004

NEW REQUEST

From mkassem0115@gmail.com <mkassem0115@gmail.com>

Date Filed: 10/12/2025 8:23 AM
Housing - Metro Dcaud
Docket Number: 24-15239-P03575

Date: Wed 11/13/2024 1:20 PM

To: mkassem0115@gmail.com <mkassem0115@gmail.com>

Cc: Lenox Farms <lenoxfarms@udr.com>

6
3

[WARNING: This message is from an EXTERNAL source]

Hello,

I hope this message finds you well.

I am reaching out to confirm that all access codes for the apartment and garage were deactivated on November 11, 2024. Additionally, I would appreciate it if you could send me the necessary paperwork confirming the early termination of the lease, with no fees associated with the early termination.

Could you also provide a statement of the outstanding balance for October, along with a prorated balance for November?

Thank you for your attention to these details.

Warm regards,

Mohamed Kassem

On Nov 12, 2024, at 9:29 AM, MKASSEM0115@gmail.com wrote:

Yes im confirming.

Best

Mkassem



Department of Municipal Licenses and Inspections

Mary E. McGrath, R.S., Director
1 J.F.K. Memorial Drive Braintree, Massachusetts 02184

Building Division Telephone: 781-794-8070 Fax: 781-794-8022
Health Division Telephone: 781-794-8090 Fax: 781-794-8098

VIA Certified Mail # 9589 0710 5270 1984 8268 81 and electronic mail

Date: December 11, 2024

ATTN: Erika Merritt
Resident Services Manager
Lenox Farms
550 Liberty Street Braintree, MA 02184

EMERGENCY ORDERS

RE: Lenox Farms Unit 905 550 Liberty Street Braintree, MA 02184

Dear Ms. Merritt,

Michael Minihane conducted a housing inspection, at the aforementioned address on December 11, 2024, at 1:30pm.

Based on said inspection, violations to 105 CMR 410.000 Minimum Standards of Fitness for Human Habitation; State Sanitary Code, Chapter II were noted, you are hereby ordered to correct violations within ONE (1) day, or contract in writing with a third party for correction of all violations and make a good faith effort to correct all violations, as follows

410.235: Owner's Installation, Maintenance and Repair Responsibilities

The owner shall ensure proper installation, in compliance with accepted standards, and shall maintain in operable condition free from leaks, obstructions or other defects, all facilities and equipment which the owner is required to provide, and all owner installed equipment:

(see photos)

- HVAC EXHAUST IS LEAKING WATER AT THE ELBOW
This has been deemed an emergency by the Plumbing & Gas Inspector.
This leak has resulted in:
rust and corrosion of the gas pipe
mold at the left interior wall of the HVAC closet
*Note extremely high moisture readings were recorded at this wall
- Adult bedroom has a large vertical crack in the wall on the right corner
- Water intrusion downstairs half bathroom ceiling
- Livingroom window water intrusion
- Lower-level bedroom exterior soffit has damage from apparent water intrusion
- Lower-level bedroom wall has a vertical crack
*Note moisture readings did not show any moisture in this area

CC Sandra Frommer Lenox Farms Unit 905 550 Liberty Street Braintree, MA 02184
Russ Forsberg Building Commissioner/Leonard Gaudette Plumbing & Gas Inspector

(continued)

CORRECTIVE ACTION SHALL INCLUDE:
EMERGENCY: ENGAGE WITH A LICENSED PLUMBER TO REPAIR THE LEAK AT THE EXHAUST ELBOW AND
REPLACE THE CORRODED GAS PIPE AT THE UNION

ENGAGE WITH A LICENSED CONTRACTOR TO FLOOD CUT THE WALL IN THE HVAC CLOSET
REMOVE ANY MATERIALS THAT HAVE BEEN IMPACTED
REMEDIATE THE MOLD
REPLACE ANY MATERIALS THAT HAVE BEEN REMOVED, PLASTER, SAND, PRIME AND PAINT

REPAIR THE CRACK IN THE ADULT BEDROOM WALL

ENGAGE WITH A LICENSED CONTRACTOR TO FLOOD CUT THE CEILING IN THE 1/2 BATHROOM
REMOVE ANY MATERIALS THAT HAVE BEEN IMPACTED
DETERMINE THE SOURCE OF THE WATER INTRUSION
**Note: It may be that this water intrusion stems from the HVAC closet issue given the location of the leak relative to the ductwork*
REPAIR THE LIVINGROOM WINDOW LEAK AND REPAIR ANY WATER DAMAGE TO THE FLOORING AND TRIM

ENGAGE WITH A LICENSED CONTRACTOR TO DETERMINE THE SOURCE OF THE WATER INTRUSION
AND REPAIR THE DAMAGE TO THE EXTERIOR SOFFIT

REPAIR THE CRACK IN THE CHILD'S BEDROOM WALL

* Licensed contractor to obtain required permits for any and all work which shall be performed by said licensed contractor.
provide the following documentation to close complaint:
* written invoice or signed contract from licensed contractor.
* copy of permit indicating necessary inspections completed and signed by town of Braintree Building Inspector.

* Licensed plumber to obtain required permits for any and all plumbing work which shall be performed by said licensed plumber.
provide the following documentation to close complaint:
* written invoice or signed contract from licensed plumber.
* copy of permit indicating necessary inspections completed and signed by town of Braintree Plumbing Inspector.

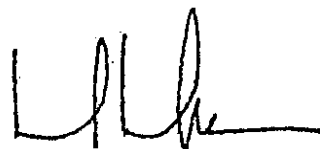
*One or more of the violations listed above is a condition, which may materially impair the health, safety, and well-being of person(s) occupying the residence.

Should you be aggrieved by this order, you have the right to a hearing before the Braintree Board of Health. A request for said hearing must be received in writing by the Town of Braintree Department of Municipal Licenses & Inspections- Health Division, within seven (7) days of this notice. At said hearing, you will be given the opportunity to be heard and to present witness and documentary evidence as to why this order should be modified or withdrawn. An attorney may represent you.

Please be advised that you have the right to inspect and obtain copies of all relevant inspection reports, orders, notices and other documentary evidence in the possession of this department, and that any adverse party has the right to be present at the hearing. Additionally, conditions exist which may permit the occupant of the dwelling to exercise one or more statutory remedies. A copy of the inspection report and Summary of Legal Remedies is attached.

CC Sandra Frommer Lenox Farms Unit 905 550 Liberty Street Braintree, MA 02184
Russ Forsberg Building Commissioner/Leonard Gaudette Plumbing & Gas Inspector

This inspection signed under the pains and penalties of perjury.



Michael Minihane
Health Code Enforcement Officer

(importante!) Traducir! Enpolar! Traducir! Quan Trogi! Dich!

IMPORTANT: THIS IS A NOTICE OF A COURT CASE TO EVICT YOU. PLEASE READ CAREFULLY.
IMPORTANTE: ESTA ES UNA NOTIFICACION DE UN CASO EN CORTE RESPECTO A PRECEDIMIENTOS DE
DESALOJO - POR FAVOR DE LEER CON CUIDADO!



MASSACHUSETTS
TRIAL COURT

SUMMARY PROCESS (EVICTION)
SUMMONS AND COMPLAINT

eSUMMONS DOCUMENT ID (For Housing Court Use Only)

MD24 - C3A0AD875A

DOCKET NO. (court use only)

COURT DEPARTMENT
HOUSING COURT

COURT DIVISION/COUNTY
METRO SOUTH DIVISION

CASE TYPE (Applicable only to case filed in Boston Municipal Court or District Court)

☐ Residential - Nonpayment of Rent
(Affidavit pursuant to G.L.c. 186, §31
required at time of filing)

☒ Residential - Cause Other Than Nonpayment of Rent

☐ Residential - No Cause (No Fault)

☐ Commercial

☐ Foreclosure

To: Defendant(s)/Tenant(s)/Occupant(s): Mohamed Kasseem, Danny Abouelkhir

Important: Any individual named must be at least 18 years old

Address: 550 Liberty Street, #905

City/Town: Braintree, MA

Zip Code: 02184

E-Mail Address:

Telephone:

THIS IS A COMPLAINT TO EVICT YOU. YOU DO NOT NEED TO LEAVE YOUR PREMISES UNTIL ORDERED TO DO SO
BY THE COURT. YOU WILL BE SERVED WITH A SEPARATE NOTICE THAT WILL INFORM YOU
WHEN AND WHERE YOU MUST APPEAR IN COURT.

You are required to appear in Court to defend against the complaint of:

Plaintiff/Landlord/Lessor/Owner: Lenox Farms Limited Partnership

Address: 550 Liberty Street

City/Town: Braintree, MA

Zip Code: 02184

E-Mail Address:

Telephone:

This complaint states that you occupy the premises at 550 Liberty Street, #905, Braintree, MA, which
brings you within the jurisdiction of this Court. The Plaintiff/Landlord/Lessor/Owner is asking the Court to evict you because
SEE ATTACHED

The Plaintiff/Landlord/Lessor/Owner claims unpaid rent or "use and occupancy" (or both) to date by the last payment
of \$ (if rent or "use and occupancy" (or both) is claimed. Plaintiff/Landlord/Lessor/Owner must complete

☒ Check Here if the Plaintiff/Landlord/Lessor/Owner also claims any rent or "use and occupancy" (or both) that has become
due and is unpaid after this complaint is filed

ACCOUNT ANNEXED (itemize)

plus any monies that become due and owing during the

pendency of this action

Lisa M. Gouveia, Esquire

Printed Name of Plaintiff/Landlord/Lessor/Owner or Attorney

Lisa M. Gouveia

Signature of Plaintiff/Landlord/Lessor/Owner or Attorney

25 Braintree Hill Off Pk. Ste. 205, Braintree, MA 02184

Address of Plaintiff/Landlord/Lessor/Owner or Attorney

lgouveia@siglegalgroup.com

E-Mail of Plaintiff/Landlord/Lessor/Owner or Attorney

781-843-7700

656954

Telephone

656954

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

Neil K. Sharning
First Justice or Chief Justice

Nella M. Lussier
Clerk Magistrate

Service By

12-16-24

Entry Date

12-23-24

Plaintiff/Landlord/Lessor/Owner MUST Provide Entry Date for Proper Service

LENOX FARMS LIMITED PARTNERSHIP

v.

MOHAMED KASSEM; DANNY ABOUELKHIER

7

You failed to vacate the premises after being duly served with a notice to terminate. Such termination shall take place on said date due to the fact that you are allegedly allowing an unauthorized individual, specifically, Sandra Frommer, to reside on the premises without having obtained the prior written permission of your landlord. These actions are in direct violation of your

8

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

HOUSING COURT DEPARTMENT
METRO-SOUTH DIVISION
SUMMARY PROCESS
DOCKET NO. 241182SP003575

LENOX FARMS LIMITED PARTNERSHIP,
Plaintiff,

v.

MOHAMED KASSEM
AND DANNY ABOUTKHIER,
Defendants.

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

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

8. I never authorized anyone but Mohamed Kassem to reside in unit 905.

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

Signed under the pains and penalties of perjury this 13th day of JUNE 2025

Erika Merritt
Erika Merritt, Community Manager

< Sent Repairs needed and m... ^ v

EDT

To: Lenox Farms <lenoxfarms@udr.com>

Subject: Re: Repairs needed and move in

(9)

Good morning,

I hope this email finds you well.

I wanted to follow up regarding the finishes of the apartment.

Could you please provide an update on whether all issues have been resolved?

Additionally, I would appreciate it if you could share a timeline for when we can pick up the keys and begin moving in.

Thank you for your attention to this matter. I look forward to hearing from you soon.

Sent from my iPhone

On Sep 11, 2024, at 3:22 PM, sandra frommer <sandrafrommer@gmail.com> wrote:

Thank you so much!



Lenox Farms

To: **sandra.frommer** >

10/22/24

Re: Repairs needed and move in

10

Hello Sandra,

This email is the best email to contact the property for anything you may need moving forward.

We are still missing Mohamed's signature on the concession addendum. We cannot post the \$1500 concession until it is signed. As mentioned, we are also willing to credit the \$750 from the first security deposit. These are the only credits/concessions being offered.

Once you are living in the unit, you will need to be listed on the lease and sign a roommate addendum which will add you to the lease. Anyone over the age of 18 residing in the unit for more than 7 days will need to be screened and added to the lease as this is the requirement for all residents.

Please let us know if there are additional questions or concerns.

Thank you,

Lenox Farms Luxury Apartments & Town Homes

Professionally Owned & Operated by UDR, Inc

550 Liberty Street

Braintree, Massachusetts 02184

T 781.843.8443 F 781.843.8442

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

Repairs needed and m...

easier to address matters in person, I'm happy to do that as well to prevent any future problems.

5.

Guest Policy and Lease Additions: Regarding adding my name to the lease, I want to confirm that I haven't spent seven nights sleeping in the unit. I understand that once I officially move in, if I move in officially, I will add my name to the lease, as stated in the lease, which specifies that no one can spend more than seven days in the property. I would like to resolve the outstanding issues before moving to the next step anyway. Additionally, if we have guests who stay for longer than seven days—such as two weeks—what is the process? Do we need to inform the office, and what are the specific requirements?

I have met the maintenance team this past week and they are all extremely nice and helpful. Having access to the UDR app for maintenance make it very easy.

I'm hoping we can resolve this in a way that works for everyone. If there's someone else, such as a regional manager, who might be able to assist further, I would be happy to speak with them as well.

Thank you for your help, and I appreciate all you've done to support us. I'm confident we can find a solution.

Sandra Frommer

Sent from my iPhone

On Sep 24, 2024, at 4:59 PM, Lenox Farms
<lenoxfarms@udr.com> wrote:

Hello Sandra,

11



Erika Merritt

To: sandra.frommer >

10/31/24



Re: Minor / regional manager

Hello Sandra,

12

If you are smelling gas, we recommend calling National Grid as they would be the best resource in that situation.

The next time you smell gas, I would recommend reaching out to National Grid.

I will confirm once Kenzo is added.

Erika Merritt

Community Director

UDR | Opening Doors to the Future

Lenox Farms and Ridge at Blue Hills





Lenox Farms

To: sandra.frommer >

6:28 PM

905 Lenox Farms- Follow Up

Hello Sandra,

13

We wanted to send this along as a reminder to ensure the concession addendum is signed in order for our Business Manager to post the \$1500 concession on 10/1.

Upon further review, we are willing to offer an additional credit of \$750 for the miscommunication on the deposit from the prior unit.

This is the only additional credit we are able to offer.

As a reminder, please ensure to complete the application link we sent in a previous email as we will need you to be added to the lease agreement.

I will be out of the office until Thursday. Mykey will be able to assist with anything in my absence.

Warmest Regards,
Erika Merritt
Community Director

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Repairs needed and m...

Sent from my iPhone

On Sep 24, 2024, at 4:59PM, Lenox Farms
<lenoxfarms@udr.com> wrote:

Hello Sandra,

We offered the concession due to a customer service gesture. We did not receive a countersigned lease for 201, while we understand that there were issues during the application process, there was not a concession on 905 at any point. We offered the concession as a courtesy.

The rent that was applied for at 201 was \$4529, the rent that was applied for at 905 was \$4552, there was a difference of \$23. Over 15 month lease term, this is a \$345 credit which we have included in the \$1500 concession.

We received an email from you on 9/9 with pictures of some outstanding maintenance items demonstrating that access to the home was not denied.

There have been issues with the UDR Resident app, from our understanding you were able to log into the UDR portal and have access. Please let us know if that is not the case and we can re-escalate to our IT team.

The \$1500 concession is the only concession being offered, please ensure the leaseholder signs the concession addendum as the Business Manager cannot post the concession without signature on 10/1.

If there are any additional items maintenance related that need to be addressed, please submit a ticket through the UDR portal.

Additionally, if you are residing in the unit, please submit an application via this link as any adults over the age of 18 residing in the unit more than 7 days, need to be listed on the lease agreement.

<https://www.udr.com/lease?pid=35354>

We appreciate your cooperation!

14

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

Additionally, I want to specify that the \$1,500 was given prior to the move-in due to issues with the prior lease for unit 201

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