

3/16/2021

RECEIVED**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss.

SUPERIOR COURT
CIVIL ACTION NO.

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**COMPLAINT
JURY TRIAL DEMANDED****INTRODUCTION**

Attorney General Maura Healey brings this action under the Massachusetts Civil Rights Act, G.L. c. 12, § 11H; Massachusetts Fair Housing Act, G.L. c. 151B § 9; Massachusetts Consumer Protection Law, G.L. c. 93A, § 4; and in the public interest pursuant to G.L. c. 12, § 10, to obtain injunctive relief to protect the current tenants of 5 Lloyd Street in Lynn, Massachusetts in the peaceable exercise of their secured rights to be safe and secure in their persons and property, as well as damages arising from Defendant's years-long and continuing pattern of threats, intimidation, or coercion of the current tenants and Defendant's related failure to remedy dangerous and unsanitary conditions in the tenants' apartments.

JURISDICTION AND VENUE

1. Jurisdiction is conferred on this Court by G.L. c. 12, § 11H, G.L. c. 151B, § 9, G.L. c. 93A, § 4, and through its general equity powers set forth in G.L. c. 214, § 1.

2. Pursuant to G.L. c. 12, § 11H and G.L. c. 151B, § 9, venue properly lies in Essex County, the county in which the conduct complained of occurred.

PARTIES

3. The Plaintiff, the Commonwealth of Massachusetts (“Commonwealth”), is represented by and through its Attorney General, whose principal place of business is One Ashburton Place, Boston, Massachusetts 02108. Massachusetts General Laws c. 12, §§ 10, 11H; c. 93A, § 4; and c. 151B, § 9, authorize the Attorney General to bring a civil action of this nature in the name of the Commonwealth.

4. Defendant She Ling Wang (“Defendant”) resides at 6 Reiling Pond Road, Lincoln, Massachusetts 01773.

FACTS

5. Defendant owns the multi-unit property located at 5 Lloyd Street in Lynn, Massachusetts (“5 Lloyd Street”).¹

6. 5 Lloyd Street comprises three residential units and an adjoining ground-floor commercial unit.

7. Defendant, together with another individual, bought 5 Lloyd Street in 2002.

8. Robelio Gonzalez Castañon (“Mr. Gonzalez”) and Ana Maria De Leon (“Ms. De Leon”) moved into the second-floor unit at 5 Lloyd Street in 2017, along with Ms. De Leon’s thirteen-year-old daughter and eighteen-year-old son, and continue residing there. The family is of Guatemalan descent. Mr. Gonzalez and Ms. De Leon are fluent in Spanish and speak and understand English at a basic level. Ms. De Leon’s children are bilingual in English and Spanish.

¹ The property address is recorded in the Southern Essex Registry of Deeds as 203-207 Washington Street, Lynn, MA 01902; however, 5 Lloyd Street is the street address associated with the property’s residential units.

9. Cresencia Chilel Lopez (“Ms. Chilel”) and her eighteen-year-old son moved into the first-floor unit at 5 Lloyd Street in 2011 and continue residing there, along with her six-year-old daughter. Ms. Chilel’s ex-husband, Hermelindo Lopez Lopez, lived with the family in the first-floor unit between 2011 and 2018. Ms. Chilel, Mr. Lopez, and their children are of Guatemalan descent. Ms. Chilel is fluent in Spanish and speaks and understands English at a basic level. Her children are bilingual in English and Spanish.

10. Florinda Nolasco Lopez (“Ms. Nolasco”) lived in the third-floor unit at 5 Lloyd Street for one year around 2017 and 2018. Ms. Nolasco lived in the third-floor unit with her children, her cousin’s wife (“cousin’s wife”), and her cousin’s wife’s children. Ms. Nolasco, and all others who resided with her in the third-floor unit are of Guatemalan descent. Ms. Nolasco is fluent in Spanish and speaks and understands English at a basic level. Her children are bilingual in English and Spanish.

11. Throughout their tenancies at 5 Lloyd Street, the above-named individuals and their families, as well as other prior tenants of 5 Lloyd Street, endured dangerous and unsanitary living conditions, which Defendant repeatedly failed and refused to address. Such conditions include lack of hot water, water leaks, ceiling collapses, mold, recurring and severe vermin infestations, gas and electrical wiring issues, missing smoke and carbon monoxide detectors, non-functioning locks on the main entry door, a ground floor backdoor that does not close, and broken windows.

12. On top of the deplorable conditions and safety issues, Defendant persistently harassed, intimidated, and threatened the tenants. For example, Defendant regularly entered their apartments without notice or permission, whether the tenants were home or not, and despite the tenants’ objections. Additionally, in his interactions with them, Defendant berated and yelled at

the tenants, threatened to report them to immigration authorities on occasions when they spoke up about his unauthorized entries or poor housing conditions, and physically menaced them by, among other things, forcing one tenant to back up against a wall and then striking the wall beside her head and grabbing another tenant by her blouse's collar.

13. Defendant's years-long abuse of the tenants at 5 Lloyd Street is ongoing. As recently as January 12, 2021, Defendant showed up at the property and pounded on the door of the first- and second-floor units for minutes on end, in spite of several requests the tenants and their housing attorney made to Defendant that he communicate with the attorney about any concerns he might have related to their tenancies. On January 20, 2021, Defendant sent photos to Mr. Gonzalez of news articles about immigration authorities' arrest of Mr. Gonzalez and followed up with a text message that read, "Mr. Robelio, the game is over, please respect The Law And talk to your lawyer Ed."

A. Defendant's Conduct as to the Second-Floor Tenants: Robelio Gonzalez Castañon and Ana Maria De Leon

i. Failure to Make Repairs

14. When Mr. Gonzalez first viewed the apartment in 2017, he observed several problems with its condition. For example, an area of the ceiling in one bedroom was collapsed, there was paint peeling off the walls throughout the apartment, and the floors were dirty and in poor condition.

15. Defendant was present when Mr. Gonzalez viewed the second-floor unit and told him that the rent would be \$1,500 per month and that he would be fixing up the apartment. In need of housing, Mr. Gonzalez and Ms. De Leon agreed to rent the apartment.

16. When the family moved in, Defendant had not made necessary repairs to the apartment. Mr. Gonzalez and his family would go on to experience several unsafe and unhealthy

conditions in their apartment. For example, until approximately December 2020, there were persistent and severe mouse, cockroach, and bedbug infestations in the apartment.

17. Soon after moving in, Mr. Gonzalez asked Defendant if he would help buy and install drywall for the collapsed ceiling. Defendant agreed. Although Defendant helped Mr. Gonzalez hang the drywall, he later told Mr. Gonzalez that the rest of the repairs and upkeep in the apartment were Mr. Gonzalez's responsibility.

ii. Unauthorized Entries

18. Soon after the family moved into the second-floor apartment, Defendant started to enter without permission or notice, regardless of whether Mr. Gonzalez or Ms. De Leon were at home, and even when only the children were at home.

19. On the multiple occasions that Mr. Gonzalez or Ms. De Leon complained to Defendant about his unauthorized entries, Defendant responded angrily that the apartment did not belong to the family, he owns the property, and he can go anywhere he wants.

20. Defendant regularly came to the second-floor unit on Sundays around 8pm or 9pm. When he arrived, he would bang loudly on the door and then use his key to unlock it and enter unless the family quickly opened it.

21. On many of these Sundays, Defendant would look around the apartment, open bedroom doors and enter without asking permission to do so, and tell Mr. Gonzalez and Ms. De Leon about certain things in the apartment that he did not like or that he wanted them to change or discard.

iii. Exacting Labor from Mr. Gonzalez, and Mr. Gonzalez and Ms. De Leon's Withholding of Rent

22. In January 2020, Defendant told Mr. Gonzalez that he would be increasing the family's rent to \$1,600 per month, and that Mr. Gonzalez had to clean the property's common

areas and outside the property, including a parking area located between the entrance to the residential units and the back of the adjoining commercial unit, put out the trash for all of the tenants at 5 Lloyd Street each week, and report to Defendant on whether the third-floor unit tenants were causing any problems. Mr. Gonzalez asked Defendant why he would have to do these tasks, and Defendant responded that if he did not do so, rent would be further increased to \$1,700 per month. From then on, Mr. Gonzalez periodically cleaned common and exterior areas of the property.

23. In February or March 2020, Mr. Gonzalez and Ms. De Leon purchased a refrigerator and stove to replace the defective refrigerator and stove that came with the apartment. Before the appliances were replaced, the stove had only two functioning burners, and the refrigerator constantly leaked water.

24. In June 2020, the ceiling over Mr. Gonzalez and Ms. De Leon's bed collapsed and a heavy water leak from a burst pipe soaked their mattress. Ceiling debris was mixed into the water. Mr. Gonzalez had to call Defendant to urgently come to the property and shut off the water. Their mattress was ruined, so Mr. Gonzalez and Ms. De Leon discarded it, but did not get a replacement out of concern that the bedbug infestation in their apartment would result in a new mattress being ruined. Mr. Gonzalez and Ms. De Leon slept on blankets on their bedroom floor for about three months thereafter.

25. This water leak was the third instance of a leak directly above the bed in Mr. Gonzalez and Ms. De Leon's bedroom. Previous leaks had either damaged or ruined Mr. Gonzalez and Ms. De Leon's bed and other belongings.

26. Mr. Gonzalez and Ms. De Leon decided to withhold a portion of the following month's rent payment due to the unaddressed conditions issues and after the third water leak that ruined their bed.

27. On August 2, 2020, Defendant went to the second-floor apartment to collect rent. Mr. Gonzalez handed Defendant a check for \$1,000, \$600 less than the full monthly rent amount. Mr. Gonzalez told Defendant that he needed to pay for the ruined mattress because it was damaged by a leak in their bedroom for the third time. Defendant became angry, threw the check onto the floor, and demanded the full rent payment.

iv. Verbal Intimidation, Physical Aggression, Coercive Actions, and ICE Threats

28. During the August 2, 2020 confrontation, Ms. De Leon started to speak to Defendant, and he turned to her and told her she should not be part of the conversation. He walked towards her and said something to the effect of, "this is my house and nobody is going to tell me what to do, if you do not like it you can leave." As Defendant got closer, Ms. De Leon backed up until she was against the wall. She told Defendant that she was going to call the police. Defendant raised his right hand with a pointed finger, close to Ms. De Leon's face, which caused her to believe he was going to strike her. Defendant then hit the wall with his open palm beside Ms. De Leon's head. Ms. De Leon's daughter ran over to Ms. De Leon, crying, and held onto her. Mr. Gonzalez, alarmed, asked several times "are you going to hit her?!" Mr. Gonzalez also said he would call the police on Defendant.

29. Defendant reiterated that Mr. Gonzalez and Ms. De Leon had to pay the full rent amount. Defendant went on to say that he had "gotten rid of" previous tenants of the second- and third-floor apartments. Defendant left without taking the check for \$1,000.

30. On August 6, 2020, Defendant returned to the second-floor apartment and again demanded that Mr. Gonzalez and Ms. De Leon pay the full rent amount. Mr. Gonzalez and Ms. De Leon told Defendant that he should speak to their housing lawyer, Ed Rice (“Attorney Rice”), whom they had retained after their last encounter with Defendant, and that they would not pay the full rent amount due to the ceiling leak and damage to their bed. Defendant then threatened to call Immigration and Customs Enforcement (“ICE”) on Mr. Gonzalez and to have him and his family deported. Defendant also said that he had done this in the past to other tenants, ICE had taken them out, and he could do the same to Mr. Gonzalez and his family.

31. On August 24, 2020, Defendant served a document titled “Notice to Quit,” which was addressed to Ms. De Leon, upon Mr. Gonzalez. The document stated that Mr. Gonzalez and Ms. De Leon had fourteen days to move out of the apartment because they owed rent, or else he would proceed to bring an eviction case against them.

32. Between April 20, 2020 and October 17, 2020, the Massachusetts eviction moratorium prohibited the termination of a tenancy and service of a notice to quit based on nonessential reasons, such as nonpayment of rent. Chapter 65 of the Acts of 2020, *An act providing for a moratorium on evictions and foreclosures during the COVID-19 emergency*.

33. On August 25, 2020, Ms. De Leon submitted a complaint to Lynn ISD regarding the housing conditions in their apartment.

34. On August 29, 2020, Attorney Rice, on behalf of Mr. Gonzalez, Ms. De Leon, and other tenants of 5 Lloyd Street, sent Defendant a cease and desist letter with requests for repairs.

35. Through an initial inspection of the second-floor apartment, Lynn ISD found several conditions, which included mouse, cockroach, and bedbug infestations, nonfunctioning

smoke and carbon monoxide detectors, damaged ceilings, broken windows, holes in the apartment walls, nonfunctioning electrical outlets, missing lights in common areas, and a broken main front door that permitted frequent unlawful entry by strangers. The inspection caused enough concern that Lynn ISD decided to inspect the whole building.

36. In September 2020, Lynn ISD conducted an inspection of the entire 5 Lloyd Street property and found several sanitary code violations.

37. On September 17, 2020, Lynn ISD conducted an inspection of the hot water system, located in the basement, and found that the hot water tank was turned off due to a hole in the system, and that there was no smoke and carbon monoxide detector in the basement. That day, Lynn ISD ordered Defendant to hire a licensed contractor and repair the hot water system and restore hot water within twenty-four hours, and to install smoke and carbon monoxide detectors in the basement. On September 30, 2020, due to Defendant's failure to properly correct these emergency violations, Lynn ISD filed an application for criminal complaint against Defendant in Lynn District Court. Defendant continues to be in violation of the state sanitary code. As of February 3, 2021, Defendant has yet to obtain from the City of Lynn the proper permit for a licensed contractor to repair the hot water system, as required by the state sanitary code, indicating that either Defendant personally performed repairs or had an unlicensed contractor do so.

38. Within weeks after the complaint to Lynn ISD, Defendant went to the second-floor apartment. He confronted Mr. Gonzalez for calling "City Hall" and told Mr. Gonzalez that "I have laws too, I have ways of getting you out of here."

39. On October 5, 2020, ICE agents showed up at 5 Lloyd Street. They went to the second-floor apartment, arrested Mr. Gonzalez, and held him at an ICE field office located in Burlington, Massachusetts before releasing him the same day.

40. On October 11, 2020, Defendant visited the second-floor apartment again and asked Mr. Gonzalez for the rent payments. Mr. Gonzalez told Defendant that he could not pay him because he had not made the necessary repairs around the apartment and asked Defendant to communicate with Attorney Rice. Defendant responded that he did not care, and the family had to pay the rent.

41. Mr. Gonzalez then asked his thirteen-year-old stepdaughter to help explain to Defendant in English that they are withholding rent because of the unaddressed repairs, and that Defendant should speak to their lawyer. When she attempted to speak to Defendant in English, he yelled over her “what are you saying?” multiple times. She then started crying. Defendant then told Mr. Gonzalez that he needed to pay the rent or leave the apartment.

42. Defendant continues to threaten and intimidate Mr. Gonzalez, Ms. De Leon, and their family. On January 12, 2021, he showed up at the property and banged aggressively on their apartment door for minutes on end while yelling “hello?” The family did not answer the door, as they had previously told Defendant, several times, that he was to communicate with Attorney Rice. Mr. Gonzalez heard Defendant walk downstairs and bang aggressively on the first-floor apartment door. Minutes later, he returned to the second floor and started banging aggressively on the door, again. Eventually, Mr. Gonzalez heard Defendant twice punch the wall next to the apartment door and walk downstairs.

43. On January 20, 2021, Defendant texted a photo of the August 24, 2020 notice to quit to Mr. Gonzalez, which appeared to be modified with newer information but was still dated

August 24, 2020. The notice to quit neither contained the language nor the accompanying documents required under the Section 1 of Chapter 257 of the Acts of 2020, *An Act providing for eviction protections during the COVID-19 pandemic emergency*, and 400 CMR 6.00.

44. A few hours later, Defendant sent a photo of a website that appears to show information for tenants in English such as, for example, when a tenant can withhold rent.

45. About three hours later, Defendant sent two photos to Mr. Gonzalez by text message, each of a different WBUR news article about Mr. Gonzalez's arrest by ICE. Mr. Gonzalez's name is underlined in red in one article. Three minutes after sending these two photos, Defendant texted to Mr. Gonzalez, "Mr. Robelio, the game is over, please respect The Law And talk to your lawyer Ed."

B. Defendant's Conduct as to the First-Floor Tenants: Cresencia Chilel Lopez

46. In 2011, Ms. Chilel moved into the first-floor apartment at 5 Lloyd Street with her son and then-husband, Hermelindo Lopez Lopez ("Mr. Lopez"). Ms. Chilel continues to reside in the apartment with her eighteen-year-old son and six-year-old daughter.

47. Ms. Chilel and Mr. Lopez learned about the apartment through a relative of Mr. Lopez. When they viewed the apartment for the first time, Defendant told them that the rent would be \$1,050 per month.

i. Failure to Make Repairs

48. When Ms. Chilel and Mr. Lopez moved into the apartment, they discovered mouse and cockroach infestations. They asked Defendant to address the problems. He agreed, but never took any action. The apartment also was, and continues to be, infested with bedbugs.

49. In addition to the vermin problems, Ms. Chilel and Mr. Lopez found that appliances in the apartment were in poor condition and malfunctioning, windows were broken, and the smoke detectors were nonfunctioning.

50. Whenever Ms. Chilel has asked Defendant to make repairs or fix the vermin problems, he becomes angry, and insults and curses at Ms. Chilel. Defendant calls Ms. Chilel dirty and tells her that the repairs are not his problem.

51. In 2014, Ms. Chilel learned that she was pregnant. She filed a complaint with Lynn ISD based on the vermin infestations. As a result, Defendant had an exterminator visit the first-floor apartment, who sprayed only a couple of corners within the apartment. To this day, Ms. Chilel and her family continue to experience vermin problems.

52. In 2015, Early Intervention, a Massachusetts government program that helps families with children under the age of three, replaced Ms. Chilel's refrigerator.

53. During the summer of 2020, the ceiling in Ms. Chilel's bedroom collapsed over her bed due to a water leak. The leak ruined her mattress.

ii. Unauthorized Entry

54. Defendant frequently enters Ms. Chilel's apartment without notice or permission. As with Mr. Gonzalez and Ms. De Leon, Defendant also comes to Ms. Chilel's apartment on Sundays, often after 9pm. He knocks on the door forcefully and then uses his key to unlock the door and enter if Ms. Chilel does not open the door.

55. In one incident in 2016, Defendant kicked open the first-floor apartment door and yelled at Ms. Chilel and her ex-husband that they had no right to keep their door closed because the home belonged to Defendant.

iii. Verbal Intimidation, Physical Aggression, Coercive Actions, and ICE Threats

56. On one occasion, Defendant went to the first-floor apartment to fix non-functioning smoke detectors. While in the apartment, he accused Ms. Chilel of having broken the apartment's windows, and told her that he would not repair them, and she would need to pay to have them fixed. During this interaction, Defendant threw a part of a smoke detector towards Ms. Chilel while her five-year-old daughter stood nearby.

57. Often when Ms. Chilel makes repair requests to Defendant, he responds that if she does not like the apartment, she can leave, and that he can call ICE on her at any time. When Mr. Lopez was living at the apartment, Defendant threatened to call ICE and have him deported multiple times.

58. In late 2020, Ms. Chilel accidentally sent a text message to Defendant that she had meant to send to an acquaintance. The text message was in Spanish. Defendant responded by text, "English please! This is America."

59. On January 12, 2021, Defendant came to the first-floor apartment unannounced. He knocked loudly on the door, but Ms. Chilel did not respond because she and Attorney Rice, who was her housing attorney, had directed Defendant to directly communicate with the Attorney Rice concerning any housing-related issues. Ms. Chilel's daughter hid under the kitchen table out of fear of Defendant. Ms. Chilel heard Defendant walk upstairs to the second-floor apartment and heard a series of loud knocks upstairs. Approximately fifteen to twenty minutes elapsed between the time that Defendant first knocked on Ms. Chilel's door until she heard him leave the home.

60. In mid-January 2021, Defendant texted a photo to Ms. Chilel of a fourteen-day notice to quit dated January 20, 2021. The document states that Ms. Chilel has fourteen days to

give up possession of the first-floor apartment due to her nonpayment of rent. The notice to quit neither contained the language nor the accompanying documents required under the Section 1 of Chapter 257 of the Acts of 2020, *An Act providing for eviction protections during the COVID-19 pandemic emergency*, and 400 CMR 6.00.

C. Defendant's Conduct as to a Former Third-Floor Tenant: Florinda Nolasco Lopez

61. Florinda Nolasco Lopez resided in the third-floor apartment at 5 Lloyd Street for about one year around 2017 and 2018, together with her children, her cousin's wife, and her cousin's wife's children. Ms. Nolasco's then-husband, Miguel Gomez, also lived in the apartment for part of this time.

i. Failure to Make Repairs

62. When Ms. Nolasco moved into the third-floor apartment, it was in poor condition. The walls were damaged and there was water leaking from the ceiling. Ms. Nolasco also discovered that the apartment had bedbug and cockroach infestations. When she first reported these issues to Defendant, he said that he would clean, paint, and do whatever needed to be done. But Defendant did not do anything to address the conditions problems, and whenever Ms. Nolasco brought up to Defendant that the apartment needed repairs, he screamed at her, which scared her.

63. At one time, Ms. Nolasco withheld her rent payment and asked Defendant to fix the issues in the apartment. At that time, the ceiling was leaking and there continued to be bedbug and cockroach infestations. During this conversation with Defendant, Ms. Nolasco told him that she would complain to City Hall if he did not do anything. In response, Defendant started yelling and screaming at her.

ii. Unauthorized Entry

64. Defendant frequently entered the third-floor apartment without notice or permission, by using his key to unlock the door.

65. There were occasions when Ms. Nolasco arrived at home and found Defendant inside the apartment. On one occasion, Defendant entered the apartment after Ms. Nolasco had just finished showering. She was in her bedroom without clothes on, and Defendant opened her bedroom door. She immediately covered herself with a towel, pushed the door closed, and asked Defendant to leave. Ms. Nolasco heard Defendant talking loudly to himself as he exited.

66. When Defendant entered the apartment, he often would walk around and look over everything, enter bedrooms, and criticize Ms. Nolasco and her cousin's wife, and how they were living.

iii. Verbal Intimidation, Physical Aggression, Coercive Actions, and ICE Threats

67. After Mr. Gomez moved out of the apartment, Defendant tried to pressure Ms. Nolasco into leaving as well. Defendant told Ms. Nolasco that he did not want to see her in the apartment any longer and, that if she did not leave, he would move her things out himself.

68. Defendant regularly behaved aggressively towards Ms. Nolasco and her cousin's wife. For example, in one instance, Defendant entered the third-floor apartment while Ms. Nolasco's cousin's wife, two children, and Ms. Nolasco were sitting in the kitchen, and he grabbed Ms. Nolasco by her blouse's collar and started shaking her. Ms. Nolasco believes that during this incident Defendant may have said something about the rent, but she does not remember because she was extremely scared.

69. Ms. Nolasco never called the police on Defendant because he often threatened to report her to ICE and have her deported to Guatemala, which instilled fear in Ms. Nolasco.

D. Ongoing Harm to Tenants of 5 Lloyd Street

70. Defendant's actions and treatment of Mr. Gonzalez, Ms. De Leon, and their family; Ms. Chilel and her family; and Ms. Nolasco and her family, has infringed on their privacy, comfort, and safety in their homes.

71. Defendant has failed and continues to fail to maintain his property at 5 Lloyd Street in livable conditions. This has caused them physical and psychological harm as well as harm to their personal property.

72. Defendant's threats have harmed the 5 Lloyd Street tenants' safety and security. Tenants of 5 Lloyd Street do not have privacy or refuge in their homes due to Defendant's intrusive actions. They fear his invasion, verbal abuse, and physical aggression. Further, Defendant has coerced tenants of 5 Lloyd Street into submission through intimidation and threats. This prevents them from seeking recourse to the unjustified and deplorable treatment that they suffer from Defendant and remedy to the dangerous and unsanitary conditions they live in.

STATEMENT OF CLAIMS

COUNT I

(Violation of the Massachusetts Civil Rights Act, G.L. c. 12, § 11H)

73. The Commonwealth re-alleges the preceding paragraphs as if they were set forth fully herein.

74. Defendant interfered or attempted to interfere with the 5 Lloyd Street tenants' exercise or enjoyment of rights (i) secured by the constitution or laws of the United States; and (ii) secured by the constitution or laws of the commonwealth. These rights are secured by the Federal Fair Housing Act, 42 U.S.C. 3601; M.G.L. c. 186, § 14; G.L. c. 151B, § 4; and Article I of the Massachusetts Declaration of Rights.

75. Defendant interfered, or attempted to interfere, with these rights through the use of threats, intimidation, and coercion.

76. Defendant caused significant harm to the 5 Lloyd Street tenants.

77. Defendant's actions therefore violated the Massachusetts Civil Rights Act, G.L. c. 12, § 11H.

COUNT II
(Violation of G.L. c. 151B, § 4(6)(b))

78. The Commonwealth re-alleges the preceding paragraphs as if they were set forth fully herein.

79. Defendant is the owner of covered housing accommodations.

80. Defendant discriminated against the 5 Lloyd Street tenants because of their national origin (i) in the terms, conditions, or privileges of such accommodation, or (ii) in the furnishing of facilities and services in the connection thereof.

81. Defendant caused significant harm to the 5 Lloyd Street tenants.

82. Defendant's actions therefore violated G.L. c. 151B, § 4(6)(b).

COUNT III
(Violation of G.L. c. 93A, § 2)

83. The Commonwealth re-alleges the preceding paragraphs as if they were set forth fully herein.

84. Defendant engaged in unfair methods of competition and unfair or deceptive acts or practices including, but not limited to: violating the warranty of habitability and state Sanitary Code; retaliating against tenants for seeking redress of the violations and refusing to make repairs after notice; serving tenants notices to quit for nonpayment of rent in violation of the Massachusetts eviction moratorium; violating tenants' rights to quiet enjoyment; threatening,

coercing, and intimidating tenants to prevent them from accessing their rights as tenants; and attempting to evict tenants in unlawful ways.

85. Defendant caused significant harm to the 5 Lloyd Street tenants.

86. Defendant's actions therefore violated G.L. c. 151B, § 4.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth of Massachusetts requests that this Court:

1. Issue a short order of notice on the Commonwealth's Request for a Preliminary Injunction and set this matter for hearing in the Essex County Superior Court.
2. Issue a preliminary injunction prohibiting Defendant She Ling Wang, and all others acting in concert with him or at his direction or encouragement, from directly or indirectly:
 - a. Assaulting, threatening, intimidating, or coercing, or attempting to assault, threaten, intimidate or coerce Mr. Gonzalez, Ms. De Leon, Ms. Chilel, or Ms. Nolasco, and their respective families;
 - b. Assaulting, threatening, intimidating, or coercing, or attempting to assault, threaten, intimidate or coerce any other of Defendant's current, former, or future tenants;
 - c. Causing or attempting to cause damage to the personal property of Mr. Gonzalez, Ms. De Leon, Ms. Chilel, or Mr. Lopez, and their respective families;
 - d. Causing or attempting to cause damage to the personal property of any other of Defendant's current, former, or future tenants;

- e. Interfering with Mr. Gonzalez's, Ms. De Leon's, Ms. Chilel's, their respective families', and any other of Defendant's current or future tenants' right of quiet enjoyment of their premises or other rights as tenants;
- f. Failing to comply with building, housing, health, sanitation, and safety regulations mandated by the City of Lynn and the Commonwealth's sanitary code;
- g. Preventing or attempting to prevent Mr. Gonzalez, Ms. De Leon, Ms. Chilel, or Ms. Nolasco from seeking recourse under the security and protections of the United States constitution or laws of the United States, and constitution or laws of the Commonwealth;
- h. Preventing or attempting to prevent any other of Defendant's current or future tenants from seeking recourse under the security and protections of the United States constitution or laws of the United States, and constitution or laws of the Commonwealth;
- i. Threatening, intimidating, coercing, assaulting, or attempting to threaten, intimidate, coerce or assault, any person because they did or might complain or testify about acts alleged in this complaint, or because they did or might cooperate in any investigation concerning those acts;
- j. Speaking, telephoning, writing to, or otherwise communicating in any manner with, Mr. Gonzalez and Ms. De Leon, Ms. Chilel, Ms. Nolasco, any of their respective families, or any other witness or person who has signed an affidavit or otherwise cooperated with the Office of the Attorney General in this case or in any related criminal investigations, except through the tenants' attorneys, to make necessary repairs, or by arrangement with the Civil Rights Division of the Office

of the Attorney General to the extent necessary for Defendant to prepare his defense;

- k. Encouraging or causing any other person to engage in conduct prohibited by paragraphs (a) - (j) above, or assisting any person in engaging in such conduct;
 - l. Knowingly approaching within 25 yards of Mr. Gonzalez and Ms. De Leon, Ms. Chilel, Ms. Nolasco, or any member of their respective families, except to make necessary repairs, at any court proceeding in this action brought by the Attorney General, or any criminal action against Defendant.
 - m. Knowingly approaching within 50 yards of any residence occupied by Mr. Gonzalez, Ms. De Leon, Ms. Chilel, and Ms. Nolasco, except to make necessary repairs.
 - n. Knowingly approaching within 50 yards of any place of employment of Mr. Gonzalez, Ms. De Leon, Ms. Chilel, and Ms. Nolasco.
- 3. Include in the preliminary injunction order the following statement pursuant to G.L. c. 12, § 11J: "VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE."
 - 4. Issue a permanent injunction in accordance with the terms of the preliminary injunction.
 - 5. Award civil penalties, compensatory damages, costs, and fees.
 - 6. Grant such other relief as the Court determines is just and proper.


DEMAND FOR TRIAL BY JURY

The Commonwealth demands a trial by jury on all issues that are triable by jury.

Respectfully submitted by the Plaintiff,

COMMONWEALTH OF MASSACHUSETTS

MAURA HEALEY
ATTORNEY GENERAL

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