

3/16/2021

**RECEIVED**

## COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**COMMONWEALTH'S MOTION FOR PRELIMINARY INJUNCTION**

The Commonwealth of Massachusetts, by and through its Attorney General, Maura Healey, requests that this Court enter a preliminary injunction against the Defendant She Ling Wang pursuant to Massachusetts Rule of Civil Procedure 65(b) and consistent with the Proposed Order submitted with this motion as Exhibit A.

As grounds therefor, the Commonwealth states the following:

1. The Complaint alleges that Defendant violated the Massachusetts Civil Rights Act, G.L. c. 12, § 11H, by threatening, intimidating, and coercing current and former tenants at a Lynn property Defendant owns, namely Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, Florinda Nolasco Lopez, and their respective families (the "tenants").
2. A preliminary injunction is currently necessary in order to allow Defendant's current tenants and potential future tenants to exercise their rights to be safe and secure in their persons and property.
3. The Complaint and accompanying affidavits establish that there has been a statutory violation and that loss or damages has occurred to the victims, the tenants.


4. The Complaint and accompanying affidavits establish that there is a risk of reoccurrence of statutory violations and harm to these victims or other residents of and visitors to the Commonwealth, prior to the date of a trial on the merits, if this preliminary order is not allowed.

In further support of this motion, the Commonwealth submits its supporting memorandum of law.

Respectfully submitted by the Plaintiff,

COMMONWEALTH OF MASSACHUSETTS

MAURA HEALEY  
ATTORNEY GENERAL

By: 

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Dated: March 16, 2021

# EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**[PROPOSED] PRELIMINARY INJUNCTION**

This case was heard after notice was provided to Defendant She Ling Wang, who was given an opportunity to be heard upon a motion for a preliminary injunction filed by the Commonwealth of Massachusetts pursuant to G.L. c. 12, § 11H.

Upon consideration of the Commonwealth's Motion for Preliminary Injunction, the Court concludes that the Attorney General has shown that she is likely to prove, by a preponderance of the evidence, statutory violations at trial and that the issuance of the preliminary injunction will serve the public interest.

**Accordingly, it is hereby ORDERED that:**

Defendant She Ling Wang, and all others acting in concert with him or at his direction or encouragement, are prohibited from directly or indirectly:

- a. Assaulting, threatening, intimidating, or coercing, or attempting to assault, threaten, intimidate or coerce Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, or Florinda Nolasco Lopez, 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 Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, or Florinda Nolasco 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 Robelio Gonzalez Castañon's, Ana Maria De Leon's, Cresencia Chilel Lopez'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 Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, or Florinda Nolasco Lopez 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, Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, Florinda Nolasco Lopez, 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 Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, Florinda Nolasco Lopez, and 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 Robelio Gonzalez Castañon, Ana Maria De Leon, and Cresencia Chilel Lopez, except to make necessary repairs.
- n. Knowingly approaching within 50 yards of any place of employment of Robelio Gonzalez Castañon, Ana Maria De Leon, Cresencia Chilel Lopez, and Florinda Nolasco Lopez.

**PURSUANT TO G.L. c. 12, § 11J, VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE.**

Dated, \_\_\_\_\_, 2021

\_\_\_\_\_  
Justice of the Superior Court

3/16/2021

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## COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**MEMORANDUM OF LAW IN SUPPORT OF  
THE COMMONWEALTH'S MOTION FOR PRELIMINARY INJUNCTION**

From 2011 to the present, Defendant, She Ling Wang, has subjected past and current tenants of his property at 5 Lloyd Street, Lynn, Massachusetts<sup>1</sup> ("5 Lloyd Street") to repeated verbal and physical aggression to prevent the tenants from asserting their housing rights against Defendant. During this period, Defendant frequently initiated unprovoked confrontations with the tenants and threatened to report them to Immigration and Customs Enforcement ("ICE"), often in response to the tenants' attempts to address dangerous and unsanitary conditions in their apartments. Defendant's conduct interfered with the tenants' right to be safe and secure in their persons, their right to quiet enjoyment of their homes, and their right to be safe and secure in their property. As such, Defendant's conduct violated the Massachusetts Civil Rights Act, G.L. c. 12, § 11H ("MCRA").

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<sup>1</sup> This property's street address is recorded in the Southern Essex Registry of Deeds as 203-207 Washington Street. 5 Lloyd Street is the address associated with the property's residential units, whereas 203-207 Washington Street is associated with the property's adjoining commercial unit.

Accordingly, the Attorney General seeks a preliminary injunction under the authority granted to her by the MCRA to protect the tenants of 5 Lloyd Street, as well as others who may be similarly situated, from Defendant's further interference with their secured rights, and to protect and promote the public interest. *See Commonwealth v. Adams*, 416 Mass. 558, 566-67 (1993) (Attorney General is charged with duty of enforcing the MCRA in the public interest); *see also Commonwealth v. Mass. CRINC*, 392 Mass. 79, 88-89 (1984) (Attorney General, as the Commonwealth's chief law enforcement officer, has broad powers to represent the public interest and enforce public rights).

## **I. FACTS**

Since at least 2011, Defendant has engaged in a pattern of threatening, intimidating, and coercing the tenants of 5 Lloyd Street, including by yelling and screaming at the tenants, calling them offensive names, kicking and pounding on their doors, and verbally and physically threatening them. (Affidavit of Robelio Gonzalez Castañon ¶¶ 11, 16, 18, 21-22, 24 (attached as Exhibit A); Affidavit of Ana Maria De Leon ¶¶ 4-6, 12, 18 (attached as Exhibit B); Affidavit of Cresencia Chilel Lopez ¶¶ 10-15 (attached as Exhibit C); Affidavit of Florinda Nolasco Lopez ¶¶ 5-7 (attached as Exhibit D)). Through this behavior, Defendant sought to prevent the tenants from addressing the dangerous and unsanitary conditions of their apartments, which included vermin infestations, damaged walls and ceilings, severe leaks, broken windows, non-functioning smoke detectors, and inoperable appliances. (Ex. A ¶¶ 5, 14, 21; Ex. B ¶¶ 3, 10, 19; Ex. C ¶¶ 4-8; Ex. D ¶¶ 4-5). For example, Defendant has threatened to report tenants of 5 Lloyd Street to ICE when they have made complaints to local authorities or withheld rent due to Defendant's failure to fix reoccurring conditions problems. In addition, Defendant has routinely entered tenants' apartments without notice or permission, whether tenants are home or not, and has become



aggressive if tenants do not immediately let him in or subsequently ask him to leave. (Ex. A ¶¶ 8-9, 11; Ex. B ¶¶ 6-9; Ex. C ¶¶ 9-12; Ex. D ¶¶ 7-9). Ultimately, Defendant's threats and other intimidating conduct have caused the tenants of 5 Lloyd Street to live in dangerous conditions and in fear for their safety and housing stability. (Ex. A ¶ 30; Ex. B ¶ 20; Ex. C ¶ 19; Ex. D ¶ 12).

**A. Current Tenants of 5 Lloyd Street**

Current Second-Floor Tenants: Robelio Gonzalez Castañon ("Mr. Gonzalez") is a 46-year-old man who lives at 5 Lloyd Street. (Ex. A ¶¶ 1-2). Mr. Gonzalez moved into the second-floor apartment in 2017 with his partner, Ana Maria De Leon ("Ms. De Leon"), and their two children. (Ex. A ¶¶ 2-3; Ex. B ¶ 2). Mr. Gonzalez and Ms. De Leon's troubles began shortly after moving into the apartment. The apartment was in dangerous and unsanitary condition. (Ex. A ¶ 5; Ex. B ¶ 3). For example, the ceiling was collapsed in one bedroom, paint was peeling off the apartment walls, and the floors were dirty and in poor condition. (Ex. A ¶ 5).

A few months after Mr. Gonzalez and Ms. De Leon moved in, Defendant began entering the apartment without notice or permission on an almost weekly basis. (Ex. A ¶¶ 8, 11; Ex. B ¶¶ 6-7). If Mr. Gonzalez or a family member did not immediately open the door, Defendant would bang on the door or unlock it with his own key and enter without permission. (Ex. A ¶ 8, 11). While in the apartment, Defendant would walk around the bedrooms, making comments about their personal possessions. (Ex. A ¶ 10; Ex. B ¶ 6). Whenever Mr. Gonzalez and Ms. De Leon complained about these intrusive actions, Defendant would respond that the apartment is not Mr. Gonzalez's living space – it was Defendant's house and he could go wherever he wanted within it. (Ex. A ¶ 9; Ex. B ¶ 6).

Mr. Gonzalez and Ms. De Leon did not feel that they had recourse against Defendant because he has always acted in an intimidating and threatening manner towards them and their family. (Ex. B ¶ 4). Defendant has yelled in Ms. De Leon's face on multiple occasions and has called her demeaning names such as "stupid," "ridiculous," and "a piece of shit." (Ex. B ¶¶ 5, 12; Ex. A ¶ 22). Additionally, Defendant has yelled at Mr. Gonzalez's 13-year-old stepdaughter at least once while she was translating for him. (Ex. A ¶ 24; Ex. B ¶ 18). Ms. De Leon and her family have heard Defendant being aggressive with other tenants as well. (Ex. B ¶ 5).

Defendant's aggressive demeanor worsened around July 2020. (Ex. A ¶ 13). At that time, there was a water leak from the third-floor apartment directly above Mr. Gonzalez and Ms. De Leon's bed that ruined their mattress. (Ex. A ¶¶ 13-14; Ex. B ¶ 10). This was the third time that the ceiling leaked and caused damage to their property. (Ex. A ¶ 13; Ex. B ¶ 10). As a result, on August 2, 2020, when Defendant came to collect rent, Mr. Gonzalez explained that he was withholding \$600 of rent for the damage. (Ex. A ¶ 15; Ex. B ¶¶ 10-11). When Ms. De Leon joined the conversation, Defendant became angry and told her that she should not be a part of the discussion. (Ex. A ¶ 12; Ex. B ¶ 16). Defendant stepped towards Ms. De Leon in a threatening manner, causing her to step back towards the wall, while saying, effectively, this is my house and nobody is going to tell me what to do, if you do not like it, you can leave. (Ex. B ¶ 12).

Defendant then got very close to Ms. De Leon, causing her to back up against the wall, and then forcefully hit the wall with the palm of his hand next to her head. (Ex. B ¶ 12; Ex. A ¶ 16). The situation deescalated when Mr. Gonzalez warned Defendant that if he continued, he would call the police. (Ex. B ¶ 12; Ex. A ¶ 16). In response, Defendant said that the damage to the bed was not his responsibility and left without taking the check for rent. (Ex. B ¶ 13; Ex. A ¶ 16).

Four days later, on August 6, 2020, Defendant returned to the apartment and demanded the full rent amount. (Ex. A ¶ 18). Mr. Gonzalez responded that Defendant should communicate with their housing attorney, Ed Rice (“Attorney Rice”), whom he and Ms. De Leon had retained following the incident on August 2, and that they would not pay the full rent amount due to the damage caused to their bed. (*Id.*). Defendant then threatened to call ICE and have Mr. Gonzalez and his family deported. (*Id.*)

On August 24, 2020, Defendant served Mr. Gonzalez a notice to quit which 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 bring an eviction action against them. (Ex. A ¶ 19). Defendant served the notice to quit despite the Massachusetts eviction moratorium in effect at the time, which prohibited termination of a tenancy and service of a notice to quit based on nonessential reasons, such as nonpayment of rent. *Act Providing for a Moratorium on Evictions and Foreclosures During the COVID-19 Emergency*, St. 2020, c. 65.

In August 2020, Ms. De Leon submitted a complaint to Lynn ISD due to Defendant’s failure to resolve the poor conditions which led to an inspection of the property and the issuance of a notice of violation to Defendant. (Ex. B ¶ 15). Subsequently, on August 29, 2020, Mr. Gonzalez and Ms. De Leon’s Attorney Rice sent Defendant a cease and desist letter demanding that he comply with requirements in accordance with the covenant of quiet enjoyment, stop entering their apartment without proper notice, refrain from harassing them, hire a professional exterminator, and make all necessary repairs. (Ex. A ¶ 20). Only weeks after the complaint to Lynn ISD, Defendant threatened Mr. Gonzalez with retaliatory action. He stopped at the apartment and told Mr. Gonzalez that he knew he had called “City Hall” and “I have laws too, I have ways of getting you out of here.” (*Id.* ¶ 21). Shortly afterwards, on October 5, 2020, ICE agents

arrived at 5 Lloyd Street, arrested Mr. Gonzalez, and held him at an ICE field office for over an hour. (*Id.* ¶ 23).

Mr. Gonzalez was ultimately released from ICE custody, but Defendant's intimidating actions did not cease. (*Id.* ¶¶ 23-28). On October 11, 2020, Defendant went to Mr. Gonzalez and Ms. De Leon's apartment, claiming he needed to fix a window but also demanding rent. (*Id.* ¶ 24). Mr. Gonzalez told Defendant that he needed to make necessary repairs and asked that he communicate with their Attorney Rice about the rent, but Defendant responded that he did not care. (*Id.*). To ensure that Defendant understood him fully, Mr. Gonzalez, who is not fluent in English, asked his bilingual, thirteen-year-old stepdaughter to help explain in English that they would not pay rent because Defendant had not made the repairs and that he should speak to their attorney. (*Id.*). When the daughter started to translate, Defendant repeatedly yelled "what are you saying" at her as she continued to try and speak. (*Id.*). Mr. Gonzalez and Ms. De Leon's daughter began crying, at which point Defendant turned back to Mr. Gonzalez and warned that he needed to pay rent or leave the apartment. (*Id.*).

Defendant's threatening behavior towards Mr. Gonzalez, Ms. De Leon, and their family persists. (*Id.* ¶¶ 24-28). On January 12, 2021, Defendant showed up at their apartment and banged on their door aggressively while yelling "hello?" (*Id.* ¶ 25). The family did not open the door out of fear and because they had asked Defendant on several occasions to communicate with their Attorney Rice regarding rent. (*Id.* ¶ 25). When there was no answer, Mr. Gonzalez heard Defendant twice punch the wall next to the apartment door before leaving. (*Id.* ¶ 26).

On January 20, 2021, Defendant sent a photo of the earlier notice to quit (dated August 24, 2020 and addressed to Ms. De Leon) to Mr. Gonzalez, along with a photo of a website that explains, in English, scenarios when a tenant can withhold rent. (*Id.* ¶ 27). A few hours later,

Defendant again texted Mr. Gonzalez, this time with photos of WBUR news articles discussing Mr. Gonzalez's arrest by ICE. (*Id.* ¶ 27). In one article, Mr. Gonzalez's name had been underlined in red, ostensibly by Defendant. (*Id.* ¶ 27). Minutes later, Defendant texted Mr. Gonzalez, "Mr. Robelio, the game is over, please respect the Law And talk to your lawyer Ed." (*Id.* ¶ 27).

Current First-Floor Tenants: Other current tenants of 5 Lloyd Street have experienced similar treatment by Defendant. Cresencia Chilel Lopez is a 45-year-old woman who has occupied the first-floor apartment at 5 Lloyd Street since the end of 2011. (Ex. C ¶¶ 1-2).

When Ms. Chilel moved into the apartment with her son and then-husband, Hermelindo Lopez ("Mr. Lopez"), they discovered cockroach and mouse infestations and malfunctioning appliances. (*Id.* ¶¶ 4-5, 7). After Ms. Chilel and Mr. Lopez first brought these issues to Defendant's attention, he agreed to address them. (*Id.* ¶ 4). However, he never did. (*Id.*).

Like with other tenants of 5 Lloyd Street, Defendant entered, and continues to enter, Ms. Chilel's apartment without notice or permission. (*Id.* ¶¶ 9-10). Defendant regularly comes to the apartment on Sunday nights after 9:00p.m. and knocks forcefully on the door. (*Id.* ¶ 9). One time, in 2016, Defendant kicked in the apartment door and yelled at Ms. Chilel that she had no right to keep the door closed because the apartment belonged to him. (*Id.* ¶ 10).

Defendant has often been verbally and physically aggressive towards Ms. Chilel. Whenever she or Mr. Lopez asked Defendant to address the various issues in the apartment, he would become angry and tell Ms. Chilel that if she did not like it, she could leave. (*Id.* ¶¶ 13-14). In late 2020, Defendant came to the apartment to fix the non-functioning smoke detectors and, while there, accused Ms. Chilel of damaging windows in the apartment and demanded that she

pay for the repair. (*Id.* ¶ 11). During this interaction, Defendant threw a smoke detector part towards Ms. Chilel while her 6-year-old daughter was standing nearby. (*Id.*).

When Ms. Chilel has brought up Defendant's intrusive behavior or poor conditions of the apartment to him, Defendant has often threatened to call ICE on Ms. Chilel and have her deported. (*Id.* ¶ 14). As with Mr. Gonzalez, Ms. De Leon, and their family, Defendant continues to engage in threatening behavior. On January 12, 2021, Defendant went to the property and loudly banged on Ms. Chilel's apartment door, repeatedly. (*Id.* ¶ 12). During this incident, Ms. Chilel's daughter hid under the family's kitchen table out of fear. (*Id.*). She heard Defendant walk upstairs and loudly bang on the second-floor apartment door. (*Id.*). In all, Ms. Chilel estimates that Defendant was at the property for almost fifteen to twenty minutes. (*Id.*).

#### **B. Past Tenants of 5 Lloyd Street**

Past Third-Floor Tenants: Previous tenants of 5 Lloyd Street have had similar experiences with Defendant as the current tenants. Florinda Nolasco Lopez is a 34-year-old woman who occupied an apartment at 5 Lloyd Street for about a year around 2017 and 2018. (Ex. D ¶¶ 1-2). Ms. Nolasco lived there with her cousin's wife ("cousin's wife") and their six respective children. (*Id.* ¶ 2). Her then-husband also occupied the apartment for part of this time. (*Id.*). Ultimately, Defendant's threatening and aggressive behavior caused Ms. Nolasco to leave her apartment at 5 Lloyd Street because she did not want any more problems incited by Defendant. (*Id.* ¶ 3).

When Ms. Nolasco and her family moved into the apartment, the condition of the apartment was poor. (*Id.* ¶ 4). The ceiling was leaking and there were bugs and vermin, such as cockroaches and bedbugs. (*Id.*). Defendant told her that he would clean, paint, and do whatever needed to be done, but he never did. (*Id.*). Whenever Ms. Nolasco asked Defendant to clean up

the apartment he would scream at her, which frightened Ms. Nolasco. (*Id.*). On one occasion, Ms. Nolasco withheld rent because of the conditions in the apartment and asked Defendant to do something about them. (*Id.* ¶ 5). She told Defendant that she would take the issue to City Hall if he did not fix the conditions. (*Id.*). Defendant became aggravated, stated yelling and screaming at Ms. Nolasco, and ultimately did not do any of the work she had requested. (*Id.*).

Defendant's aggressive conduct towards Ms. Nolasco was a regular occurrence. (*Id.* ¶ 6). He often entered Ms. Nolasco's apartment without notice or permission and would scream at her and her cousin's wife. (*Id.* ¶¶ 6, 8). One time, Defendant entered the apartment without permission while Ms. Nolasco, her cousin's wife, and two of their children were sitting in the kitchen. (*Id.* ¶ 7). Defendant came into the kitchen, grabbed Ms. Nolasco by the neck of her blouse, and began shaking her. (*Id.*).

Ms. Nolasco's and her family's fear of Defendant was exacerbated by his intrusive conduct. (*Id.* ¶¶ 8-9, 12). He regularly entered their apartment without notice or permission by using his own key. (*Id.* ¶ 8). Sometimes, Ms. Nolasco came home to find him already inside the apartment. (*Id.*). While in the apartment, Defendant would walk around the rooms and criticize how Ms. Nolasco and her family lived. (*Id.* ¶ 10).

Like Mr. Gonzalez, Ms. De Leon, and Ms. Chilel, Ms. Nolasco also feared Defendant and felt she had no recourse because he often threatened to call ICE and have her deported to Guatemala. (*Id.* ¶ 11). Wanting to escape from the stressful living situation that Defendant created, Ms. Nolasco moved out of her apartment at 5 Lloyd Street after only living there for about one year. (*Id.* ¶ 2-3).

As a result of Defendant's intrusive actions, harassment, and threats, tenants of 5 Lloyd Street have been significantly harmed. Current tenants of 5 Lloyd Street continue to live in fear and discomfort of further threats and harm.

## **II. ARGUMENT**

As set forth in detail below, a preliminary injunction is appropriate here where Defendant violently, without provocation, interfered and continues to interfere with the freedom of tenants of 5 Lloyd Street, in the exercise and enjoyment of their secured rights, including the rights—secured by the constitution and laws of Massachusetts and the United States—to be safe and secure in their persons, to the quiet enjoyment of their homes, and to be safe and secure in their property. A preliminary injunction is especially necessary, here, where Defendant's conduct is ongoing and continues to put tenants in fear for their safety and security.

### **A. Legal Standard**

The Attorney General has “broad common law and statutory powers to represent the public interest,” and she may exercise those powers by seeking to enjoin unlawful activity. *Mass. CRINC*. 392 Mass. at 88 (citing *Feeney v. Commonwealth*, 373 Mass. 359, 363-66 (1977); G.L. c. 12, §§ 3, 10). An injunction is appropriate where the Attorney General can show, by a preponderance of the evidence, that (1) a statutory violation has occurred, and (2) a preliminary injunction would serve, or not adversely affect, the public interest. *Mass. CRINC*, 392 Mass. at 89-90 (“The Attorney General is not required to demonstrate irreparable harm concerning those activities of the defendants which probably resulted in violations of our General Laws and which may adversely affect the public interest.”). This Court has sound discretion to determine the scope of an MCRA injunction. The fact that this action is brought by the Attorney General, “an elected official charged with the duty of protecting the public interest, lends support to the



reasonableness of the judge's exercise of discretion” to circumscribe Defendant's future conduct. *Adams*, 416 Mass. at 566-67.

A preliminary injunction is appropriate here because the supporting affidavits show that Defendant has interfered, and continues to interfere, with his tenants’ secured rights by using threats, intimidation, or coercion. Defendant’s verbal and physical aggression towards tenants of 5 Lloyd Street, intrusive violations of tenants’ privacy, and threats to report tenants to ICE have been continuous, persistent, and remain ongoing. Defendant’s egregious conduct is exacerbated by the substandard living conditions that his coercive behavior causes tenants of 5 Lloyd Street to submit to. An order restraining Defendant from future threats, intimidation, and coercion against Mr. Gonzalez, Ms. De Leon, Ms. Chielel, their families, and other tenants of 5 Lloyd Street will serve the public interest. The preliminary injunction that the Attorney General seeks here is also reasonable in scope because it is narrowly calculated to prevent continuing harm to tenants of 5 Lloyd Street, and to deter future harm to others similarly situated, while not unduly restricting Defendant’s actions.

#### **B. Defendant Violated the MCRA**

To establish a violation of the MCRA, the Commonwealth must show that (1) tenants’ exercise or enjoyment of rights secured by the Constitution or laws of either the United States or Commonwealth has been interfered with, or attempted to be interfered with by Defendant, and (2) that the interference or attempted interference was by threats, intimidation, or coercion. *Bally v. Northeastern University*, 403 Mass. 713, 717 (1989); *see also* G.L. c. 12, § 11H; *Buster v. George W. Moore, Inc.*, 438 Mass. 635, 644 (2003); *Swanset Dev. Corp. v. City of Taunton*, 423 Mass. 390, 395-96 (1996); *Avasli v. Armstrong*, 56 Mass. App. Ct. 740, 749 (2002). Because the MCRA is remedial in nature, “it is entitled to a liberal construction of its terms.” *Buster*, 438

Mass. at 645 (quoting *Batchelder*, 393 Mass. at 822). The Commonwealth has satisfied each of these elements here.

**1. Defendant Interfered, or Attempted to Interfere, With the Victims' Secured Rights**

The MCRA extends the protection afforded by 42 U.S.C. § 1983 against interference with constitutional rights by state actors to protect against interference and attempted interference by any person, even private persons, with any rights secured by the state or federal constitutions or state or federal law. *Bell v. Mazza*, 394 Mass. 176, 181-82 (1985) (Legislature intended to create a cause of action against private, nongovernmental parties). A right is “secured” by the constitution or by federal or state law if it “emanates from,” or “finds its source” in, the constitution or federal or state law. *O’Cormell v. Chasdi*, 400 Mass. 686, 692 (1987) (quoting *Bell*, 394 Mass. at 182); *see, e.g., Freeman v. Planning Board*, 419 Mass. 548, 564 (1995) (provision of state subdivision control law, G.L. c. 41, § 81M, provided basis for finding secured right). This is true even where the text of the constitutional provision or law in question creates rights only against state, not private, actors. *See O’Connell*, 400 Mass. at 692; *see also Commonwealth v. Stephens*, 25 Mass. App. Ct. 117, 123 (1987) (enumerating some of the rights of Massachusetts residents).

Here, the Defendant’s aggressive behavior interfered with at least two secured rights of Mr. Gonzalez, Ms. De Leon, Ms. Chilel, Ms. Nolasco, and other tenants of 5 Lloyd Street: the right to be safe and secure in one’s person and the right to be secure in one’s property.

Right to Be Safe and Secure in One's Person: Most fundamentally, Defendant’s threatening and aggressive behavior in harassing tenants of 5 Lloyd Street, directly interfered with their right to be safe and secure in their persons, as secured by Article I of the Massachusetts Declaration of Rights. *See also*, Mass. Const. Decl. Rights art. X (guaranteeing right of individual to be

protected in enjoyment of life, liberty, and property). This right protects individuals from an “actual or potential physical confrontation.” *Blake*, 417 Mass. at 475-476 (defendants’ physical confrontation, “even where no violence was involved, was designed, intended and highly likely to instill fear and concern for personal safety in a reasonable person.”). Defendant undoubtedly put tenants of 5 Lloyd Street, including Mr. Gonzalez, Ms. De Leon, Ms. Chilel, and Ms. Nolasco, in fear for their personal safety and the safety of their families, including minor children. Defendant’s threats to call ICE left a lasting impact on tenants’ sense of stability and security, further interfering with their secured constitutional rights.

Right to be Safe and Secure to Use One’s Property: Article 1 of the Massachusetts Declaration of Rights provides that all people have the right to be safe and secure and to use their property peacefully. *Commonwealth v. Stephens*, 25 Mass. App. Ct. 117, 123 (1987). Further, every person has the right to occupy housing without intimidation or interference through force or threat of force. *Id.* (citing 42 U.S.C. § 1981); *see also* G.L. c. 184, § 14 (guaranteeing tenants’ right to quiet enjoyment of their premises); 42 U.S.C § 3631 (guaranteeing right to occupy housing free without intimidation or interference through force or threat of force because of the tenant’s national origin). Defendant has frequently intruded on tenants of 5 Lloyd Street by entering their apartments, often forcefully, without notice or permission. He has behaved aggressively towards tenants of 5 Lloyd Street, sometimes physically, and has gone as far as threatening to call ICE to have them deported. Such threats coerced tenants of 5 Lloyd Street from seeking recourse against Defendant to ensure their safety and security in their apartments. Tenants and their families have been unable to live peacefully in their homes, without intimidation or interference from Defendant, their landlord.

Thus, Defendant interfered or attempted to interfere with at least two secured rights of tenants of 5 Lloyd Street, satisfying the first prong of a claim under the MCRA.

**2. Defendant Used Threats, Intimidation, and Coercion to Interfere, or Attempt to Interfere, with the Victims' Secured Rights**

Defendant's actions interfering with tenants' secured rights plainly qualify as threats, intimidation, or coercion within the meaning of the MCRA. The Supreme Judicial Court has defined the term "threats, intimidation, and coercion" in the MCRA as follows:

"Threat" . . . involves the intentional exertion of pressure to make another fearful or apprehensive of injury or harm. "Intimidation" involves putting in fear for the purpose of compelling or deterring conduct. ["Coercion" involves] the application to another of such force, either physical or moral, as to constrain him to do against his will something he would not otherwise have done.

*Blake*, 417 Mass. at 474 (citations omitted); *see also Ayasli v. Armstrong*, 56 Mass. App. Ct. 740, 750-51 (2002) (following *Blake*). Where the statutory requirement of "threats, intimidation, or coercion" is disjunctive, any one of these three presents an independent and adequate basis for the issuance of injunctive relief under G.L. c. 12, § 11H, *Sarvis v. Boston Safe Deposit & Trust Co.*, 47 Mass. App. Ct. 86, 91 (1999). Defendant's actions certainly qualify under one, if not all three, of these definitions.

First, Defendant made explicit verbal threats to the tenants in order to scare, coerce, and intimidate them. For example, Defendant threatened to call ICE on multiple tenants and to have them deported to intimidate them into ceasing to assert their rights as tenants, and to coerce them into bending to his will. He cited examples of other times he had caused tenants to be deported, and indicated he could do the same to the current tenants of the apartments. After Defendant threatened to report Mr. Gonzalez and his family to ICE and have them deported, ICE did in fact

arrest Mr. Gonzalez from his home, compounding the fear that Mr. Gonzalez and the other tenants suffer from the Defendant's threats.

Second, Defendant's verbal and physical aggressions were threatening, intimidating and coercive. He kicked and banged on doors, yelled and screamed at his tenants, taunted and degraded them, and barged into their homes without permission. At times, this behavior escalated to violence. For example, Defendant hit a wall next to Ms. De Leon's head, threw a piece of a smoke detector at Ms. Chilel, and grabbed Ms. Nolasco by the neck of her blouse. These escalations most often occurred when Defendant was unhappy with the tenants for attempting to assert their rights. Such threatening behavior from Defendant was used to coerce and intimidate tenants of 5 Lloyd Street from seeking remedy to Defendant's intrusive behavior and failure to keep the conditions of the apartments safe, thus substantially interfering with the quiet use and enjoyment of their property.

The Supreme Judicial Court has held that conduct may sometimes violate the MCRA even in the absence of actual or threatened physical force. *See, e.g., Buster v. George W. Moore, Inc.*, 438 Mass. 635, 646-47 (2003). Where one's "actions were specifically designed to dissuade" another from taking action "to which they were constitutionally entitled" an MCRA violation has occurred. *See Blake*, 417 Mass. at 475. Here, the facts present not just potential but actual physical confrontations, and not just a threat of harm but actual physical harm.

Further, it is clear from the nature of Defendant's multiple threats to contact ICE and have tenants of 5 Lloyd Street deported that his verbal and physical attacks were motivated by bias against the national origin of the victims. This indicates precisely the "serious problem" of identity-based harassment that the MCRA was enacted to combat. *Cf. Batchelder v. Allied Stores Corp.*, 393 Mass. 819, 821 (1985) (citing a Boston City Council Resolution endorsing enactment

of the MCRA to combat “serious problem[s] of racial harassment.”); *see also Planned Parenthood League of Mass., Inc. v. Blake*, 417 Mass. 467, 474 n.8 (1994) (MCRA was enacted in response to use of “threats of violence amounting to racial harassment”). While a showing of bias is not required to establish a violation of the MCRA, the presence of bias here further underscores that Defendant’s conduct is of a kind that the statute was specifically enacted to redress. *See id.* at note 8 (“Massachusetts Civil Rights Act was enacted in response to deprivations of secured rights by private individuals using violence or threats of violence amounting to racial harassment”).

Finally, while it appears likely that Defendant intended to deprive tenants of 5 Lloyd Street of their rights through his actions, no such showing is necessary to state a claim for an MCRA violation. *See, e.g., Redgrave v. Boston Symphony Orchestra, Inc.*, 399 Mass. 93, 99 (1986); *Sarvis v. Boston Safe Deposit and Trust Co.*, 47 Mass. App. Ct. 86, 92 (1999). The applicable standard is simply whether a reasonable person in the victim’s shoes would feel threatened, intimidated, or coerced by Defendant’s conduct. *Blake*, 417 Mass. at 474-75. A reasonable person in their home who experiences constant physical intrusion by their landlord, and physical and verbal aggression from their landlord – including threats of deportation – would undoubtedly feel threatened, intimidated, or coerced.

Thus, Defendant’s actions plainly constitute threats, intimidation, and/or coercion within the meaning of the MCRA.

**C. A Preliminary Injunction Restraining Defendant from Future Threats, Intimidation, and Coercion Will Serve the Public Interest**

Evidence shows that Defendant has been persistently hostile towards tenants of 5 Lloyd Street and that his verbal belligerence has been known to escalate to physical aggression. This makes Defendant’s intrusive conduct particularly alarming and causes tenants to constantly fear

for their safety. Through his abusive behavior, Defendant has sought to intimidate tenants of 5 Lloyd Street from seeking legally available recourse against him and coerce them into submitting to an abhorrent standard of living. This persistent, coercive behavior from Defendant is particularly concerning as he continues to operate multiple rental properties in Massachusetts.

Given Defendant's egregious behavior and the unprovoked and persistent nature of his attacks, a preliminary injunction restraining him from further threats, intimidation, and coercion of past, present, and future tenants of 5 Lloyd Street would serve the public interest because it would "protect against future unlawful conduct that would be harmful to persons not currently identifiable." *Blake*, 417 Mass. at 479; *see also Guilfoyle*, 402 Mass. 132-33 (affirming civil rights injunction that protected broader public, beyond the specific victim, from defendants' racially motivated threats, intimidation, or coercion.)

**D. The Preliminary Injunction Sought by the Attorney General is Reasonable in Scope**

Defendant's actions indicate that he continues to pose a risk to the victims and to others similarly situated in the Commonwealth. The injunction the Attorney General seeks here is well-tailored to prevent Defendant from further abusing the civil rights of past, present, and future tenants of 5 Lloyd Street. At the same time, the proposed injunction does not unfairly restrict Defendant's activities, but merely prevents him from doing what his conduct indicates he might do again in the absence of an order by this Court. *See Adams*, 416 Mass. at 566 (explaining that injunctive relief under the MCRA is appropriate where defendant may feel free to continue unlawful conduct in its absence); *Guilfoyle*, 402 Mass. at 135 (affirming permanent injunction that prohibited defendant from being within 100 yards of victims as "highly reasonable" under circumstances).

Specifically, the injunction sought would require Defendant to refrain from communicating with Mr. Gonzalez, Ms. De Leon, Ms. Nolasco, Ms. Chilel, and their families, and to maintain a reasonable physical distance from them, their places of employment, and their residences unless the purpose is to make necessary repairs to Defendant's property. Additionally, it prohibits Defendant from actually or attempting to assault, threaten, intimidate, or coerce current, former, or future tenants, or causing damage to their personal property. It also prevents Defendant from interfering with his tenants' quiet enjoyment of their residence, such as by entering their apartments without notice or permission and making unnecessary and pretextual inspections of their apartment. Further, the injunction would prohibit Defendant from preventing or attempting to prevent any of his current or future tenants from seeking recourse under law. Finally, it prohibits threatening, intimidating, coercing, assaulting, or the attempt of such action against any witness, person because they did or might complaint or testify about the acts alleged in this action, or an investigation associated therewith. An injunction is well-tailored to the facts of this case and would only restrict Defendant from actions he should have no reasonable need to undertake.

### **CONCLUSION**

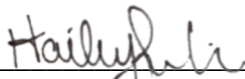
For the foregoing reasons, the Commonwealth respectfully requests that the Court grant its motion for a preliminary injunction, affording all relief sought, to prevent Defendant She Ling Wang from further violating the secured rights of tenants of 5 Lloyd Street and others within the Commonwealth.




Respectfully submitted by the Plaintiff,

COMMONWEALTH OF MASSACHUSETTS

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Dated: March 16, 2021

# **Exhibit A**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**AFFIDAVIT OF ROBELIO GONZALEZ CASTAÑON**

I, Robelio Gonzalez Castañon, do declare and state the following, based on my personal knowledge:

1. My name is Robelio Gonzalez Castañon. I am 46 years old. I am of Guatemalan descent.
2. I currently live in the second-floor apartment ("apartment") at 5 Lloyd Street in Lynn, Massachusetts, with my partner, Ana Maria de Leon, and our thirteen-year-old stepdaughter and eighteen-year-old stepson.
3. My family and I moved into the apartment in 2017.
4. She Ling Wang owns 5 Lloyd Street and is our landlord. He has been our landlord since we moved into the apartment.
5. When I first viewed the apartment, I observed several problems with the state it was in. For example, part of the ceiling in the bedroom nearest to the kitchen was collapsed, paint was peeling off some of the walls, and the floors were very dirty and in poor condition.

6. At the time I viewed the apartment Mr. Wang stated that the rent would be \$1,500 per month and that he would fix up the apartment. Despite the problems I observed, we agreed to rent the apartment because we needed housing.

7. About one month after we moved in, Mr. Wang brought drywall to our apartment to repair the collapsed ceiling. He helped hold up the drywall while I screwed it in place, but I did the rest of the repair work. At around this time, Mr. Wang told us that going forward we were responsible for other repairs and maintenance.

8. Soon after we moved in, Mr. Wang started to enter our apartment without notice or permission. He would use his copy of the key to our apartment to unlock our door and let himself into our apartment. In fact, on at least three or four occasions, we either came home and found him inside our apartment or found him inside the apartment after waking up and exiting our bedroom. For example, my partner, who works night shifts and sleeps during the daytime, was once woken up very early in the morning by the sound of Mr. Wang unlocking the apartment door and entering.

9. About two or three months after we moved in, I complained to Mr. Wang about his entering our apartment without permission or notice. He responded, angrily, that the apartment is not our living space, that it was his house and he can go wherever he wants within it.

10. Mr. Wang regularly came to our apartment on Sunday nights. He would come to collect rent on the first Sunday of the month, but other times he would simply look around our apartment, walk into the bedrooms, and tell us that he wanted us to get rid of certain things, or that he did not like the way we set something up in our apartment.

11. When he came to our apartment on Sunday nights, Mr. Wang would loudly bang on our apartment door and then unlock it with his key if we did not immediately open the door. Sometimes this happened while my family and I were eating dinner. On several occasions he arrived on a Sunday at around 8pm or 9pm and repeatedly slammed his hand against our apartment door as we ate dinner, and we became silent and remained silent, hoping that he would just leave. But then he would use his key, unlock the door, and enter anyway.

12. Mr. Wang also demanded that I perform tasks around the common areas and exterior of the house, such as sweeping and cleaning up. In January 2020 he came to our apartment and informed me that he would be increasing the rent by \$100 to \$1,600 per month, but that I had to perform cleaning work and place all of the tenants' garbage on the sidewalk in front of the property on collection day or else he would require us to pay \$1,700 per month in rent, instead. I did some of this cleaning work to avoid a further increase to the rent, but Mr. Wang would regularly complain to me that the property was not clean enough.

13. Mr. Wang has always spoken to my family and me in an aggressive or angry tone. However, his behavior towards us became even worse around July 2020. At that time, there was a water leak from the third floor directly above the bed my partner and I share. The leak ruined our mattress. This was the third time there had been a leak over our bed. We believed Mr. Wang was responsible for failing to make adequate repairs to prevent the leaks, so we wanted him to pay for a replacement.

14. The first leak happened in around the spring of 2019. The leak was not heavy and did not appear dirty, so we continued to use the mattress after it dried. I brought this leak to Mr. Wang's attention and as far as I knew, he made repairs to the plumbing in the third-floor unit. However, several months later, there was a second water leak over our bed. The leak consisted

of sewage water and it ruined our mattress. We discarded it and bought a replacement. The third water leak happened in June 2020. I had to call Mr. Wang who arrived to the house thirty minutes later and shut off a water valve to stop the leak. As a result of this heavy leak and debris from the ceiling, our mattress was ruined, again. We discarded the mattress but did not want to buy another one because we had a bedbug infestation and the bedbugs would ruin a new mattress. So we slept on top of blankets on the floor until August or September, when a friend gave us two sets of twin beds they no longer needed. My partner and I used one bed and we gave the second bed to our stepdaughter and discarded the one she had been using because it was also heavily stained due to bedbugs.

15. On August 2, 2020, Mr. Wang came to our apartment to collect rent. My partner and I decided to withhold \$600 in rent, so I handed him a check for \$1,000, which he threw onto the floor. I explained that we wanted him to pay for our mattress, which was ruined by the third water leak over our bed. Mr. Wang responded that we should demand money from our third-floor neighbors because the water came from their apartment. I responded that as the property owner, it is Mr. Wang's responsibility to make repairs and ensure that these kinds of things do not happen. He became angry with me and said that he needed all of the rent money, that this was not his problem, and that it was the problem of the third-floor tenants. He insisted that we pay all the rent, and said that he had gotten rid of previous second-floor and third-floor tenants.

16. During this interaction with Mr. Wang on August 2, 2020, my partner started to speak but Mr. Wang then turned towards her and told her to stay out of the conversation. Mr. Wang walked towards my partner, who was standing near a kitchen wall, 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 he got closer to my partner, she backed up and eventually stood against the

wall. I saw Mr. Wang raise his right hand and point his finger close to my partner's face. I thought he was going to hit her but instead of hitting her he slammed his open hand onto the wall right next to my partner's head. At that point our stepdaughter ran over to my partner and hugged her while crying. My partner cried, too. I was alarmed and said several times, "are you going to hit her?!" Then I told him that if he hit my partner, I would call the police. Mr. Wang repeated that the leak was not his problem and then left without taking the \$1,000 check.

17. After the August 2, 2020 incident, I reached out to Lynn United for Change for help with Mr. Wang and his aggression, and our apartment conditions. Lynn United for Change connected us to a housing lawyer, Ed Rice ("Attorney Rice"), whom we retained.

18. On August 6, 2020, Mr. Wang returned to our apartment and demanded that we pay the full rent amount. We told him that he should communicate with our housing lawyer, and that we would not pay the full amount due to the ceiling leak and damage to our bed, and the bedbug infestation. Mr. Wang then threatened to call Immigration and Customs Enforcement (ICE) on me and have my family and me deported. He also said that he has done this in the past to other tenants, that ICE has taken them out and he could do the same to us.

19. On August 24, 2020, Mr. Wang gave us a document labeled a "notice to quit," which said that we had fourteen days to move out of our apartment because we did not pay all of our rent, otherwise Mr. Wang would take us to court to evict us.

20. On August 29, 2020, Attorney Rice sent Mr. Wang a letter demanding that he stop harassing us and entering our apartment without notice or permission. In the letter Attorney Rice also demanded that Mr. Wang make repairs to our apartment and hire an exterminator to deal with the vermin.

21. A few weeks later, Mr. Wang saw me in front of the house and accused me of calling “City Hall” and said that “I have laws too, I have ways of getting you out of here.” I believe that when he said that I had called city hall, he was referring to the fact that my partner called Lynn Inspectional Services Department (“Lynn ISD”) to report the conditions problems we were dealing with.

22. In September 2020, an exterminator came to the house and fumigated inside our apartment. We could not stay inside during the fumigation so my partner, a Lynn ISD inspector, and I were standing outside of the home. Mr. Wang was also outside. My partner asked Mr. Wang for documents confirming that extermination work in our apartment was completed. Mr. Wang responded by calling her stupid and an idiot.

23. On October 5, 2020, ICE came to our apartment and arrested me. They held me at an ICE office located in Burlington, Massachusetts, then released me that very afternoon.

24. On October 11, 2020, Mr. Wang came to our apartment. At the time, my partner, my stepdaughter, stepson, and I were at home. Mr. Wang said he was there to fix a window, but then he also asked me for the rent. I told Mr. Wang that we could not pay him because he had not made necessary repairs around the apartment, and I asked him to speak to Attorney Rice. Mr. Wang responded that he did not care and that we had to pay the rent. I repeated that he should speak to our housing lawyer. I can speak and understand some English—basic English, but sometimes I ask my stepdaughter to help interpret because she is bilingual in English and Spanish. I asked my stepdaughter to help explain this to Mr. Wang. She spoke to him in English, but in response Mr. Wang yelled at her, “what are you saying?” She tried again, twice, and each time Mr. Wang yelled the same thing at her, and my stepdaughter started crying. My partner walked over to my stepdaughter and hugged her. Mr. Wang then said to me that I needed



to give him money for rent or else I needed to leave the apartment. After he left, my stepdaughter told me to please not ask her to interpret again because Mr. Wang scares her.

25. Mr. Wang continues to intimidate us.

26. On January 12, 2021 he came to the property and banged aggressively on our door multiple times. I did not open the door as we had told Mr. Wang that he was to communicate with us through our housing lawyer. I heard Mr. Wang walk downstairs and bang on the first-floor tenant's door. A few minutes later I heard him walk up the stairs and he started banging on our door again. After some time, I heard him hit the wall next to the door twice, then walk downstairs. I believe he left at that point.

27. On January 20, 2021, Mr. Wang texted me a photo of a website that is in English. I understand that the website talks about rent. He then texted me two photos of news articles that discuss the time that ICE arrested me at home. One article has my name underlined in red ink. Mr. Wang then sent me a text stating, "Mr. Robelio, the game is over, please respect The Law And talk to your lawyer Ed."

28. On February 13, 2021, Mr. Wang sent me a text message in which he wrote, among other things, that he needed to take pictures of all tenants' photo identification. I sent him a text message in which I asked him to explain to our Attorney Rice why he now needed our photo identifications. In response, Mr. Wang wrote that 5 Lloyd Street is his private property and his requests, including taking pictures of our photo identifications, are his legal rights. Mr. Wang also wrote, "Please cooperate, otherwise my lawyer may sue you for 'illegal occupation of other people's private property,' which is a criminal offence."

29. On February 18, 2021, Mr. Wang came to our apartment at 10pm and banged on our door. We did not answer. That same night, he texted me a photo of an envelope taped to our

door. I opened the door and found an envelope containing a document titled "14-Day Notice to Quit."

30. Mr. Wang's threats, intrusions, and aggression towards my family and me have made me afraid to this day. These experiences have been very traumatic, and I worry constantly about him showing up at any time, unannounced. I do not feel comfortable or secure in our apartment. In addition, my family and I have had to live through unsafe and poor conditions for most of the time that we have been at 5 Lloyd Street.

31. I believe that Mr. Wang refused to fix or improve the conditions in our apartment, entered unannounced and without our permission, and treated my family and me the way he has because of our national origin.

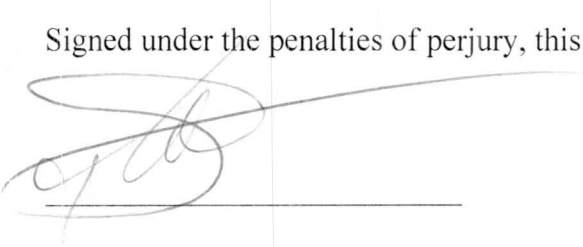
Signed under the penalties of perjury this 2 day of March, 2021.

  
Robelio Gonzalez Castañon

**CERTIFICATE OF INTERPRETATION**

I, Flenda Dela Cruz, hereby certify that I am fluent in both Spanish and English, and that on February 26, 2021, I correctly and accurately interpreted the Affidavit of Robelio Gonzalez Castañon from English to Spanish for Robelio Gonzalez Castañon.

Signed under the penalties of perjury, this 6 day of March, 2021.

A handwritten signature in dark ink, appearing to read 'Flenda Dela Cruz', is written over a horizontal line. The signature is stylized with a large, looping initial 'F'.

# **Exhibit B**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**AFFIDAVIT OF ANA MARIA DE LEON**

I, Ana Maria De Leon, do declare and state the following, based on my personal knowledge:

1. My name is Ana Maria De Leon. I am 45 years old and of Guatemalan descent.
2. I reside at 5 Lloyd Street in the second-floor apartment ("apartment") with my partner, Robelio Gonzalez Castañon, my thirteen-year-old daughter, and my eighteen-year-old son. We sublet a spare room.
3. When we moved in, it looked like the former occupants had left behind a lot of their old things in the apartment. It was infested with cockroaches and bedbugs, and the floors were damaged. However, we had no other place to live, so we rented it despite the conditions.
4. Since I have lived in the apartment, Mr. Wang has always behaved aggressively towards me and raised his voice when speaking with me. Often, he also acts physically aggressive. In one instance, when I was showing Mr. Wang a broken window in the apartment, he accused me of breaking it and began yelling in my face. Another time, when I asked Mr.

Wang for a certificate stating that an exterminator had treated the apartment, Mr. Wang told me that I was stupid and ridiculous, and that I should not ask him stupid questions.

5. I have heard Mr. Wang being aggressive with other tenants as well. On October 30, 2020, Mr. Wang was in the parking lot of 5 Lloyd Street yelling and screaming curse words at a neighbor. I walked down the stairs to see what was happening. Mr. Wang wanted a neighbor to move her car, so I told the neighbor that she should just find a new place to park and was trying to help. Mr. Wang must not have liked that I got involved because he called me a “piece of shit.”

6. Mr. Wang also regularly enters the apartment without notice or permission. It appears that he is inspecting the apartment because he looks through room-by-room. Mr. Wang always comes to the apartment on Sundays around nine or ten o’clock at night. When Mr. Wang is there, he orders us to clean or fix things. When we have confronted Mr. Wang about entering without permission, he tells us, “this is my house, this is my house.”

7. Mr. Wang has entered the apartment while I was sleeping. He has also entered without permission when neither I nor Mr. Gonzalez are home. On multiple occasions, Mr. Wang has come into the apartment without notice when our minor children are in the apartment alone.

8. We sublet one of the rooms in our apartment, and Mr. Wang also enters our sublessee’s room without permission and when she is not there.

9. In about September 2020, Mr. Wang entered the apartment without permission and took photos of the apartment. I thought that he was there to fix something and was only taking photos so that he could provide necessary information to an extermination company. However, Mr. Wang did not fix anything on this occasion.

10. Around August 2020, Mr. Gonzalez and I began withholding rent due to damage to our belongings from a water leak in the third-floor apartment. This was the third time that there was a water leak in the ceiling that caused damage in our bedroom. The first time, water leaked all over the covers of our bed and Mr. Wang said that he would fix the ceiling. He did not. The second time, the leak caused damage to our bed and we had to replace it at our own expense. The third time, the leak ruined our bed again. Mr. Gonzalez told me to withhold \$600 from our rent to cover the cost of replacing our bed.

11. On the afternoon that Mr. Wang came to collect rent for August 2020, Mr. Gonzalez told Mr. Wang that he needed to pay for the bed because this was the third time that the leak had happened. Mr. Wang threw the check on the floor and told us that the damage was not his problem – that we needed to collect payment from the third-floor tenants because it was not his responsibility and not his fault.

12. While Mr. Wang and Mr. Gonzalez were arguing about the rent and the damage to the bed, I was standing in the kitchen close to a wall and Mr. Wang was standing in the middle of the kitchen. When I began to speak, Mr. Wang retorted that I should not be part of the conversation. Mr. Wang became more heated and stepped closer to me, at which point I stepped back, closer to the wall. Mr. Wang was speaking in English, but my understanding of what he told me was something like, “this is my house and nobody is going to tell me what to do, if you do not like it you can leave.” I told Mr. Wang that I was going to call the police. Then, Mr. Wang raised his right hand, pointing in my face. I thought he was going to hit me, but Mr. Wang hit the wall. This interaction scared my daughter – who ran to me, held on to me, and started to cry. Mr. Gonzalez told Mr. Wang that if he continued behaving aggressively he was going to call the police. I believe this kept Mr. Wang from hitting me.

13. Mr. Wang reiterated that the damage to the bed was not his responsibility and left without taking the rent check.

14. After this incident, we retained a housing attorney, Ed Rice.

15. In August 2020, I submitted a complaint to Lynn Inspectional Services (“Lynn ISD”). Lynn ISD subsequently conducted an inspection of the apartment that same month. Sanitary inspectors from Lynn ISD, Mr. Wang, and I were present. While the sanitary inspectors examined the basement, there seemed to be a conflict between the sanitary inspectors and Mr. Wang. Their conversation with Mr. Wang was so heated that I could hear it upstairs. One of the inspectors came up from the basement, stated that they could not be down there because of the number of problems, and then walked away. A different inspector told me that their colleague left because Mr. Wang disagreed with everything the inspectors said was wrong. She also told me that they were about to condemn the building because it was extremely dangerous. However, the building remained open because children were living in all three apartments. Instead, Lynn ISD gave Mr. Wang fourteen days to fix the issues, instructing him that he needed to bring in professionals.

16. Lynn ISD inspectors returned after the fourteen-day period and had another argument with Mr. Wang. Mr. Wang had done some work himself but hired no professionals. Because problems remained, Lynn ISD issued Mr. Wang two additional \$300 tickets.

17. On September 27, 2020, three Lynn ISD inspectors returned to 5 Lloyd Street. Mr. Wang was not present. One inspector told me that Mr. Wang had brought in professionals to fix the electrical problems, but they issued two more tickets for other unaddressed matters. Mr. Wang has brought no one else in to make repairs.



18. Sometime in September or October 2020, Mr. Wang returned to the apartment again to collect rent. Mr. Wang stated that he was there to fix a window, but he always comes to the apartment with an excuse to fix something and then asks for rent. Mr. Gonzalez, with our daughter translating, told Mr. Wang that he needed to speak with our lawyer. While our daughter was translating, Mr. Wang screamed at her, "What are you saying, what are you saying!"

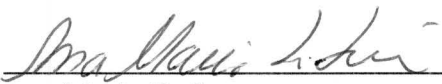
19. One time, during the months of conflict over the apartment conditions and damaged mattress, Mr. Wang was in our living room and said that he has the power to kick anyone out, that he has done it with others before, and immigration would come and take us out. Within a few weeks after these statements, ICE came to our apartment and arrested Mr. Gonzalez.

20. The treatment that I have received from Mr. Wang has had a significant and harmful impact on me psychologically and emotionally. His failure to maintain the apartment leaves my family and me subject to dangerous and uninhabitable living conditions. I do not feel comfortable, safe, or secure in my own home, causing me to live in fear of continued abusive and discriminatory treatment.

21. I believe that Mr. Wang fails to upkeep the apartment, enters the apartment without notice or permission, and treats me and my family aggressively because of our national origin. I believe that we suffered this poor treatment from Mr. Wang because he believes we cannot defend ourselves because we do not speak English.

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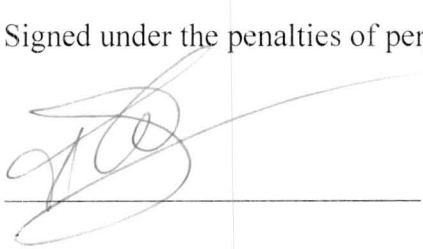
Signed under the penalties of perjury this 2 day of March, 2021.

  
\_\_\_\_\_  
Ana Maria De Leon

**CERTIFICATE OF INTERPRETATION**

I, Florinda De la Cruz, hereby certify that I am fluent in both Spanish and English, and that on February 26, 2021, I correctly and accurately interpreted the Affidavit of Ana Maria De Leon from English to Spanish for Ana Maria De Leon.

Signed under the penalties of perjury, this 6 day of March, 2021.

A handwritten signature in dark ink, appearing to read 'Florinda De la Cruz', is written over a horizontal line.

# **Exhibit C**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**AFFIDAVIT OF CRESENCIA CHILEL LOPEZ**

I, Cresencia Chilel Lopez, do declare and state the following, based on my personal knowledge:

1. My Name is Cresencia Chilel Lopez. I am 45 years-old and of Guatemalan descent.

2. I reside at 5 Lloyd Street in the first-floor apartment ("apartment"). I moved into the apartment around the end of 2011 with my then husband, Hermelindo Lopez, and our son. Mr. Lopez moved out of the apartment around July 27, 2018, after we separated. My six-year-old daughter and eighteen-year-old son still live in the apartment with me.

3. We learned about the apartment through a relative of Mr. Lopez's. Initially, we visited the apartment and asked She Ling Wang, the landlord, how much rent would be. Mr. Wang stated that the apartment would be \$1,050 per month.

4. When Mr. Lopez and I moved into the apartment, we discovered that there were cockroach and mouse infestations. We asked Mr. Wang to address the problems and he agreed, however he never took any action.

5. While living in the apartment I have continued to have infestations of vermin such as cockroaches and bedbugs. As recently as January 25, 2021, my daughter has woken up with bedbug bites. We have also had issues with broken windows, broken appliances in the apartment, leaks, and nonfunctioning smoke detectors.

6. After learning that I was pregnant in 2014, I filed a complaint with the Lynn Inspectional Services Department (“Lynn ISD”) based on the vermin problem. When a Lynn ISD inspector came to the apartment, Mr. Wang was present with an exterminator. Mr. Wang provided a document to the inspector stating that extermination services had been completed and the inspector said that an extermination was done. However, the exterminator only sprayed a couple of corners of our apartment. There is still a vermin problem in the apartment.

7. Many things in the apartment are in poor condition and not functioning properly such as the refrigerator and stove. When Mr. Lopez would ask Mr. Wang to make repairs, Mr. Wang would become angry. In 2015, the refrigerator was replaced by the Massachusetts Early Intervention program, which was providing services to my child.

8. In the summer of 2020, a water leak caused the ceiling to collapse in one of the bedrooms in the apartment, ruining my mattress.

9. Mr. Wang frequently enters the apartment without permission. He regularly comes to the apartment on Sundays, often after 9:00p.m., and knocks forcefully on the door.

10. In 2016, there was an occasion where Mr. Wang kicked the apartment door open and yelled at Mr. Lopez and me, stating that we had no right to keep the door closed because the home belonged to him.

11. On one occasion, in late 2020, Mr. Wang came to the apartment to fix the defective smoke detectors. While there, he accused me of having damaged the apartment’s

windows. Mr. Wang stated that he would not repair them and that I needed to pay to have them fixed. During this interaction, Mr. Wang threw a piece of a smoke detector towards me while my young daughter was standing nearby.

12. On January 12, 2021, Mr. Wang came to my apartment without notice. He knocked loudly and repeatedly on the door, but I did not respond because Mr. Wang has been instructed to communicate directly with my housing attorney, Ed Rice, concerning any housing-related issues. After banging on my door, I heard Mr. Wang walk upstairs to the second-floor apartment and another series of loud knocks. Mr. Wang was present at 5 Lloyd Street for about fifteen or twenty minutes. During this entire time, my daughter hid under the kitchen table because she is afraid of Mr. Wang.

13. Mr. Wang is also aggressive whenever I ask him to make repairs in the apartment. He becomes angry, insults me, and curses at me. He calls me dirty and tells me that the repairs are not his problem. On occasion, Mr. Wang even throws things at me.

14. Often, when I ask Mr. Wang to address issues in the apartment, he tells me that if I do not like the apartment I can get out and that he can call Immigration and Customs Enforcement (“ICE”) on me at any time.

15. When Mr. Lopez was still living in the apartment, I heard Mr. Wang threaten to call ICE and have him deported multiple times.

16. In late 2020, I accidentally sent Mr. Wang a text message that was not meant for him. The text message was in Spanish. Mr. Wang responded, “English please! This is America.”

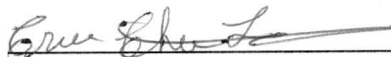
17. In mid-January 2021, I received a text from Mr. Wang of a photo of a fourteen-day notice to quit dated January 20, 2021. The document stated that I had fourteen days to move out of the apartment due to nonpayment of rent.

18. In February 2021 Mr. Wang left another fourteen-day notice to quit in an envelope that he taped to my apartment door.

19. Mr. Wang's treatment of my family and me has had a significant and harmful impact on me psychologically and emotionally. His failure to maintain the apartment leaves us subject to dangerous living conditions. I do not feel safe or secure in my own home because I am afraid of Mr. Wang.

20. I believe that Mr. Wang fails to upkeep the apartment, enters the apartment without notice or permission, and treats me and my family aggressively because of our national origin.

Signed under the penalties of perjury this 2 day of March, 2020.

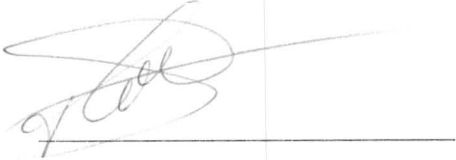
  
Cresencia Chilel Lopez



**CERTIFICATE OF INTERPRETATION**

I, Ronda De la Cruz, hereby certify that I am fluent in both Spanish and English, and that on February 27, 2021, I correctly and accurately interpreted the Affidavit of Cresencia Chilel Lopez from English to Spanish for Cresencia Chilel Lopez.

Signed under the penalties of perjury, this 6 day of March, 2021.



A handwritten signature in dark ink, appearing to read 'Ronda De la Cruz', is written over a horizontal line.

# **Exhibit D**

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

SUPERIOR COURT  
CIVIL ACTION NO. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

SHE LING WANG,

Defendant.

**AFFIDAVIT OF FLORINDA NOLASCO LOPEZ**

I, Florinda Lopez, declare and state as follows:

1. My name is Florinda Nolasco Lopez. I am 34 years old. I am of Guatemalan descent.

2. I resided at 5 Lloyd Street ("apartment") for about one year during 2017 and 2018. I lived in the third-floor apartment with my children, my cousin's wife, and her children. The youngest of the six children was about eight months old and the oldest was about twelve years old. My then-husband, Miguel Gomez, lived in the apartment for part of this time.

3. About one month before I moved out, the landlord, She Ling Wang, started to pressure me to leave. He said that he did not want to see me in the apartment anymore. He told me that if I did not leave, he would move my things out himself. I eventually left the apartment because I did not want any more problems.

4. When I moved in, the condition of the apartment was poor. The walls were damaged and there was a water leak from the ceiling. Upon moving in, I also discovered that the apartment was infested with cockroaches and bed bugs. Mr. Wang said he would clean, paint,

and do whatever needed to be done. However, Mr. Wang did not ultimately address any of the issues with the apartment. Whenever I told Mr. Wang that the apartment needed to be cleaned up, or repairs were needed, he would scream which scared me.

5. I once withheld rent and asked Mr. Wang to do something about the state of the apartment. The ceiling was leaking and there were still vermin such as cockroaches and bedbugs. During this conversation, I told Mr. Wang that I would take the issue to City Hall if nothing was done. In response, Mr. Wang became aggravated and started yelling and screaming. Ultimately, I never reported anything to City Hall because I did not know how that process worked.

6. Mr. Wang always behaved aggressively towards me. He would come into the apartment and yell and scream at me and my cousin.

7. In one instance, Mr. Wang entered the apartment while my cousin's wife, two of our children, and I were sitting in the kitchen. Mr. Wang came into the kitchen, grabbed me by the neck of my blouse, and began shaking me. Mr. Wang was angry and possibly talking about rent, but I do not remember because I was extremely scared. When Mr. Wang left, I called Mr. Gomez, but he did not feel he could help because Mr. Wang had previously threatened to call Immigration and Customs Enforcement ("ICE") on him.

8. Mr. Wang also regularly entered the apartment without notice or permission. Whenever he came to collect rent, he entered by unlocking the door with his own key and without knocking. Sometimes Mr. Wang would already be in the apartment when I came home.

9. On one occasion, Mr. Wang came into the apartment after I had just finished showering. I was in my bedroom putting lotion on when Mr. Wang came into the apartment without permission and opened my bedroom door. I covered myself with a towel, closed the

bedroom door, and asked Mr. Wang to leave so that I could put on clothes. Mr. Wang left the apartment, but I could hear him talking to himself in a raised tone as he left.

10. When Mr. Wang would come into the apartment, sometimes he would just walk around and observe everything. He would walk through the bedrooms and criticize how we were living.

11. I never called the police because I was scared of Mr. Wang. He often threatened to call ICE to have me sent to Guatemala which made me afraid.

12. The treatment that I received from Mr. Wang has had a significant and harmful impact on me psychologically and emotionally. His failure to maintain the apartment left me and my family living in unsafe and unsanitary conditions. I never felt comfortable, safe, or secure in my own home, causing me to live in fear of continued discriminatory treatment.

13. I believe that Mr. Wang failed to upkeep the apartment, entered the apartment without notice or permission, and treated me and my family aggressively because of our national origin.

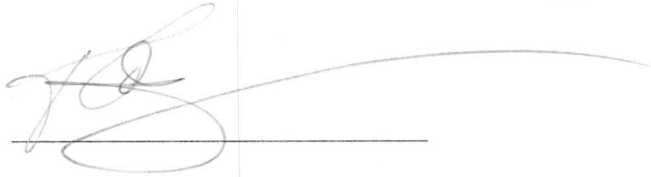
Signed under the penalties of perjury this 2 day of March, 2021.

Florinda Nolasco Lopez  
Florinda Nolasco Lopez

**CERTIFICATE OF INTERPRETATION**

I, Florinda De la Cruz, hereby certify that I am fluent in both Spanish and English, and that on February 27, 2021, I correctly and accurately interpreted the Affidavit of Florinda Nolasco Lopez from English to Spanish for Florinda Nolasco Lopez.

Signed under the penalties of perjury, this 6 day of March, 2021.

A handwritten signature in dark ink, appearing to be "FD", is written over a horizontal line. A long, sweeping horizontal line extends from the end of the signature across the page.