

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT  
C.A. NO.

In the Matter of  
Thomas E. Theriault

**ASSURANCE OF DISCONTINUANCE, PURSUANT TO G.L. C. 93A, § 5**

**I. INTRODUCTION**

1. The Commonwealth of Massachusetts, through the Office of Attorney General Maura Healey (“AGO”), and Thomas E. Theriault, Individually and/or as Beneficiary, Settlor and/or Trustee (“Theriault”) (hereinafter, collectively referred to as the “Parties”) voluntarily enter into this Assurance of Discontinuance (“Assurance” or “AOD”) pursuant to G.L. c. 93A, § 5.

2. Theriault is a resident of Massachusetts living at 117 Arlington Street, Haverhill, MA 01830.

3. Pursuant to its statutory authority, the AGO conducted an investigation into an allegation that Theriault, as the residential landlord of 5-7 Abbott Street, Haverhill, MA (“the building”), falsified certificates of occupancy for two apartments in the building, resulting in Theriault’s fraudulent receipt of \$20,000 in rent and security deposit subsidies from the Department of Housing and Community Development (“DHCD”)’s HomeBase Program (“HomeBase”).

4. As a result of the Investigation, the AGO alleges that Theriault violated G.L. c. 93A, § 2 and G.L. c. 12, § 5B by engaging in the conduct described below in Section II (“the Covered Conduct”).

5. The AGO agrees to accept this AOD on the terms and conditions contained herein, pursuant to the Massachusetts Consumer Protection Act, G.L. c. 93A, §5, in lieu of litigation.

6. Theriault neither admits nor denies the allegations contained herein and has entered into this Agreement to settle this matter.

## II. COVERED CONDUCT

Based upon the Investigation, the AGO alleges Theriault violated G.L. c. 93A, § 2 and G.L. c. 12, § 5B(a)(2), as follows:

1. Through Real Estate Trusts, Theriault is the Trustee for two apartment buildings in Haverhill, Massachusetts. In 2018, Theriault accepted rental applications from two families seeking to rent apartments in Theriault’s building at 5-7 Abbott Street, Haverhill, MA.

2. The families intended to use DHCD’s HomeBase program to provide the security deposits and supplement their rent. HomeBase pays landlords directly on behalf of people in the emergency shelter assistance program.

3. As a condition precedent for receiving DHCD funds, Theriault was required to provide DHCD with current certificates of occupancy from the City of Haverhill for the two apartments. In order to obtain the certificates of occupancy, Theriault was obligated to have the City of Haverhill inspect the apartments for health and safety violations and rectify any violations.

4. Theriault submitted falsified certificates of occupancy to DHCD, changing the dates on old certificates of occupancy to make it appear that the City of Haverhill had issued current certificates that certified the building met all applicable health and safety codes.

5. When the tenants moved in, the building had at least one violation of the State Sanitary Code, G.L. c. 111, § 127A.

6. DHCD paid Theriault \$20,000 as a result of the falsified certificates of occupancy.

7. By falsifying the certificates of occupancy, renting at least one apartment while the building had a violation of the State Sanitary Code, and accepting funds from DHCD, Theriault presented a fraudulent claim for payment to the Commonwealth, violating Massachusetts law, including G.L. c. 12, § 5B and G.L. c. 93A, § 2.

### **III. DEFINITIONS**

As used herein:

8. “Effective Date” shall mean the date this AOD is filed with the Superior Court for Suffolk County.

9. “Political Subdivision” shall have the same meaning as that term is defined in G.L. c. 12, § 5A.

### **IV. PAYMENT TO THE AGO**

10. The Owner agrees to pay the AGO a total of \$40,000 (the “Settlement Amount”) to be paid in accordance with the following schedule:

\$5,000 by December 15, 2022

\$3,500 by December 31, 2022

\$3,000 by January 31, 2023

\$3,000 by February 28, 2023

\$5,500 by March 31, 2023

\$10,000 by April 30, 2023

\$10,000 by May 31, 2023

11. Theriault shall make each payment of the Settlement Amount by wire transfer in accordance with wiring instructions provided by the AGO. In the event that Theriault fails to pay any of the installments set forth herein, the entire unpaid Settlement Amount will immediately become due and owing.

#### **V. DEBARMENT**

12. Theriault agrees to a permanent debarment from accepting any type of payment from the Commonwealth or any Massachusetts Political Subdivision related to rental housing. This applies to but is not limited to any real estate trust, corporation, partnership, or any other entity controlled and/or represented by Theriault in Massachusetts.

#### **VI. RELEASE**

13. In consideration of the foregoing and except to enforce the obligations set forth in Sections IV and V herein, and conditioned upon full payment of the Settlement Amount, the Commonwealth forever discharges and releases Theriault from civil liability to the Commonwealth pursuant to G.L. c. 12, § 5B arising from the Covered Conduct.



**VII. NOTICES AND CHANGE OF ADDRESS**

14. Any notices or communications transmitted between Theriault and the AGO pursuant to this AOD shall be provided in writing by first class mail and email to the AGO or Theriault, as follows:

AGO:

Ann S. Refolo  
False Claims Division  
Office of the Attorney General  
10 Mechanic Street, Suite 301  
Worcester, MA 01608  
[Ann.Refolo@mass.gov](mailto:Ann.Refolo@mass.gov)

Theriault:

Kimberly A. Zizza  
P.O. Box 5192  
Haverhill, MA 01835

**VIII. MISCELLANEOUS**

15. By signing below, the Parties agree to comply with all the terms of this AOD.
16. This AOD may be enforced only by the Parties hereto.
17. This AOD does not constitute an approval by the AGO of any of Theriault's business acts and practices, and Theriault will make no representations to the contrary.
18. This AOD contains the complete agreement between the Parties. No promises, representations, or warranties other than those set forth in this AOD have been made by any of the Parties. This AOD supersedes all prior communications, discussions, or assurances, if any, of the Parties, whether orally or in writing.

19. This AOD may not be changed, altered, or modified, except by order of the Court or by written agreement of the Parties.

20. This AOD may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same AOD.

21. Theriault acknowledges that this AOD was discussed and negotiated by his Attorney Kimberly Zizza, and that he was provided an opportunity to discuss with legal counsel.

22. The undersigned signatories acknowledge that execution of this AOD is voluntary and authorized.

23. This AOD and its provisions will be effective on the Effective Date.


COMMONWEALTH OF MASSACHUSETTS  
MAURA HEALEY, Attorney General

*Ann S. Refolo*

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Boston, MA 02108  
Ann.Refolo@mass.gov

December 5, 2022

  
Thomas E. Theriault, Trustee  
December 13, 2022